

ATTACHMENT G – SAMPLE AGREEMENT OF SALE

SAMPLE

AGREEMENT OF SALE

By and Between

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

AND

THIS AGREEMENT, dated _____, 20____, is entered into by and between the **COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF GENERAL SERVICES**, Room 515 North Office Building, 401 North Street, Harrisburg, Pennsylvania 17120, hereinafter referred to as "**Seller**",

AND

_____, _____, _____,
_____, _____, hereinafter referred to as "**Buyer**".

WITNESSETH THAT:

WHEREAS, *Act 71 of 2019* authorizes the Department of General Services to convey title to certain real property, known as the former Allentown State Hospital, situate at 1600 Hanover Avenue, City of Allentown and City of Bethlehem, Lehigh County, Pennsylvania; and

WHEREAS, Seller desires to sell to Buyer the property containing approximately 195.167-acres more or less, and any improvements thereon, located in the City of Allentown and the City of Bethlehem, Lehigh County, Pennsylvania, as described in the attached property description, made a part hereof, and marked as Exhibit "A", hereinafter referred to as the "**Premises**"; and

WHEREAS, Buyer desires to purchase the Premises from Seller;

NOW, THEREFORE, in consideration of the Premises and the mutual covenants and promises herein contained and intending to be legally bound hereby, the parties hereto promise, covenant and agree as follows:

EXAMPLE:

- (1) **Consideration.** The purchase price is \$ _____, which shall be paid to Seller by Buyer as follows:
- a. A two percent (2%) proposal guarantee which has already been paid \$ _____
 - b. Cash or certified check within five (5) business days after Buyer receives this fully executed Agreement (8% of purchase price) \$ _____
 - c. Cash or certified check at time of Closing and Delivery of the Deed \$ _____
- Total** \$ _____

The Department of General Services, pending Closing, shall hold the 10% deposit in escrow.

- (2) **Closing.** Time is hereby agreed to be of the essence. Unless otherwise agreed upon in writing by the parties, closing shall occur within ninety (90) days from the execution of this Agreement by the Secretary of General Services. The date the Secretary of General Services executes this Agreement shall establish the "**Execution Date.**"
- (3) **Default of Buyer.** Should Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then and in that case, any and all sums paid by Buyer under this Agreement may be retained in full by Seller as liquidated damages for such breach. In such event, both parties shall be released from further liability or obligation hereunder, and this Agreement shall become null and void.
- (4) **Default of Seller.** In the event that title to the Premises cannot be conveyed by Seller to Buyer at Closing in accordance with the requirements of this Agreement or Closing does not occur as provided herein or Seller is otherwise in default in the performance of the provisions hereof, Buyer may either (a) disregard such default and perform this Agreement by accepting said title and the Premises in such condition as Seller can convey without abatement in price, or (b) rescind this Agreement and recover all sums paid on account of the Purchase Price without interest. In the latter event, there shall be absolutely no further liability or obligation by either party hereunder, and this Agreement shall become null and void.
- (5) **Transfer Taxes.** Seller is exempt by law from paying realty transfer taxes. Such exemption shall not relieve Buyer from liability for realty transfer tax. The realty transfer tax due in connection with the transaction contemplated by this Agreement shall be paid by Buyer at Closing.

- (6) **Real Estate Taxes.** Seller is exempt from the payment of real estate taxes. Such exemption shall not relieve Buyer from liability for the entire tax upon transfer of title to the Premises.
- (7) **Utilities.** Water, sewer, electrical, and other utility charges, if any, shall be apportioned between the parties as of the date of Closing.
- (8) **Warranties.** The title is to be good and marketable and such as will be insured by any responsible title insurance company, licensed to do business in Pennsylvania, at regular rates, and the Premises shall be conveyed to Buyer by Special Warranty Deed warranting said Premises to be free from all liens and encumbrances, except as may be otherwise herein stated, but to be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of road, zoning regulations, ordinances, statutes and regulations of any constituted public authority, now in force or which may be passed prior to final Closing.
- (9) **Covenants, Conditions and Restrictions.**
- (A) The deed of conveyance shall contain the following covenant:
“UNDER AND SUBJECT to a condition that no portion of the property conveyed shall be used as a licensed facility, as defined in 4 Pa.C.S. § 1103 (relating to definitions), or any other similar type of facility authorized under State law. The condition shall be a covenant running with the land and shall be binding upon the Grantee, its successors or assigns. Should the Grantee, its successors or assigns permit any portion of the property to be used in violation of this covenant, the title shall immediately revert to and revest in the Grantor.”
- (B) To Seller’s knowledge, the zoning classification of the Premises is:
City of Allentown – *IG Institutional and Government District*
City of Bethlehem – *RR Rural Residential District*
- (C) One acre of ground shall be conveyed in fee simple for nominal consideration to the East Side Youth Center for use as a soccer field, which may be located anywhere within the proposed development but ideally within close proximity to residential development and the proposed location for a school. This provision shall survive Closing.
- (D) One acre of ground shall be conveyed in fee simple for nominal consideration to Community Services for Children to be utilized for parking, which shall be adjacent to Community Services for Children. This provision shall survive Closing.
- (E) The steep slope that traverses the southern portion of the property (that parallels River Drive) shall be preserved by promptly conveying a preservation/recreation easement for nominal consideration to the Wildlands Conservancy. The easement shall run with the land in perpetuity. This

provision shall survive Closing.

- (F) Six to eight acres of ground shall be conveyed in fee simple to the School District of Allentown upon request by the District for fair market value. This provision shall survive Closing.
 - (G) The Seller will reserve a permanent easement, along with the right of ingress and egress, to an air monitoring station operated by the PA Department of Environmental Protection.
 - (H) Sale of the property is subject to the Commonwealth's assignment to Seller at Closing of a Lease between the Commonwealth of Pennsylvania and the Lehigh County Housing Authority dated December 28, 1989.
 - (I) Buyer acknowledges that this Agreement is subject to final execution by the Office of General Counsel, Office of Attorney General and Secretary of General Services and that until properly signed, executed and approved by these officials or their authorized designees, this Agreement will not be valid.
- (10) **Costs.** Seller agrees to prepare the Deed. All costs and expenses relating to Buyer's title examination or the purchase of title insurance shall be the sole responsibility of the Buyer.
- (11) **Assignment.** Buyer may not assign its rights hereunder, without the prior written consent of Seller.
- (12) **Condition of Premises.** Buyer acknowledges that it has entered into this Agreement with the knowledge that the Premises will be acquired on an "As-Is" basis, that it has had the opportunity to inspect the Premises, and that said Premises are being purchased as a result of said inspection and not as a result of any advertisement, hand bill or representation, either oral or written, made by the Seller. Buyer agrees that Seller and its employees shall not be liable for any error in any advertisement, hand bill or announcement made by Seller or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein.
- (13) **Care of Premises.**
- (A) Between the Execution Date and the date of Closing, Seller shall perform all customary and ordinary repairs to the Premises as Seller customarily previously performed, so as to maintain it in substantially the same condition as it is as of the Execution Date, as such condition shall be changed by wear and tear, damage by fire or other casualty or by eminent domain. Notwithstanding the foregoing, Seller shall have no obligation to make any structural or extraordinary repairs or capital improvements to the Premises between the Execution Date and the date of Closing.

- (B) From and after the date of this Agreement until the date of Closing, the Seller shall materially comply with all state and municipal laws, ordinances, regulations and orders or notices of violations relating to the subject Premises, except that compliance may be postponed while Seller is in good faith contesting the validity of said orders or notices.
- (14) **Risk of Loss.** Risk of loss shall remain with Seller until Closing. In the event of material damage to the Premises that affects the value of the Premises by fire or other casualty, Buyer shall have the option of terminating this Agreement or accepting the Premises in its then condition by paying a reduced purchase price if the parties can mutually agree upon a reduced purchase price.
- (15) **Miscellaneous.**
- (A) Seller agrees to furnish to the Buyer all title data which Seller may have, including but not limited to deeds, maps, surveys, plans, abstracts, title reports and title policies.
- (B) Buyer shall receive possession of the Premises at the time of Closing by delivery of the Deed and such keys as Seller may possess at that time. Prior to Closing Buyer shall have the right, at reasonable times and upon reasonable notice to Seller, to enter upon the Premises for purposes of inspecting the Premises or any conditions existing thereon.
- (C) Neither party hereto has dealt with or through any real estate broker or agent in connection with this transaction. In the event that any real estate broker or agent claims a commission as a result of this transaction, the party with whom said broker or agent allegedly dealt shall have the responsibility for defending against and, if unsuccessful, paying the claim of such broker or agent.
- (16) **Recording.** This Agreement shall *not* be recorded by Seller or Buyer in the Recorder of Deeds of Lehigh County or other public office of record.
- (17) **Right-to Know.**
- (A) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement.
- (B) If the Seller needs the Buyer's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Buyer using the legal contact information provided in this Agreement. The Buyer, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Seller.
- (C) Upon written notification from the Seller that it requires the Buyer's assistance in responding to a request under the RTKL for information related to this

Agreement that may be in the Buyer's possession, constituting or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Buyer shall:

- (1) Provide the Seller, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Buyer's possession arising out of this Agreement that the Seller reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Seller may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- (D) If the Buyer considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Buyer considers exempt from production under the RTKL, the Buyer must notify the Seller and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Buyer explaining why the requested material is exempt from public disclosure under the RTKL.
- (E) The Seller will rely upon the written statement from the Buyer in denying a RTKL request for the Requested Information unless the Seller determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Seller determine that the Requested Information is clearly not exempt from disclosure; the Buyer shall provide the Requested Information within five (5) business days of receipt of written notification of the Buyer's determination.
- (F) If the Buyer fails to provide the Requested Information within the time period required by these provisions, the Buyer shall indemnify and hold the Seller harmless for any damages, penalties, costs, detriment or harm that the Seller may incur as a result of the Buyer's failure, including any statutory damages assessed against the Seller.
- (G) The Seller will reimburse the Buyer for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (H) The Buyer may file a legal challenge to any Seller decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Buyer shall indemnify the Seller for any legal expenses incurred by the Seller as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Seller may incur as a result of the Buyer's failure, including any statutory damages

assessed against the Seller, regardless of the outcome of such legal challenge. As between the parties, the Buyer agrees to waive all rights or remedies that may be available to it as a result of the Seller's disclosure of Requested Information pursuant to the RTKL.

- (I) The Buyer's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Buyer had Requested Information in its possession.
- (18) **Subsequent Liens and Ordinances.** Any notices or ordinances filed subsequent to the date of Closing by any governing authority for which a lien could be filed are to be complied with at the expense of the Buyer, provided that Buyer takes title hereunder. Any such notices or ordinances filed before the date of Closing are to be complied with at the expense of the Seller.
- (19) **Representations and Warranties of Seller.** Seller, to induce Buyer to enter into this Agreement and to complete Closing, makes the following representations and warranties to Buyer, which representations and warranties are true and correct as of the date of this Agreement, and shall be true and correct at and as of the date of Closing in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the date of Closing.
- (A) Seller has not received any notice from any insurance company which has issued a policy with respect to the Premises or from any board of fire underwriters (or other body exercising similar functions) claiming any defects or deficiencies in the Premises or suggesting or requesting the performance of any repairs, alterations or other work to the Premises.
 - (B) With the exception of the 55-year lease with the Lehigh County Housing Authority, there are no leases, service equipment, supply, security, maintenance, or other agreements with respect to or affecting the Premises, which shall be binding upon Buyer or with respect to the Premises from and after the date of Closing.
 - (C) There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting Seller with respect to the Premises or any portion thereof or relating to or arising out of the ownership, management or operation of the Premises, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.
 - (D) Seller has not received any notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("Taking") in connection with the Premises and, to Seller's knowledge, no Taking has been threatened.

- (E) All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies for the Premises have been paid in full, and there are no claims against the Seller or the Premises in connection therewith.
- (F) The undersigned represents and warrants that they have full power and authority to execute and deliver this Agreement on behalf of Seller.
- (G) Seller has disclosed to Buyer, Seller's belief, that although no testing has been conducted by Seller, it is likely that lead-based paint or lead-based paint hazards are present in or about the Premises. Buyer agrees that Seller has offered Buyer opportunity to conduct a risk assessment or inspection of the Premises to determine the presence of lead-based paint and/or lead-based paint hazards.

(20) **SOLICITATION FOR PROPOSALS PROPOSAL AND BEST AND FINAL OFFER.** The SFP and the Proposal submitted by the Buyer, dated _____ are expressly incorporated into and made a part of this Agreement of Sale, and shall be obligations of the Buyer. In the event of a conflict between the SFP, the Proposal, and the terms of this Agreement of Sale, the following order of precedence shall apply:

- a. The Agreement of Sale,
- b. The SFP and Attachments; and
- c. The Buyer's Proposal.

This paragraph shall survive Closing.

(21) **Release.** Buyer hereby releases, quit claims and forever discharges Seller and its agents and employees, from any and all claims, losses, or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood boring insects, radon, lead-based paint hazards, environmental hazards, or any defects or conditions on the Premises. This Release shall survive Closing.

SUBJECT TO THE FOREGOING, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective representatives, successors and/or assigns.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on

_____, 20__.

ATTEST:

BUYER:

ATTEST:

SELLER:

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

Secretary **DATE**

**Office of Chief Counsel
Department of General Services**

APPROVED:

**Office of General
Counsel**

Office of Attorney General

GOVERNOR

Exhibit "A"
LEGAL DESCRIPTION

Two tracts of land, together with all buildings and improvements thereon, situate in the City of Allentown and City of Bethlehem, Lehigh County, Pennsylvania, bounded and described as follows:

LOT #1

ALL THAT CERTAIN LOT OR PIECE OF GROUND situate in the City of Allentown and City of Bethlehem, Lehigh County, bounded and described as follows, to wit:

BEGINNING at a concrete monument found on the South side of Hanover Avenue said point being at the Northeast Corner of the lands of N/F 1514 Inc., thence **FROM THE PLACE OF BEGINNING** along the South line of Hanover Avenue the following courses and distances:

1. S 55°31'17" E for a distance of 511.16' to a point, thence
2. Along a curve to the Right having a Delta Angle of 5°45'00", a radius of 957.11' for an arc length of 96.05' to a point, thence
3. N 61°16'18" E for a distance of 5.96' to a point, thence
4. Along a curve to the Left having a Delta Angle of 5°47'00", a radius of 1034.11' for an arc length of 104.38' to a point, thence
5. N 55°29'17" E for a distance of 45.13' to the Northwest corner of Hanover Avenue and North Quebec Street; thence along the West line North Quebec Street S 7°57'43" E for a distance of 553.45' to a point at the Southwest corner of North Quebec Street and East Allen Street; thence along the South line of East Allen Street N 81°23'17" E for a distance of 678.83' to an iron pin set at the Northwest corner of Lot #2;

Thence along Lot #2 the following course and distances:

1. S 27°11'30" E for a distance of 1032.47' to an iron pin set; thence
2. S 55°10'20" W for a distance of 243.03' to an iron pin set; thence
3. S 34°49'40" E for a distance of 160.00' to an iron pin set; thence
4. N 54°56'04" E for a distance of 603.06' to an iron pin set; thence
5. N 43°48'06" E for a distance of 727.05' to an iron pin set; thence

6. N 72°56'55" E for a distance of 285.07' to an iron pin set; thence
7. N 76°19'04" E for a distance of 378.08' to an iron pin set on the City of Allentown and the City of Bethlehem line; thence
8. Along the City of Allentown and the City of Bethlehem line N 6°55'39" W for a distance of 413.29' to an iron pin set; thence along the lands of N/F Bruce Loch and James Burkos, N/F A-town Development Company, and N/F Raymond Perez , N 82°59'59" E for a distance of 396.87' to a point; thence along the lands of N/F Raymond Perez, the South line of Grandview Boulevard, and N/F Geraldine P. Holzinger N 81°45'17" E for a distance of 396.71' to a concrete monument found; thence along the lands of PA Lines LCC S 8°31'43" E for a distance of 469.16' to a point on the North line of Central Boulevard;

Thence along the North line of Central Boulevard the following courses and distances:

1. Along a curve to the Right having a Delta Angle of 30°53'14", a radius of 798.97' for an arc length of 430.71' to a point, thence
2. S 75°44'07" W for a distance of 205.24' to a point, thence
3. S 66°28'27" W for a distance of 232.14' to a point,

Thence along the North line of River Drive the following courses and distances:

1. S 69°08'28" W for a distance of 282.83' to a point; thence
2. S 54°30'17" W for a distance of 507.39' to a point; thence
3. S 50°28'17" W for a distance of 411.58' to a point; thence
4. S 56°43'17" W for a distance of 384.03' to a point; thence
5. Along a curve to the Left having a Delta Angle of 39°02'00", a radius of 256.69' for an arc length of 174.87' to a point, thence
6. S 17°41'17" W for a distance of 83.85' to a point; thence
7. Along a curve to the Right having a Delta Angle of 8°00'03", a radius of 346.78' for an arc length of 48.47' to a point,

Thence along the lands of N/F Norfolk Southern the following courses and distances:

1. S 39°24'36" W for a distance of 139.28' to a concrete monument found; thence
2. S 49°14'43" E for a distance of 6.14' to a point on the North line of River Drive;

Thence along the North line of River Drive the following courses and distances:

1. S 44°33'17" W for a distance of 159.40' to a point; thence

2. Along a curve to the Left having a Delta Angle of $14^{\circ}07'00''$, a radius of 541.84' for an arc length of 133.50' to a point, thence
3. S $30^{\circ}26'17''$ W for a distance of 799.21' to a point; thence
4. Along a curve to the Right having a Delta Angle of $18^{\circ}38'50''$, a radius of 891.50' for an arc length of 290.14' to a point, thence
5. S $49^{\circ}05'07''$ W for a distance of 392.66' to a point; thence
6. Along a curve to the Right having a Delta Angle of $8^{\circ}09'10''$, a radius of 536.50' for an arc length of 76.34' to a point, thence
7. S $57^{\circ}14'17''$ W for a distance of 332.83' to a point; thence
8. Along a curve to the Right having a Delta Angle of $10^{\circ}36'40''$, a radius of 663.50' for an arc length of 122.88' to a point, thence
9. S $46^{\circ}37'37''$ W for a distance of 729.66' to a point; thence
10. Along a curve to the Right having a Delta Angle of $8^{\circ}41'30''$, a radius of 536.50' for an arc length of 81.39' to a point, thence
11. S $55^{\circ}19'07''$ W for a distance of 126.31' to a point at the Southeast limit of unopened South Maxwell Street; thence along East line of unopened South Maxwell Street N $7^{\circ}40'54''$ W for a distance of 1981.82' to a concrete monument found;

Thence along the lands of N/F the Community Services for Children the following courses and distances:

1. N $77^{\circ}27'55''$ E for a distance of 343.59' to a point; thence
2. N $82^{\circ}36'13''$ E for a distance of 264.92' to a point; thence
3. N $7^{\circ}34'12''$ W for a distance of 48.78' to a point; thence
4. N $10^{\circ}07'23''$ E for a distance of 18.41' to a point; thence
5. N $33^{\circ}51'14''$ E for a distance of 77.17' to a point; thence
6. N $6^{\circ}18'35''$ W for a distance of 41.34' to a point; thence
7. S $83^{\circ}24'45''$ W for a distance of 56.39' to a point; thence
8. N $6^{\circ}18'23''$ W for a distance of 35.42' to a point; thence
9. N $83^{\circ}44'46''$ E for a distance of 56.41' to an iron pipe found; thence
10. N $6^{\circ}16'03''$ W for a distance of 223.32' to a point; thence
11. S $83^{\circ}06'05''$ W for a distance of 6.70' to a point; thence
12. N $7^{\circ}22'55''$ W for a distance of 78.48' to an iron pipe found; thence

13. S 76°24'27" W for a distance of 46.07' to a point; thence
14. N 13°36'19" W for a distance of 35.10' to an iron pipe found; thence
15. N 76°12'08" E for a distance of 49.86' to an iron pipe found; thence
16. N 7°25'05" W for a distance of 258.86' to an iron pipe found; thence
17. S 83°23'26" W for a distance of 257.59' to a point;

Thence along the lands of N/F Baldeu Raj Sharma Trust, the East limit of East Pine Street and N/F Richard C. Birch Sr. N 1°54'54" W for a distance of 250.32' to a concrete monument found on the South line of East Gordon Street; thence along the South line of East Gordon street N 82°02'47" E for a distance of 319.05' to an iron pipe found at the Southeast corner of East Gordon North Oswego Streets; thence along the East line of North Oswego Street N 6°39'00" W for a distance of 8.01' to a point; thence along the lands of Kelly Brookhart and Mark MacNemara N 81°51'17" E for a distance of 229.30' to a concrete monument found; thence along the lands of N/F Tina Rivera, N/F Karl & Ruth Schuster, N/F Dee Ann Diaz, N/F Timothy Koppenhaver, N/F David & Ruth Koppenhaver, N/F Eugene & Constance Fritz, N/F Miriam Estrella, N/F David & Helen Galbraith, N/F Gary & Kay Matsco, N/F Charles & Jacqueline Scherer, N/F Sharon Peters, N/F Jeremy Ingle, and the East Limit of East Clair Street N 8°17'43" W for a distance of 733.25' to a point, thence along the East line of 1514 Inc. N 34°22'50" W for a distance of 152.66' to the place of **BEGINNING**.

CONTAINING 165.846-Acres.

BEING shown as Lot #1 on the Final Minor Subdivision Plan of the Allentown State Hospital prepared by the City of Allentown Department of Public Works, Drawing #06-005, dated July 20, 2007, last revised March 25, 2009.

LOT #2

ALL THAT CERTAIN LOT OR PIECE OF GROUND situate in the City of Allentown, Lehigh County, bounded and described as follows, to wit:

BEGINNING at an iron pin set on the south line of East Allen Street, said point being located North 81° 23' 17" East for a distance of 678.83 feet from the Southwest corner of North Quebec Street and the said point of **BEGINNING** being the Northwest corner of this described parcel; thence from the place of **BEGINNING** along the South line of East Allen Street and the South Line of Oil Process Systems North 81° 23' 17" East for a distance of 531.03 feet to a

concrete monument found; thence along the lands of Bruce Loch and James Burkos the following nine (9) courses and distances;

- 1) South 43° 13' 28" East – 11.42 feet to a concrete monument found; thence
- 2) South 80° 16' 15" West – 54.97 feet to an iron pin found; thence
- 3) South 7° 57' 07" West – 61.34 feet to a concrete monument found; thence
- 4) South 61° 19' 56" East – 163.09 feet to a concrete monument found; thence
- 5) North 68° 57' 39" East – 177.92 feet to a concrete monument found; thence
- 6) North 58° 25' 17" East – 238.88 feet to a concrete monument found; thence
- 7) North 23° 18' 43" West – 36.00 feet to a concrete monument found; thence
- 8) North 82° 58' 20" East – 987.96 feet to a concrete monument found; thence
- 9) North 82° 59' 59" East – 1.43 feet to a point; thence along Lot #1, the residue lands of the Commonwealth of Pennsylvania the following eight (8) courses and distances;

- 1) South 6° 55' 39" East – 413.29 feet to a iron pin set; thence
- 2) South 76° 19' 04" West – 378.08 feet to a iron pin set; thence
- 3) South 72° 56' 55" West – 285.07 feet to a iron pin set; thence
- 4) South 43° 48' 06" West – 727.05 feet to a iron pin; thence
- 5) South 54° 56' 04" West – 603.06 feet to a iron pin; thence
- 6) North 34° 49' 40" West – 160.00 feet to a iron pin set; thence
- 7) North 55° 10' 20" East – 243.03 feet to a iron pin set; thence
- 8) North 27° 11' 30" West – 1032.47 feet to the place of **BEGINNING**.

CONTAINING 29.321-Acres.

BEING shown as Lot #2 on the Final Minor Subdivision Plan of the Allentown State Hospital prepared by the City of Allentown Department of Public Works, Drawing #06-005, dated July 20, 2007, last revised March 25, 2009.

TO HAVE AND TO HOLD the said tract or piece of ground unto the said **GRANTEE**, its successors and assigns, to and for the only proper use and behoof of the said **GRANTEE**, its successors and assigns forever.

UNDER AND SUBJECT to all lawful and enforceable easements, servitudes and rights of others, including but not confined to streets, roadways, and rights of any telephone, telegraph, water, electric, gas or pipeline companies, as well as under and subject to any lawful and

enforceable estates or tenancies vested in third persons appearing of record, for any portion of the land or improvements erected thereon.

UNDER AND SUBJECT to the condition, that no portion of the property conveyed shall be used as a licensed facility, as defined in 4 Pa.C.S. § 1103 (relating to definitions), or any other similar type of facility authorized under state law. The condition shall be a covenant running with the land and shall be binding upon the GRANTEE, its successors and assigns. Should the GRANTEE, its successors or assigns, permit any portion of the property to be used in violation of this restriction, the title shall immediately revert to and revest in the GRANTOR.

UNDER AND SUBJECT to the condition that the property shall only be utilized as a (whatever use is set forth in the successful proposal) and for no other purpose.

RESERVING AND EXCEPTING an easement for the existing Commonwealth-owned air monitoring station and reasonable ingress and egress thereto provided by the GRANTEE.

AND THE GRANTOR shall warrant specially the premises herein conveyed.