

BILL NO. 70 -2009

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF READING AND ONTELAUNEE TOWNSHIP (BOTH SITUATE IN BERKS COUNTY) THEREBY CONVEYING UNTO ONTELAUNEE TOWNSHIP TWO (2) NON-EXCLUSIVE, PERPETUAL EASEMENTS IN GROSS UPON THAT PORTION OF PREMISES SHOWN AND DESIGNATED AS TWO (2) TWENTY FOOT (20') STRIPS OF LAND AND SHOWN AS A PERMANENT STORMWATER EASEMENT ON THE "HIGHWAY OCCUPANCY PERMIT PLANS, ROADWAY IMPROVEMENTS FOR SCHUYLKILL VALLEY SCHOOL DISTRICT," DATED JULY 20, 2009, BEING PROJECT #080890, PREPARED BY DERCK & EDSON ASSOCIATES, SITUATE IN ONTELAUNEE TOWNSHIP, BERKS COUNTY, PENNSYLVANIA.

WHEREAS, the City of Reading is the legal owner of real property situate along Ontelaunee Drive (S.R. 4029), Ontelaunee Township, Berks County, Pennsylvania, with Tax Pin No. 540100609178, and more particularly described in a certain deed appearing in the Office of the Recorder of Deeds in and for Berks County, Pennsylvania, in Record Book Vol. _____, at Page _____; and

WHEREAS, the City of Reading is willing to grant to Ontelaunee Township a perpetual easement in connection with said parcel and a certain construction project.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

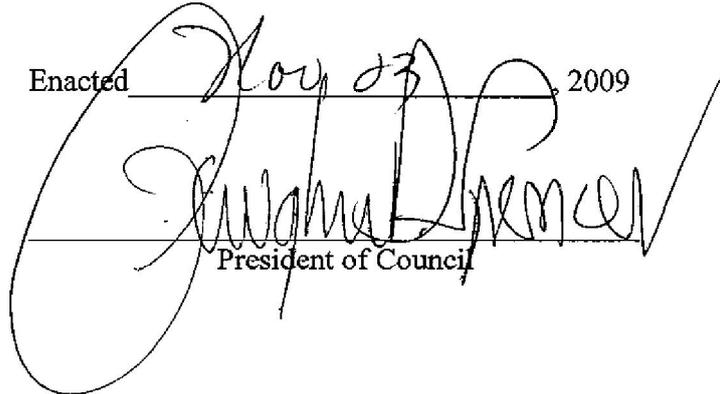
SECTION 1. The Mayor is authorized to execute an Easement Agreement (attached as Exhibit "A") to convey unto Ontelaunee Township a non-exclusive, perpetual easement in gross upon that portion of premises shown and designated as two (2) twenty foot (20') strips of land and shown as a permanent stormwater easement on the "Highway Occupancy Permit Plans, Roadway Improvements for Schuylkill Valley School District," dated July 20, 2009,

being Project #080890, prepared by Derck & Edson Associates, situate in Ontelaunee Township, Berks County, Pennsylvania.

SECTION 2. The Mayor is authorized to execute an Agreement of Release (attached as Exhibit "B") as required in connection with the conveyance of above referenced easement.

SECTION 3. This Ordinance shall be effective ten (10) days after passage.

Enacted Nov 23, 2009



President of Council

Attest:



City Clerk

(LAW DEPT.)

Submitted to Mayor: 

Date: 11-26-09

Received by the Mayor's Office: 

Date: 11/24/09

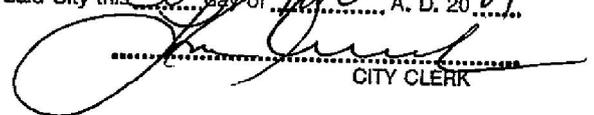
Approved by Mayor: 

Date: 11/24/09

Vetoed by Mayor: _____

Date: _____

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 Nov, A. D. 2009. Witness my hand and seal of the said City this 30 day of Nov, A. D. 2009.



CITY CLERK

PREPARED BY: JAMES M. SNYDER, ESQUIRE
STEVENS & LEE
PO BOX 629
111 N. 6TH ST.
READING, PA 19603
610 478-2211

RETURN TO: JAMES M. SNYDER, ESQUIRE
STEVENS & LEE
PO BOX 629
111 N. 6TH ST.
READING, PA 19603
610 478-2211

DEED OF EASEMENT

THIS AGREEMENT made this ____ day of _____, 2009, by and between **CITY OF READING**, a third class city of the Commonwealth of Pennsylvania, with offices situate at 815 Washington Streets, Reading, PA 19601 (hereinafter called "Grantor"), and **ONTELAUNEE TOWNSHIP**, a municipal corporation and Township of the second class, duly organized under the laws of the Commonwealth of Pennsylvania, with offices situate at 35 Ontelaunee Drive, Reading, Pennsylvania 19605 (hereinafter called "Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), as well as for diverse other considerations affecting the public welfare which it seeks to advance, has granted, bargained and sold, and by these presents does grant, bargain and sell unto the said Grantee, its successors and assigns, the free and uninterrupted use, liberty and privilege of, and passage in and through those certain tracts or parcels of ground situate in Ontelaunee Township, Berks County, Pennsylvania, bounded and described as follows, to wit:

ALL THOSE CERTAIN two 20 foot strips of land shown as a Permanent Stormwater Easement on the "Highway Occupancy Permit Plans, Roadway Improvements for Schuylkill Valley School District," dated July 20, 2009, being Project # 080890, prepared by Derck & Edson Associates, situate in Ontelaunee Township, Berks County and Commonwealth of Pennsylvania and being more particularly bounded and described as follows, to wit:

TRACT NO. 1:

CONTAINING _____ more or less.

TRACT NO. 2:

CONTAINING _____, more or less.

TOGETHER with the perpetual right to the Grantee, its successors and assigns, to construct, lay, operate, renew, alter, inspect, maintain, repair, add to, change the size of, replace and renew such parts of the stormwater drainages lines, and other appurtenances pertaining thereto as the Grantee, its successors, assigns may from time to time require, including any pipes, conduits, grates, valves, boxes, drains, wire, structures and other facilities, used or useful in connection therewith, in, upon, over, under, through and across the said rights-of-way and easements above described.

ALSO, TOGETHER with the free and uninterrupted full right to the Grantee, its successors and assigns, to enter upon said premises with its agents, contractors, workmen, employees, tools, appliances, material and equipment, at all times as it may need and require for the purpose of constructing, repairing, renewing, removing or replacing the same as occasion may require.

TO HAVE AND TO HOLD all and singular the privileges aforesaid unto the said Grantee to and for only the proper use and behoof of the said Grantee, its successors and assigns forever, as and for the installation and maintenance of said stormwater drainage system.

AND THE SAID GRANTOR, for itself, its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the said Grantor, its successors and assigns, shall maintain the surface of the tracts or parcels over which the said rights-of-way pass.

NO BARRIERS, fences, or curbs or other obstruction to the free and unhampered use of said Easement shall hereafter be permitted, nor shall any automobiles, trucks, motor vehicles or other personal property nor any building or other structure be parked, stored, constructed, or permitted upon any part of said Easement (except for normal vehicular traffic).

AND THE SAID GRANTOR, for itself, its successors and assigns, by these presents, covenants, promises, and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns shall nor will at any time hereafter ask, demand, or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for the granting of said Easements.

THIS DEED may not be altered, modified, amended, or terminated unless by written instrument in recordable form, duly executed by Grantor and Grantee.

THIS DEED shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania.

THIS DEED shall be recorded of public record, at the sole cost of Grantor.

THE EASEMENT RIGHTS GRANTED HEREBY shall run with the land and be in effect in perpetuity.

AND THE SAID GRANTOR, for itself, its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that it, the said Grantor, its successors and assigns shall specially warrant and forever defend the real estate interests conveyed hereby.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be properly executed the day and year first above written.

CITY OF READING

By _____

Attest: _____

COMMONWEALTH OF PENNSYLVANIA :
 :SS
COUNTY OF BERKS :

On this _____ day of _____, 2009, before me, a notary public,
the undersigned officer, personally appeared _____, who
acknowledged himself to be of the City of Reading and that he as such, being authorized
to do so, executed the foregoing instrument for the purposes therein contained by signing
the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

I hereby certify that the precise address of the within Grantee is
35 Ontelaunee Drive, Reading, Pennsylvania 19605.
