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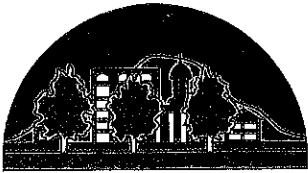
State College Area School District
Office of Physical Plant
Ed Poprik, Director

To: Board of School Directors
From: Ed Poprik
RE: **Easement for 721 N. Atherton St. (College Heights)**
Date: October 28, 2013

Recommend the Board of School Directors approve the attached easements for a traffic signal pole, directional signage, overhead luminaries, and sidewalk improvements at 721 N. Atherton St.

Background: State College Borough is interested in making improvements, at their cost, to the intersection of North Atherton St. and Hillcrest Ave. In order to complete this work, a temporary construction easement and 2 permanent utility easements would be required. These are standard protocol for this type of work.

Attachments Letter Dated October 2, 2013
Legal Description of Easements
Easement



RECEIVED
OCT - 7 2013
BY: YMC

BOROUGH OF STATE COLLEGE

243 South Allen Street, State College, PA 16801- 4806

October 2, 2013

State College Area School District
131 West Nittany Avenue
State College, PA 16801

Ed / Mike

RE: Traffic Signal Improvements
At Atherton/Hillcrest

Dear Property Owners:


The Borough is planning to make improvements to the traffic signal at the intersection of Atherton Street and Hillcrest Avenue. The improvements include new traffic signal poles, new directional signage, overhead luminaires and improvements to the sidewalks including required ADA improvements.

You are receiving this letter because your property, **721 North Atherton Street**, abuts the intersection and the proposed improvements result in a minor encroachment of your property. As you can see on the attached map, a temporary easement is needed for construction and two (2) smaller permanent easements are needed in order to comply with the required ADA handicap accessible ramp and sidewalk design and to provide recommended overhead lane use signs.

The temporary easement allows the contractor to use the area for construction and will restore the area when construction is complete. The easement is null and void after construction. The permanent easements remain as long as the improvement exists.

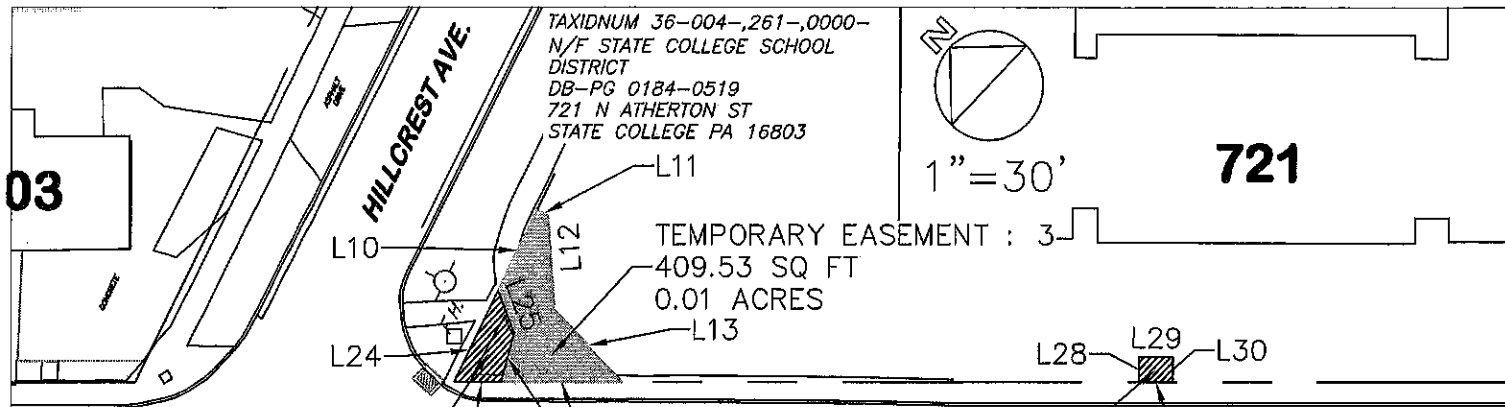
Because our schedule includes bidding the project this fall, it is important to secure the easements as quickly as possible. If you concur with the needed improvements and are willing to issue the easement, please sign the enclosed agreement, having your signature(s) notarized. Please note that we have a notary on staff who can assist with this requirement. Do not complete the date on the first line of the agreement. This must be done by the last to sign. When the signed agreement is returned to our office, we will complete the agreement and the fully executed agreement will be recorded in the County's Recorder of Deeds Office. Once it is returned to us, we will provide you with a fully executed, recorded copy.

I will be more than happy to discuss the project and or any questions you may have. Please feel free to contact me at 814-278-4717 or akerner@statecollegepa.us. I am also willing to meet with you, if you wish. To keep our schedule, please return the signed agreement to our office no later than October 18, 2013.

Sincerely,

Amy J. Kerner, P.E.,
Borough Engineer

Enclosure

cc: Project #11-2013/Correspondence/Easements



Parcel Line Table

Line #	Length	Direction
L10	18.62	N72° 23' 20"E
L11	2.54	S17° 15' 10"E
L12	19.44	S42° 18' 05"W
L13	20.81	S3° 14' 42"W
L22	25.45	N43° 34' 22"W
L25	9.45	S25° 00' 49"W
L26	10.53	S62° 02' 27"W

Parcel Line Table

Line #	Length	Direction
L23	9.84	N43° 34' 22"W
L24	21.07	N72° 23' 20"E
L25	9.45	S25° 00' 49"W
L26	10.53	S62° 02' 27"W

Parcel Line Table

Line #	Length	Direction
L28	5.25	N46° 45' 33"E
L29	7.00	S43° 14' 27"E
L30	5.21	S46° 45' 33"W
L31	7.00	N43° 34' 22"W

LEGAL DESCRIPTION OF: TEMPORARY EASEMENT : 3

COMMENCING from the easterly corner of North Atherton Street, a sixty foot right of way, and Hillcrest Avenue, a sixty foot right of way;

Thence, N 72° 23' 20" E for a distance of 21.07 feet to the POINT of BEGINNING;

Thence, N 72° 23' 20" E for a distance of 18.62 feet to a point.

Thence, S 17° 15' 10" E for a distance of 2.54 feet to a point.

Thence, S 42° 18' 05" W for a distance of 19.44 feet to a point.

Thence, S 03° 14' 42" W for a distance of 20.81 feet to a point.

Thence N 43° 34' 22" W a distance of 25.45 feet to a point

Thence, N 62° 02' 27" E for a distance of 10.53 feet to a point.

Thence, N 25° 00' 49" E for a distance of 9.45 feet to the POINT OF BEGINNING;

Containing 409.53 square feet

LEGAL DESCRIPTION OF: UTILITY EASEMENT : 5

BEGINNING at the easterly corner of North Atherton Street, a sixty foot right of way, and Hillcrest Avenue, a sixty foot right of way;

Thence, N 72° 23' 20" E for a distance of 21.07 feet to a point.

Thence, S 25° 00' 49" W for a distance of 9.45 feet to a point.

Thence, S 62° 02' 27" W for a distance of 10.53 feet to a point.

thence N 43° 34' 22" W a distance of 9.84 feet to the POINT OF BEGINNING;

Containing 123.14 square feet

LEGAL DESCRIPTION OF: UTILITY EASEMENT : 6

COMMENCING from the easterly corner of North Atherton Street, a sixty foot right of way, and Hillcrest Avenue, a sixty foot right of way;

Thence, S 43° 34' 22" E for a distance of 144.25 feet to the POINT OF BEGINNING;

Thence, N 46° 45' 33" E for a distance of 5.25 feet to a point.

Thence, S 43° 14' 27" E for a distance of 7.00 feet to a point.

thence S 46° 45' 33" W a distance of 5.21 feet to

Thence, N 43° 34' 22" W for a distance of 7.00 feet to the POINT OF BEGINNING;

Containing 36.64 square feet

E A S E M E N T

THIS EASEMENT, granted this _____ day of _____, 20____
by and between:

STATE COLLEGE AREA SCHOOL DISTRICT, of 131 West Nittany Avenue, State College, Centre County, Pennsylvania, party of the first part, hereinafter referred to as "**Grantor**"

-A N D-

BOROUGH OF STATE COLLEGE, a Home Rule Municipality having offices at 243 South Allen Street, State College, Centre County, Pennsylvania, party of the second part, hereinafter referred to as "**Grantee.**"

RECITALS:

Grantor is the owner of real estate situate in the Borough of State College, Centre County, Pennsylvania, as more fully described in Centre County Deed Book 184, at page 519, said parcel being identified as Tax Parcel No. 36-04-261, title having been taken in the name of **STATE COLLEGE AREA SCHOOL DISTRICT**. The Borough intends to construct and maintain a decorative streetlight, concrete foundation and related appurtenances through the right-of-way area hereinafter described. Grantor has agreed and does hereby grant to Grantee a permanent easement for the maintenance, repair, construction, reinstallation of the decorative streetlight, concrete foundation and related appurtenances as well as providing necessary access easements for the purpose of facilitating and utilizing the rights granted herein.

NOW, THEREFORE, intending to be legally bound hereby, the said Grantor does hereby grant to Grantee a temporary easement which expires at the completion of the project and a two (2) permanent easements as depicted on Exhibit "A" attached hereto and made a part hereof.

1. Said easement to be permanent and for the purpose of installing, maintaining, repairing or replacing the decorative streetlight, concrete foundation and related appurtenances desired by Grantee in the easement as depicted and described on Exhibit "A" attached hereto and incorporated herein by reference.

2. Together with the right to enter upon such easement for the purpose of inspection and other purposes set forth herein including, but not limited to, the installation, repair, reinstallation, maintenance and inspection of the decorative streetlight, concrete foundation and related appurtenances as hereinabove described.

3. In the event of excavation by said Grantee, or its assignees, for the purposes aforesaid, the surface of the land will be restored at Grantee's, or Grantee's assignees, expense to as nearly the same good order and condition as the same was prior to the commencement of work.

4. Whenever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine or neuter gender, all singular words shall include the plural and all plural words shall include the singular.

5. Grantee shall indemnify and hold harmless Grantor with respect to any claims, damages, or losses arising out of or caused by the activity of the Grantee.

EXECUTED as of the day and year first written above.

WITNESS:

GRANTOR:

STATE COLLEGE AREA SCHOOL DISTRICT

By: _____
School Board Chair

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the _____ day of _____, 20__, before me, a Notary Public, personally appeared _____, who acknowledged themselves to be the School Board Chair, and that he/she as such officer, being authorized to do so, executed the foregoing Right-of-Way Agreement for the purposes therein contained by signing the name of said Company by himself/herself as such officer.

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

ATTEST:

GRANTEE:
BOROUGH OF STATE COLLEGE

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the _____ day of _____, 20____, before me the undersigned authority, personally appeared **Thomas J. Fontaine**, who acknowledged himself to be the **Borough Manager** of the Borough of State College, the foregoing municipality, and that he being authorized to do so executed the foregoing instrument for the purposes therein contained

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