

BILL NO. 40 -2007

AN ORDINANCE

AUTHORIZING THE SALE OF THE FOLLOWING PROPERTY: 1117 CHESTER STREET READING, BERKS COUNTY, PENNSYLVANIA.

WHEREAS, The City of Reading is the titled owner of lots 22 and 23, in block 27 of a plan known as Glenside (1117 Chester Street) and said premises adjoins 1129 Chester Street, Reading, Berks County, Pennsylvania; and

WHEREAS, The City of Reading desires to offer said premises to Mr. John Weidner, owner of 1129 Chester Street, at the agreed upon price of \$500.00; and

WHEREAS, The City of Reading had offered said premises at an earlier duly publicized auction which did not result in a sale; and

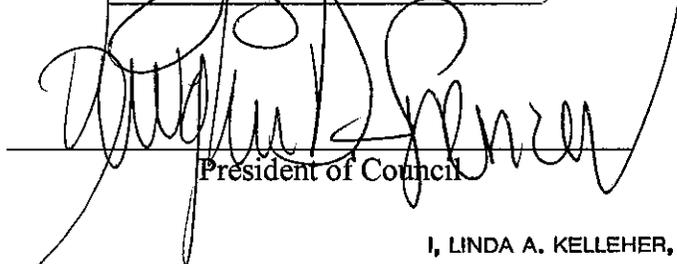
WHEREAS, City Council agrees to authorize the Administration to take the necessary steps to effectuate the conveyance of the premises, with all possible speed, to Mr. John Weidner.

NOW THEREFORE THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor of the City of Reading is hereby authorized to complete and execute any and all documents to effectuate conveyance of 1117 Chester Street, Berks County, Pennsylvania (PIN 19530746155051) to Mr. John Weidner for the amount of \$500.00.

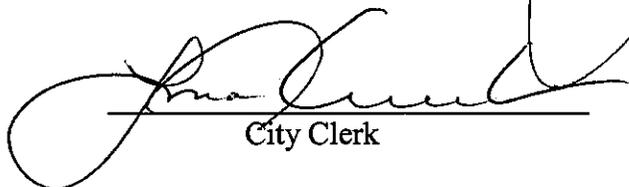
SECTION 2. This Ordinance shall become effective 10 days after its adoption in accordance with Sections 219 and 221 of the City of Reading Home Rule Charter.

Enacted July 23, 2007



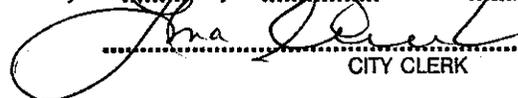
President of Council

Attest:



City Clerk

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 23rd day of July, A. D. 2007. Witness my hand and seal of the said City this 23rd day of July, A. D. 2007.



CITY CLERK

Submitted to Mayor: _____

Date:

Received by Mayor's Office: mt

Date: 7.25.07

Approved by Mayor: _____

Date:

Vetoed by Mayor: _____

Date:

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2007, by and between the CITY OF READING, a municipal corporation situate in the County of Berks and Commonwealth of Pennsylvania, hereinafter "SELLER"

AND

MR. JOHN WEIDNER., a private citizen, residing at 1129 Chester Street in the City of Reading in the County of Berks and Commonwealth of Pennsylvania, hereinafter "PURCHASER",

WHEREAS, the Purchaser acquired 1129 Chester Street in 1973; and

WHEREAS, in 1978 the Purchaser approached the Seller regarding the irregular parcel adjoining 1129 Chester Street, hereinafter "PARCEL". The Parcel is defined as: lots 22 and 23 in Block 27 of a plan known as "Glenside" identified in Planning Book Volume 2, page 47, situate in the 19th Ward of City of Reading, County of Berks (1117 Chester Street; PIN 19530746155051); and

WHEREAS, in 2005 the Seller sold properties through a competitive, open and fair auction, the Purchaser attempted to acquire the Parcel at auction; and

WHEREAS, the Purchaser was unsuccessful and the Seller remained titled owner of the Parcel; and

WHEREAS, the Purchaser has maintained the Parcel for over thirty (30) years, originally clearing the Parcel of weeds and debris, the efforts of the purchaser has spared the Seller maintenance costs for the corresponding period; and

WHEREAS, the Purchaser desires to continue maintaining and improving the Parcel.

NOW THEREFORE, in consideration of the above promises and the mutual covenants herein contained, it is hereby agreed as follows:

1. The Seller does hereby agree to demise and convey unto the Purchaser the following premises situate in the City of Reading, County of Berks and Commonwealth of Pennsylvania, namely: lots 22 and 23 in Block 27 of a plan known as "Glenside" identified in Planning Book Volume 2, page 47, situate in the 19th Ward of City of Reading (also known as 1117 Chester Street). The terms of this agreement shall commence upon execution of the agreement by the Mayor of the City of Reading and the Purchaser.
2. The Parcel is to be used by the Purchaser for the sole purpose of preserving and maintaining said area as an extension to and match of the property situate at 1129 Chester Street.
3. The Purchaser agrees to pay to the Seller \$500.00 upon commencement of the terms of the agreement.
4. It is further agreed that the Purchaser shall assume responsibility for all legal fees and other such costs as might be associated with the conveyance of the Parcel, including but not limited to any and all real estate transfer taxes.
5. The purchaser agrees to a covenant running with the property, which will preclude the purchaser from developing the property in anyway.
6. It is agreed and understood between the parties to this Agreement that the Seller shall not be liable for and the Purchaser hereby agrees to indemnify and save harmless the Seller of and from any and all claims or demands of any character from any person or persons

whatsoever for losses, injuries or damages, including attorney's fees, suffered by reason of, or in connection with the occupancy and use of the demised premises by the Purchaser, its agents, employees or business invitees, and/or general public guests; and the Purchaser agrees to take out and maintain the appropriate insurance covering the demised premises.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year above written.

ATTEST:

CITY OF READING:

City Clerk

Mayor

"SELLER"

WITNESS:

Mr. John Weidner

"PURCHASER"

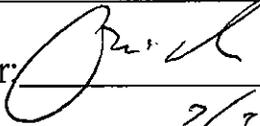
MAYOR'S ACTION
Bill No. 40-2007

Submitted to Mayor: 

Date: 7.24.07

Received by Mayor's Office: MH

Date: 7.25.07

Approved by Mayor: 

Date: 7/25/07

Vetoed by Mayor: _____

Date: _____

Sustained by Council: _____

Date: _____

Overridden by Council: _____

Date: _____