



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Adam Waldron, President, City Council

From: William P. Leeson, Esq., City Solicitor

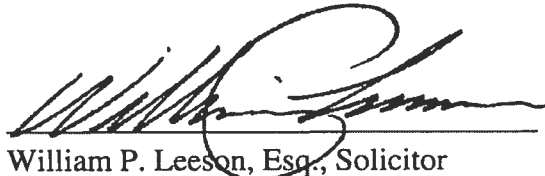
Re: Agreement of Sale and Associated Deed
Commonwealth of Pennsylvania Department of Transportation
Friedensville Road / Water Street Project

Date: October 31, 2018

Attached is a proposed resolution authorizing the Mayor and Controller to execute an Agreement of Sale and associated Deed with the Commonwealth of Pennsylvania Department of Transportation to grant and convey a portion of City owned property (Parcel No. Q7-9-8) located at the intersection of Friedensville and Creek Roads to the Commonwealth for right-of-way purposes.

By way of background, the City acquired the subject property in 1933 and that deed specifically stated that the premises shall be used by the City of Bethlehem for street purposes. A portion of the premises is located within the City's Creek Road right-of-way and part of the premises is within the existing Friedensville Road right-of-way. PennDOT requires additional right-of-way for the construction of improvements related to the reconstruction of the Friedensville Road Bridge. As such, they have offered to purchase that portion of the property that is not part of the City's Creek Road right-of-way. This amounts to 1809 square feet of required right of way and 3742 square feet of underlying fee from Friedensville Road.

In order to keep the project moving forward, PennDOT has requested that the attached Resolution be placed on Council's upcoming agenda for review and approval. PennDOT would like to have this right-of-way in place so that they can proceed to final right-of-way clearance for this project.


William P. Leeson, Esq., Solicitor

CC: Robert J. Donchez, Mayor
Michael Alkhal, P.E.
Matthew Dorner

ROW OFFICE PROJ. NO.	050352
COUNTY	Northampton
S.R. - SECTION	3004-01B
MUNICIPALITY	City of Bethlehem
PARCEL NO.	1
CLAIM NO.	4800299000
CLAIMANT	City of Bethlehem

AGREEMENT OF SALE
(Fee Simple)

Made on _____ by CITY OF BETHLEHEM owner(s) of property affected by the construction or improvement of the above mentioned State Route, its heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the SELLER, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH recorded a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the SELLER will convey in fee simple and such other lesser estate(s) as designated, if any, to the COMMONWEALTH the property or portion thereof required by the COMMONWEALTH.

NOW, THEREFORE, in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND 00/100 (\$1,400.00) Dollars and other good and valuable consideration, the SELLER hereby agrees to sell and convey to the COMMONWEALTH and the COMMONWEALTH agrees to purchase

- in fee simple the premises described by metes and bounds in Exhibit "A"
- in fee simple that portion of the aforesaid property designated as required right-of-way or as acquired in fee simple for other purposes on the plot plan attached hereto and made a part hereof; and those areas, if any, designated as required for easement purposes as identified by the plot plan and set forth below.

Being all or a portion of the same property conveyed or devised to the SELLER by DEED of LAURA SHOOK, SINGLE, dated May 11, 1933 and recorded in DEED BOOK C-65, PAGE 268 together with the improvements, hereditaments and appurtenances thereto, except those which may be agreed below to be retained by the SELLER, free and clear of all liens, charges, delinquent taxes and assessments, and of all leases, agreements and other encumbrances which the SELLER has the right to terminate or remove. The SELLER will assign to the COMMONWEALTH all of the SELLER'S right, title and interest in those leases, agreements, and other encumbrances which cannot be terminated or removed.

This conveyance contains 1809 square feet of required right of way and 3742 square feet of underlying fee from Friedensville Road, and the property is identified on COMMONWEALTH plans as Parcel 1. The SELLER will warrant GENERALLY the property interest to be conveyed.

The SELLER hereby excepts and reserves from this conveyance all right, title, and interest in and to all minerals, including oil, gas, subsurface gas storage, and subsurface gas storage protection together with the right to produce, inject, store subsurface, withdraw, and protect natural gas and oil; said mining, removal, storage and storage protection activities to be accomplished from a minimum depth to be determined by the COMMONWEALTH, from mine shafts, wells or other facilities located off the right-of-way, it being the intent of this provision that the COMMONWEALTH owns the right of support and no mineral activities may take place on the surface of the land acquired by the COMMONWEALTH.

All expenses of examination of the title and of preparation and recording of the deed shall be paid by the COMMONWEALTH. Payment of the purchase price shall be made within ninety (90) days of the date of this agreement.

Loss or damage to the property by fire or other casualty shall be at the risk of the SELLER until possession of the property has been delivered to the COMMONWEALTH. The SELLER may continue to insure the property after possession has been delivered until title has passed to the COMMONWEALTH under this agreement, any insurance policy(ies) on such building(s) shall be amended to provide for payment thereunder (by means of a standard mortgage clause) to the COMMONWEALTH of the amount paid to the SELLER under this agreement.

The SELLER is assured that the COMMONWEALTH will not require vacation of the property for at least ninety (90) days from the execution of this agreement.

The SELLER will receive a NOTICE TO VACATE at least thirty (30) days before possession will be required by the COMMONWEALTH.

SELLER may remain in possession, on a rent free basis, until N/A after which date SELLER will pay rental to the COMMONWEALTH in the sum of \$0.00 per month, in advance, beginning N/A, on a month-to-month basis until possession has been delivered. It is understood and agreed that the SELLER may relocate at their convenience prior to this date. From and after the execution of this instrument, the COMMONWEALTH, its agents and contractors, shall have the right to enter upon the premises to be conveyed for making studies, tests, soundings, and appraisals. The SELLER agrees to execute the Department's Lease Agreement, Form RW-670. Upon the expiration of one year, the amount of rental may be changed at the discretion of the COMMONWEALTH.

The SELLER does further remise, release, quitclaim and forever discharge the COMMONWEALTH or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the SELLER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903, 904 (Replacement Housing) and/or Section 905 (Housing Replacement Authorization) of the Eminent Domain Code.

The SELLER does further indemnify the COMMONWEALTH against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the COMMONWEALTH.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

SELLER:

City of Bethlehem
(Name of Entity)

BY: _____
Robert J. Donchez, Mayor

BY: _____
George Yasso, Controller

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

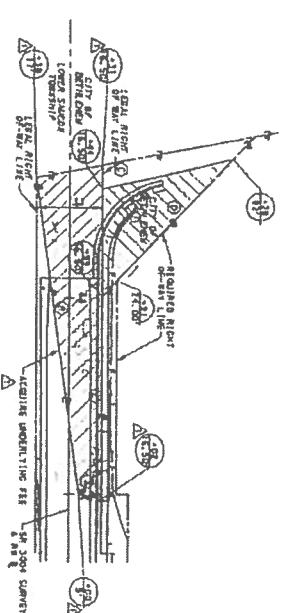
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Right-of-Way Administrator

NOTES:
 ORIGINAL PROPERTY LINES ARE LOCATED FROM THE BEST OR BEST AVAILABLE RECORDS SUBMISSION ON LOT PLANS EXISTING FOR THE SUBJECT PROPERTY. THE PROFESSIONAL LAND SURVEYOR'S RESPONSIBILITY FOR THE PROPERTY PLANS IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

AREA AND BEARING TABLE

1	2 91.30' E	12.7'
2	5 84' 31" 33" W	102.06'
3	4 52' 21" W	102.84'
4	5 11' 20" E	117.00'
5	4 17' 15" E	177.00'



DETAIL PLAN
 0 15 30 FEET



REVISION 1 PREPARED BY:
 CCI TECHNOLOGIES

REVISED SURVEYOR	REC. PROJ. ENGINEER

TAX NUMBER: 01-3-A

RIGHT-OF-WAY CLAIM INFORMATION
 COMMUNITY OF PENNSYLVANIA-DEPARTMENT OF TRANSPORTATION
 STATE RD. 3081, STATE ST. & HUNTERDEN LANDMARKS COMPANY
 SHEET NO. 0127-1
 PROJECT ORIGIN: CLUITY OF MEASURER
 DRAWN BY: [Signature]

AREAS	ACRE/ST	REQUISITE AREA	ACRE/ST
CELESTIAL	0.0000	RIGHT-OF-WAY	0.1717
UNDERLYING FEE	0.0000	UNDERLYING FEE	0.1717
TOTAL	0.0000	TOTAL	0.3434

RESIDUE: 0.0000

AS SHOWN

SURVEYOR	SURVEYOR

COUNTY	DISTRICT	TOWN	SECTION	BLOCK	LOT
MONROE	103	1018	1018	1018	1018

Prepared By: PA Department of Transportation
1002 Hamilton Street
Allentown, PA 18101



Return To: PA Department of Transportation
1002 Hamilton Street
Allentown, PA 18101

Site Location: Friedensville Road, Bethlehem, PA 18015
Tax Parcel ID: Q7 9 8

RW-317F (2/18)
18-FA-48.0

ROW OFFICE PROJ. NO.	050352
COUNTY	Northampton
S.R. - SECTION	3004-01B
MUNICIPALITY	City of Bethlehem
PARCEL NO.	1
CLAIM NO.	4800299000
CLAIMANT	City of Bethlehem

DEED
(Fee Simple)

THIS INDENTURE, made by CITY OF BETHLEHEM owner(s) of property affected by the construction or improvement of the above mentioned State Route, its heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH recorded a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the GRANTOR will convey in fee simple and such other estate(s) as designated, if any, to the COMMONWEALTH the property or portion thereof required by the COMMONWEALTH,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the GRANTOR does hereby grant and convey to the COMMONWEALTH

- In fee simple the premises described by metes and bounds in exhibit "A".
- In fee simple that portion of the aforesaid premises designated as required right-of-way or as acquired in fee simple for other purposes on the plot plan attached hereto and made a part hereof; and those areas, if any, designated as required for easement purposes as identified by the plot plan and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by DEED of LAURA SHOOK, SINGLE, dated May 11, 1933 and recorded in DEED BOOK C-65, PAGE 268, together with the improvements, hereditaments and appurtenances thereto.

This conveyance contains 1809 square feet of required right of way and 3742 square feet of underlying fee from Friedensville Road and is identified on COMMONWEALTH plans as Parcel 1. The GRANTOR warrants GENERALLY the property hereby conveyed.

The GRANTOR hereby excepts and reserves from this conveyance all right, title, and interest in and to all minerals, including oil, gas, subsurface gas storage, and subsurface gas storage protection together with the right to produce, inject, store subsurface, withdraw, and protect natural gas and oil; said mining, removal, storage and storage protection activities to be accomplished from a minimum depth to be determined by the COMMONWEALTH, from mine shafts, wells or other facilities located off the right-of-way, it being the intent of this provision that the COMMONWEALTH owns the right of support and no mineral activities may take place on the surface of the land acquired by the COMMONWEALTH.

The GRANTOR does further remise, release, quitclaim and forever discharge the COMMONWEALTH or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903, 904 (Replacement Housing) and/or Section 905 (Housing Replacement Authorization) of the Eminent Domain Code.

The GRANTOR does further indemnify the COMMONWEALTH against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the COMMONWEALTH.

Certificate of Residence

I hereby certify the Grantee's precise residence to be:

PA Department of Transportation
1002 Hamilton Street, Allentown, PA 18101

Witness my hand this _____ day of _____, _____

Agent for the Commonwealth of Pennsylvania
Department of Transportation

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

GRANTOR:

City of Bethlehem
(Name of Entity)

BY: _____
Robert J. Donchez, Mayor

BY: _____
George Yasso, Controller

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

INDIVIDUAL

ENTITY

STATE OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 20____,
before me, _____,
the undersigned officer, personally appeared _____
_____, known to me
(or satisfactorily proven) to be the person(s) whose
name(s) _____ subscribed to the within instrument,
and acknowledged that _____ executed the
instrument for the purposes contained in it.

In witness whereof, I hereto set my hand and official
seal.

[Signature]

[Title]

[Seal]

STATE OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 20____,
before me, _____, the undersigned
officer, personally appeared _____
_____, who acknowledged _____ self
to be the _____ [title] of
_____ [name of entity],
and that as such _____
_____ [title], being authorized to do so,
executed the foregoing instrument for the purposes
contained in it by signing on behalf of the entity as
_____ [title].

In witness whereof, I hereto set my hand and official seal.

[Signature]

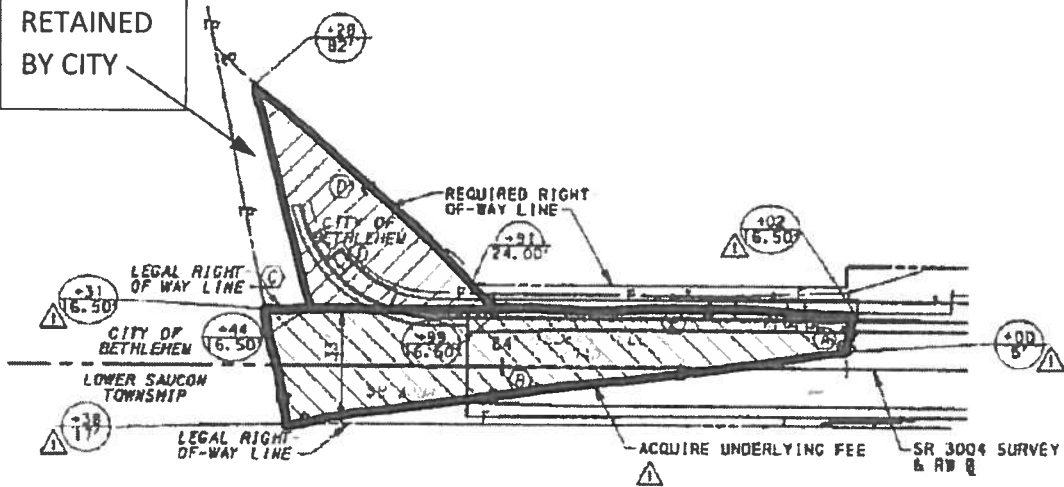
[Title]

[Seal]

APPROVED AS TO FORM AND LEGALITY:

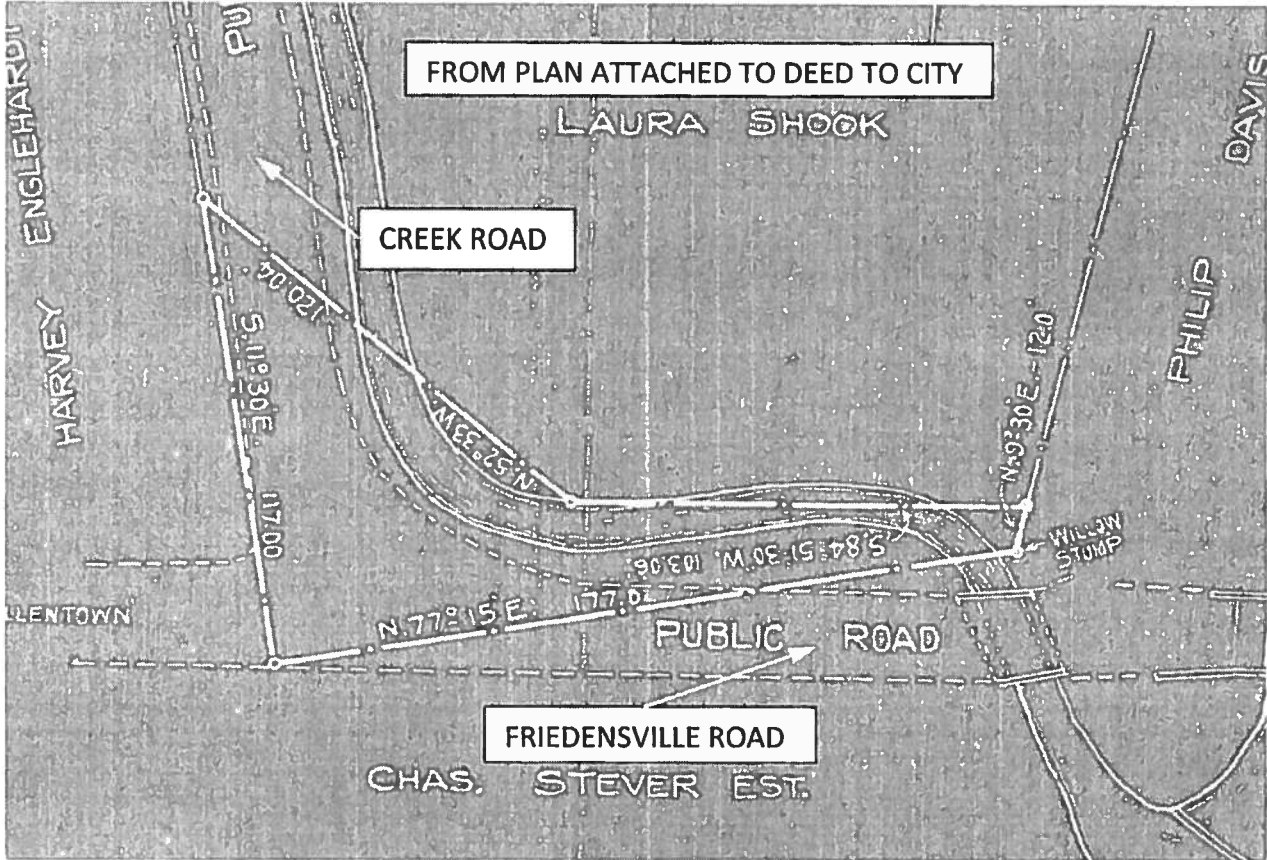
For Chief Counsel

AREA TO BE RETAINED BY CITY



BLACK OUTLINED AND CROSS-HATCHED AREAS TO BE GRANTED AND CONVEYED TO PENNDOT

DETAIL PLAN
 0 25 50 FEET



RESOLUTION NO. 2018-____

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller are hereby authorized to execute an Agreement of Sale and Deed, and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, with the Commonwealth of Pennsylvania Department of Transportation, for the purpose of granting and conveying a portion of property of the City of Bethlehem located at the intersection of Friedensville Road and Creek Road, also known as Tax Parcel No. Q7-9-8, to the Commonwealth of Pennsylvania Department of Transportation, for right-of-way purposes in accordance with the Agreement of Sale and Deed made a part hereof. The grant and conveyance is more particularly described as 1809 square feet of required right of way and 3742 square feet of underlying fee from Friedensville Road.

Sponsored by _____

ADOPTED by Council this day of , 2018.

President of Council

ATTEST:

City Clerk