

BILL NO. 11 -2014
AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT OF SALE, DEED, AND ANY OTHER REQUIRED DOCUMENTS TO EFFECTUATE THE CONVEYANCE OF CERTAIN REAL PROPERTY SITUATE IN PERRY/RICHMOND TOWNSHIPS, BERKS COUNTY, PENNSYLVANIA, AS DESCRIBED IN SAID DOCUMENTS ATTACHED HERETO AND CONSISTING OF APPROXIMATELY 0.621 ACRES (RIGHT OF WAY) AND APPROXIMATELY 0.067 ACRES (PRIVATE ACCESS EASEMENT), BETWEEN THE CITY OF READING AND THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City of Reading is the legal owner of real property situate along State Route 662, Perry/Richmond Townships, Berks County, Pennsylvania, as shown on attached plot plan; and

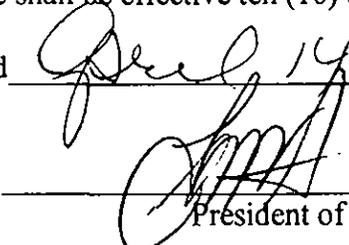
WHEREAS, the City of Reading is willing to convey to the Commonwealth of Pennsylvania, Department of Transportation, certain real property [approximately 0.621 acres (right-of-way) and 0.067 acres (private access easement)] situate alongside State Route 662, in Perry/Richmond Townships, Berks County, Pennsylvania, in connection with a certain improvement project at said location.

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

SECTION 1. The Mayor is authorized to execute an Agreement of Sale, Deed, and Settlement Statement (attached hereto) as well as any other required document, if any, to convey unto the Commonwealth of Pennsylvania, Department of Transportation, certain real property premises situate along State Route 662 in Perry/Richmond Townships, Berks County, Pennsylvania with an area of approximately 0.621 and 0.067 acres or a total of 0.688 acres as shown and designated in documents and certain plot plan attached hereto.

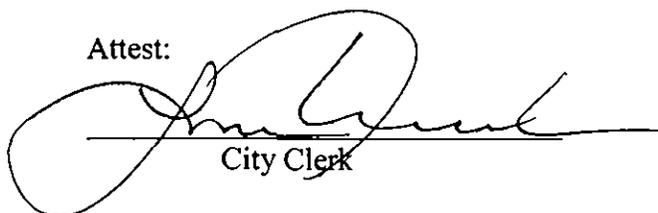
SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted April 14, 2014



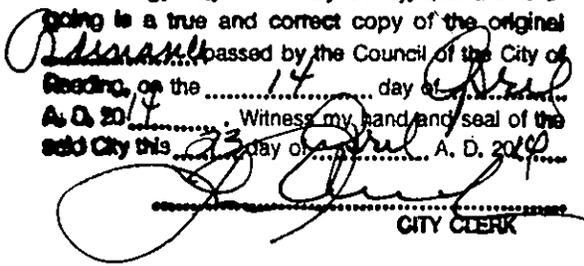
President of Council

Attest:



City Clerk

I, **LUNDA 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 Resolution passed by the Council of the City of Reading, on the 14 day of April, A. D. 2014. Witness my hand and seal of the said City this 23 day of April, A. D. 2014.



CITY CLERK

(LAW DEPT.)

Submitted to Mayor: _____

Date: 4/15/14

Received by the Mayor's Office: _____

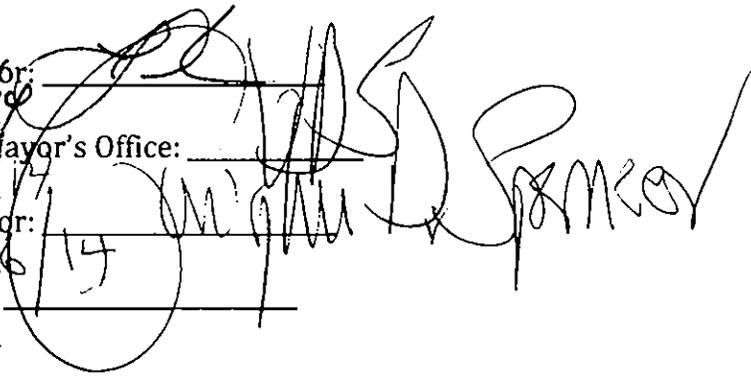
Date: 4/15/14

Approved by Mayor: _____

Date: 4/16/14

Vetoed by Mayor: _____

Date: _____



ROW OFFICE PROJ NO	050221
COUNTY	Berks
S.R. - SECTION	0662-01B
MUNICIPALITY	Perry/Richmond Townships
PARCEL NO.	1
CLAIM NO.	0600671000
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 19601-9615	State Route 662 Perry/ Richmond Townships Parcel ID:70-5413-04-81-4904	

Final Settlement	\$16,000.00
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	\$16,000.00

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)	\$16,000.00

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:

Vaughn D. Spencer, Mayor

BY:

* 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

Real Estate Specialist

Title

Date -

ROW OFFICE PROJ NO.	050221
COUNTY	Berks
S R - SECTION	0662-01B
MUNICIPALITY	Perry/Richmond Townships
PARCEL NO.	1
CLAIM NO.	0600671000
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 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 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 TEN THOUSAND EIGHT HUNDRED FIFTEEN AND 00/100 (\$10,815.00) 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 deeds of Levi R. Keller, widower, dated June 10, 1937 and recorded in Volume Book 791 page 472, R. Willard Baer and Edna L. Baer, his wife, dated February 21, 1941 and recorded in Volume Book 846 page 17, and Earl Sheble and Amy S. Moran Sheble, his wife, dated May 2 1941 and recorded in Volume Book 848 page 308 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.

This conveyance contains approximately 0.621 acres of land as required right of way and 0.067 acres of land as a private access easement, and the property is identified on COMMONWEALTH plans as Parcel 1. The SELLER will warrant GENERALLY the property interest to be conveyed.

The GRANTOR hereby excepts and reserves from this conveyance all right, title, and interest in and to all minerals, including oil, gas, subsurface gas storage, and subsurface gas storage protection together with the right to produce, inject, store subsurface, withdraw, and protect natural gas and oil; said mining, removal, storage and storage protection activities to be accomplished from a minimum depth to be determined by the COMMONWEALTH, from mine shafts, wells or other facilities located off the right-of-way, it being the intent of this provision that the COMMONWEALTH owns the right of support and no mineral activities may take place on the surface of the land acquired by the COMMONWEALTH.

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 N/A after which date SELLER will pay rental to the COMMONWEALTH in the sum of \$0.00 per month, in advance, beginning N/A, 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, 904 (Replacement Housing) and/or Section 905 (Housing Replacement Authorization) 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.

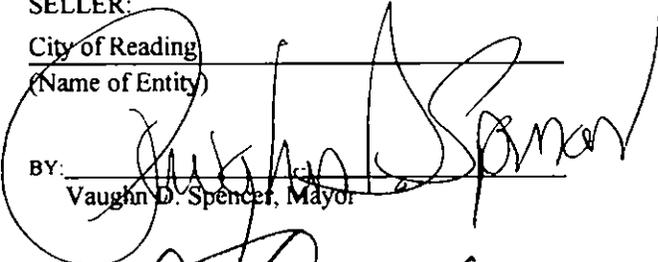
The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

SELLER:

City of Reading
(Name of Entity)

BY: 
Vaughn D. Spencer, Mayor

BY: 

* 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

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: State Route 662
Perry/Richmond Townships
Portion of Parcel ID: 70-5413-04-81-4904

RW-317F (2/13)
18-K-560

ROW OFFICE PROJ. NO.	050221
COUNTY	Berks
S.R. - SECTION	0662-01B
MUNICIPALITY	Perry/Richmond Townships
PARCEL NO.	1
CLAIM NO.	0600671000
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 deeds of Levi R. Keller, widower, dated June 10, 1937 and recorded in Volume Book 791 page 472, R. Willard Baer and Edna L. Baer, his wife, dated February 21, 1941 and recorded in Volume Book 846 page 17, and Earl Sheble and Amy S. Moran Sheble, his wife, dated May 2 1941 and recorded in Volume Book 848 page 308, together with the improvements, hereditaments and appurtenances thereto.

This conveyance contains approximately 0.621 acres of land as required right of way and 0.067 acres of land as a private access easement and is identified on COMMONWEALTH plans as Parcel 1. The GRANTOR warrants GENERALLY the property hereby conveyed.

The GRANTOR hereby excepts and reserves from this conveyance all right, title, and interest in and to all minerals, including oil, gas, subsurface gas storage, and subsurface gas storage protection together with the right to produce, inject, store subsurface, withdraw, and protect natural gas and oil; said mining, removal, storage and storage protection activities to be accomplished from a minimum depth to be determined by the COMMONWEALTH, from mine shafts, wells or other facilities located off the right-of-way, it being the intent of this provision that the COMMONWEALTH owns the right of support and no mineral activities may take place on the surface of the land acquired by the COMMONWEALTH.

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, 904 (Replacement Housing) and/or Section 905 (Housing Replacement Authorization) 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

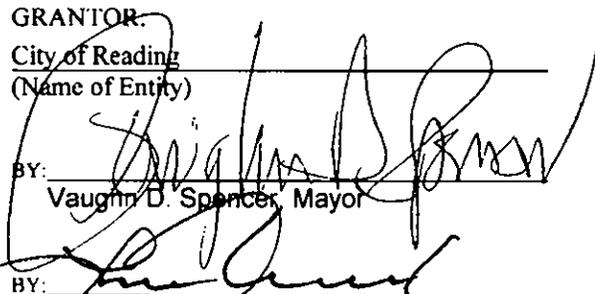
The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

GRANTOR.

City of Reading
(Name of Entity)

BY: 
Vaughn D. Spencer, Mayor

BY: _____

* 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.

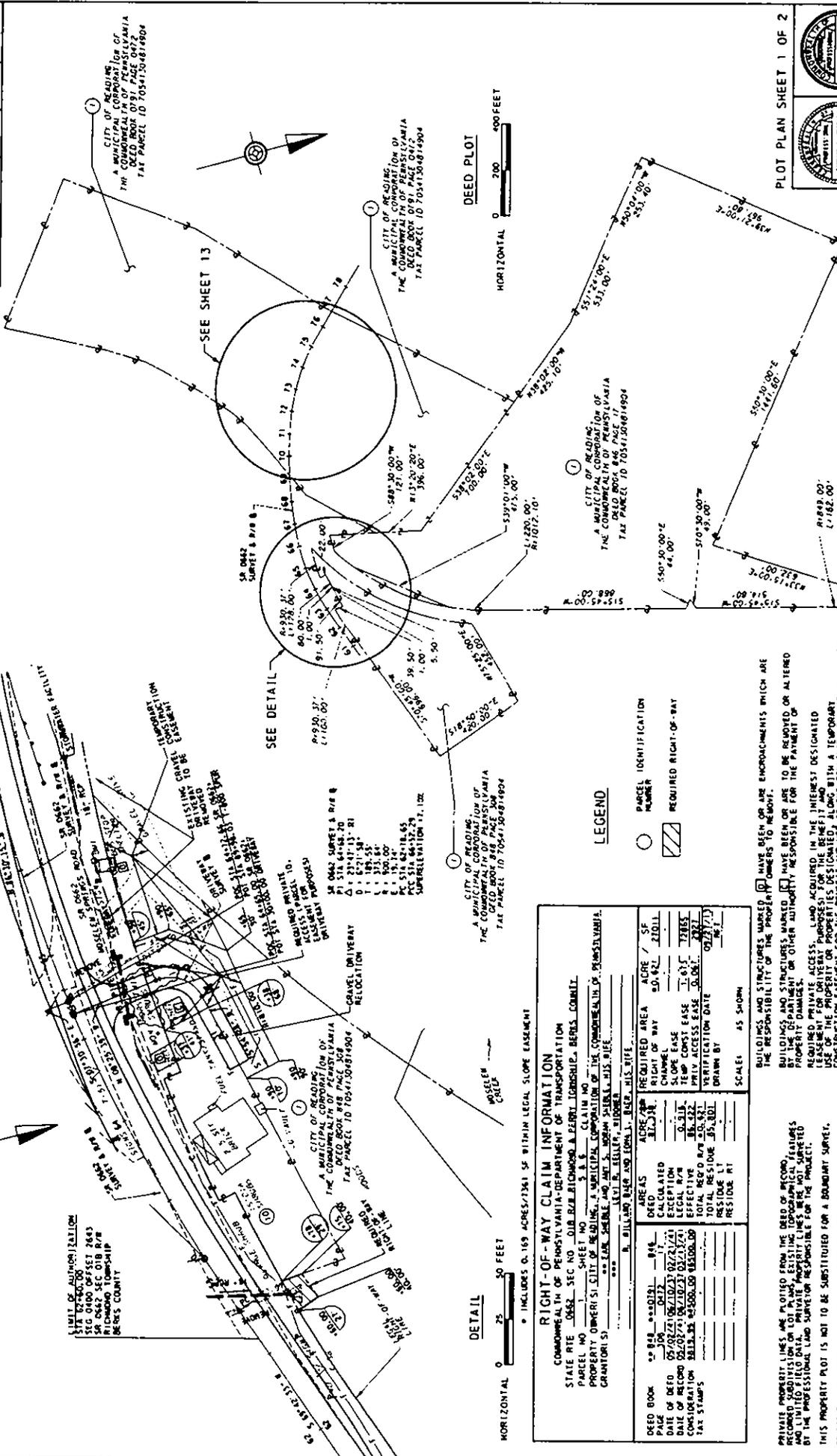
[Signature]

[Title]
[Seal]

APPROVED AS TO FORM AND LEGALITY:

For Chief Counsel

DISTRICT	COMMIT	MOBILE	SECTION	SHEET
3-0	BLANK	044	018	12
RICHMOND TOWNSHIP AND BERRIS TOWNSHIP				
DATE	BY			



DEED BOOK	008	000213	044
DATE OF DEED	02/27/2012	02/27/2012	02/27/2012
DATE OF RECORD	02/27/2012	02/27/2012	02/27/2012
CONSIDERATION	\$11,000.00	\$11,000.00	\$11,000.00
TAX STAMPS			

RIGHT-OF-WAY CLAIM INFORMATION
 COMMONWEALTH OF PENNSYLVANIA-DEPARTMENT OF TRANSPORTATION
 STATE RTE 0082 - SEC NO 010 RICHMOND A PERT. IONSHIRIP, BERRIS COUNTY
 PROPERTY OWNER: CITY OF BERRIS, A MUNICIPAL CORPORATION OF THE COMMONWEALTH OF PENNSYLVANIA
 GRANTOR(S): EARL SHELBY, JR. AND MRS. WYOMAN SHELBY, HIS WIFE
 (S/L) B. BELLEF, SIBBER
 (S/L) B. BILLARD RICH AND JOHN S. BILUP, HIS WIFE

DEED BOOK	008	000213	044
DATE OF DEED	02/27/2012	02/27/2012	02/27/2012
DATE OF RECORD	02/27/2012	02/27/2012	02/27/2012
CONSIDERATION	\$11,000.00	\$11,000.00	\$11,000.00
TAX STAMPS			

DETAIL
 HORIZONTAL 0 75 50 FEET
 * INCLUDES 0.169 ACRES/1361 SF WITHIN LEGAL SLOPE EASEMENT

LEGEND
 ○ PARCEL IDENTIFICATION NUMBER
 ▨ REQUIRED RIGHT-OF-WAY

BUILDINGS AND STRUCTURES MARKED [] HAVE BEEN OR ARE ENCROACHMENTS WHICH ARE THE RESPONSIBILITY OF THE PROPERTY OWNERS TO REMOVE.
 BUILDINGS AND STRUCTURES MARKED [] HAVE BEEN OR ARE TO BE REMOVED OR ALIENED PROPERTY DAMAGED, OR OTHER AUTHORITY RESPONSIBLE FOR THE PAYMENT OF REQUIRED PRIVATE ACCESS. LAND ACQUIRED IN THE INTEREST DESIGNATED FOR PRIVATE PURPOSES FOR THE BENEFIT AND USE OF THE PROPERTY OR PROPERTIES DESIGNATED ALONG WITH A LEVYDARY TITLE SHALL REST IN THE OWNERS OF THE DESIGNATED PROPERTIES UPON ACQUISITION AND MAINTENANCE RESPONSIBILITY SHALL TRANSFER UPON THE COMPLETION OF CONSTRUCTION, IF ANY.

PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEED OF RECORD, METERS AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.
 THIS PROPERTY PLOT IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.
 NECESSARY CONSTRUCTION EASEMENTS IN AGREEMENT TO USE THE LAND AS INDICATED BY THE CONSTRUCTION OF WORKS INDICATED BY THE PLAN IS REQUIRED ONLY UNTIL THE CONSTRUCTION OF WORKS INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER REINVESTED IN WRITING BY THE DEPARTMENT.

