RESOLUTION 33 of 2021

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF MAIDENCREEK, BERKS COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO PURCHASE REAL ESTATE FROM THE COMMONWEALTH OF PENNSYLVANIA AND AUTHORIZING THE TOWNSHIP MANAGER TO CONCLUDE THE TRANSACTION ON BEHALF OF THE TOWNSHIP

WHEREAS the Commonwealth of Pennsylvania Department of Transportation owns property at the North west corner of the intersection of State Routes S.R. 73 and S.R. 1010 (Park Road) being Berks County tax parcel number 61541008893064 (hereinafter The Property) with an address of 324 Main Street in the Township of Maidencreek (hereinafter the Township); and,

WHEREAS the Township wishes to acquire The Property from the Commonwealth and the parties have reached an understanding concerning the sale and purchase; and,

WHEREAS the understanding is set forth in the proposed agreement of sale attached hereto marked Exhibit A and made part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Township of Maidencreek, Berks County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

Section 1. The Whereas clauses above are incorporated herein by reference and are an integral part of this Resolution.

Section 2. The Township agrees to purchase The Property from the Commonwealth of Pennsylvania Department of Transportation for a price of $ 14,000.00 pursuant to the terms of the Agreement of Sale attached hereto as Exhibit A and made part hereof, conditioned only upon the Commonwealth's execution, delivery, and performance of its obligations pursuant to that Agreement.

Section 3. The Township Manager, Diane Hollenbach is hereby expressly authorized on behalf of the Township to sign the Agreement of Sale, and take all other actions and sign all other documents reasonably necessary to fulfill the terms of the Agreement of Sale and to acquire The Property on behalf of the Township.

RESOLVED and ADOPTED by the Board of Supervisors of the Township of Maidencreek, Berks County, Pennsylvania, in lawful session duly assembled, this 9th day of December, 2021.

TOWNSHIP OF MAIDENCREEK
BOARD OF SUPERVISORS

BY: _____
Claude Beaver, Chairman

_____
David Franke, Member

_____
Heidi Fiedler, Member

Attest:

_____
Diane Hollenbach Secretary

RW-318 (12/18)

ROW OFFICE PROJ. NO.	050057
COUNTY	Berks
S.R. - SECTION	0073-04S
MUNICIPALITY	Maidencreek Township
PARCEL NO.	1
CLAIM NO.	0600297000
CLAIMANT	Henry J. Fox and Freida M. Fox

pennsylvania
DEPARTMENT OF TRANSPORTATION

AGREEMENT OF SALE
(Disposition)

THIS AGREEMENT OF SALE is made on this ____ day of _____ between the Commonwealth of Pennsylvania, through the Department of Transportation, ("COMMONWEALTH") and Maidencreek Township, ("BUYER").

WITNESSETH,

WHEREAS, the COMMONWEALTH has determined that the property described in Exhibit A is not needed for present or future transportation purposes.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows.

1. **Sale and Conveyance.** The COMMONWEALTH shall sell, release, and quitclaim all of the COMMONWEALTH's right, title and interest to the BUYER, who shall purchase all of the COMMONWEALTH's right, title and interest in ALL THAT CERTAIN

☐ premises described in Exhibit A made a part hereof.

☒ premises designated on the plot plan attached hereto as Exhibit A and made a part hereof.

2. Purchase Price. The BUYER shall pay the COMMONWEALTH the purchase price of Fourteen thousand & 00/100 dollars ($14,000.00) in the way and following manner:

a. Zero dollars ($0.00) upon the execution of this Agreement, receipt is hereby acknowledged, and

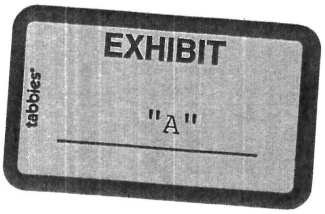
b. the balance of Fourteen thousand & 00/100 dollars ($14,000.00) at settlement.

3. **Forms of Remittance.** The COMMONWEALTH will only accept cashier's checks, certified checks, postal money orders or other forms of remittance not subject to stoppage, made payable to the "*Pennsylvania Department of Transportation*" for the above indicated amounts.

4. **Settlement.** Settlement shall be within ninety (90) days of the day and year first above written, said time to be the essence of this Agreement, unless extended by mutual consent in writing using the Settlement Date Extension form attached hereto and made a part hereof as Exhibit B.

5. **Possession.** Possession shall be given at the time of settlement.

6. **Transfer Taxes.** The BUYER shall pay all Transfer Taxes.



7. **Risk of Loss.** The BUYER shall bear the risk of loss or damage to the property by fire or other casualty. As of the date of this Agreement, the BUYER should obtain insurance against such loss or damage.

8. **Liquidated Damages.** Should the BUYER violate or fail to fulfill and perform any of the terms or conditions of this Agreement, the COMMONWEALTH may retain all sums paid by the BUYER on account of the purchase price or consideration, either on account of the purchase price or as liquidated damages for such breach, as the COMMONWEALTH may elect. If the COMMONWEALTH elects to invoke this provision, the BUYER releases the COMMONWEALTH from all liability or obligation and this Agreement shall become null and void.

9. **COMMONWEALTH'S Disclaimer.** The property is sold "as is." The COMMONWEALTH makes no claims or promises about the condition or value of the subject premises.

10. **Deed of Conveyance.** The COMMONWEALH shall convey the property by Quit Claim Deed.

11. **Easements and Encumbrances.** The sale will be subject to all lawful and enforceable easements, servitudes and rights of others, including but not confined to streets, roadways and rights of any telephone, telegraph, water, electric, gas or pipeline companies, as well as under and subject to any lawful and enforceable estates or tenancies vested in third persons appearing of record, for any portion of the land or improvements erected thereon.

12. **Modifications.** This Agreement shall not be modified or amended except by a writing executed by both parties.

13. **Binding Effect.** This Agreement shall accrue to the benefit of and be binding upon the parties to this Agreement and their respective heirs, executors, administrators, representatives, successors and assigns.

14. **Applicable Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions).

15. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

16. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by a party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

17. **Assignment.** This Agreement may not be assigned by the BUYER, either in whole or in part, without the written consent of the COMMONWEALTH.

18. **Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

19. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

20. **Additional terms.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed the Agreement below.

INDIVIDUALS

_____

_____

_____

_____

_____

_____

ENTITIES*

BUYER:

Maidencreek Township
(Name of Entity)

BY: Diane Hollenbach manager
Diane Hollenbach Title

BY: _____
Title

* 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 Sec. 3.06 and Appendix F.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____
Director, Bureau of Project Delivery

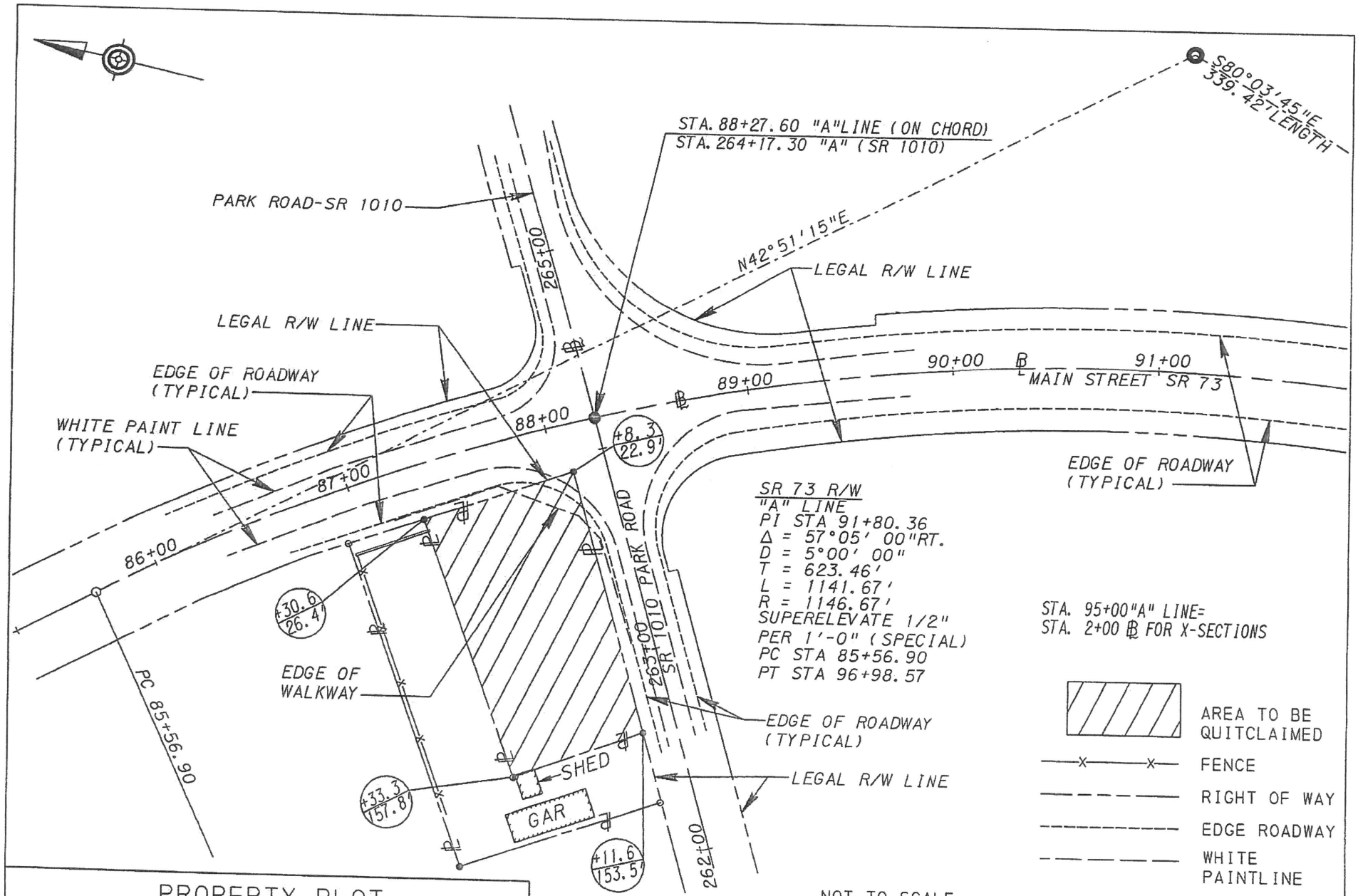
APPROVED AS TO FORM AND LEGALITY:

_____ For Chief Counsel

_____ Deputy General Counsel

_____ Deputy Attorney General

EXHIBIT A



PROPERTY PLOT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
STATE ROUTE 0073, SECTION 04S R/W DISPOSITION
0.200± ACRES TOTAL AREA TO BE QUITCLAIMED
BLANDON TWP., MAIDENCREEK MUNIC.-BERKS COUNTY

NOT TO SCALE

ALL PROPERTIES ARE PLOTTED FROM DEEDS OR 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 PLAT IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

RW-318 (12/18)

ROW OFFICE PROJ. NO.	050057
COUNTY	Berks
S.R. - SECTION	007304S
MUNICIPALITY	Maidencreek Township
PARCEL NO.	1
CLAIM NO.	0600297000
CLAIMANT	Henry J. Fox and Freida M. Fox

AGREEMENT OF SALE
(Disposition)

Settlement Date Extension
Exhibit B

WHEREAS, on the Commonwealth of Pennsylvania, through the Department of Transportation ("COMMONWEALTH") and Maidencreek Township ("BUYER") entered into the attached Agreement of Sale (Disposition) with the intention to hold settlement within ninety (90) days of said date, being on or before .

WHEREAS, settlement cannot or has not occurred on or before , and the parties desire to establish an extension for settlement.

NOW, THEREFORE, the parties, intending to be legally bound, agree that settlement shall take place on or before .

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AMENDMENT TO THE ATTACHED AGREEMENT OF SALE (DISPOSITION), REPRESENTING A SETTLEMENT DATE EXTENSION:

BUYER

BY: Maidencreek Township

DATE:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____
Director, Bureau of Project Delivery
(or Right-of-Way Administrator)

DATE: