

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2010-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WORCESTER TOWNSHIP APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT OF SALE WITH THE PENNSYLVANIA TURNPIKE COMMISSION FOR A PORTION OF PROPERTY OWNED BY THE TOWNSHIP ADJACENT TO THE PENNSYLVANIA TURNPIKE BEING A 1.264 ACRE PORTION OF MONTGOMERY COUNTY TAX PARCEL NO. 67-00-0346-21-7.

WHEREAS, WORCESTER TOWNSHIP ("Township") is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania which land has frontage on Bethel Road and is adjacent to the Pennsylvania Turnpike ("Property"); and

WHEREAS, the PENNSYLVANIA TURNPIKE COMMISSION ("Commission") intends to record a plan in the Recorder of Deeds office in Montgomery County indicating the need to condemn a 1.264 acre portion of the Property for the use of the Pennsylvania Turnpike, which portion is more particularly identified on the Property Plat plan prepared for the Pennsylvania Turnpike Commission dated November 30, 2009 and attached hereto as Exhibit "A" (the "Premises to be Condemned"); and

WHEREAS, in lieu of condemnation, the Township has agreed to sell the Premises to be Condemned to the Commission for the sale price of One Hundred Twenty-seven Thousand Eight Hundred Dollars (\$127,800.00) in accordance with the terms of an Agreement of Sale for the acquisition of the Premises to be Condemned by the Commission, a true and correct copy of which is attached hereto as Exhibit "B"; and

WHEREAS, the Worcester Township Board of Supervisors, by official action, desires to accept the terms of the Agreement of Sale.

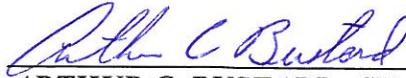
NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Acceptance of Terms of Agreement of Sale. Worcester Township hereby accepts the terms of the Agreement of Sale attached hereto as Exhibit "B" for the sale of a portion of property owned by the Township, being a 1.264 acre portion of Montgomery County Tax Parcel No. 67-00-0346-21-7 and more particularly identified on the Property Plat plan prepared for the Pennsylvania Turnpike Commission attached hereto as Exhibit "A", to the Pennsylvania Turnpike Commission for the agreed upon sale price of One Hundred Twenty-seven Thousand Eight Hundred Dollars (\$127,800.00).

2. Authorization. The Board of Supervisors hereby authorizes any of its members to execute the aforementioned Agreement of Sale and all documents and paperwork necessary to complete the sale of the property as described above pursuant to the terms of the Agreement of Sale, as approved by the Township Solicitor.

RESOLVED this 7th day of July, 2010, by the Board of Supervisors of Worcester Township.

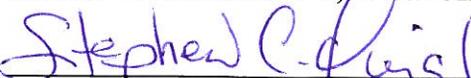
WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

Agreement of Sale

EXHIBIT "A"

(AG Approval
Date: 10/29/08)

AGREEMENT OF SALE

(Fee Simple Conveyance)

MADE THIS _____ day of _____, 2010, by and between **Worcester Township, 1721 Valley Forge Road, PO Box 767, Worcester, PA 19490** (Sellers);

AND

PENNSYLVANIA TURNPIKE COMMISSION, an instrumentality of the Commonwealth of Pennsylvania, of **P.O. Box 67676, Harrisburg, Pennsylvania 17106-7676** (Buyer).

WHEREAS, the Buyer intends to record or has recorded its plan in the Recorder of Deeds office in Montgomery County indicating the need to condemn property for the use of the highway; and

WHEREAS, in lieu of condemnation, the Sellers have agreed to sell the needed property to the Buyer; now

THEREFORE, in consideration of \$1.00 in hand paid and the mutual promises contained herein, the parties agree as follows:

1) That the Sellers will sell and the Buyer will purchase the property situate in Worcester Township, Montgomery County, Pennsylvania; being a part of the property Tax Parcel No. 67-00-00346-21-7 conveyed to the Sellers by deed dated, July 21, 2009 and recorded in the Montgomery County Recorder of Deeds office in Deed Book 5743 Page 1811.

2) That the sale price, which in the event of a partial take includes damages, if any, to the remainder, shall be One Hundred Twenty Seven Thousand Eight Hundred Dollars (\$127,800.00) payable upon execution and delivery of the Deed and Release, if necessary, and in no event later than ninety (90) days from the date of this Agreement, except for cause shown.

3) Sellers agree to convey the property free and clear of all liens, encumbrances, and leases or agreements, which the Sellers have the right to terminate or remove. Further, Sellers will convey good and marketable title, as determined by the Buyer's counsel or settlement agent, and will generally warrant the interest to be conveyed.

4) If applicable, Sellers will assign to the Buyer all of Sellers' right, title, and interest in those leases, agreements, and other encumbrances, which cannot be terminated or removed.

5) All expenses of examination of the title and of the preparation and recording of the Deed and any transfer taxes shall be paid by the Buyer. The parties hereby agree that, at closing, county and

(AG Approval
Date: 10/29/08)

local real estate taxes will be pro rated based upon the calendar year; school real estate tax will be pro rated based upon a fiscal year.

6) Sellers agree that with the execution of this Agreement the Buyer, its agents, and contractors shall have the right to enter said property to make studies, tests, soundings, surveys, and in general do any other work necessary for the purpose for which this acquisition is made. However, Buyer agrees that its agents and contractors will not enter the dwelling prior to Sellers' vacation of the same.

7) The Sellers, upon closing, do remise, release, quitclaim, and discharge forever the Buyer, its successors and assigns, or its employees or representatives of and from all suits, damages, claims, demands, actions and causes of action which the Sellers might have been entitled to assert for or on account of Buyer's acquisition of the Sellers' property under the Pennsylvania Eminent Domain Code incidental to or consequential upon the construction, operation, and maintenance of the Buyer's roadway, except damages, if any, under 26 Pa.C.S. §710.

8) This Agreement shall be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

INTENDING TO BE LEGALLY BOUND, THE PARTIES SIGN ON THE DATE ABOVE WRITTEN:

WITNESS:

SELLERS: **Worcester Township**

By: _____, **Chairman**

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

Ann Louise Edmunds
Assistant Secretary-Treasurer

Allen D. Biehler
Chairman

APPROVED AS TO FORM AND LEGALITY

Property Plat Plan

EXHIBIT "B"

