

Legislation Text

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To authorize the Water Commissioner on behalf of the City to enter into agreements with the owners of the properties and their successors of a "L" shaped private street known as "Paleski Road" that begins southeasterly of Schuylkill Nature Center's Property, approximately 489 feet southeasterly of Hagy's Mill road, thence in a southeasterly direction for approximately 137 feet and continuing in a southwesterly direction for approximately 635 feet for the grant of a right-of-way to the City for water main purposes.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Water Commissioner is hereby authorized to enter into agreement with the owners and their successors of a private street known as "Paleski Road" that begins southeasterly of Schuylkill Nature Center's Property, approximately 489 feet southeasterly of Hagy's Mill road, thence in a southeasterly direction for approximately 137 feet and continuing in a southwesterly direction for approximately 635 feet for the grant of a right-of-way to the City for water main purposes.

SECTION 2. The agreement shall be prepared by the City Solicitor in a form substantially as follows:

"AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 200____, by and between, _____, the record owners of a certain Property on ___ **HAGY'S MILL ROAD** in the 21st Ward, Philadelphia, Pennsylvania, hereinafter called "Owner", and THE CITY OF PHILADELPHIA, hereinafter called "City";

WITNESSETH:

WHEREAS, homeowners in the area of Manatawna Farms and Schuylkill Nature Center are serviced by existing individual drinking water well; and

WHEREAS, the water table has dropped and well water quality is difficult to maintain, the property owners have petitioned the City to provide public water services in accordance with The Philadelphia Code; and

WHEREAS, in order to construct and maintain the said proposed public utility, the property

owners must grant unto the City a certain right-of-way for water main purposes, 29 feet-4 inches wide in a private street known as "Paleski Road" that begins southeasterly of Schuylkill Nature Center Property, approximately 489 feet southeasterly of Hagy's Mill road, thence in a southeasterly direction for approximately 137 feet and continuing in a southwesterly direction for approximately 635 feet, under certain terms and conditions; and

WHEREAS, the parties desire to enter into an agreement 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, Owner, of the property at ____ Hagy's Mill road, Philadelphia, Pennsylvania 19128 (hereinafter referred to as the "Affected Property") has granted, bargained and sold and by these presents does grant, bargain and sell unto the City, its successors and assigns, the full, free and uninterrupted use, liberty and privilege of right-of-way for water main purposes over, under, along and in such portion of the following described property as lies within land owned by the Owner, such portion of the following described Affected Property being, to wit:

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN THE 21ST WARD OF THE CITY OF PHILADELPHIA, DESCRIBED AS FOLLOWS:

BEGINNING at a point, said point being measured the following four (4) courses and distances from the intersection of the Philadelphia-Montgomery County Line and the centerline of Hagy's Mill road (33' wide); south seventy-two degrees thirty-seven minutes one second east 561.458 feet to a point in the centerline of Hagy's Mill road; thence south thirty-nine degrees twenty-eight minutes one second east 76.218 feet to a point; thence north fifty degrees thirty-one minutes fifty-nine seconds east 5.583 feet to a point; thence south thirty-nine degrees thirty-seven minutes forty-three seconds east 489.125 feet to the point of beginning; thence from the point of beginning, south thirty-nine degrees thirty-seven minutes forty-three seconds east 150.427 feet to a point; thence south thirty-two degrees twenty-five

minutes seventeen seconds west 220.790 feet to a point; thence south forty-six degrees zero minutes seventeen seconds west 248.258 feet to a point; thence north forty-three degrees fifty-nine minutes forty-seven seconds west 24.75 feet to a point; thence north forty-six degrees zero minutes seventeen seconds east 245.311 feet to a point; thence north thirty-two degrees twenty-five minutes seventeen seconds east 199.842 feet to a point; thence north thirty-nine degrees thirty-seven minutes forty-three seconds west 132.074 feet to a point; thence north forty-nine degrees thirty-two minutes fifty-eight seconds east 24.753 feet to the point of beginning.

BEING a right-of-way for water main purposes.

2. Owner for itself, its successors and assigns, hereby grants the right of access, ingress, egress and occupancy of the said Affected Property to and for the City, the Philadelphia Water Department, its officers, agents, employees and contractors, with the necessary equipment and materials, for the construction, reconstruction, maintenance, alteration, repair and inspection of any and all present and future water mains now situated in the said right-of-way or which the said City may hereafter at any time desire to locate therein.
3. 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 shall surrender the same by writing, duly executed by its proper officers. Owner hereby grants the City the right to place said right-of-way on the City Plan. Owner for itself, its successors and assigns, 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.
4. Owner does for itself, its successors and assigns, covenant and agree that no change in grades or other alternations within the lines of the right-of-way shall be made and that no building and/or other structures either overhead, underground or upon the surface, shall be constructed within the lines of the right-of-way or abutting thereon unless the plans for such changes of grades, other alterations or structures shall first be submitted to and approved by the Water Department.

5. Owner 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 described herein.

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

CITY OF PHILADELPHIA
WATER DEPARTMENT

APPROVED AS TO FORM

RICHARD E. ROY
WATER COMMISSIONER

OWNER

ATTEST

WITNESS

“

SECTION 3. The City Solicitor shall include in said Agreement such terms and conditions, as he may deem necessary or proper to protect the interest of the City.