

**COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL 2014-10
SPONSORED BY COMMISSIONER CREIGHTON
REQUESTED DATE: APRIL 16, 2014
ORDINANCE 2014 – NO.**

**APPROVING THE SALE OF 6.3 ACRES OF COUNTY-OWNED LAND
LOCATED AT 749 PA ROUTE 100**

WHEREAS, the County of Lehigh (County) owns a parcel of land located at 749 PA Route 100 in Upper Macungie Township, PIN 546535100991-1; and

WHEREAS, Ordinance 2013-141 allowed the County to subdivide the parcel into two (2) lots consisting of approximately 13.476 acres and 6.3 acres. The Commissioners authorized the use of a qualified real estate professional to market and secure a purchaser for the 6.3 acre lot (the Property), and exempted the Property from the auction procedures set forth in Section 807 of the Administrative Code; and

WHEREAS, the County has received a proposal from Joshi Hotel Group LLC (Buyer) and has determined that the direct sale of the Property to Buyer presents an opportunity both to obtain the highest value for the lot and to achieve economic development goals; and

WHEREAS, the proposed letter of offer, dated April 10, 2014, attached hereto as Exhibit “A”, provides that the purchase price for the Property will be \$900,000.00, with a settlement date on or before December 31, 2014 pending approval from the Board of Commissioners; and

WHEREAS, Section 310(a)(6) of the Lehigh County Home Rule Charter requires ordinance approval of the conveyance of County real estate.

**NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH,
PENNSYLVANIA, THAT:**

1. The foregoing whereas clauses are incorporated as if set forth in their entirety.
2. The proposed offer from Buyer for the Property described herein and located at 749 PA Route 100 is hereby approved, and the County Executive is authorized to enter into an agreement of sale for the Property consistent with the terms in Exhibit "A".
3. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.
4. The County Executive shall distribute copies of this Ordinance to the proper officers and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.
5. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.
6. This Ordinance shall become effective in ten (10) days after enactment.

7. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this _____ day of _____, 2014, by the
following vote:

Commissioners

AYE

NAY

Geoff Brace
Thomas C. Creighton, III
Percy H. Dougherty
David S. Jones, Sr.
Vic Mazziotti
Brad Osborne
Scott Ott
Lisa Scheller
Michael P. Schware

ATTEST: _____
Clerk to the Board of Commissioners

APPROVED this _____ day of _____, 2014.

Thomas S. Muller
Lehigh County Executive

ENACTED this _____ day of _____, 2014.



COMMERCIAL REAL ESTATE SERVICES, WORLDWIDE

April 10, 2014

Jay Haines, Vice President
NAI Summit, Commercial Real Estate Services Worldwide
3435 Winchester Road, Suite 300
Allentown, PA 18104

RE: PROPOSAL to PURCHASE: Lot 4; Lehigh County Authority Subdivision,
Upper Macungie Township, Lehigh County, PA 18106

ATTENTION: Mr. Daniel K. McCarthy, Lehigh County Administrator

Dear Mr. McCarthy,

I am submitting this **Proposal** on behalf of my client to purchase the above captioned location in **Lehigh County, PA** with the following terms and conditions.

PROPERTY: Lot 4; Upper Macungie Township, Lehigh County, PA 18106

SELLER: County of Lehigh

BUYER: Joshi Hotels LLC

USE & TERMS: Specific use for a hotel/restaurant. Closing not subject to any financing contingency.

PURCHASE PRICE: Nine Hundred Thousand Dollars (\$900,000.00)

ESCROW: One Hundred Thousand Dollars (\$100,000.00) at the signing of the Agreement of Sale applicable to the sale price.

DUE DILIGENCE PERIOD: One hundred and twenty (120) days from the signing of the Agreement of Sale to obtain municipal/governmental approvals.

CONTINGENCIES: Extension options beyond the due diligence period of thirty (30) Days each at One Hundred Thousand dollars (\$100,000.00) per month applicable to the sale price; up to a maximum of three (3) months.

EXHIBIT

A

SPECIAL PROVISIONS: A post-closing escrow of \$150,000.00 shall be held by the County of Lehigh and will be forfeited by the Buyer unless building foundations for a hotel are in place on the Property within a six (6) month period after closing is held.

The Agreement of Sale is subject to approval by the Lehigh County Board of Commissioners.

CLOSING: On or before December 31, 2014.

BROKERAGE: Broker fees to paid by the Seller exclusively to NAI Summit Commercial Real Estate Services.

NON- BINDING EFFECT:

This letter does not constitute a binding agreement between the parties hereto, but merely expresses the respective intent of the parties and their general understanding as to how they will proceed with respect to the matters specifically described herein. This letter is intended to be and shall be construed only as, a letter of intent and the parties' respective rights and obligations remained to be defined in a purchase and sale agreement or other agreement, and in all other related agreements. Accordingly, if the BUYER decides for any reason they do not wish to proceed, or if the parties do not reach agreement in the definitive sale documents, the rights and obligations of the respective parties hereunder shall terminate; and no party shall have any rights or claims against any other party in connection with any other matter contained herein.

APPROVAL: Please indicate your agreement and approval of the foregoing by signing this letter and returning the duplicate original of this letter to Jay Haines at NAI Summit Commercial Real Estate Services.

This Proposal shall remain in effect until such a time as either party no longer wishes to negotiate in good faith the Terms and Conditions related to this transaction.

Sincerely,

NAI Summit Commercial Real Estate Services
Jay Haines, Vice President

AGREED & ACCEPTED:

Date: _____

BUYER

Date: _____

SELLER