

RESOLUTION NO. 2017-12

BOROUGH OF SCHWENKSVILLE
MONTGOMERY COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOROUGH OF SCHWENKSVILLE COUNCIL AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY CONSISTING OF APPROXIMATELY 0.14 ACRES, MORE OR LESS, SAID TRACT BEING IDENTIFIED AS 300 MAIN STREET, SCHWENKSVILLE BOROUGH, MONTGOMERY COUNTY, PENNSYLVANIA, TAX PARCEL NO. 20-00-00160-009; AUTHORIZING THE PREPARATION, EXECUTION AND RECORDING OF ANY AND ALL DOCUMENTS, DECLARATION OF TAKING, DEED IN-LIEU-OF CONDEMNATION, WRITINGS, INSTRUMENTS AND PAPERS AS MAY BE NECESSARY TO FORMALLY ACQUIRE TITLE TO SUCH PROPERTY IN THE NAME OF THE BOROUGH OF SCHWENKSVILLE.

WHEREAS, the Borough of Schwenksville (hereinafter the "Borough") has identified a certain tract and parcel of ground consisting of approximately 0.14 acres, more or less, identified as 300 Main Street, Schwenksville Borough, Montgomery County, Pennsylvania, tax parcel no. 20-00-00160-009, which the Borough desires to acquire and incorporate into its lands to be utilized as and for such public purposes as permitted by law; and

WHEREAS, the Borough does hereby express its intention to acquire said property by the exercise of its right of Eminent Domain, if appropriate, but has entered into negotiations with the current record title owner of said tract who has indicated its willingness to enter into an agreement whereby the Borough would acquire said tract and utilize the same for such public purposes

as permitted by law; and

WHEREAS, the Borough hereby confirms, acknowledges and affirms its desire to acquire said tract; and

WHEREAS, the Borough does hereby authorize the appropriate parties, individuals and officers of the Borough, including its Solicitor and Manager, to execute any and all documents, papers, writings or instruments necessary to complete the transfer, including the preparation, execution and recording of any and all documents necessary to acquire title to the same by the preparation and filing of a Declaration of Taking, or acceptance of a Deed in-lieu-of Condemnation or otherwise; contingent upon the receipt of a title report acceptable to the Borough Solicitor and conveyance of title free and clear of any and all liens and encumbrances.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the Borough of Schwenksville as follows:

1. That the appropriate parties, individuals, and officers of the Borough shall prepare, finalize and execute a Declaration of Taking, or, in the alternative, a Deed in-lieu-of Condemnation to acquire approximately 0.14 acres, more or less, being identified as 300 Main Street, Schwenksville Borough, Montgomery County, Pennsylvania, tax parcel no. 20-00-00160-009, and depicted in the legal description attached hereto and incorporated herein as Exhibit "A".

2. That the appropriate persons, individuals and officers

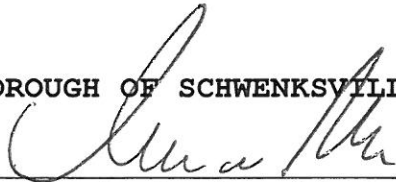
of the Borough prepare, execute and finalize any and all documentation necessary to secure title to said tract, the same to be utilized by the Borough of Schwenksville as and for such public purposes as permitted by law.

3. And further authorizing the Borough, its agents, servants, and employees to negotiate, prepare, execute, record and do all other actions necessary to obtain title to the said tract to be utilized by the Borough as and for such public purposes permitted by law.

4. The Borough's acceptance of a Deed-in-lieu of Condemnation shall be contingent upon the receipt of a title report acceptable to the Borough Solicitor and conveyance of title free and clear of any and all liens and encumbrances.

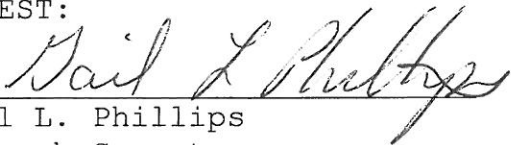
RESOLVED and **ENACTED** this 10th day of August, 2017.

BOROUGH OF SCHWENKSVILLE



Darren Rash, President
Borough Council

ATTEST:



Gail L. Phillips
Borough Secretary

Exhibit "A"

Prepared by and return to:
Robert L. Brant & Associates, LLC
572 W. Main Street, PO Box 26865
Trappe, PA 19426
610-489-9199

Parcel No. 20-00-00160-009

Deed in Lieu of Condemnation

This Indenture, made the 12th day of September, 2017

Between

Schwenksville Fire Company No. 1, (hereinafter called the Grantor), of the one part, and

The Borough of Schwenksville, (hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, Grantor granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee,

ALL THAT CERTAIN tract of land situate in the Borough of Schwenksville, County of Montgomery, Commonwealth of Pennsylvania identified as "Total Land Area" on a plan entitled "Property Plan Exhibit for Schwenksville Fire Company No. 1: Meadow Park Phase II Improvements", prepared by Gilmore & Associates, Inc., of Trappe, Pennsylvania, dated September 6, 2017. More particularly described as follows:

Beginning at a point on the easterly right of way line of Main Street (L.R. 158, 49 feet wide), a property corner of lands n/f Schwenksville Fire Company Number 1 (TPN 20-02-51) and unclaimed lands of N/F Perkiomen Branch R.R. (TPN 20-02-54), along the property line of lands n/f Schwenksville Fire Company Number 1, South 86° 23' 55" East, a distance of 40.83 feet, a property corner of lands n/f Schwenksville Fire Company Number 1 and lands of Unknown Ownership;

Thence along said line of lands of Unknown Ownership, North 03° 33' 54" East, a distance of 12.98 feet to a point of curvature, along the dividing line of lands n/f Schwenksville Fire Company Number 1 and unclaimed lands N/F Perkiomen Branch R.R.;

Thence along a curve to the left having a radius of 1834.30 feet, an arc length of 107.05 feet and whose chord bears North 01° 54' 22" East, for a distance of 107.04 feet to a property corner of lands n/f Schwenksville Fire Company Number 1 and lands n/f Schwenksville Borough;

Thence along said line of lands n/f Schwenksville Borough, North 87° 29' 56" West, a distance of 44.01 feet to a point, a property corner of lands n/f Schwenksville Fire Company Number 1 and lands n/f Schwenksville Borough;

Thence along easterly right of way line of Main Street, North 03° 36' 05" East, a distance of 120.82 feet to the place and POINT of BEGINNING.

Containing 5,032 Square Feet (0.116 acres), more or less.

BEING part of the same premises which Edward Roman and Anne M. Roman, husband and wife, by Deed dated 12-27-1979 and recorded 1-10-1980 in Montgomery County in Deed Book 4490 page 238 conveyed unto Schwenksville Fire Company No. 1, in fee.

BEING Parcel Number 20-00-00160-009.

UNDER AND SUBJECT to conditions, restrictions and agreements now of record.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of itself the said Grantor, its successors and/or assigns, as well at law as in equity, of, in and to the same.

To have and to hold the said units, lots or pieces of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee and Grantee's successors and/or assigns, to and for the only proper use and behoof of the said Grantee and Grantee's successors and/or assigns, forever.

And the said Grantor, for itself, its successors and/or assigns, does, by these presents, covenant, grant and agree, to and with the said Grantee and Grantee's successors and/or assigns, that the said Grantor, its successors and/or assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee and Grantee's successors and/or assigns, against itself, the said Grantor, and its successors and/or assigns, and against all and every other person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it, or any of them, shall and will

Warrant and Foreber Defend.

In Witness Whereof, the party of the first part has hereunto set its hand and seal.
Dated the day and year first above written.

Sealed and Delivered

IN THE PRESENCE OF US:

Schwenksville Fire Company No. 1

Attest:

<u>Anne W. Klepfer</u>	By: <u>Edward C. Graff</u>
Anne W. Klepfer, Borough Manager	Edward C. GRAFF, FIRE chief
Print Name and Title	Print Name and Title

Premises: 300 Main Street
Borough of Schwenksville
County of Montgomery
Commonwealth of Pennsylvania

Commonwealth of Pennsylvania

: SS

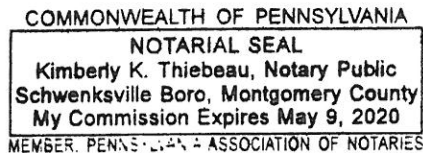
County of Montgomery

On this, the 12th day of September, 2017, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Edward C. Graft III who acknowledged himself/herself to be the Fire Chief of Schwenksville Fire Company No. 1, a corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself/herself as Schwenksville Fire Company

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kimberly K. Thiebeau
Notary Public
My commission expires May 9, 2020

The address of the above-named Grantee:
140 Main Street
Schwenksville, PA 19473



On behalf of the Grantee