

City of Philadelphia



(Bill No. 050512)

AN ORDINANCE

Authorizing the Water Commissioner on behalf of the City to enter into an agreement with the owners of the properties and their successors at 1500 South Front Street for the grant of an “L” shaped right-of-way to the City through the property from Front Street to Dickinson Street for drainage, sewer and water main purposes, under certain terms and conditions.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

Section 1. The Water Commissioner, on behalf of the City, is hereby authorized to enter into agreement, substantially in the form set forth in Exhibit A, with the owners of the properties and their successors at 1500 South Front Street for the grant of an “L” shaped right-of-way to the City through the property from Front Street to Dickinson Street for drainage, sewer and water main purposes, under certain terms and conditions.

Section 2. The City Solicitor shall include in said agreement such terms and conditions as he may deem necessary to protect the interest of the City.

Section 3. The Chief Clerk shall keep on file Exhibit A and shall make it available for inspection by the public during regular office hours.

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Exhibit A

“RIGHT OF WAY AND EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 200____, by and between, _____, the record owner of a certain Property at Dickinson / South Front Street in the 2nd Ward, Philadelphia, Pennsylvania, hereinafter called “Grantor”, and THE CITY OF PHILADELPHIA, hereinafter called “City”;

WITNESSETH:

WHEREAS, South Village Court Housing Development, comprised of seventeen units, shall be built on the southwest corner of Front Street and Dickinson Street; and

WHEREAS, the sewer and water main for the development are to be constructed to City standards in a proposed “L” shaped right-of-way, north of Dickinson Street, through the properties from Front Street westward and then southward to Dickinson Street. Said sewer and water main shall be dedicated to the City in accordance with Chapter 13-300 and Chapter 13-400 of the Philadelphia Code; and

WHEREAS, in order to accept and maintain the said sewer and water main from the developer, the property owners having frontage on the said proposed right-of-way must grant unto the City a certain “L” shaped right-of-way for drainage and sewer purposes, under certain terms and conditions; and

WHEREAS, the parties desire to enter into an agreement for the for the grant of said right-of-way; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor the owners of the property at _____ Dickinson Street / South Front Street, Philadelphia, Pennsylvania 19147 (herein after referred to as the “Affected Property”) hereby give, grant, convey unto the City its successors and assigns,

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all their rights, title and interest which they presently have or will acquire in the full, free and uninterrupted use, liberty and privilege of a drainage, sewer and water main right-of-way and easement over, under, along and in the Easement described in Section 2 of this Agreement as lies within the land owned by the Grantor.

2. Grantor has granted unto the City, its successors and assigns, the full, free and uninterrupted use, liberty and privilege of a right-of-way and easement for drainage and sewer purposes (hereinafter referred to as the "Easement") over, under, along and in the following premises as lies within the land owned by the Grantor, such portion of the following described Affected Property, to wit :

All that certain lot or piece of ground situate in the 2nd ward of the City of Philadelphia, being an "L" shaped right-of-way for drainage, sewer and water main purposes through the property, north of Dickinson Street from Front Street westward and then southward to Dickinson Street and described as follows:

BEGINNING at a point at the Southwesterly Corner formed by Front Street and Dickinson Street, Southwardly, along the westerly line of Front Street, the distance of 40.00 feet to the true Point of Beginning; Thence 1) continuing Southwardly, along the westerly line of Front Street, a distance of 41.00 feet to a point; Thence 2) At a deflection angle northwesterly with the previous line of the westerly line of Front Street, 89°53'00", the distance of 181.416 feet to a point; Thence 3) At a deflection angle northeasterly with the previous line 90°07'00", the distance of 5.00 feet to a point; Thence 4) At a deflection angle northwesterly with the previous line 269°53'00", the distance of 15.00 feet to a point; Thence 5) At a deflection angle northeasterly with the previous line 90°07'00", the distance of 76.00 feet to a point on the southerly side of Dickinson Street; Thence 6) at a deflection angle southeasterly with the previous line 89°53'00", along the southerly line of Dickinson Street, the distance of 20.00' to a point; Thence 7) At a deflection angle southwesterly with the previous line 90°07'00", leaving the southerly line of Dickinson Street, the distance of 40.00 feet to a point; Thence 8) At a deflection angle southeasterly with the previous line 90°07'00", the distance of 176.42' to a point and said point of Beginning.

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The right-of-way and easement for drainage, sewer and water main purposes, described herein, is according to a plan for a “PROPOSED RIGHT-OF-WAY PLAN FOR DRAINAGE, SEWER AND WATER MAIN PURPOSES AT FRONT STREET AND DICKINSON STREET (SOUTH VILLAGE COURT)”, prepared by the City of, Philadelphia Water Department’s Survey Unit, 3585 Fox Street, Philadelphia, PA 19129, Plan Number Y-524ROW, dated May 12, 2005.

3. Grantor hereby grants the City, its officers, agents, employees and contractors the right of access, ingress, egress to and from the Premises along with the necessary equipment and materials, for the construction, reconstruction, maintenance, alteration, repair and inspection of any and all present and future drainage and sewer structures now situated in the said Easement or which the City may hereafter at any time desire to locate therein.

4. It is expressly understood and agreed that the rights and privileges herein granted to the City shall not terminate, cease or diminish unless and until the City may surrender the same in writing, duly executed by its proper officers. Grantor hereby grants the City the right to place said Easement on the City Plan. Grantor covenants and agrees to release the City, all its officers, employees, agents, departments and commissions, from all damages or claims for damages which can, may or might arise by reason of such City Plan changes.

5. Grantor covenants and agrees that no change in grades or other alterations within the lines of the Easement shall be made and that no buildings and/or other structures either overhead, underground or upon the surface, shall be constructed within the lines of the Easement or abutting thereon unless the plans for such changes of grades, alterations or structures shall be first be submitted to and approved by the Water Department.

6. Grantor warrants that Grantor is the owner in fee of the Easement free and clear of liens, encumbrances, restrictions and other matters of record, has the power and is duly authorized to execute this Right of Way and Easement Agreement, and the City may peacefully and quietly exercise the rights granted hereunder free and clear of rights or consent of third parties.

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7. Grantor agrees that this Agreement may be filed of record in the office of the Department of Records of the City of Philadelphia, the same to be public notice of waiver and release of any and all damages which may be sustained by reason of future City Plan changes and the grant of the right-of-way and easement described herein.

8. All notices given under this Easement shall be in writing and shall be deemed to have been duly given if sent by United States certified registered mail, postage prepaid, enclosed in an envelope addressed to the party to be notified, at the following addresses:

If to Grantor at: _____ Dickinson Street / South Front Street
Philadelphia, PA 19147

If to Grantee at: City of Philadelphia
Water Department
Projects Control Unit
ARA Tower, Second Floor
1101 Market Street
Philadelphia, PA 19107

or to such other address as either party may give by notice to the other party.

9. The terms and conditions hereof shall be binding upon and shall endure to the benefit of the parties hereto, their successors and assign and be covenants running with the land affected by the Easement.

10. This is not a conveyance of the real estate included within the Easement nor of any interest in the oil, gas and other minerals in, on or under the real estate covered hereby, but is a grant solely of rights-of-way and easement as described above.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused these presents to be duly executed the day and year first above written.

APPROVED AS TO FORM

CITY OF PHILADELPHIA
WATER DEPARTMENT

City of Philadelphia

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By: _____

BERNARD BRUNWASSER
WATER COMMISSIONER

GRANTOR

By: _____”

WITNESS

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CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on June 16, 2005. The Bill was Signed by the Mayor on July 8, 2005.



Patricia Rafferty
Chief Clerk of the City Council