

RESOLUTION NO. 2016-75

RADNOR TOWNSHIP

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING AN EASEMENT AGREEMENT UPON AND
ACROSS 961 WOOTTON ROAD, RADNOR TOWNSHIP**

WHEREAS, the Township has established a plan to construct and install a new sanitary sewer line pursuant to plans prepared by Gannett Fleming, Inc. dated July, 2014; and


WHEREAS, the Township requires a sanitary sewer easement upon and across 961 Wootton Road, Radnor Township in order to commence the project.

NOW, THEREFORE, be it hereby *RESOLVED* that the Board of Commissioners of Radnor Township does hereby approve the easement agreement for both a temporary construction easement and permanent sanitary sewer easement upon and across 961 Wootton Road in Radnor Township. A copy of said Agreement is attached hereto and incorporated herein as Exhibit "A".

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 27th day of June, 2016.


RADNOR TOWNSHIP

By:



Name: Phil Ahr
Title: President

ATTEST:



Name: Robert A. Zienkowski
Title: Township Manager/Secretary

421.16

Prepared By: John B. Rice, Esquire
Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

Return To: Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

TPN #: 36-05-03254-04

EASEMENT AGREEMENT
Temporary Construction, Permanent Sanitary Sewer Easement
961 Wootton Road, Radnor Township, Delaware County

THIS EASEMENT AGREEMENT is made and executed this _____ day of _____, 2016, between **GARY DeSANTO**, having a mailing address of 961 Wootton Road, Bryn Mawr, PA 19010 (hereinafter referred to as "*Grantor*") and the **TOWNSHIP OF RADNOR**, a Home Rule Municipality, with offices located at 301 Iven Avenue, Wayne, PA 19087 (hereinafter referred to as "*Grantee*").

BACKGROUND

A. Grantor is the title holder in fee of a certain parcel of land in Radnor Township located at 961 Wootton Road, Bryn Mawr, PA 19010, more particularly identified as Delaware County Tax Map Parcel No. 36-05-03254-04 (hereinafter referred to as "*Property*").

B. Grantee has established a plan to construct and install a sanitary sewer line pursuant to plans prepared by Gannett Fleming, Inc. dated July 2014; and

C. In furtherance of this plan, Grantee has requested and Grantor has agreed to provide easements over the Property in order to install the sanitary sewer line.

D. It is the intention of Grantor, for themselves, their heirs, successors and assigns, to impose certain terms, covenants, easements, benefits, burdens, and servitudes on the Property, for the benefit of Radnor Township, Grantor, and the general public, and their respective heirs, successors and assigns.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereby agree as follows:

1. Grantor shall execute a Temporary Construction Easement and Permanent Sanitary Sewer Easement in a form to be approved by both parties.

2. Grantee shall commence the sewer line work on the Property no later than four (4) months after the date of this Agreement and shall diligently prosecute such work, with no delay or interruption (other than due to adverse weather conditions) until completion.

3. Prior to commencement of any construction or installation on the Property, the Grantee will mark out any existing underground utility lines, including, but not limited to, power, cable, and telephone. Grantee's contractor shall coordinate all utilities on the Property with Grantor. Grantor shall be given at least five (5) days' notice prior to commencement of any construction or installation on the Property. Grantee shall take good faith efforts to ensure that any interruption of the utility services shall be kept to a minimum (i.e., no longer than five (5) hours). Further, Grantee shall be liable for, and shall promptly restore, any damage done to these utilities. All work performed by Grantee on the Property shall take place during daylight hours, unless otherwise agreed by Grantor.

4. Within thirty (30) days after the installation of the sewer line on the Property, or such other reasonable time necessary due to adverse weather conditions, Grantee shall, at Grantee's sole cost and expense, complete the following work, which shall be subject to Grantor's reasonable approval. Prior to commencing this work Grantee shall meet onsite with Grantor to mark all trees to be removed.

- a. Seed and mulch the eastern yard of Grantor's property.
- b. Seed and mulch easement area where necessary.
- c. Replace pavement in the road along property frontage.
- d. Restore the Property to a condition that is no worse than the condition that existed immediately prior to commencement of construction of the sewer line. Any existing drainage lines will be reattached and or replaced if damaged.
- e. Within thirty (30) days after commencement of construction, Grantee will compensate Grantor for loss plantings and other temporary and permanent damages in the amount of Forty-Four Thousand Dollars (\$44,000.00).

5. Grantee shall indemnify and hold harmless Grantor (including Grantor's heirs, successors and assigns) from any claims or damages, (including attorneys' fees) which arise out of, or are in any way related to, the acts or omissions of Grantee, its agents, employees, representatives, licensees or contractors, in connection with the exercise of its rights or the performance of its obligations pursuant to this Agreement. The obligation of Grantee contained in this paragraph shall survive the completion of the work contemplated herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereby set their respective hands and seals the day and year first above written.

GRANTOR:

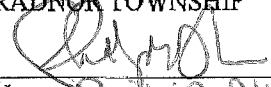
Date: 4/8/16


Name: Gary DeSanto

GRANTEE:

Date: 4/27/16

RADNOR TOWNSHIP


Name: Philip Ahr
Title: President

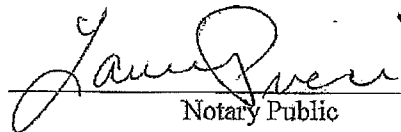
PERMANENT SANITARY SEWER EASEMENT
961 Wootton Road, Radnor Township, Delaware County

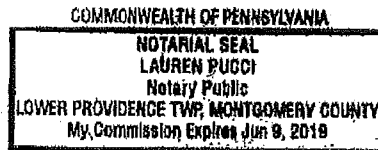
(Acknowledgments)

COMMONWEALTH OF PENNSYLVANIA :
: *ss.*
COUNTY OF DELAWARE :

On this 8 day of June, 2016, before me a Notary Public, personally appeared **GARY DeSANTO**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

 (SEAL)
Notary Public



PERMANENT SANITARY SEWER EASEMENT
961 Wootton Road, Radnor Township, Delaware County

(Acknowledgments)

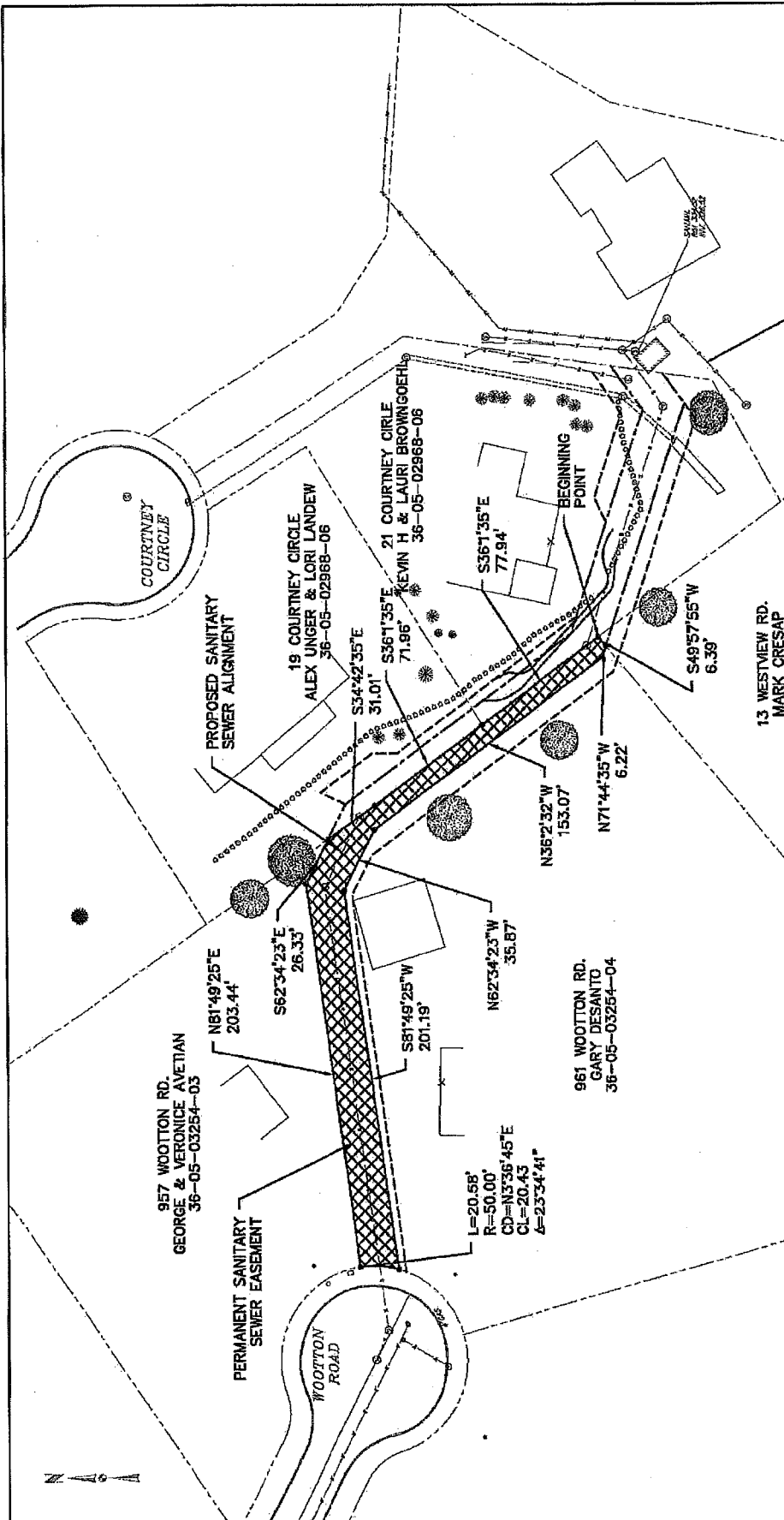
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Delaware :

ON THIS 28th day of June, 2016, before me a Notary Public, personally appeared Philip Ahr of Radnor Township, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she subscribed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Amy L. Lacey, Notary Public
Radnor Twp., Delaware County
My Commission Expires Dec. 4, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Amy Lacey (SEAL)
Notary Public



NO.	DATE	REVISIONS	INT.

NOTE: This plan reflects the accuracies of inaccuracies of the deeds of record and is to be used for settlement purposes only.

13 WESTVIEW RD.
MARK CRESAP
22-05-01097-00

PERMANENT SANITARY SEWER EASEMENT PLAT
961 WOOTTON ROAD

RADNOR TOWNSHIP

Gannett Fleming

VALLEY Forge, PENNSYLVANIA

JOB:	58756.010	DRAWN BY:	MWV	CHECKED BY:	RAP
DATE:	5/2016	SCALE:	1"=50'	ISSUER NO.:	ESRT_02

957 WOOTTON RD.
GEORGE & VERONICE AVETIAN
36-05-03254-03

PERMANENT SANITARY SEWER EASEMENT

WOOTTON ROAD

PROPOSED SANITARY SEWER ALIGNMENT

19 COURTNEY CIRCLE
ALEX UNGER & LORI LANDEW
36-05-02968-06

21 COURTNEY CIRCLE
KEVIN H & LAURI BROWNGOEHL
36-05-02968-06

961 WOOTTON RD.
GARY DESANTO
36-05-03254-04

L=20.58'
R=50.00'
CD=N3°36'45"E
CL=20.43
Δ=23°34'41"

N81°49'25"E
203.44'

S62°34'23"E
26.33'

S34°42'35"E
31.01'

S36°1'35"E
77.94'

N36°2'32"W
153.07'

N71°44'35"W
6.22'

S49°57'55"W
6.39'

BEGINNING POINT