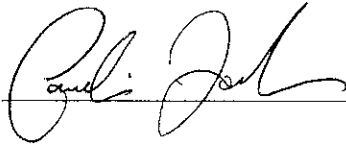


RESOLUTION NO. 55 - 2018

Moved by:



A Resolution authorizing the City of Harrisburg to enter into an agreement of sale with the General Services Administration for real property located at 648 and 650 Boyd Street, Harrisburg, PA in lieu of eminent domain proceedings.

**WHEREAS**, the City of Harrisburg (the "City") acquired title to two (2) certain parcels of land located at 648 and 650 Boyd Street, Harrisburg, PA ("Properties") by eminent domain in 2008 as part of the 7<sup>th</sup> Street Widening project; and

**WHEREAS**, the Properties comprise an area of approximately 2,063 square feet; and

**WHEREAS**, the General Services Administrative (GSA) on behalf of the United States of America ("United States"), in furtherance of the Federal Courthouse Project, expressed a need for the United States to acquire title to the Properties; and

**WHEREAS**, the GSA has offered the City compensation based on a fair market value appraisal in the amount of \$39,000 for the Properties, attached hereto as "Exhibit A"; and

**WHEREAS**, the GSA has submitted a Contract to Sell Real Property in order to facilitate the sale of the subject Properties which includes a legal description and survey plot sketch of the Properties, attached hereto as "Exhibit B"; and

**WHEREAS**, City approval of the sale of the Properties would negate the need for the GSA to institute eminent domain proceedings against the City; and

**WHEREAS**, the City desires to cooperate with the GSA in furtherance of the Federal Courthouse Project; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG**, that the City shall sell the Property to the United States of America for the offer amount of \$39,000.

**BE IT FURTHER RESOLVED**, that the sale shall be facilitated by entering into the Contract to Sell Real Property submitted by the GSA on behalf of the United States of America

and the Mayor, City Controller and other appropriate City officials are authorized to take all steps necessary to effectuate the purpose of this Resolution.

I second this resolution: *[Signature]*

Passed the City Council June 26, 2018  
*Wanda R. D. Williams*  
President of City Council

Attest *[Signature]*  
City Clerk

- Approved
- Returned to City Council with objections

YEAS		NAYS
	<del>MR. ALLATT</del>	
	<del>MS. DANIELS</del>	
	<del>MS. GREEN</del>	
	<del>MR. JOHNSON</del>	
	<del>MR. MADSEN</del>	
	<del>MR. MAJORS</del>	
	<del>MS. WILLIAMS</del>	
Yeas	<u>7</u>	
Nays	<u>0</u>	

**INTER**

**OFFICE**

# MEMO

To: HARRISBURG CITY COUNCIL  
From: Kirk Petroski, City Clerk  
LEGISLATIVE APPROVAL FORM

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2018      RESOLUTION NO. <sup>55</sup> -2018

THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR'S OFFICE ON:

*Dianne E. Baldock*  
Sr. Deputy City Solicitor

5-7-2018  
Date

Requested by Department/Bureau: Administration

Department/Bureau Contact Person: Mayor

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on

Received by: *[Signature]*

Date: 5-7-18

# **E x h i b i t “A”**



March 26, 2018

Tiffanie E. Baldock, Esq.  
Acting Sr. Deputy City Solicitor  
City of Harrisburg – Law Bureau  
Martin Luther King, Jr. Government Center  
10 N. 2nd Street – Suite 402  
Harrisburg, PA 17011

Dear Ms. Baldock,

As discussed earlier this month, you indicated that the Agreement of Sale (Contract to Sell Real Property) for 648 and 650 Boyd Street, Harrisburg, Pennsylvania should be forwarded to your attention. The General Services Administration (GSA) has completed its preliminary acquisition surveys and a fair market value appraisal of the properties located at 648 and 650 Boyd Street, Harrisburg, Pennsylvania. According to the boundary survey performed by our contractor, Dawood Engineering, the total area of the properties is 2,063 square feet.

The appraisal meets the standard set forth in the Uniform Appraisal Standards for Federal Land Acquisitions and was reviewed by our GSA regional appraiser. The estimate of just compensation of the subject property, based on fee-simple ownership and assuming its highest and best use, with an effective date of January 10, 2018 is:

Thirty-nine Thousand Dollars

Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Sec. 301, direct the head of the Federal agency acquiring the property to establish an amount which he believes to be just compensation and make a prompt offer to acquire the property for the full amount established.

Accordingly, based upon the review of the appraisal, we hereby offer to purchase the subject real property comprised of 2,063 square feet of land for \$39,000.00. We request that you carefully evaluate this offer and respond in writing within ten days of receipt. Should you have questions regarding this offer, please feel free to me at [Luann.Caruso@gsa.gov](mailto:Luann.Caruso@gsa.gov) or by phone at 215-435-1689.

Thank you for your time and consideration of this matter. We look forward to hearing from you soon.

Sincerely,

Luann Caruso  
Site Acquisition Contracting Officer  
Real Estate Acquisition Division

# **E x h i b i t “B”**

**CONTRACT TO SELL REAL PROPERTY**REFERENCE  
(Harrisburg, Pennsylvania)

The undersigned, hereinafter called the "Vendor" who represents that he (she)(it) is the owner of the real property described below, hereby, for himself (herself)(itself), his (her) heirs, executors, administrators(its), successors and assigns, agrees to convey to the United States of America and its assigns, in accordance with the terms and conditions set forth herein, the land, together with the buildings and improvements thereon, unless specifically excepted, and all rights, hereditaments, easements and appurtenances thereto.

The real property which the Vendor agrees to convey to the United States of America and its assigns is located in:

<b>CITY</b> Harrisburg	<b>COUNTY</b> Dauphin	<b>STATE</b> Pennsylvania
---------------------------	--------------------------	------------------------------

As shown in the attached legal description (Exhibit A) and plat (Exhibit B)

The Vendor covenants and agrees to convey to the United States of America and its assigns the indefeasible fee simple title to the above-described land subject only to the following outstanding rights in third parties: (If "none," so state)  
NONE

The Vendor specifically reserves and excepts the following rights and interests in the above-described property: (If "none," so state)  
NONE

The Vendor and the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States, and agrees to convey said real property to the United States of America and its assigns in consideration of the sum of **Thirty-nine Thousand Dollars (\$39,000.00)** which amount shall be paid at the time the title to the property becomes vested in the United States.

The Vendor further agrees that the United States of America shall have 30 days to indicate its acceptance of the contract price and the terms and conditions herein, by mailing or delivering a copy of this contract signed by a duly authorized representative of the United States, to the Vendor at the address indicated below.

**NAME AND ADDRESS OF VENDOR**

(Include street address, city, state &amp; ZIP Code)

**City of Harrisburg**  
**Martin Luther King, Jr. Government Center**  
**10 N. 2nd Street – Suite 402**  
**Harrisburg, PA 17011**

By: \_\_\_\_\_

ITS: \_\_\_\_\_

**ACCEPTANCE OF OFFER TO SELL REAL PROPERTY**

Date: \_\_\_\_\_

This offer of the Vendor contained herein is  
Hereby accepted for and on behalf of

**THE UNITED STATES OF AMERICA**By: \_\_\_\_\_  
Contracting Officer (Signature)\_\_\_\_\_  
(Title)

**1. SURVEY WITH PRICE ADJUSTMENT IF LESS AREA.**

The description of the property is subject to such modifications as may be necessary to conform to a survey of the property to be made by and at the expense of the United States. In the event that the property to be conveyed has an area less than indicated by the dimensions given in the description (clear building space, exclusive of sidewalks, etc.) at the election of the United States an equitable reduction shall be made in the amount of the purchase price. The United States is not obligated to conclude the purchase of an area less than that described.

**2. SATISFACTORY TITLE AND TITLE EVIDENCE.**

In order for the land to be acquired by voluntary conveyance, the title must be satisfactory to the Attorney General of the United States. The United States will defray the expenses incident to the preparation and recordation of the deed and obtaining of title evidence. In the event that the title to the property should be unsatisfactory, the Vendor agrees to deliver or cause to be delivered to the United States, at the Vendor's expense, such deeds, releases, affidavits, or other title instruments as the Attorney General may require to cure the title defects. Should the Vendor fail to cure the title defects within sixty (60) days (or such extended period as the Attorney General may allow) after receipt of written notice of such defects, the United States may elect either to terminate this contract by giving written notice of termination to the Vendor, or it may condemn the property as provided in paragraph 4 hereof. If the United States should give such notice of termination, the contract and the obligations incurred thereunder shall be deemed terminated as of the date of such notice without liability by the United States.

b. The title when conveyed to the United States shall be clear of all mineral rights and interests, easements, restrictions, and leases, except those which may be acceptable to the United States. All judgments, taxes, assessments, liens or encumbrances of any sort, existing or inchoate, shall be satisfied. However, it shall not be necessary to discharge liens and mortgages until such time as the transfer of title to the Government is made. The Vendor will be reimbursed by the United States for the pro rata portion of prepaid real property taxes which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of the property by the United States, whichever is earlier. The United States will defray the penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the property.

**3. DEED.**

Title to the property shall be conveyed to the United States by a Special Warranty Deed, which shall be satisfactory to the Attorney General, except that instruments of conveyance by states, municipal corporations, fiduciaries, and persons acting solely in a representative capacity need not contain general warranty covenants, if otherwise satisfactory to the Attorney General. The purchase price recited in the deed shall be the actual consideration paid by the United States. The deed will be prepared by the United States and recorded at its own expense. The Vendor shall, however, obtain and affix to the deed documentary revenue stamps required by law. The Vendor will be reimbursed by the United States for such transfer taxes.

**1. CONDEMNATION PROCEEDINGS.**

The United States has the right to acquire the property by institution of condemnation proceedings and expressly consents that this contract to sell real property can be used as a basis for stipulation therein for the purpose of fixing the just compensation of the property. The Vendor further agrees that any and all awards of just compensation that may be determined by judgment of the court on behalf of any and all persons, corporations, or associations, other than the Vendor, shall be deducted from the purchase price, and the Vendor consents to the entry of such judgments, if any, and to accept the remaining balance as full and just compensation for the taking of the property described.

**2. DIMINUTION IN VALUE, LOSS OR DAMAGE.**

The Vendor agrees not to do, or permit other to do, any act by which the value of the subject property may be diminished or whereby the title to the property may be encumbered. The Vendor further agrees that if any loss or damage to the property, or to any part thereof, should occur from fire or acts of God or any other cause prior to the vesting of satisfactory title to the property in the United States or delivery of possession, whichever occurs first, the loss or damage shall be borne by the Vendor, and the United States may, without liability, refuse to accept conveyance of the property or may elect to accept conveyance based upon an equitable adjustment of the purchase price.

**3. ENTIRE SITE TO BE ACQUIRED.**

If the property described in this contract is composed of more than one parcel of land, the United States shall be under no obligation to acquire any parcel until the Attorney General shall have rendered a favorable opinion on the title to all the parcels embraced in the entire tract. Where the United States determines that a portion of the property shall be acquired by condemnation proceedings, as provided in paragraph 4, the United States shall not be required to conclude the purchase of any parcel until the entire tract has been acquired.

**4. ATTEMPTED VARIATIONS.**

No variation or departure from the terms of this contract will be binding on the United States unless previously agreed upon in writing by the Administrator of General Services or his duly authorized representative.

**5. OFFICIALS NOT TO BENEFIT.**

No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise thereupon; but this provision shall not be construed to extend to the contract if made with a corporation for its general benefit.

**6. COVENANT AGAINST CONTINGENT FEES.**

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this provision, the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price the full amount of such commission, percentage, brokerage, or contingent fee.

**7. EXAMINATION OF RECORDS.**

The Vendor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Vendor involving transactions related to this contract.

**8. CLEARING OF SITE.**

In the event the Vendor reserves the right to remove buildings or other improvements from the site, this Condition 11 shall apply.

a. The Vendor agrees, without expense to the United States and to the satisfaction of the custodian of the site, to remove the said buildings or other improvements down to ground level, and also to remove all tracks, poles, and wires (overhead or underground), all gas, water, and heating pipes, ducts, conduits, etc., and sewers crossing the site, or, in lieu of removal thereof, to plug at the lot lines any such pipes, ducts, conduits, or sewers.

b. Immediately after title to the land shall have vested in the United States or if removal of reserved buildings or other improvements shall have created a dangerous condition, then immediately after such condition is created, the Vendor agrees, without expense to the United States, to rail off or cover, to the satisfaction of the custodian of the site, all open wells, cellars, or other excavations on the site.

c. Prior to the payment of the purchase price to the Vendor forth in land, the Vendor agrees to furnish a good and sufficient bond in such amount as the United States may deem appropriate, guaranteeing the performance of all of the obligations of the Vendor relating to site clearance set forth above.

d. If the Vendor fails to comply with any of the obligations set for the in subparagraphs a, b, and c, of these Special Provisions, the United States, or its duly authorized representative, may perform the work, sell or dispose of any buildings or other improvements, or any portion thereof, and collect from the Vendor or the obligors on the bond referred to in subparagraph c. herein, all costs incurred that are in excess of the proceeds of any such sale.

**12. ENVIRONMENTAL REPRESENTATIONS.**

Vendor represents and warrants to the United States of America as of the date the Vendor executes this contract, and shall be deemed to represent and warrant as of the closing date, that to the best of Vendor's knowledge:

a. Vendor has no liability under, has never violated, and is presently in compliance with all environmental laws, rules regulations and ordinances applicable to the Real Property and any operations thereon, and to the best of the Vendor's knowledge, there exist no adverse environmental conditions with respect to the Real Property or any operations thereon.



- b. Vendor has neither disposed of solid waste at the Real Property, nor generated, manufactured, refined, transported, stored, handled, disposed, transferred, produced, or processed any hazardous substance, pollutant or contaminant, including hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act), disposed of, released or existing in environmental media such as soil, subsurface soil, air, groundwater, surface water or subsurface geological formations at levels above background from or on the Real Property (other than ordinary small quantities of household or office cleaning supplies and office supplies, such as photocopy supplies for office use), and Vendor has no knowledge of the release or threat of release of any of these at or in the vicinity of the Real Property.
- c. No lien has been imposed on the Real Property by any governmental entity in connection with an unsatisfactory environmental condition located on or off the Real Property.
- d. The Real Property contains no asbestos-containing materials. Asbestos-containing materials are defined as any materials with a concentration of one percent (1%) or greater by dry weight of asbestos fibers.
- e. At the closing, Vendor shall certify in writing that these representations and Warranties are true and correct on the closing date.

13. ENVIRONMENTAL INDEMNIFICATION. Grantor has determined that the property is unrestricted as to its uses, and that Grantor will take all response actions necessary to protect human health and the environment that have not been taken as of the date of this conveyance but are discovered to be required after the date of this conveyance, and that are not attributable to the Grantee. In particular, Grantor provides assurances that, in accordance with and to the extent required at the location of the Real Property by applicable federal, state and local laws, Grantor will timely:

- a. assess, inspect, investigate, study, and remove or remediate, as appropriate, the release or threatened release of a hazardous substance, pollutant or contaminant, including hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act), disposed of, released or existing in environmental media such as soil, subsurface soil, air, groundwater, surface water or subsurface geological formations at levels above background from or on the Real Property; and
- b. settle or defend any claim, demand, or order made by federal, state or local regulators or third parties in connection with any release or threatened release of a hazardous substance, pollutant or contaminant, hazardous waste or hazardous constituent, petroleum derivative from or on the Real Property.

**NAME AND ADDRESS OF VENDOR**

**Vendor agrees and hereby directs the United States of America to make payment of the consideration to Stewart Title Company, Inc., as escrow agent for closing this sale. Stewart Title Company, Inc. will then disburse the proceeds pursuant to the terms of this contract.**

**City of Harrisburg**

\_\_\_\_\_  
**City of Harrisburg**

\_\_\_\_\_

Date

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**TIN** \_\_\_\_\_

Exhibit 'A'

A portion of that certain tract of land condemned by the City of Harrisburg in Eminent Domain Proceeding No. 2008-CV-5716-CN filed on May 15, 2008 and recorded in the Office of the Recorder of Deeds of Dauphin County, Pennsylvania, and being situate in the City of Harrisburg, County of Dauphin, and the Commonwealth of Pennsylvania, being more particularly bounded and described per a survey plot sketch prepared by Dawood Engineering, Inc. dated November 17, 2017, to wit:

BEGINNING at a point on the northern right-of-way line of Boyd Street and the southeastern corner of lands now or formerly of James M. Close, as described in Deed Book 3653 Page 361;

Thence along said lands now or formerly of James M. Close, North 29 Degrees 30 Minutes 29 Seconds West, a distance of 87.92 feet to a point on the southern side of an unopened alley;

Thence along the southern side of the unopened alley, North 60 Degrees 23 Minutes 56 Seconds East, a distance of 14.06 feet to a point on the western right-of-way line of North Seventh Street;

Thence along the western right-of-way line of North Seventh Street, South 23 Degrees 48 Minutes 29 Seconds East, a distance of 85.02 feet to a point on the western right-of-way line of North Seventh Street and the northern right-of-way line of Boyd Street;

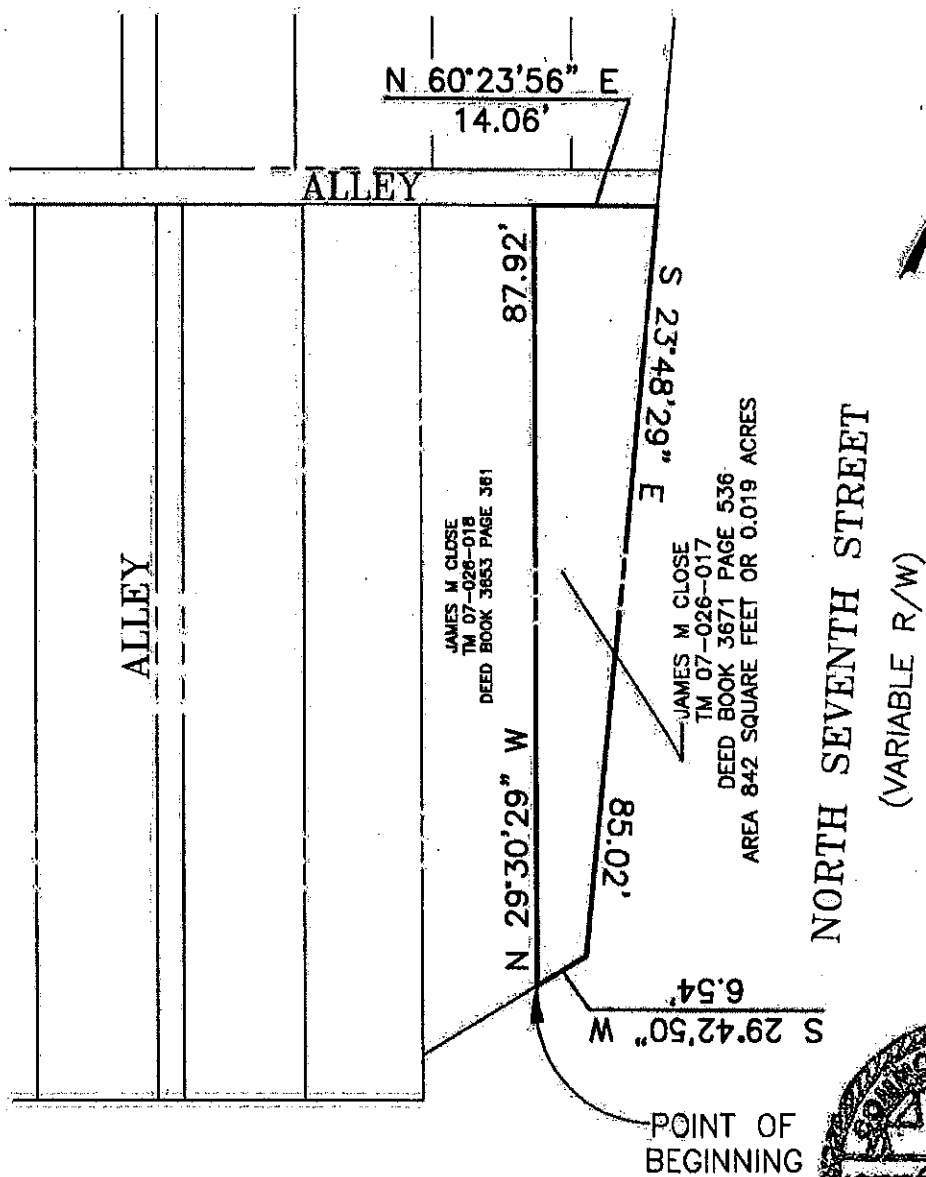
Thence along the northern right-of-way line of Boyd Street, South 29 Degrees 42 Minutes 50 Seconds West, a distance of 6.54 feet to a point on the aforesaid northern right-of-way line of Boyd Street, the place of BEGINNING.

Containing an area of 842 square feet or 0.019 acres

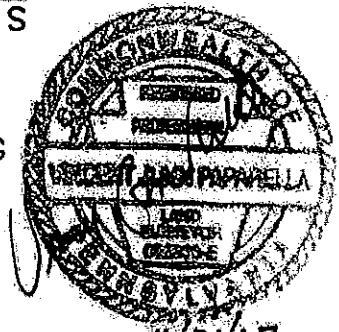
AND another portion of that certain tract of land condemned by the City of Harrisburg in Eminent Domain Proceeding No. 2008-CV-5716-CN filed on May 15, 2008 and recorded in the Office of the Recorder of Deeds of Dauphin County, Pennsylvania, and being situate in the City of Harrisburg, County of Dauphin, and the Commonwealth of Pennsylvania, being more particularly bounded and described per a survey plot sketch prepared by Dawood Engineering, Inc. dated November 17, 2017, to wit:

BEGINNING at a point on the northern right-of-way line of Boyd Street and the southeastern corner of lands now or formerly of The United States of America, as described in Instrument Book No. 20120001743, Premises D;

EXHIBIT 'B'



NORTH SEVENTH STREET  
(VARIABLE R/W)



BOYD STREET  
(30' R/W)



GRAPHIC SCALE IN FEET

Boundary lines and bearings & distances shown hereon are based on deed information obtained from the Dauphin County courthouse and reflect the accuracies and/or inaccuracies thereof. This plot does not constitute the results of a field boundary survey.


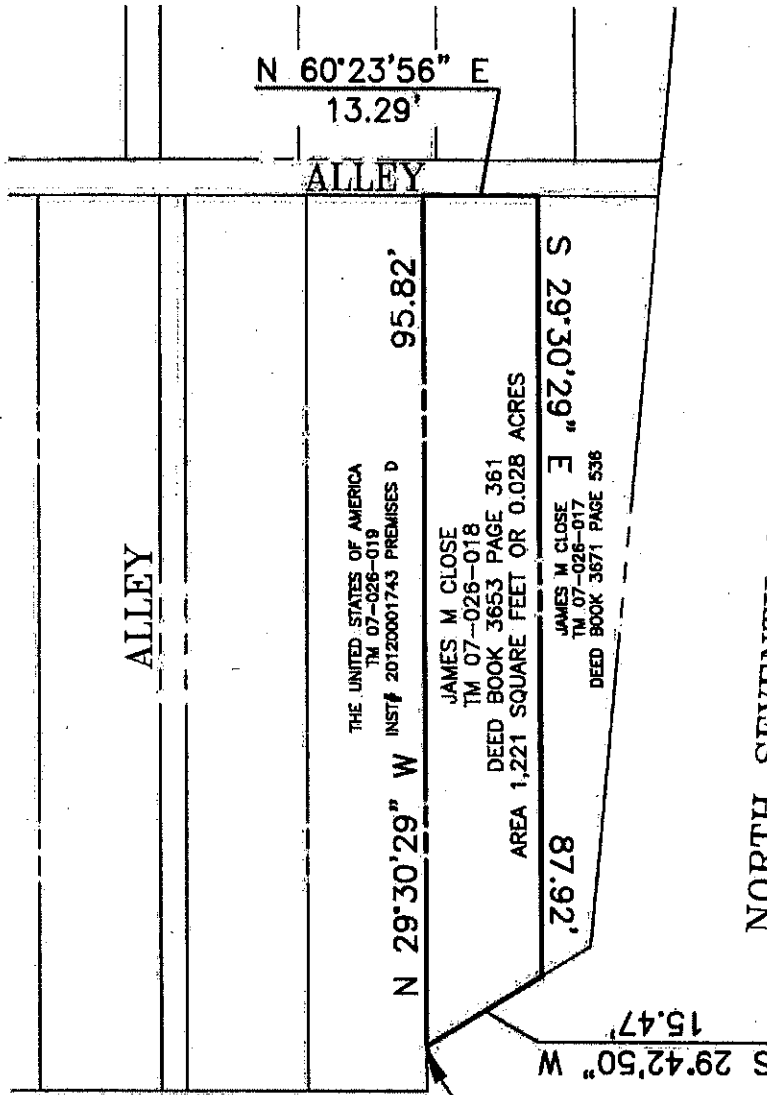
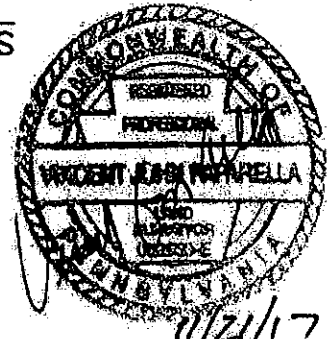
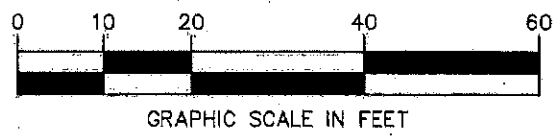
 <p><b>DAWOOD</b> 2020 Good Hope Road Erie, PA 17025-0246 t: 717.732.8576 f: 717.728.8914</p>	<p>PROJECT</p> <p>SKETCH OF LANDS FOR JAMES M CLOSE DEED BOOK 3671 PAGE 536 TAX MAP 07-028-017</p> <p>CITY OF HARRISBURG DAUPHIN COUNTY PENNSYLVANIA</p>	<table border="1"> <tr><td>DATE</td><td>11/21/17</td></tr> <tr><td>JOB NO.</td><td>204189.09</td></tr> <tr><td>FILE NAME</td><td>SV-EX-BP02</td></tr> <tr><td>DRAWN/CHECKED BY</td><td>KMF/SAW</td></tr> <tr><td>SCALE</td><td>1" = 20'</td></tr> <tr><td>SHEET NO.</td><td>1 OF 1</td></tr> </table>	DATE	11/21/17	JOB NO.	204189.09	FILE NAME	SV-EX-BP02	DRAWN/CHECKED BY	KMF/SAW	SCALE	1" = 20'	SHEET NO.	1 OF 1
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SHEET NO.	1 OF 1													

EXHIBIT 'B'



NORTH SEVENTH STREET  
(VARIABLE R/W)

BOYD STREET  
(30' R/W)



POINT OF BEGINNING

Boundary lines and bearings & distances shown hereon are based on deed information obtained from the Dauphin County courthouse and reflect the accuracies and/or inaccuracies thereof. This plot does not constitute the results of a field boundary survey.

2020 Good Hope Road  
Enola, PA 17025-0246  
t: 717.732.8576  
f: 717.728.8914

PROJECT  
**SKETCH OF LANDS FOR  
 JAMES M CLOSE  
 DEED BOOK 3653 PAGE 361  
 TAX MAP 07-026-018**  
 CITY OF HARRISBURG  
 DAUPHIN COUNTY PENNSYLVANIA

DATE	11/21/17
JOB NO.	204189.09
FILE NAME	SV-EX-8P02
DRAWN/CHECKED BY	KMF/SAM
SCALE	1" = 20'
SHEET NO.	1 OF 1