

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9176

DATE 7-22-21

TITLE

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT OF SALE BETWEEN CITY OF WILLIAMSPORT AND LYCOMING COUNTY

WHEREAS, the City is the owner of certain real estate situated in the City of Williamsport located at 330 Pine Street; and

WHEREAS, County is the owner of certain real estate situated in the City of Williamsport located at 115 West Third Street; and

WHEREAS, the parties desire to swap ownership of the aforementioned land so that the City will own the land currently owned by the County underneath the Third Street Parking Garage ("County Real Estate") and the County will own the land currently owned by the City underneath the Executive Plaza Building and the adjoining parking lot ("City Real Estate").

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Williamsport, Lycoming County, Pennsylvania, that attached Agreement between the City of Williamsport and Lycoming County is approved, and,

BE IT FURTHER RESOLVED, the Mayor and City Controller are authorized to execute any documents necessary to effectuate the intent of this Resolution, and the City Clerk be authorized and directed to attest and seal same.

Approved

James M. Frank
City Clerk

Donald J. Sullivan
President

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made and executed as of the ____ day of _____, 2021, by and between:

CITY OF WILLIAMSPORT, a Third Class City organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at 245 West Third Street, Williamsport, Lycoming County, Pennsylvania (“City”);

– AND –

COUNTY OF LYCOMING, a Fifth Class County organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at 48 West Third Street, Williamsport, Lycoming County, Pennsylvania (“County”).

– BACKGROUND –

A. City is the owner of certain real estate situate in the City of Williamsport located at 330 Pine Street, consisting of approximately 0.63 acres as more specifically described in the deed attached hereto as Exhibit “A” and being known for identification purposes only as part of Lycoming County Tax Parcel No. 63-002-109 in that the City owns only the land associated with said real estate as the County owns the improvements thereon consisting primarily of an office building known as the Lycoming County Executive Plaza Building (“City Real Estate”).

B. County is the owner of certain real estate situate in the City of Williamsport located at 115 West Third Street, consisting of approximately 0.67 as more specifically described in the deed attached hereto as Exhibit “B” and being known for identification purposes only as part of Lycoming County Tax Parcel No. 63-002-611 in that the County owns only the land associated with said real estate as the City owns the improvements thereon consisting primarily of a parking deck and offices known as the Third Street Parking Garage (“County Real Estate”).

C. The Parties desire to swap ownership of the aforementioned land so that the City will own the land currently owned by the County underneath the Third Street Parking Garage (“County Real Estate”) and the County will own the land currently owned by the City underneath the Executive Plaza Building and the adjoining parking lot (“City Real Estate”).

D. The City Real Estate and the County Real Estate are both city lots located within approximately a city block of each other consisting of real estate of approximately the same size (City Real Estate is 0.63 acres in size; and, County Real Estate is 0.67 acres in size) each with a similar impediment to any future use by its present owner in that each has a building owned by another entity located on the lot (the County’s Lycoming County Executive Plaza Building located on the City Real Estate; and, the City’s Third Street Parking Garage located on the City’s Real Estate).

E. Based upon the foregoing similarities, the Parties agree that the City Real Estate and the County Real Estate have similar value from a fair market value perspective and that each

parcel will actually be worth more after the swap contemplated by this Agreement in that the improvements owned by the City would then be located on land owned by the City and the improvements owned by the County would then be located on land owned by the County.

F. The parties agree that as the transactions contemplated herein involve the transfer of real estate owned by local governmental entities and to be exchanged between local governmental entities, the transactions contemplated herein fall within recognized exceptions to any requirement for formal confirmation of fair market valuation and/or formal bidding of either the County Real Estate or the City Real Estate prior to the transfer.

E. Furthermore, as the transactions contemplated herein involve the swap of land underneath and accessory to already existing improvements (the Lycoming County Executive Plaza Building in the case of County Real Estate; and, the Third Street Parking Garage in the case of City Real Estate), the parties agree to waive and forego attaching any reverter clauses to the real estate transferred hereunder.

F. This Agreement memorializes the terms and conditions of the swap of the City Real Estate for the County Real Estate.

G. The parties have agreed to swap the City Real Estate for the County Real Estate subject to and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, intending to be legally bound and to so bind their respective successors and assigns and incorporating the recitals hereinabove set forth by reference, the parties agree as follows.

1. Purchase and Sale. Subject to the terms and conditions contained herein, City agrees to sell and County agrees to buy, acquire and accept the Property from City.

2. Consideration.

A. The parties agree that the consideration for the transfer to the real estate contemplated by the parties hereto shall consist of a land swap of the City Real Estate for the County Real Estate. The parties agree that the aforementioned land swap is exchanging equivalently valued parcels of land and/or parcels of land that have equivalent value to the respective parties in that this swap of land will permit the Third Street Parking Garage to be located on land owned by the City and the Lycoming County Executive Plaza Building to be located on land owned by the County.

B. Additional Consideration. The parties agree that the transfer of the real estate contemplated by the parties shall be free and clear of any leases

C. Down Payment. The parties agree and acknowledge that each party will incur cost and expense associated with preparing the transactions contemplated by this Agreement for Closing. The parties agree that said cost and expense is sufficient consideration to bind the parties to the terms and conditions of this Agreement.

D. "Payment" of Purchase Price. The parties agree that Closing on the aforementioned land swap shall constitute payment in full under the terms of this Agreement.

3. Title to Property; Deed and Bill of Sale.

A. At the time of Closing, City shall make, execute, acknowledge and deliver to County, at City's expense, a good and sufficient special warranty deed for the proper conveying and assuring of a good and marketable title to the City Real Estate in fee simple, free and clear of all liens, restrictions, and encumbrances, except (a) easements or rights-of-way for utilities or public service companies, for roads or rights-of-way visible upon the ground, (b) such other easements, restrictions and non-monetary encumbrances as may be approved of by County, which approval shall not be unreasonably withheld, and (c) Permitted Exceptions, as hereinafter defined (collectively, the "Accepted Encumbrances"). Title shall be such as would be insured at regular rates by a title insurance company licensed to do business in the Commonwealth of Pennsylvania (the "Title Company"), subject however, to the Accepted Encumbrances.

B. Prior to Closing, County shall examine title to the City Real Estate and notify counsel for City in writing of any objectionable matter or defect as to title to the City Real Estate (a "Title Objection"). If City is unwilling or unable to remove or cure any Title Objection prior to Closing, County's exclusive remedy shall be the option, at County's election, of (a) taking such title as City can give, without any reduction in the purchase price, or (b) to terminate this Agreement by written notice to City whereupon each of the parties shall be relieved and released of and from any further liability hereunder, except as provided in Section 6H.

C. At the time of Closing, County shall make, execute, acknowledge and deliver to City, at County's expense, a good and sufficient special warranty deed for the proper conveying and assuring of a good and marketable title to the County Real Estate in fee simple, free and clear of all liens, restrictions, and encumbrances, except (a) easements or rights-of-way for utilities or public service companies, for roads or rights-of-way visible upon the ground, (b) such other easements, restrictions and non-monetary encumbrances as may be approved of by City, which approval shall not be unreasonably withheld, and (c) Permitted Exceptions, as hereinafter defined (collectively, the "Accepted Encumbrances"). Title shall be such as would be insured at regular rates by a title insurance company licensed to do business in the Commonwealth of Pennsylvania (the "Title Company"), subject however, to the Accepted Encumbrances.

D. Prior to Closing, City shall examine title to the County Real Estate and notify counsel for County in writing of any objectionable matter or defect as to title to the County Real Estate (a "Title Objection"). If County is unwilling or unable to remove or cure any Title Objection prior to Closing, City's exclusive remedy shall be the option, at City's election, of (a) taking such title as County can give, without any reduction in the purchase price, or (b) to terminate this Agreement by written notice to County whereupon each of the parties shall be relieved and released of and from any further liability hereunder, except as provided in Section 6H.

E. At the time of Closing, the parties shall also make, execute, acknowledge and deliver to each other appropriate bills of sale for any personal property, if any, to be conveyed with the respective properties, at each party's own expense.

4. Condemnation. If, prior to Closing, condemnation or eminent domain proceedings are initiated which, if completed, would result in the taking of any material part of either the County Real Estate or the City Real Estate, the party affected shall have the right, at that party's election, to terminate this Agreement by written notice to the other party, whereupon the parties shall be relieved and released of any further liability hereunder, except as provided in Section 6H.

5. No Real Estate Broker. City and County each represent to the other party that it has not retained, engaged or dealt with any broker in connection with the purchase and sale of the Property pursuant to this Agreement. Each party agrees to hold harmless and indemnify the other party against any claim for brokerage commissions asserted by any person claiming by or through the indemnifying party and the indemnifying party shall immediately satisfy or cause to be bonded any lien arising pursuant to 68 P.S. Section 1051, et seq.

6. Inspection of Property.

A. To the extent a party desires, each party and its agents and representatives, at the party's expense, shall have the right during the period beginning on the Effective Date of this Agreement and extending up to a period of sixty (60) days, including the sixtieth (60th) day, upon at least 48 hours' notice to the other party, and subject to that party's approval, which shall not be unreasonably withheld or delayed, to have such inspections, surveys, investigations, audits and testing, as to the real estate being swapped hereinunder (collectively, the "Inspections") as that party may elect as required for due diligence in preparing for real estate swap contemplated hereunder.

B. All information furnished to or obtained or discovered by a party in the course of the Inspections shall be held in the strictest confidence by that party, and shall not, unless and until Closing occurs and except to the extent required by law and after notice to the other party, be disclosed to any person other than party's attorneys, employees, agents, consultants and shall not, unless and until Closing occurs, be used for any purpose by that party other than in determining whether to consummate the transactions contemplated by this Agreement.

C. If the Inspections disclose any condition of which is unsatisfactory to a party in the exercise of its reasonable commercial judgment or if the Inspections reveal any environmental condition that exceed state limits for contamination, that party shall have the option, at that party's election, to terminate this Agreement by giving written notice to the other party on or before the last day of the Feasibility Period and provide documentation to the other party supporting that party's reasons for termination, provided however, that if a party fails to give such written notice by such date, the option and right of the party to terminate this Agreement pursuant to this Section 6C, shall expire and be null and void. In the event a party terminates this Agreement pursuant to Section 6C, except as provided in Section 6H, neither party shall have any further obligations hereunder.

D. Neither party shall conduct no invasive testing, including but not limited to, drilling for wells, test borings, subsurface test borings and/or other drillings, without the prior consent of the other party, which shall not be unreasonably withheld or delayed, provided the conditions herein are satisfied. In soliciting such consent, and in any event prior to commencing any such invasive testing, a party shall submit to the other party, in writing, a scope of work (the "Scope of Work") setting forth with particularity the proposed testing activities on the real estate at issue, the identity of each of the party's agents, consultants and/or contractors (collectively, "Consultants") who will perform such testing or analysis, and the proposed dates and the duration of the party's activities on the real estate at issue.

E. All Inspections, including but not limited to invasive testing, shall be performed to a standard which is customary in the industry and in a manner designed to avoid harm to persons and property, including but not limited to, the real estate at issue, and all such Inspections shall be conducted by the Consultants in compliance with all applicable governmental requirements. Upon completion of the Inspections and provided that the party does not purchase the real estate at issue, the party, at its expense, will restore the real estate at issue to its original condition.

F. Each party shall indemnify, defend (by counsel approved by the other party, which approval shall not be unreasonably withheld or delayed) and hold harmless the other party and its successors and assigns (each an "Indemnified Party" and together the "Indemnified Parties"), from and against any and all claims, suits, damages, losses, penalties, fines, judgments and costs, for or on account of injuries to or death of any person, including but not limited to employees of that party or its Consultants, and/or loss of or damage to any property, including but not limited to the property of that party, and its Consultants, caused by: (i) the performance or execution of Inspection activities (including, but not limited to invasive testing) by that party's Consultants, including but not limited to the exacerbation of any existing contamination at the Property or (ii) breach of any provision of this Section 6 of this Agreement by that party's Consultants.

G. If any mechanic's lien, materialman's lien or any other type of lien or claim may be filed or maintained against the Property or improvements located thereon as the result of Inspection activities, County shall defend such lien or claim and diligently pursue proceedings to discharge the same. In the event such lien or claim is not discharged and a final non-appealable judgment is entered in favor of the lienor or claimant, County shall pay such judgment.

H. The provisions of Section 6A, B, E, F and G shall survive the termination of this Agreement.

7. Municipal Improvements. Any and all municipal improvements completed prior to the Closing Date shall be paid for by party that owns the real estate on which the improvements are made prior to the Closing and all subsequent municipal improvements shall be paid for by the party owning the real estate following Closing, if Closing hereunder occurs.

8. Condition of Property.

A. Subject to the provisions of Section 6, the real estate being swapped through the transactions contemplated herein is being transferred "AS IS". Each party specifically

acknowledges that it has agreed to accept transfer of the real estate being swapped through the transactions contemplated herein "AS IS", and that the terms and conditions agreed to herein is a reflection thereof and of each party's agreement to accept said real estate "AS IS". Neither party has made and makes no representation or warranty, express or implied, concerning its real estate, the condition of its real estate, or its suitability for any use or purpose whatsoever, including, without limitation, as to the availability of water, electric, telephone, gas or other utility services, road access, merchantability, fitness for a particular purpose, zoning, compliance of the real estate or the use of the real estate with any federal, state or local laws, or any other matter.

B. Each party acknowledges that by the Closing (i) it will be fully familiar with the condition of the real estate it is acquiring, (ii) each party will have given the other the right to make the Inspections pursuant to Section 6 hereof and (iii) if a party does not elect to terminate this Agreement as provided in Section 6, the parties will be accepting the real estate to be swapped hereby solely in reliance on its own knowledge of the real estate and such Inspections. Other than those set forth in this Agreement, each party further acknowledges that neither party, nor its agents, employees or other representatives, have made any representations or warranties of any kind or nature whatsoever with respect to the real estate being swapped or any matter relating to said real estate, written or oral, and that neither party is entering into this Agreement or accepting the real estate being swapped in reliance upon any representation or statement by the other party, its officers, directors, employees, agents or other representatives. County, for itself and its successors and assigns, hereby releases and relieves City, its members, elected and appointed officials, officers, agents, representatives and employees and its affiliates of and from any and all liability, cost or expense arising out of or relating to the condition of the City Real Estate known to County or which could reasonably have been discovered by County in the course of its due diligence at the time of Closing. City, for itself and its successors and assigns, hereby releases and relieves County, its members, elected and appointed officials, officers, agents, representatives and employees and its affiliates of and from any and all liability, cost or expense arising out of or relating to the condition of the County Real Estate known to City or which could reasonably have been discovered by City in the course of its due diligence at the time of Closing.

9. Possession. Possession of the Property shall be transferred by City to County at the time of Closing.

10. Risk of Loss. Risk of loss shall be on the party owning the real estate until Closing. In the event that prior to Closing the real estate shall be totally or substantially lost or destroyed by fire or other casualty, the party impacted by said loss shall have the right, at its election, to terminate this Agreement. In the event of such termination, and except as provided in Section 6H, there shall be no further liability or obligation on either of the parties hereto.

11. Conditions. The obligations of City and County hereunder are subject to the following conditions which must and shall be satisfied prior to Closing (any one of which may be waived in whole or in part by the party for whom such condition is a condition precedent by written waiver at or prior to Closing).

A. County and/or City has obtained all required public approvals and authorizations required to acquire title to the real estate being swapped hereby the County Code and/or Third Class Optional City Charter.

B. The respective title companies shall have issued or committed to issue a title insurance policy as provided in Section 3A and Section 3C.

C. There shall be no pending, threatened or unresolved claim, action, arbitration, grievance, litigation or proceeding, judicial or administrative, or governmental investigation against County, City, or the real estate at issue for the purpose of enjoining or permitting the consummation of this Agreement or otherwise claiming that this Agreement or the consummation hereof is illegal. Neither the consummation nor performance of any transactions contemplated by this Agreement shall, directly or indirectly, materially contravene or conflict with or result in the violation of any Laws. As used herein, "Laws" means all ordinances, statutes, rules, regulations, orders, injunctions, writs, or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

D. There shall not have been a material adverse change, occurrence or casualty, financial or otherwise, to the real estate, whether covered by insurance or not.

E. While not a pre-Closing condition, the County agrees to maintain the parking lot presently on the City Real Estate that services the Lycoming County Executive Plaza Building open for public use for the benefit of the surrounding businesses as its presently done before and after regular County business hours of operation (M-F 7:30 a.m. to 5:30 p.m.). The County further agrees to preserve this public use of said parking lot in any conveyance of the real estate by the County to any third-party with an appropriate restrictive covenant in any instrument of conveyance.

F. To the extent required, the County and the City agree to assign any existing leases pertaining to use of the real estate as needed to preserve any non-real estate related terms and conditions of said leases. The City understands and agrees that its lease for the Executive Plaza Building with the County will terminate by operation of law upon the transfer contemplated herein. The parties also agree that there may be non-real estate related terms under a lease agreement for the parking deck that parties agree need to survive closing.

12. Deadline for Conditions. If the foregoing conditions in this Section 11 are not satisfied within sixty (60) days of the date of execution of this Agreement, then either County or City shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party, provided however, that if all conditions then become satisfied during such ninety (90) day period, the right of the terminating party to terminate shall be null and void and provided further that at such time as all conditions have been satisfied, even if subsequent to the end of the sixtieth (60th) day from the date of execution of this Agreement, the right of termination pursuant to this Section 12 shall terminate and be of no further force or effect.

13. Closing; Taxes and Prorations.

A. The transactions contemplated by this Agreement shall be closed (the "Closing"), and all deliveries to be made at such time shall take on or before the sixtieth (60th) day from the date of execution of this Agreement, following the satisfaction or waiver of the conditions set forth in Section 11 at the offices of the McCormick Law Firm, 835 West Fourth Street, Williamsport, Pennsylvania. The date on which Closing occurs is herein called the "Closing Date".

B. At Closing, City shall deliver to County all duly and properly executed, if in writing, the following:

(i) The special warranty deed for the real estate to be exchanged pursuant to the terms of this Agreement.

(ii) Any other document, instrument or agreement required to be delivered to County pursuant to this Agreement.

C. At the Closing, County shall deliver to City all duly and properly executed, if in writing, the following:

(i) The special warranty deed for the real estate to be exchanged pursuant to the terms of this Agreement.

(ii) Any other document, instrument or agreement required to be delivered to City pursuant to this Agreement.

D. The cost of any title insurance required by a party shall be borne by County. The cost of any title insurance required by the City shall be borne by the City. The cost of preparing the deed and Bill of Sale, if any, shall be borne by City for the City Real Estate and by the County for the County Real Estate. All other closing costs shall be borne and allocated as set forth elsewhere in this Agreement or, if not so set forth, in accordance with the customs of Lycoming County, Pennsylvania.

E. Real estate taxes assessed against the real estate, if any, shall be prorated as of the time of Closing on a fiscal year basis. Transfer taxes, if any, shall be split equally between the parties – City pays ½ (1% tax) and County pays ½ (1% tax). The parties agree that this transaction, a transfer between governmental entities, is exempt from transfer taxes. To the extent this exemption is challenged, the parties agree to split transfer taxes.

F. The County agrees to reimburse the City up to One Thousand Five Hundred Dollars (\$1,500.00) to reimburse the City for non-attorney fee closing costs incurred by the City.

14. Termination, Default and Remedies.

A. If City should, in breach of City's obligations under this Agreement, fail to close the purchase and sale of the City Real Estate under this Agreement, then County, in its sole

discretion, which shall be County's exclusive remedies for City's default (i) may pursue consummation with County of the transactions contemplated herein by an action for specific performance or (ii) may elect not to pursue consummation of the transactions contemplated herein, and seek damages, if any, for its out-of-pocket expenses and costs as permitted by law.

B. If County should, in breach of County's obligations under this Agreement, fail to close the purchase and sale of the County Real Estate under this Agreement, then the City, which shall be City's exclusive remedy for County's default (i) may pursue consummation with City of the transactions contemplated herein by an action for specific performance or (ii) may elect not to pursue consummation of the transactions contemplated herein, and seek damages, if any, for its out-of-pocket expenses and costs as permitted by law.

15. Notices. Any notices given or required to be given hereunder shall be by hand delivery, by overnight courier requiring receipted delivery or by registered or certified United States mail, return receipt requested, postage prepaid. All notices shall be sent to the following addresses, or such other addresses as the parties may direct by written notice:

If to County:
Lycoming County Board of Commissioners
County of Lycoming
48 West Third Street
Williamsport, PA 17701

With a copy to:

J. Michael Wiley
McCormick Law Firm
835 West Fourth Street
Williamsport, PA 17701

If to City:

The Honorable Derek Slaughter, Mayor
and, City Council for the City of Williamsport
245 West Fourth Street
Williamsport, PA 17701

With a copy to:

Norman M. Lubin
Casale & Bonner, P.C.
331 Elmira Street
Williamsport, PA 17701

Notices shall be deemed given upon actual receipt of the notice.

16. Entire Agreement. This Agreement, the Exhibits and Schedules hereto, and the documents referred to herein embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings, oral or written, relative to the subject matter hereof.

17. Amendments. This Agreement may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

18. Binding Effect. This Agreement and terms and conditions shall extend to and be binding on parties hereto and upon their successors and assigns. This Agreement may not be assigned by a party without the written consent of the other party, not to be unreasonably withheld.

19. Counterparts and Copies. This Agreement executed in several counterparts, which when taken together shall be deemed to be but one original.

20. Governing Law; Interpretation. This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania. The provisions of this Agreement shall be interpreted as a whole, in accordance with their fair meaning, and not against either party hereto, it being acknowledged that both County and City have participated in the negotiation and drafting of this Agreement.

21. Covenant Not to Record. Neither County nor City will record this Agreement and any recording of this Agreement by County or City will constitute a default by County or City, as applicable, under this Agreement.

22. No Other Closing Conditions. Except as expressly set forth in this Agreement, there are no conditions to either party's obligations to close hereunder.

23. Miscellaneous.

A. Formal tender of deed and transfer of monies is hereby waived. Otherwise, the failure by City or County, at any time, to enforce or to require strict compliance or performance by the other party to or with any of the provisions of this Agreement shall not constitute a future waiver of such provision, shall not affect or impair in any way their rights at any time to enforce said provision or to avail themselves of such remedies as they may have herein.

B. Time is of the essence of this Agreement.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, subject to the provisions of Section 18 above.

D. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same agreement. Each party to this

Agreement agrees that the respective signatures of the parties may be delivered by fax, “.pdf,” or other electronic means and that the parties may rely on a signature so delivered as an original. Any party who chooses to deliver its signature in such manner agrees to provide promptly to the other party originals of this Agreement with its inked signature, but the party’s failure to deliver a copy of this Agreement with its inked signature shall not affect the validity, enforceability and binding effect of this Agreement.

E. The prevailing party and any action to enforce this Agreement or otherwise arising out of this Agreement shall be entitled to receive its reasonable attorney’s fees and costs of suit.

F. No waiver of any of the provisions or conditions of this Agreement or for any rights of a party hereto shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented thereto.

G. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

[Remainder of this Page Intentionally Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound and to so bind their respective representatives, successors and assigns, set their hands and seals the day and year first above written.

ATTEST:

By: Janice Frank
Janice Frank, City Clerk

CITY:
CITY OF WILLIAMSPORT

By: Derek Slaughter
Derek Slaughter, Mayor

By: Margaret J. Woodring
Margaret J. Woodring, City Controller

ATTEST:

COUNTY:
COUNTY OF LYCOMING

ATTEST:

Scott L. Metzger, Chairman

Matthew A. McDermott, Chief Clerk

Tony R. Mussare, Vice Chairman

Richard Mirabito, Secretary

Exhibits

“A” – Deed to City Real Estate

“B” – Deed to County Real Estate

BK 3120PG 141

WARRANTY DEED - From a Corporation

RECORDED
SEP 30 4 17 PM '98
LYCOMING COUNTY
FILED

THIS DEED

MADE the 11th day of June in the year nineteen hundred and ninety-eight (1998)

BETWEEN WILLIAMSPORT PARKING AUTHORITY, a municipal authority organized and existing under the laws of Pennsylvania, and having its place of business in the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, Party of the First Part, **GRANTOR**

A N D

COUNTY OF LYCOMING, a corporation or body politic, existing under the laws of Pennsylvania, and having its office in the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, Party of the Second Part, **GRANTEE**

WITNESSETH, That in consideration of ONE DOLLAR AND 00 CENTS (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee, its successors and assigns,

ALL that certain piece, parcel or lot of land situate in the Third Ward of the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, as more fully set forth as Lot No. 1 on subdivision map of Williamsport Properties, Inc. as prepared by Swendsen Engineering, Inc. dated January 16, 1997 and recorded March 7, 1997 in Lycoming County Record Book 2759, Page 33 and Map Book 54, Page 306, as follows:

BEGINNING at a pk nail (set) in the Southerly bounds of West Third Street and the Easterly bounds of Laurel Street; thence from said point of beginning along said West Third Street North fifty-six (56) degrees forty-two (42) minutes zero (00) seconds East, one hundred thirty-four and twenty-four hundredths (134.24) feet to a pk nail (set) in the Westerly line of land now or formerly of Williamsport Properties, Inc.; thence South thirty-three (33)

BK3120PG142

degrees six (06) minutes zero (00) seconds East, two hundred nine and eleven hundredths (209.11) feet along said Williamsport Properties, Inc. to a pk nail (set) in the Northerly bounds of West Church Street; thence South fifty-six (56) degrees thirty-nine (39) minutes zero (00) seconds West, one hundred thirty-four and twenty-four hundredths (134.24) feet along said West Church Street to a pk nail (set) in said Easterly line of Laurel Street; thence North thirty-three (33) degrees six (06) minutes zero (00) seconds West, two hundred nine and twenty-three hundredths (209.23) feet to the point and place of beginning. Containing 0.6446 acres of land, more or less.

Grantor also grants to Grantee, its heirs, successors and/or assigns, an easement for use of a two (2) foot wide strip of land along the Western border of other land of the Grantor, being along the Eastern border of the land conveyed herein for the following uses and purposes:

- a) siting of a parking facility to be constructed on the Parking Site;
- b) access to any improvements to be constructed upon the Parking Site; and
- c) repair and maintenance of the same.

BEING the same premises granted and conveyed unto Williamsport Parking Authority, by deed of Williamsport Properties, Inc., dated April 30, 1997 and recorded May 1, 1997 in Lycoming County Record Book 2787, Page 72.

For identification purposes only, being known as part of Tax Parcels 63-2-613/615 in the Office of the Lycoming County Tax Assessor, and all of Tax Parcels 63-2-611/612 and 616.

This conveyance is exempt from realty transfer taxes pursuant to 61 Pa Code 91.193(a) - all parties are excluded parties.

A N D the said grantor will specially **WARRANT AND FOREVER DEFEND** the property hereby conveyed.

THIS DEED is made in accordance with a resolution of the Board of Directors of the Grantor, duly passed at a meeting of the same, which was duly held on the 13th day of May, 1998.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be signed by its President or a Vice President, and also by its Secretary, or by an Assistant Secretary, or by its Treasurer, or by an Assistant Treasurer, and its seal to be hereunto affixed, the day and year first above written.

ATTEST:

WILLIAMSPORT PARKING AUTHORITY

[Signature]
Secretary
Treasurer

[Signature]
By: _____
President

(Seal)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LYCOMING

On this, the 1st day of June, 1998, before me, the undersigned officer, personally appeared Ray Thompson, who acknowledged himself to be the Chairman of the Williamsport Parking Authority, the foregoing municipal authority, and that as such, being authorized by such municipal authority to do so, executed the foregoing deed for the purposes therein contained by signing his name thereon as such.

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

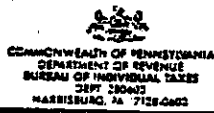
My Commission Expires:

Diane M. Bellott



BK3120PG144

REN143 EX. 12 08



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY
Date of File: 9/30/98
Book Number: 3120
Page Number: 141

Complete each section and file in duplicate with Recorder of Deeds when: (1) the full value consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheets.

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: E. Eugene Yaw, Esq., c/o McNeervey, Pace, et al.
Address: 433 Market Street, Williamsport, PA 17701
Area Code: 717, Phone Number: 326-6555

B TRANSFER DATA

Grantor(s): Williamsport Parking Authority
Grantee(s): County of Lycoming
Street Address: 429 Market Street
City: Williamsport, PA 17701
48 West Third Street, Williamsport, PA 17701

C PROPERTY LOCATION

Street Address: 115 West Third Street
City: Williamsport
County: Lycoming
School District: Williamsport

D VALUATION DATA

1. Actual Cash Consideration: \$1.00
2. Other Consideration: -0-
3. Total Consideration: \$1.00
4. County Assessed Value: \$115,358.00
5. Common Law Rate Factor: 1.33
6. Fair Market Value: \$153,426.14

E EXEMPTION DATA

1a. Amount of Exemption Claimed: all
1b. Percentage of Interest Conveyed: 100%

- 2. Check Appropriate Box Below for Exemption Claimed
[] Will or intestate succession
[] Transfer to Industrial Development Agency
[] Transfer to agent or straw party
[] Transfer between principal and agent
[] Transfer to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation
[] Transfer from mortgagor to a holder of a mortgage in default
[] Corrective deed
[] Statutory corporate consolidation, merger or division
[X] Other (Please explain exemption claimed, if other than listed above.) Exempt transaction pursuant to 61 Pa Code 91.193(a) - all parties are excluded parties.

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Grantor or Responsible Party: [Signature]
Date: 6/15/98
(SEE REVERSE)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee herein is as follows:

48 West Third Street
Williamsport, PA 17701

E. Egan Hart

Attorney or Agent for Grantee

DATE: 09/30/1998 TIME: 04:38P INST NO.: 10439

Lycoming County, PA
OFFICE OF THE Register and Recorder of Deeds

RECEIPT NO : 019094 TYPE DOC : DEED
REC FEE : 13.00
LRTI : 0.00
SRTI : 0.00
WRIT TAX : 0.50
DATE: 09/30/1998 TIME: 04:38P INST NO.:

Lycoming County, PA
OFFICE OF THE Register and Recorder of Deeds

RECEIPT NO : 019094 TYPE DOC : CO REC FUND
REC FEE : 1.00
LRTI : 0.00
SRTI : 0.00
WRIT TAX : 0.00

DATE: 09/30/1998 TIME: 04:38P INST NO.:

Lycoming County, PA
OFFICE OF THE Register and Recorder of Deeds

RECEIPT NO : 019094 TYPE DOC : RE REC FUND
REC FEE : 1.00
LRTI : 0.00
SRTI : 0.00
WRIT TAX : 0.00

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Lycoming

RECORDED in the Office for Recording of Deeds, etc., in and for said County, in

Deed Book No. 3120 Vol. _____ Page 141

WITNESS my Hand and Official Seal this 30th day of Sept, 1998

Annabel Mullin

Recorder of Deeds

Gifts and Mortgages

Made the 27th day of March, in the year
one thousand nine hundred and eighty-seven (1987)

Between COMMONWEALTH BANK AND TRUST COMPANY, N.A., a national banking institution with its principal place of business at 101 West Third Street, Williamsport, Lycoming County, Pennsylvania, party of the first part, "GRANTOR"

- A N D -

CITY OF WILLIAMSPORT, a political sub-division of the Commonwealth of Pennsylvania, with an address of 245 West Fourth Street, Williamsport, Lycoming County, Pennsylvania, party of the second part, "GRANTEE"

Witnesseth, That the said party of the first part, for and in consideration of the sum of FIVE HUNDRED SIXTY THOUSAND---(\$560,000)--DOLLARS

unto it well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, its heirs and assigns, forever:

All that certain piece, parcel and lot of land situate in the Third Ward of the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, being more particularly bounded and described in accordance with a survey of John A. Bubba, P.E., dated February 11, 1984, as follows:

BEGINNING at the point of intersection of the western line of Court Street and the northern line of Willow Street; thence along said Willow Street south fifty-six (56) degrees fifty-six (56) minutes west two hundred three (203) feet to a point in the eastern line of Pine Street; thence along the eastern line of Pine Street north thirty-three (33) degrees two (2) minutes west one hundred thirty-five and sixty hundredths (135.60) feet to a point at the southwestern corner of land now or formerly of Stephen J. Lucasi, et ux.; thence by the same north fifty-six (56) degrees fifty-eight (58) minutes east two hundred three (203) feet to a point in the western line of said Court Street; thence by the same south thirty-three (33) degrees two (2) minutes east one hundred thirty-five and forty-eight hundredths (135.48) feet to the point and place of beginning.

BEING the same premises granted and conveyed unto Commonwealth Bank and Trust Company, N.A. by deed of Owen Kugel and Susan Kugel, his wife, dated August 29, 1986, and recorded September 12, 1986, in Lycoming County Deed Book 1161, page 293.

EXCEPTING AND RESERVING unto a former Grantor, its successors and assigns as provided in a prior Deed, an easement for the fire escape as it presently exists on the south wall of the property adjacent on the north now or formerly of Stephen J. Lucasi, et ux., to the extent that said fire escape overhangs the hereinabove described premises.

02208

~~1182~~
1182

This conveyance is made pursuant to a resolution of condemnation passed by the City Council of the City of Williamsport on the ~~11th~~ day of September, 1986, and duly entered on the minutes of such counsel for such date, but in lieu of condemnation proceedings duly brought before the Court, this conveyance, being in lieu of condemnation, is not subject to the realty transfer tax by virtue of the Act of March 4, 1971, P.L. 6, No. 2, Section 1101-C, as amended 72 P.S. Section 8101-C.

FILED
LYCOMING COUNTY
MAR 27 4 10 PM '87
MARY S. HOSSER
REGISTER OF DEEDS

Together with all and singular the ----- improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said party of the first part, its successors and assigns, in law, equity or otherwise, howsoever, of, in and to the same, and every part thereof.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
POST OFFICE BOX 8910
HARRISBURG, PA 17105-8910

REALTY TRANSFER TAX
STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	1182
Page Number	198
Date Recorded	3-27-87

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

PART I - CORRESPONDENT (All inquiries should be directed to the following person.)

Name	Fred A. Holland, Esquire			Telephone Number:		
Street Address	City	State	Zip Code	Area Code	717 326-9091	
30 W. Third St.	Williamsport	PA	17701			

PART II - TRANSFER DATA

Grantor(s)/Lessor(s)	Commonwealth Bank & Trust Co., N.A.			Date of Acceptance of Document	March 27, 1987		
Grantee(s)/Lessee(s)	City of Williamsport						
Street Address	City	State	Zip Code	Street Address	City	State	Zip Code
101 W. Third Street	Williamsport	PA	17701	245 W. Fourth Street	Williamsport	PA	17701

PART III - PROPERTY LOCATION

Street Address	330-48 Pine Street			City, Township, Borough	City of Williamsport	
County	School District	Tax Parcel Number				
Lycoming	Williamsport Area	63-2-109				

PART IV - VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
\$560,000.00	+	= \$560,000.00
4. County Assessed Value	5. Common Level Rate Factor	6. Fair Market Value
	X	=

PART V - EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
\$560,000.00	100%

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession (Name of Decedent) _____ (Estate File Number) _____
- Transfer to Industrial Development Agency.
- Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective deed (Attach copy of the prior deed).
- Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
- Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
Fred A. Holland	March 27, 1987

(SEE REVERSE)

CITY OF WILLIAMSPORT, PA. RESOLUTION

Introduced by Mr. _____ CITY COUNCIL _____
Resolution # 4405

Date September 11, 1986

TITLE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT that the Agreement of Sale by and between the City of Williamsport and Commonwealth Bank & Trust Company N.A. is hereby approved and ratified for the sum of Five Hundred Sixty Thousand (\$560,000.00) Dollars for the property situate at the northeast corner of Pine and Willow Streets as described in Exhibit A attached hereto and conditioned upon the City of Williamsport entering into a contract and lease with a Developer for the real estate.

BE IT FURTHER RESOLVED that the City Solicitor is authorized to prepare and file with the Court of Common Pleas of Lycoming County a Declaration of Taking which shall be executed by the appropriate City Officials for the selection and appropriation of the property described in Exhibit "A" attached hereto.

In lieu of filing Condemnation Proceeding, the affected property owners may grant a deed in lieu of Condemnation.

Edith A. Ferguson
City Clerk

Approved

Robert F. Hapke
President

To have and to hold the said -----

hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said part y of the second part, its heirs and assigns, to and for the only proper use and behoof of the said part y of the second part, its heirs and assigns, forever

And the said party of the first part, for itself and its successors, does by these presents covenant, grant and agree to and with the said part y of the second part, its heirs and assigns, that it, the said party of the first part, and its successors, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said part y of the second part, its heirs and assigns, against it, the said party of the first part and its successors, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same, or any part thereof, specially

shall and will Warrant and forever Defend

The COMMONWEALTH BANK AND TRUST COMPANY, N.A., the said party of the first part, doth hereby constitute and appoint John T. Detwiler to be its attorney, for it and in its name, and as and for its corporate act and deed, to acknowledge this Indenture before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

This Deed is made under and by virtue of a resolution of the Board of Directors of the party of the first part, duly passed at a meeting thereof duly and legally held on the 23rd day of May 19 85

In Witness Whereof. COMMONWEALTH BANK AND TRUST COMPANY, N.A. the said party of the first part, has caused these presents to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed, duly attested by its Secretary or an Assistant Secretary, the day and year first above written.

ATTEST:

[Handwritten signature]
Secretary

COMMONWEALTH BANK AND TRUST COMPANY, N.A.

By: *[Handwritten signature]*
Title: *[Handwritten signature]*

Commonwealth of Pennsylvania }
County of Lycoming } 33.

I Herby Certify that on this 27th day of March A. D. 19 87, before me, the subscriber, a Notary Public in and for said Commonwealth and County, personally appeared John T. Detwiler, the attorney named in the foregoing Indenture, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Indenture to be the act and deed of the said COMMONWEALTH BANK AND TRUST COMPANY N.A. to the intent that the same may be duly recorded.

Witness my hand and Notarial Seal the day and year aforesaid.

MY COMMISSION EXPIRES
1988
LOISE V. WACKER, NOTARY PUBLIC
WILLIAMSPORT, LYCOMING COUNTY
MY COMMISSION EXPIRES DEC. 4, 1988
Member, Pennsylvania Association of Notaries

LOISE V. WACKER
Notary Public

I Herby Certify, that the precise address of the grantee herein is

245 West Fourth St.
Williamsport, PA 17701

Michael Keach

Attorney for Grantee

290
RECORDED

COMMONWEALTH BANK AND TRUST COMPANY, N.A.

MAIL TO:
CITY OF WILLIAMSPORT
245 W. FOURTH ST.
WILLIAMSPORT, PA 17701

Dated, 19 87

50
13.00

Commonwealth of Pennsylvania }
County of Lycoming } 33.

RECORDED IN City
DATE 3-27-87

Recorded on this 27th day of March A.D. 19 87
in the Recorder's Office of said County
in DEED Book 1182 Vol. PAGE 198
Given under my hand and seal of the said office
the date above written.

Mary A. Mosser

RECORDED