

TOWNSHIP OF WORCESTER  
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION 2017-04


RESOLUTION TO APPROVE THE GRANT OF AN EASEMENT  
TO THE PENNSYLVANIA TURNPIKE COMMISSION

WHEREAS, Worcester Township desires to grant an easement to the Pennsylvania Turnpike Commission for the purpose of allowing the Pennsylvania Turnpike Commission to install an aerial electric line across Township property;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Township Manager is authorized to execute the agreement attached hereto as Exhibit A.

BE IT RESOLVED THIS 18<sup>TH</sup> DAY OF JANUARY, 2017.

FOR WORCESTER TOWNSHIP

By:   
Susan G. Caughlan, Chair  
Board of Supervisors

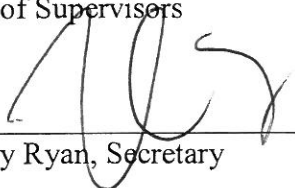
Attest:   
Tommy Ryan, Secretary

Exhibit A



PENNSYLVANIA TURNPIKE COMMISSION

WARRANT NO.	A 012,608,101-4-02
COUNTY	Montgomery County
MUNICIPALITY	Woolster Township
CLAIM NO.	RW 631 D
CLAIMANT(S)	Woolster Township

THIS AGREEMENT, made on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Woolster Township, a Municipal Corporation organized and existing under the Second Class Township Code of the Commonwealth of Pennsylvania, amongst of property affected by the construction or improvement of the above mentioned project, its successors, and/or assigns, hereinafter, whether singular or plural, called the SELLER, and the Pennsylvania Turnpike Commission, hereinafter called the COMMISSION,

WITNESSETH:

WHEREAS the Pennsylvania Turnpike Commission is authorized and empowered by Section 3 of the Act of July 18, 2007, P.L. 169, No. 44, as amended; to acquire by purchase or condemnation any lands, rights, easements, franchises and other property deemed necessary or convenient for the construction or efficient operation of the Turnpike; and

WHEREAS the Parties hereto have agreed that, in lieu of condemnation, the SELLER will convey to the COMMISSION an aerial easement easement as designated on the attached plot plan.

NOW THEREFORE, in consideration of the sum of Five Hundred Dollars (\$500.00) and other good and valuable consideration, the SELLER hereby agrees to sell and convey to the COMMISSION, and the COMMISSION agrees to purchase an aerial easement easement, which gives the COMMISSION the right, privilege and authority from time to time and at any time to construct, add to, reconstruct, operate and maintain aerial and/or underground electric and communication lines and facilities including cables, cable ducts, poles, crossarms, anchors, wires, transformers, transformer pads, transformer vaults, secondary junction boxes, service connections, and manholes (hereinafter referred to as utility facilities) on, over, under, along and across the premises of the undersigned situated along the Pennsylvania Turnpike as shown on the plot plan attached hereto and made a part hereof, said easement to be taken from the premises conveyed or devised to the SELLER by Deed of Deeds Associates, Inc. dated July 21, 2009 recorded in Deed Book 5743, Page 01811, together with the improvements, hereditaments, and appurtenances to the said easement, if any, except those which may be agreed to be retained by the SELLER, free and clear of all liens, charges, delinquent taxes, and assessments, and of all leases and encumbrances which the SELLER has the right to terminate or remove. And the SELLER will warrant generally the property interests to be conveyed.

All expenses of examination of the title and preparation and recording of the deed of easement shall be paid by the COMMISSION. Payment of the purchase price shall be made within ninety (90) days of the date of this agreement.

The COMMISSION and its agents and contractors shall have the right to enter upon the land covered by the easement to be conveyed for making studies, surveys, tests, soundings, and appraisals.

The SELLER does further agree that the following limitations shall be imposed upon use of the surface land within the scope of easement, which limitations shall run with the land:

Vegetation which includes trees and shrubs having a mature height in excess of fourteen (14) feet shall not be planted. Should such vegetation be planted or naturally appear, the COMMISSION shall, in the interest of all customers served in the area, remove vegetation on its own motion. It is understood between the parties of interest that vegetation planted or naturally growing outside said fifteen (15) foot limitation shall whenever necessary, be trimmed by the COMMISSION to maintain the minimum clearance of fifteen (15) feet on either side of the pole line as constructed.

**Worcester Township  
Covenant**

No buildings or other facilities shall be constructed on the land without prior authorization of the COMMISSION. If and when such authorization is granted, the plans of the building and construction methods shall be subject to the approval of the COMMISSION.

No interference shall be made with the right of the COMMISSION to enter upon the land for the purposes of inspection, maintenance, repair, reconstruction, or alteration of the structure or other appurtenances.

Any substantial change in land use to be made subsequent to the execution of the easement shall be subject to the approval of the COMMISSION.

The SELLER does further release, quitclaim, and forever discharge the COMMISSION 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 have otherwise been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid utility relocation, except damages, if any, under Section 712 (Limited Reimbursement of Appraisal, Attorney, and Engineering Fees) and Section 713 (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 903 (Moving Expenses) and/or Section 904 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The SELLER does further indemnify the COMMISSION against any claim made by any leasee of the aforesaid property who has not entered into a Settlement Agreement with the COMMISSION.

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

**Corporate Signature:**  
ATTORNEY:

Worcester Township

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

\_\_\_\_\_  
Aren Loane Edmunds  
Assistant Secretary-Treasurer

By: \_\_\_\_\_  
Sean Logan  
Chairman

Approved as to form and legality: \_\_\_\_\_