

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

BILL NO 23 -2009
AN ORDINANCE

Linda A. Kelleher
CITY CLERK

AUTHORIZING THE MAYOR TO EXECUTE A DEED, TEMPORARY EASEMENT FROM THE CITY OF READING TO THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION, AND OTHER DOCUMENTS (AGREEMENT OF SALE & SETTLEMENT STATEMENT), THEREBY CONVEYING PREMISES SITUATE AT ROUTE 183, BERN TOWNSHIP, BERKS COUNTY, PENNSYLVANIA.

WHEREAS, the City of Reading is the titled owner of premises situate along a certain portion of S.R. 183, Bern Township, Berks County, Pennsylvania (see attached exhibits); and

WHEREAS, the Commonwealth of Pennsylvania, Department of Transportation plans to make certain improvements in the vicinity of and/or on land owned by the City of Reading and has offered compensation to the City of Reading for a certain conveyance of certain land owned by the City of Reading (see attached exhibits); and

WHEREAS, the City of Reading intends to convey said subject premises in accordance with a certain agreement of sale (see attached exhibits),

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

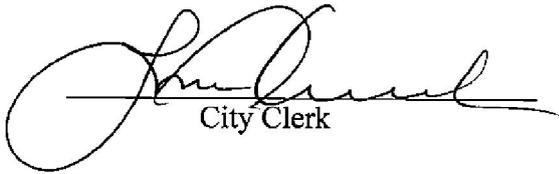
SECTION 1. The Mayor is authorized to execute a deed, temporary easement from the City of Reading to the Commonwealth of Pennsylvania, Department of Transportation, and other documents (agreement of sale and settlement statement) for premises situate at S.R. 183, Bern Township, Berks County, Pennsylvania, as well as any other required documents to complete the conveyance of subject premises in accordance with attached documents/exhibits for the consideration in the amount of \$49,000.00.

SECTION 2. This Ordinance shall be effective ten (10) days after City Council's passage and approval by the Mayor, or as otherwise provided by the City of Reading's Home Rule Charter.

Enacted April 27, 2009

Joseph P. ...
President of Council

Attest:


City Clerk

(LAW DEPT.)

Submitted to Mayor: 

Date: 4-28-09

Received by the Mayor's Office: 

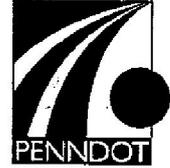
Date: 4-28-09 

Approved by Mayor: 

Date: 4/27/09

Vetoed by Mayor: _____

Date: _____



ROW OFFICE PROJ NO	050103
COUNTY	Berks
S.R. - SECTION	0183-05S
MUNICIPALITY	Bern Township
PARCEL NO.	17
CLAIM NO.	0600415000
CLAIMANT	City of Reading

SETTLEMENT STATEMENT

Final Settlement

PROJECTED DISTRIBUTION DATE

Date:

ADDRESS OF CLAIMANT(S)	LOCATION (ADDRESS) OF PROPERTY	CLAIMANT'S ATTORNEY AND ADDRESS
815 Washington Street Reading, PA 19601-3615	Route 183 Reading, PA 19605 Parcel ID: 27-4398-01-06-3456	

Final Settlement		\$49,900.00
Commonwealth's Pro-Rata Share of Current Realty Taxes	_____ Exempted	
Mortgage Pre-Payment Penalty	_____	
Mortgage Satisfaction Fee	_____	
Less Monies Previously Paid	_____	
Less Monies Credited for Owner Retained Items	_____	
Withheld Pending Building Removal by Owner	_____	
Total Available for Distribution		\$49,900.00

CHARGES:	
Mortgage(s):	
Mortgagee:	
Principal:	_____
Interest (to date: _____)	_____
Pre-Payment Penalty*:	_____
Satisfaction Fee*:	_____
Unpaid Current Taxes:	
Claimant(s) Pro-Rata Share	_____
Commonwealth's Pro-Rata Share*	_____
	TOTAL _____
Liens and/or Delinquent Taxes and Municipal Claims:	_____
Judgment(s):	_____
	TOTAL CHARGES _____

*Paid by Pennsylvania Department of Transportation

Minus Total Charges	_____	
Balance Due Claimant(s)		\$49,900.00

RW-313 (7/07)

0600415000
Claim Number

City of Reading
Claimant

Date

Page 2 of 2

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES*

GRANTOR:

City of Reading
(Name of Entity)

BY:

Thomas M. McMahon, Mayor

BY:

Linda A. Kelleher, City Clerk

* 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.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

Signature

Date -

Real Estate Specialist
Title

Prepared By: Pennsylvania Department of Transportation
Engineering District 5-0
1002 Hamilton Street
Allentown, PA 18101-1013

Return To: Pennsylvania Department of Transportation
Engineering District 5-0
1002 Hamilton Street
Allentown, PA 18101-1013

Site Location: Route 183
Reading, PA 19605
Portion of Parcel ID: 27-4398-01-06-3456
Bern Township

RW-317F (7/07)
18-K-560

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**



ROW OFFICE PROJ. NO.	050103
COUNTY	Berks
S.R. - SECTION	0183-05S
MUNICIPALITY	Bern Township
PARCEL NO.	17
CLAIM NO.	0600415000
CLAIMANT	City of Reading

**DEED
(Fee Simple)**

THIS INDENTURE, made by CITY OF READING 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 George R. Bechtel and Margaret B. Bechtel, his wife; and Charles S. Bechtel and Kathryn K. Bechtel, his wife, dated December 15, 1955 and recorded in Volume 1216 page 290. This conveyance contains approximately 0.205 acres of land as required right of way and 0.194 acres of land as required right of way for limited access and is identified on COMMONWEALTH plans as Parcel 17, together with the improvements, hereditaments and appurtenances thereto and the GRANTOR warrants GENERALLY the property hereby conveyed.

RESERVING, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the COMMONWEALTH, from mine shafts or by means of wells located off the right-of-way.

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 and/or 904 (Replacement Housing) 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:

Pennsylvania Department of Transportation
Engineering District 5-0
1002 Hamilton Street
Allentown, PA 18101-1013

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 Reading
(Name of Entity)

BY: _____
Thomas M. McMahon, Mayor

BY: _____
Linda A. Kelleher, City Clerk

* 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

COUNTY	SECTION	SHEET
BERKS	0222	131 OF 154
BERKS	0183	055 R/W
TOWNSHIP	OF BERN	
REVISIONS		
DATE		
BY		

NOTES

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

THIS PROPERTY PLOT IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY. TEMPORARY CONSTRUCTION EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE DEPARTMENT.

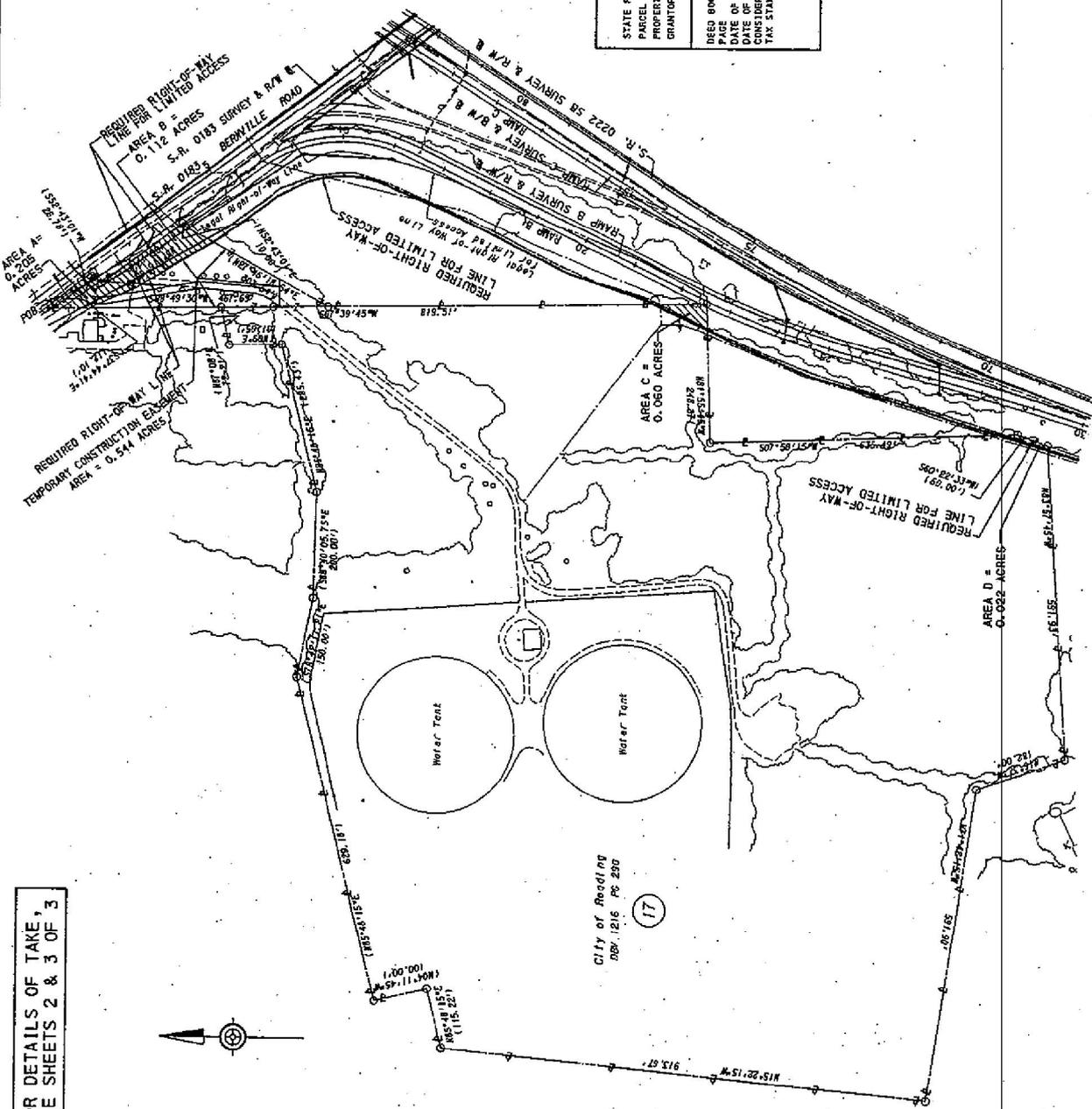
LEGEND



REQUIRED RIGHT-OF-WAY

RIGHT-OF-WAY CLAIM INFORMATION	
COMMONWEALTH OF PENNSYLVANIA-DEPARTMENT OF TRANSPORTATION	
STATE RTE. 0222 & 0183, SEC. NO. 05E, R21 & 033, S27	TOWNSHIP OF BERN, COUNTY OF BERKS
PARCEL NO. 17	SHEET NO. 54, 55, 46, 47, 48, CLAIM NO. 3
GRANTORS: GEORGE E. BECKETT AND MARGARET E. BECKETT, HIS WIFE AND CHARLES S. BECKETT AND FADRIELLE E. BECKETT, HIS WIFE	
ACRES	
DEEDS	ACRES
CALCULATED	0.000
EXCEPTIONS	40.203
LEGAL P/W	0.000
CONSIDERATION	40.203
TAX STAMPS	40.203
TOTAL RESIDUE	40.203
RESIDUE LT.	33.804
RESIDUE RT.	33.804
ACRES	
REQUIRED AREAS	ACRES
RIGHT-OF-WAY	0.000
FOR LIMITED ACCESS	0.124
TEMPORARY CONSTRUCTION EASEMENT	0.544
PREPARATION DATE	08/02/05
DRAWN BY	REJ/05
SCALE	1" = 100'

SHEET 1 OF 3



FOR DETAILS OF TAKE, SEE SHEETS 2 & 3 OF 3

RW-341 (9/06)
18-k-2310

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION



ROW OFFICE PROJ. NO.	050103
COUNTY	Berks
S.R. - SECTION	0183-05S
MUNICIPALITY	Barn Township
PARCEL NO.	17
CLAIM NO.	0600415000
CLAIMANT	City of Reading

TEMPORARY EASEMENT
FOR CONSTRUCTION
PURPOSES

THIS INDENTURE, made this _____ Day of _____, by CITY OF READING, owner(s) of property affected by the construction or improvement of the above mentioned transportation improvement, his heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the OWNER, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH has filed a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn real property for the above transportation improvement from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the OWNER will grant to the COMMONWEALTH a temporary easement for construction purposes from the aforesaid property,

NOW, THEREFORE, in consideration of the sum of TEN THOUSAND SEVEN HUNDRED and 00/100 (\$10,700.00) Dollars, the Owner hereby grants to the COMMONWEALTH a temporary easement for the purpose of undertaking the above construction or improvement, said easement to extend to the area shown on the plot plan attached hereto and made a part hereof and to authorize the entry and re-entry of employees, agents and contractors of the COMMONWEALTH upon said area to do any and all work necessary for the completion of the project, including the removal of any buildings and/or other structures located on the area covered by the easement; provided, however, that, upon completion of the project, the COMMONWEALTH shall be obligated to restore the area covered by the easement to a condition commensurate with that of the balance of the property of the OWNER, such restoration to include removal of debris, filling of holes left by the removal of buildings or structures, draining, filling and/or capping of wells, cesspools and septic tanks; grading and sowing of grass. The estimated completion date of the construction or improvement is December 31, 2011 or two year from the notice to proceed to the highway contractor, which ever comes later. The temporary easement for construction area is 0.544 acres.

The OWNER 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 OWNER 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 OWNER through or by reason of the aforesaid construction or improvement.

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

INDIVIDUALS

William W. Kulik, Jr.

ENTITIES*

OWNER:

City of Reading

(Name of Entity)

BY: _____

Thomas M. McMahon, Mayor

BY: _____

Linda A. Kelleher, City Clerk

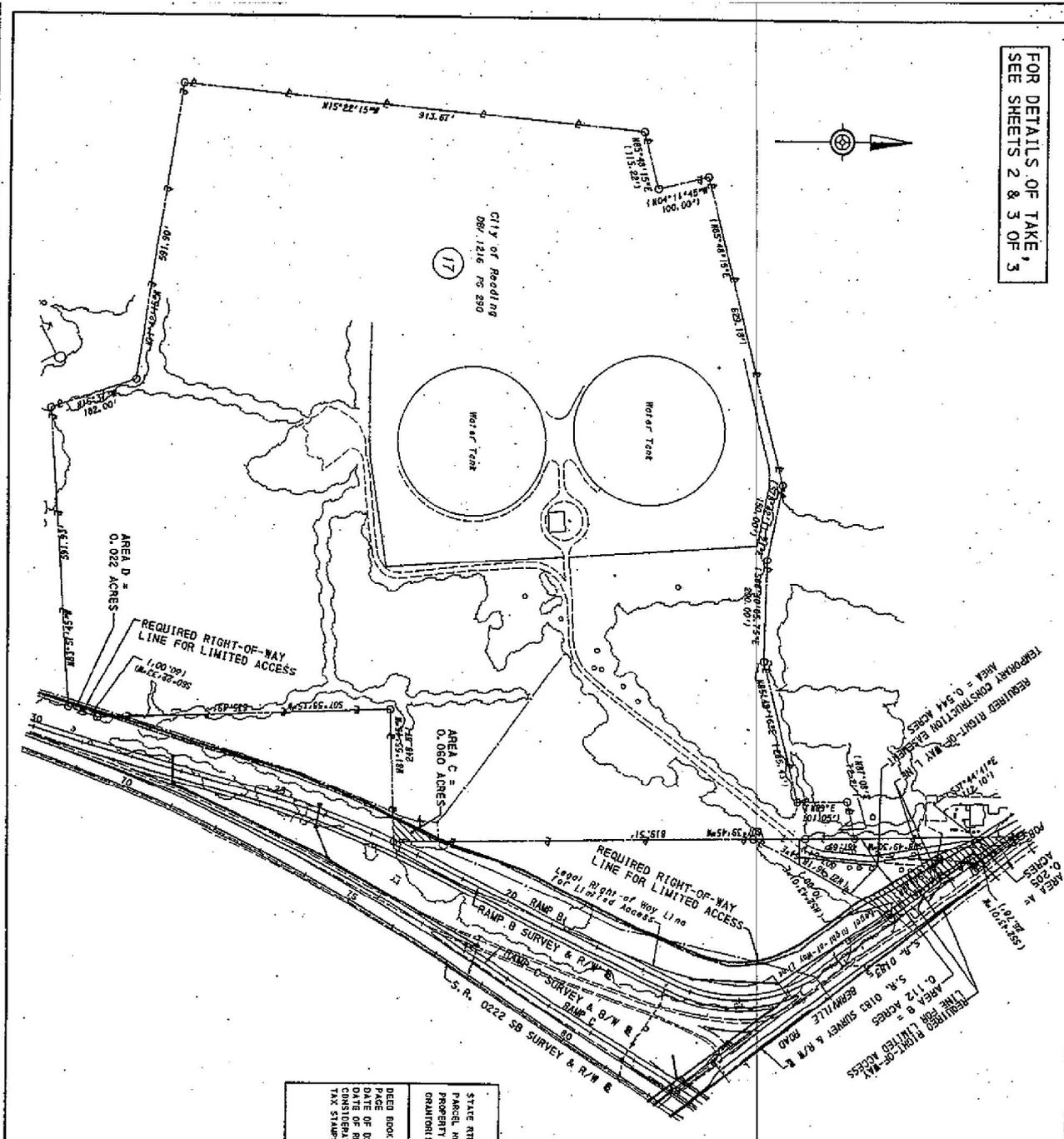
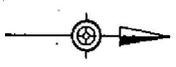
* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____

District Right-of-Way Administrator

FOR DETAILS OF TAKE,
SEE SHEETS 2 & 3 OF 3



DISTRICT	COUNTY	RANGE	SECTION	SHEET
5-0	BERKS	0222	058 R/W 131 OF 154	
		0183	055 R/W	
			TOWNSHIP OF BERN	
			REVISIONS	DATE BY

NOTES

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

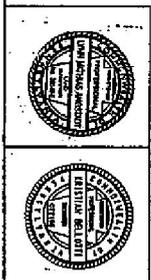
THIS PROPERTY PLOT IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY. TEMPORARY CONSTRUCTION EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE DEPARTMENT.

LEGEND

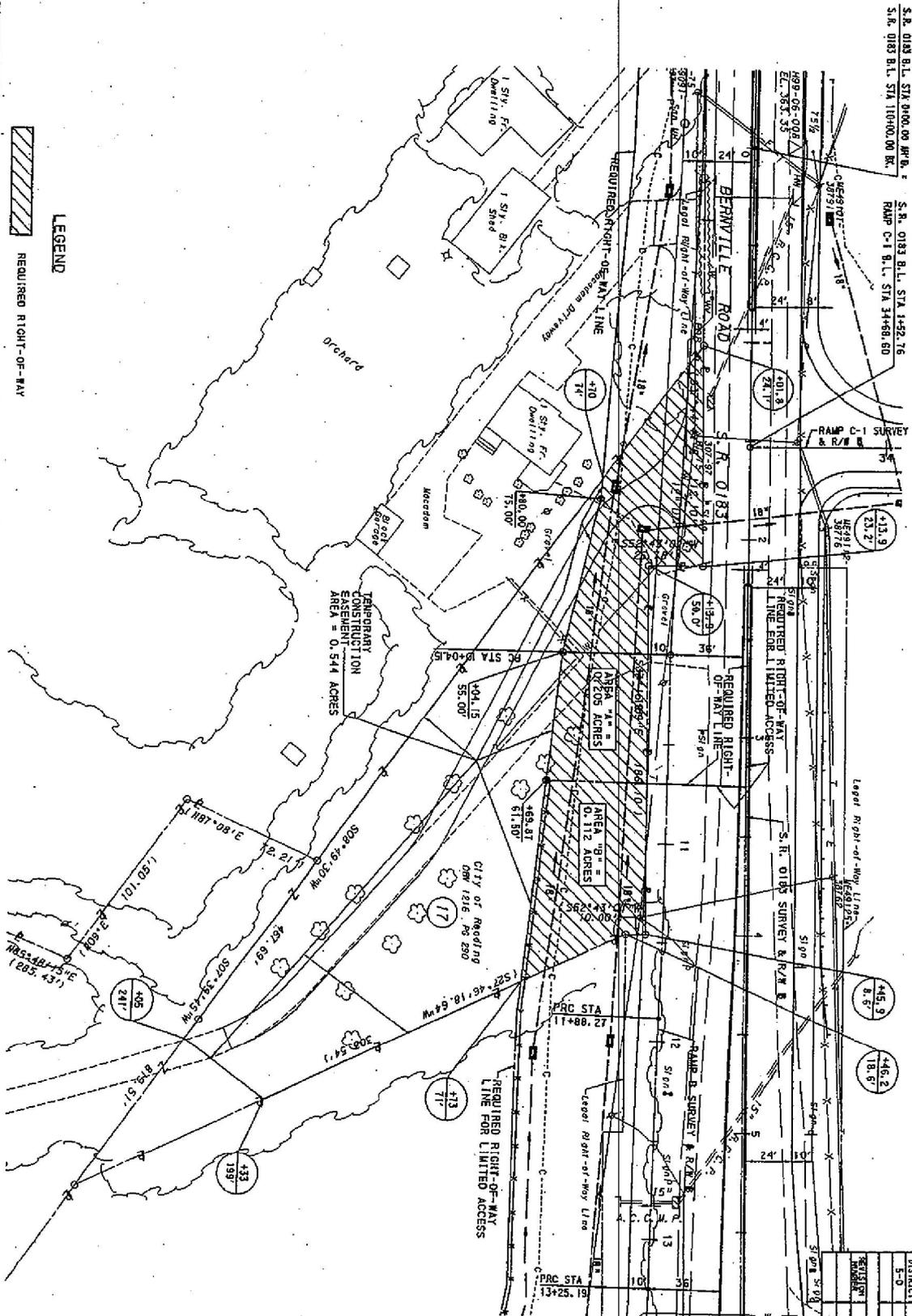
REQUIRED RIGHT-OF-WAY

RIGHT-OF-WAY CLAIM INFORMATION	
COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE	
STATE RTE. 0222, A. 0183, SEC. NO. 058, 26.1 A, 055, 57.1	
SHEET NO. 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	
PROPERTY OWNERS: CITY OF READING	
CHARLES S. REYNOLDS AND KATHLEEN L. REYNOLDS, HIS WIFE AND	
DEED BOOK	1216
DEEDS	280
DATE OF DEED	12-22-55
DATE OF RECORD	12-22-55
CONSTRUCTION EFFECTIVE	12-22-55
TAX VALUE	110,000
TOTAL RESIDUE	33,000
RESIDUE TO	33,000
RESIDUE TO	33,000
ACRES/DEEDS	0.080
ACRES/DEEDS	0.080
RIGHT-OF-WAY ACCESS	0.114
TEMPORARY CONSTRUCTION EASEMENT	0.544
VERIFICATION DATE	12-01-02
CREATED BY	BRW/05
SCALE	100' = 1" (GRAPHIC)

SHEET 1 OF 3



S.R. 0183 B.L. STA 0+00.00 HWY R. 2
 S.R. 0183 B.L. STA 1+42.76
 RAMP C-1 B.L. STA 34+68.60

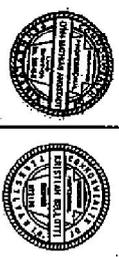


LEGEND
 REQUIRED RIGHT-OF-WAY

RIGHT-OF-WAY CLAIM INFORMATION
 COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
 STATE RTE. 2222 A.0183 SEC. NO. 058 B/L & 055 E/W. TOWNSHIP OF BERRYVILLE COUNTY OF BERK
 PROPERTY OWNER: S. GEORGE B. BECKER, AND MARGARET B. BECKER, HIS WIFE AND
 GRANTOR S. GEORGE B. BECKER, AND MARGARET B. BECKER, HIS WIFE.
 CHAS. E. S. BECKER, INC. AND KENNETH K. BECKER, HIS WIFE.

SCALE  25'

AREAS "A" & "B"



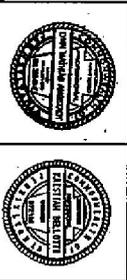
SHEET 2 OF 3

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
E-0	BERKS	0222	058 B/L & 055 E/W	152 OF 154
BERKS	0183	055 E/W		
TOWNSHIP OF BERRYVILLE				
REVISIONS				
			DATE	BY

RIGHT-OF-WAY CLAIM INFORMATION
 COMMONWEALTH OF PENNSYLVANIA
 STATE RTE. 0222 & 0223 SEC. NO. 22N E27 A 05S 17E TOWNSHIP OF BERKS COUNTY OF BERKS
 SHEET NO. 41, 45, 46, 47 & 48 CLAIM NO. X
 PREPARED BY: GEORGE R. BEQUET AND MARGARET B. BEQUET, PLS SEE AND
 CHARLES S. BEQUET AND ANDREW K. BEQUET, PLS SEE

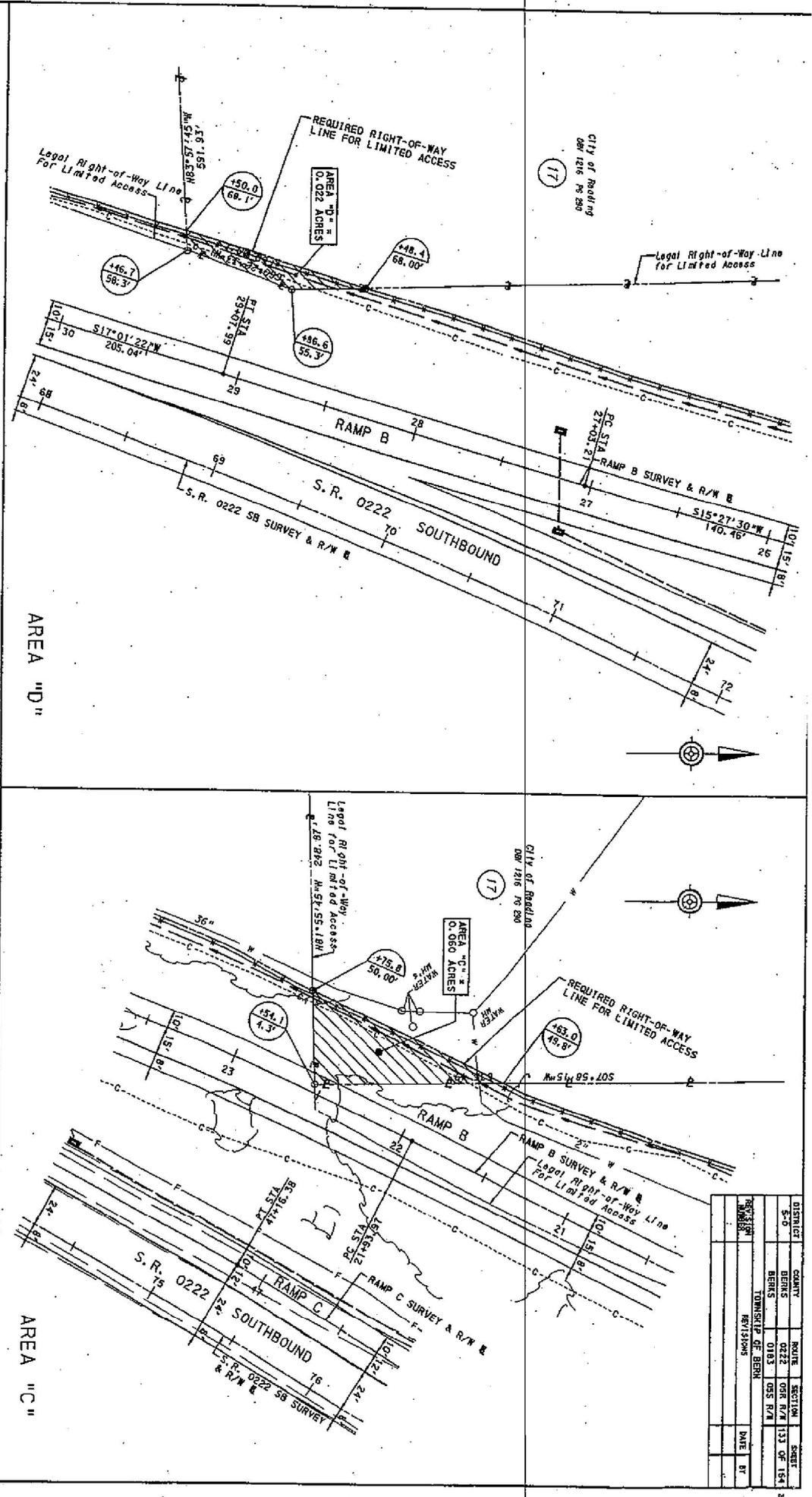


AREAS "C" & "D"



SHEET 3 OF 3

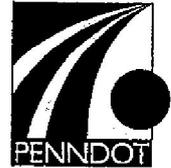
LEGEND
 REQUIRED RIGHT-OF-WAY



DISTRICT	COUNTY	ROUTE	SECTION	SHEET
E-5	BERKS	0222	0223 OF R/A	133 OF 134
		01A3	0223 OF R/A	
TOWNSHIP OF BERKS				
REVISIONS				
			DATE	BY

RW-317AF (7/07)
18-K-580

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION



ROW OFFICE PROJ. NO.	050103
COUNTY	Berks
S.R. - SECTION	0183-05S
MUNICIPALITY	Bern Township
PARCEL NO.	17
CLAIM NO.	0600415000
CLAIMANT	City of Reading

AGREEMENT OF SALE
(Fee Simple)

Made on _____ by CITY OF READING 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 has filed 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 THIRTY NINE THOUSAND TWO HUNDRED AND 00/100 (\$39,200.00) 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 George R. Bechtel and Margaret B. Bechtel, his wife; and Charles S. Bechtel and Kathryn K. Bechtel, his wife, dated December 15, 1955, recorded in Volume 1216 page 290. This conveyance contains approximately 0.205 acres of land as required right of way and 0.194 acres of land as required right of way for limited access and is identified on COMMONWEALTH plans as Parcel 17, 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. The SELLER will warrant GENERALLY the property interest to be conveyed.

Reserving, however, to the SELLER the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the COMMONWEALTH, from mine shafts or by means of wells located off the right-of-way.

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 _____ after which date SELLER will pay rental to the COMMONWEALTH in the sum of \$ _____ per month, in advance, beginning _____, 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 and/or 904 (Replacement Housing) 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.

RW-317AF (7/07) 0600415000
Claim Number

City of Reading
Claimant

Date

Page 3 of 3

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

INDIVIDUALS

ENTITIES*

SELLER:

City of Reading
(Name of Entity)

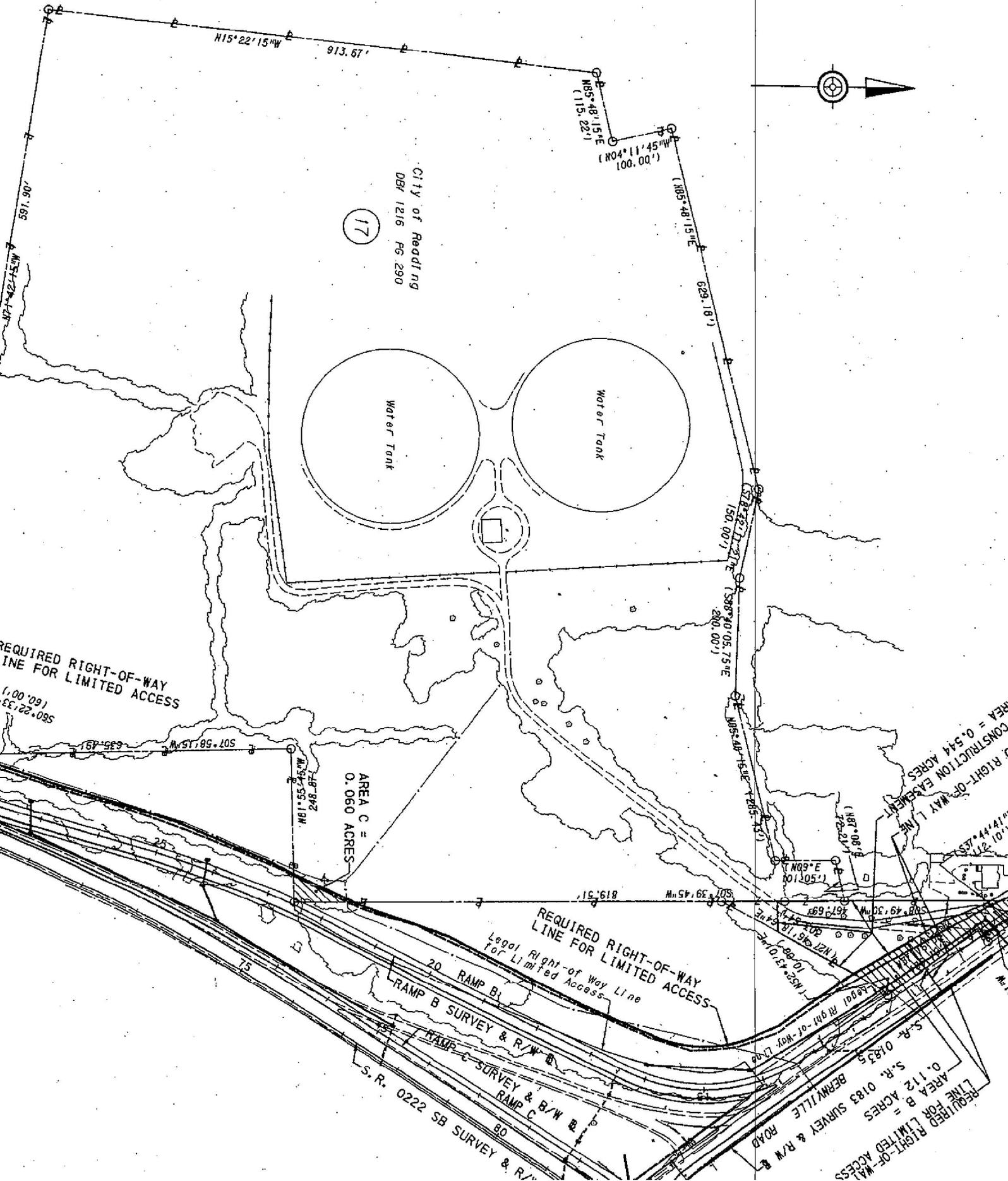
BY: _____
Thomas M. McMahon, Mayor

BY: _____
Linda A. Kelleher, City Clerk

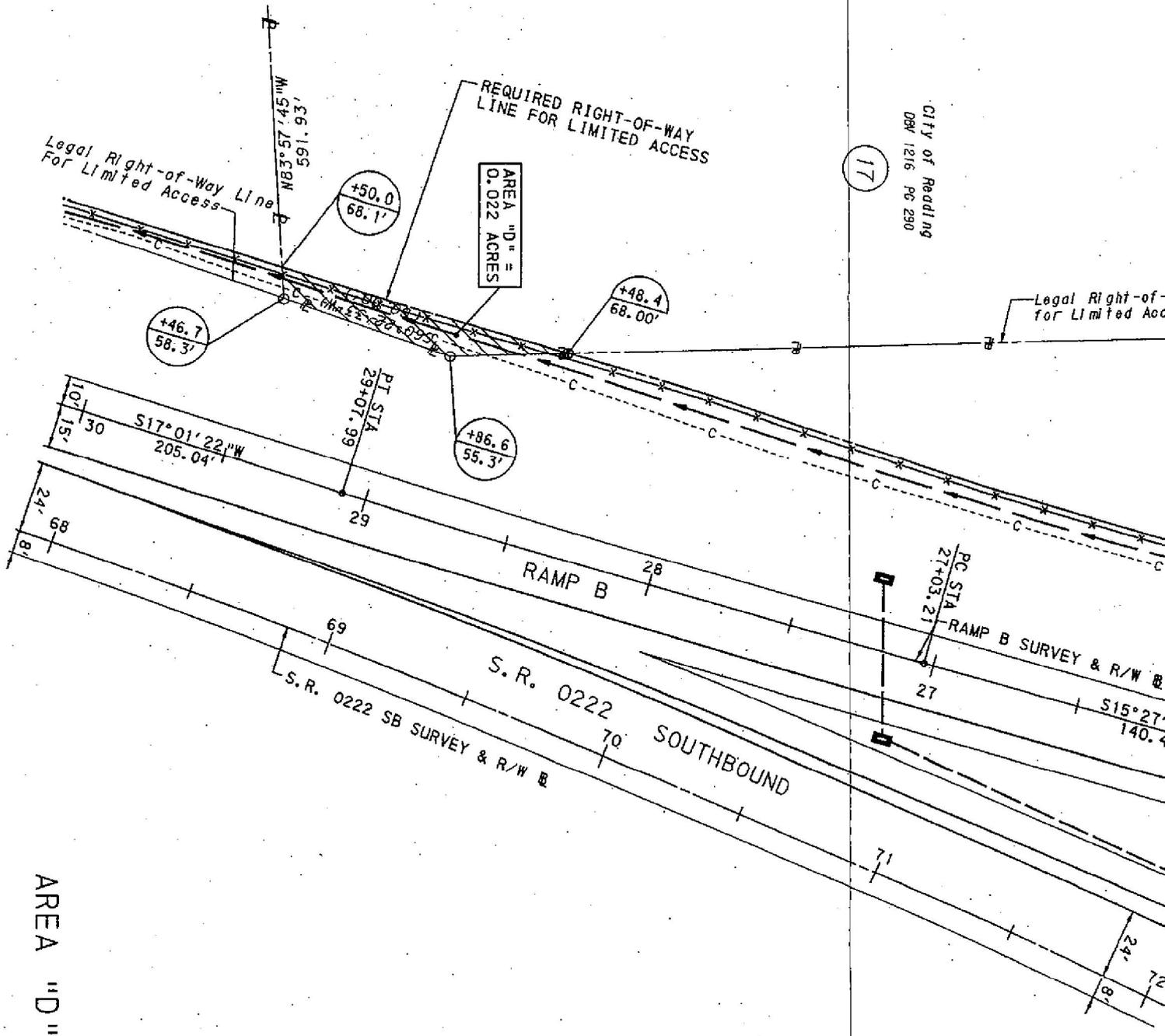
* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Right-of-Way Administrator



LEGEND

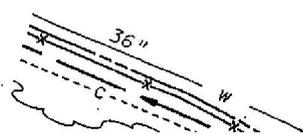


AREA "D"

Legal Right-of-Way Line for Limited Access
E.L.B. 842 Mⁿ 57.55.18M

AREA "C" = 0.060 ACRES

City of Reading
DW 1216 PC 290



+75.0