

**APPENDIX C6 – SIGNATURE AUTHORITY GUIDE (RIGHT-OF-WAY MANUAL, APPENDIX F)**

The following page is the Signature Authority Guide. It has been included on its own sheet for ease of printing.

# Signature Authority Guide

Right-of-Way Acquisition Forms

Form and Legality Review

Office of Chief Counsel, PennDOT  
April 2007

**APPENDIX F SIGNATURE AUTHORITY GUIDE**

**PRELIMINARY NOTICE ..... I**

**CHAPTER 1.....F-1**

1.01 MARRIED INDIVIDUALS..... F-1

1.02 DIVORCED INDIVIDUALS ..... F-1

1.03 MULTIPLE INDIVIDUAL OWNERS..... F-1

1.04 NAME CHANGES ..... F-2

1.05 MINORS AND INCAPACITATED PERSONS ..... F-2

1.06 CLAIMANTS WHO CANNOT WRITE..... F-2

**CHAPTER 2.....F-3**

2.01 CORPORATIONS ..... F-3

2.02 PARTNERSHIPS..... F-3

2.03 LIMITED LIABILITY COMPANIES (LLCS)..... F-5

2.04 FICTITIOUS NAMES/SOLE PROPRIETORSHIP ..... F-6

**CHAPTER 3.....F-7**

3.01 COUNTIES ..... F-7

3.02 CITIES ..... F-7

3.03 BOROUGHES..... F-8

3.04 TOWNSHIPS ..... F-8

3.05 MUNICIPAL AUTHORITIES ..... F-8

**CHAPTER 4.....F-9**

**CHAPTER 5.....F-11**

**CHAPTER 6.....F-13**

6.01 WHERE THE DECEDENT HAD A WILL..... F-13

6.02 WHERE THE DECEDENT DIED INTTESTATE (WITHOUT A WILL) ..... F-14

**CHAPTER 7.....F-15**

**CHAPTER 8.....F-17**

**CHAPTER 9.....F-19**

**CHAPTER 10.....F-21**

10.01 UNINCORPORATED ASSOCIATION ..... F-21

10.02 UNSTRUCTURED GROUPS..... F-21

10.03 JOINT VENTURES ..... F-21

## PRELIMINARY NOTICE

The *Signature Authority Guide, Right-of-Way Acquisition Forms, Form and Legality Review* is intended to provide general guidance and is sufficient to address the majority of questions pertaining to documents requiring approval as to form and legality by the Office of Chief Counsel. However, there will always be instances where factual peculiarities will take a case outside of the provisions of the *Signature Authority Guide*. In those instances, you are strongly urged to contact the Office of Chief Counsel, Real Property Division, Right-of-Way Section, before completing the transaction.

Moreover, it is important to remember that **any time** you rely on documentation from the grantor to determine the proper grantor and signatory, e.g., corporate resolution, death certificate, corporate by-laws, etc., you must provide a copy of that documentation to Central Office along with the acquisition documents.

Also, transactions involving purchasers under installment sales contracts as well as life estates, while not as commonplace as the transactions covered in-depth here, warrant special attention. For these types of transactions, **ALL** interested parties must be listed in the deed as grantors. Who is required to sign will depend on the status of the grantor(s).

# CHAPTER 1

## INDIVIDUALS

### 1.01 MARRIED INDIVIDUALS

A tenancy by the entirety exists when property, either real or personal, is held jointly by a husband and wife.<sup>1</sup> Neither spouse, acting independently, may sever the estate by conveying part of the property away.<sup>2</sup> Therefore, if the subject property is held jointly by husband and wife, both of them must sign PennDOT documents.

A tenancy by the entirety includes the right of survivorship. Upon the death of one spouse the survivor becomes the sole owner of the entirety property.<sup>3</sup> You must provide proof of death of the deceased spouse.

**EXAMPLE:** John Doggett and Barbara Doggett jointly own real property. John Doggett dies. Barbara Doggett becomes the sole owner of the real property.

**CORRECT:** Made on January 1, 2007, by Barbara Doggett, widow.

**INCORRECT:** Made on January 1, 2007, by John Doggett, deceased, and Barbara Doggett, widow.

**EXAMPLE:** John Doggett and Barbara Doggett owned real property as tenants in common with Monica Reyes. John and Barbara held a 50% interest and Monica held a 50% interest. John died. Barbara became the sole owner of the 50% interests that she held as tenancies by the entireties with John. Barbara and Monica now each hold a 50% interest in the real property as tenants in common.

**If the record owner is married but his or her spouse is not a record owner, the spouse is not required to sign PennDOT documents.** It is also not necessary to name the spouse in the acquisition documents.

### 1.02 DIVORCED INDIVIDUALS

If the record owners have divorced since acquiring the property and have not entered into a property settlement agreement, they are now tenants in common.<sup>4</sup> Both ex-spouses must sign PennDOT documents.

If the divorced record owners entered into a property settlement agreement in which one person conveyed all of his or her interest in the property to the other, the person to whom the interest was conveyed may execute PennDOT documents alone, even if there is no new deed reflecting the transfer.

The being clause should be written as follows: "Being a portion of the property conveyed or devised to the SELLER by a Property Settlement Agreement dated \_\_\_\_\_, recorded in n/a."

### 1.03 MULTIPLE INDIVIDUAL OWNERS

Unmarried individuals may own property as tenants in common or as joint tenants with the right of survivorship. All record owners must execute PennDOT documents.

If a tenant in common dies, his or her interest in the property passes to that person's devisees (if there was a will) or heirs (if there was no will). If two or more persons own the property as tenants in common and one of them dies, the deceased's interest in the property does not automatically vest in the remaining owners. The deceased's share is devised by his or her will or passes to his or her heirs according to the intestacy statute.

If a joint tenant with the right of survivorship dies, all of his or her interest in the property automatically vests in the person who holds the right of survivorship.

--See Chapter 6 for specific rules in dealing with decedents' estates.

#### 1.04 NAME CHANGES

If the record owner's name was legally changed from what is shown on the base deed, that person is not required to sign his or her former name.

EXAMPLE: Mary Jones is named on a deed as the owner of the subject property. After acquiring the property, Mary married and changed her name to Mary Smith. Mary can sign her name as "Mary Smith" and the signature line should be prepared as follows:

\_\_\_\_\_  
Mary Smith, f/k/a Mary Jones

It is appropriate to add a sentence after the "being all or a portion sentence" stating that Mary Jones was married on \_\_\_\_\_ and changed her name to Mary Smith.

#### 1.05 MINORS AND INCAPACITATED PERSONS

If the real estate being acquired has a net value of \$25,000 or less, the minor or incapacitated person, a parent, or other person maintaining the minor or incapacitated person may execute the settlement documents after getting the approval of the court.<sup>5</sup>

If the real estate being acquired has a net value greater than \$25,000, the court must appoint a legal guardian to act on behalf of the minor or incapacitated person. That legal guardian can only sell real property owned by the minor or incapacitated person after getting the approval of the court.<sup>6</sup>

#### 1.06 CLAIMANTS WHO CANNOT WRITE

The purpose of a signature is to verify that the document is authentic. If a claimant cannot write his or her name, the claimant may mark "X," provided the claimant intends it as his or her signature and it is acknowledged by at least two witnesses.<sup>7</sup>

## CHAPTER 2

### BUSINESS ENTITIES

There are several types of business entities recognized by the laws of the Commonwealth of Pennsylvania. They include corporations (for business and nonprofit); partnerships (general, limited, limited liability); limited liability companies; business trusts; and, sole proprietorships.<sup>8</sup>

Each type of business entity is obliged to adhere to signature authority requirements and will be addressed separately below.

If the business entity was formed in another state, it may be necessary to look at that state's laws to determine proper signature authority.

#### 2.01 CORPORATIONS

The Commonwealth of Pennsylvania (Pennsylvania) recognizes Pennsylvania corporations organized for profit (business corporations) and nonprofit corporations. Both business and nonprofit corporations can organize as a cooperative corporation or elect to be an S Corporation. Because the statutory signature requirements for contracts are the same for business corporations<sup>9</sup> and nonprofit corporations<sup>10</sup>, they will be addressed together. While this was not always the case, it is no longer necessary to have a corporate seal affixed to any document.<sup>11</sup>

There are three different situations in which a corporation can be bound by one or more of its members.

1. Apparent authority of senior corporate officers—the signature of one senior corporate officer is sufficient to bind the corporation in its dealings with PennDOT. A “senior corporate officer” is defined as one of the following: chairman; president; vice-president (any type—e.g., senior vice-president, executive vice-president, assistant vice-president, etc.); chief executive officer; and, chief operating officer.
2. Traditional Rule of Two—contracts are properly executed for and on behalf of a corporation if signed by two duly authorized officers. One of the officers signing the document must be either the president or the vice president. The other officer signing the document must be one of the following: the treasurer, the assistant treasurer, the secretary or the assistant secretary. While the signature of only the president or vice president would be sufficient, having the secretary/assistant secretary or treasurer/assistant treasurer sign the documents as well does not void the agreement.
3. Actual Authority—if the corporation provides sufficient evidence (such as: a resolution by the Board of Directors; corporate by-laws; a letter from the president or vice-president on corporate letterhead; or, a letter from corporate counsel) that signature authority has been delegated to another officer or person, that officer or other person may sign instead of the ones listed above.

**A. Closely-Held Corporations.** In small or closely-held corporations it is not uncommon for one individual to hold two or more corporate offices. The individual signing may indicate that he or she holds all the offices. In this situation, the individual can execute a document in more than one capacity and his or her signature is treated as that of both offices held.<sup>12</sup>

#### 2.02 PARTNERSHIPS

Partnerships in Pennsylvania are either general or limited. In addition, general and limited partnerships can register with the Department of State as a Pennsylvania limited partnership. Each type of partnership is addressed separately below.

**A. General Partnerships.** A partnership is defined as “an association of two or more persons to carry on as co-owners a business for profit.”<sup>13</sup> The existence of a partnership depends upon the intentions of the parties as to being partners and no formal or written agreement need be executed in order for a valid partnership to exist.<sup>14</sup> Unlike limited partnerships, there is no legal requirement that a general partnership register with the Department of State. In determining whether a partnership exists, the receipt of a person of a share of the profits of a business is *prima facie* evidence that he is a partner in the business.<sup>15</sup>

If title to the property is in the partnership name, any partner may convey title to the property.<sup>16</sup>

A partner can be a person:

ENTITIES

Seller:

Millennium Group  
(Name of Entity)

BY: \_\_\_\_\_  
Frank Black, Partner

Or a business entity:

ENTITIES

Seller:

Millennium Group  
(Name of Entity)

BY: \_\_\_\_\_  
Frank Black, President  
2000 Corporation, General Partner

BY: \_\_\_\_\_  
Stan Black, Secretary  
2000 Corporation, General Partner

ENTITIES

Seller:

Millennium Group  
(Name of Entity)

BY: \_\_\_\_\_  
Frank Black, Member  
2000 Group, LLC, General Partner

**B. Limited Partnerships.** In order to form a Pennsylvania limited partnership, a Certificate of Limited Partnership must be executed and filed with the Pennsylvania Department of State.<sup>17</sup> The Certificate must set forth the names of the general partners.<sup>18</sup>

General partners in a limited partnership have the same powers as a partner in a general partnership.<sup>19</sup> Limited partners are granted no such power. Therefore, only general partners may convey property owned by the partnership.

A general partner can be a person:

ENTITIES

Seller:

Millennium Group  
(Name of Entity)

BY: \_\_\_\_\_  
Frank Black, General Partner

Or a business entity:

ENTITIES

Seller:

Millennium Group  
(Name of Entity)

BY: \_\_\_\_\_  
Frank Black, President  
2000 Corporation, General Partner

BY: \_\_\_\_\_  
Stan Black, Secretary  
2000 Corporation, General Partner

ENTITIES

Seller:

Millennium Group  
(Name of Entity)

BY: \_\_\_\_\_  
Frank Black, Member  
2000 Group, LLC, General Partner

**C. Limited Liability Partnerships.** Pennsylvania Limited Liability Partnerships (LLP) are either general or limited partnerships registered with the Department of State as a LLP.<sup>20</sup> If the LLP is a general partnership, follow the signature authority rules for general partnerships. If the LLP is a limited partnership, follow the signature authority rules for limited partnerships.

**2.03 LIMITED LIABILITY COMPANIES (LLCS)**

A Limited Liability Company (LLC) combines features of a partnership and a corporation. The management and business affairs of a LLC is vested in members, unless the certificate of organization filed with the Department of State provides that management is vested in one or more managers.<sup>21</sup>

If the LLC is run by members, any member can convey property.<sup>22</sup>

ENTITIES

Seller:

The Donut Shack, LLC  
(Name of Entity)

BY: \_\_\_\_\_  
Amy Shack, Member

If the LLC is run by managers, any manager can convey property. Members cannot.<sup>23</sup>

ENTITIES

Seller:

The Donut Shack, LLC  
(Name of Entity)

BY: \_\_\_\_\_  
Linus Shack, Manager

**2.04 FICTITIOUS NAMES/SOLE PROPRIETORSHIP**

If a person or persons is operating a business under a fictitious name, but has not organized that business as a corporation, partnership or LLC, a Fictitious Name Registration must occur. The fictitious name is any chosen or assumed name, style or designation other than the proper name of the entity using the name. Registration must be made with the Department of State.

ENTITIES

Seller:

Beans Galore

(Name of Entity)

BY: \_\_\_\_\_

Beanie McGee, d/b/a Beans Galore

## CHAPTER 3 GOVERNMENT ENTITIES

Counties, cities, boroughs, townships and municipal authorities are examples of government entities or political subdivisions of the Commonwealth of Pennsylvania (Commonwealth) from which PennDOT may acquire real property. Each is separately addressed below.

**Important Note:** There are certain situations where special documentation will supercede the general rules that follow. One such instance is when the government entity passes an official resolution delegating authority to a specific person or persons to deal with the property in question or property transfers in general. Another instance would be where a delegation letter is provided by a solicitor or official for the government entity reflecting authorization to a specific person or persons to sign. In these cases, a copy of the document evidencing the delegation must be presented to the Office of Chief Counsel.

### 3.01 COUNTIES

The corporate power of each county is vested in the board of county commissioners.<sup>24</sup> The board of commissioners is authorized to make and acknowledge deeds of any real estate belonging to the county which they are authorized to sell.<sup>25</sup> The seal of the county must be affixed to the deed.<sup>26</sup> PennDOT acquisition documents must be signed by **all** of the county commissioners **OR** by the person granted the authority to sign by resolution of the board of commissioners.

#### ENTITIES

Seller:

The County of Berks  
(Name of Entity)

BY: \_\_\_\_\_  
John Byers, County Commissioner

BY: \_\_\_\_\_  
Melvin Frohike, County Commissioner

BY: \_\_\_\_\_  
Richard Langly, County Commissioner

### 3.02 CITIES

Signature authority questions for cities will be addressed on an as-needed basis for the reasons set forth below.

**A. First Class Cities.** Philadelphia is the only first-class city in the Commonwealth. It is governed by the Philadelphia City Charter. Pursuant to the Philadelphia City Charter, only the Commissioner of Public Property is authorized to transfer property held in the name of the City. Therefore, only that person's signature is required on PennDOT acquisition documents.

**B. Second Class Cities.** Pittsburgh is the only second class city in the Commonwealth. It is governed by the Pittsburgh City Charter. The Pittsburgh City Charter requires three signatures: the Mayor executing the document; the Mayor's executive secretary attesting to the Mayor's signature; and the City Solicitor as to form.

**C. Second Class A Cities.** The City of Scranton is the only Second Class A City. Pursuant to Scranton's Home Rule Charter, PennDOT acquisition documents must be signed by the Mayor, the City Clerk, the City Controller, and the City Solicitor, and be approved by City Council.

**D. Third Class Cities.** Signature authority for third class cities will vary, depending on whether the city is operating under the third class city code or one of the forms of government under the optional Third Class City Charter Law. If you are unable to obtain a resolution from the city council delegating signature authority to a responsible individual or individuals, please contact the Office of Chief Counsel for further assistance.

**3.03 BOROUGHES**

The governing body of a borough is the borough council.<sup>27</sup>

Whenever any action by the council results in a specific written contract or agreement, such contract or agreement must be signed by the president of the borough council.<sup>28</sup> Execution of the document(s) by the borough council president is sufficient without further documentation. The borough council may delegate this authority to the borough manager by ordinance.<sup>29</sup> You must present evidence of the delegation to the borough manager to Central Office along with the acquisition documents.

ENTITIES

Seller:

The Borough of West Reading  
(Name of Entity)

BY: \_\_\_\_\_  
Stephanie J. Murray, President  
Borough Council

**3.04 TOWNSHIPS**

**A. First class townships.** The corporate power of a township of the first class is vested in the board of township commissioners.<sup>30</sup> Every board of township commissioners has a president and a vice-president.<sup>31</sup> The First Class Township Code does not specify the manner in which contracts, deeds or other instruments are to be executed on behalf of the township. Therefore, PennDOT acquisition documents must be signed by all of the township commissioners OR by the person granted the authority to sign by resolution of the board of commissioners.

**B. Second class townships.** The corporate powers of second class townships are exercised by the board of supervisors.<sup>32</sup> Every board of township supervisors has a chairman and a vice-chairman.<sup>33</sup> The Second Class Township Code does not specify the manner in which contracts, deeds or other instruments are to be executed on behalf of the township. Therefore, PennDOT acquisition documents must be signed by all of the township supervisors OR by the person granted the authority to sign by resolution of the board of supervisors.

**3.05 MUNICIPAL AUTHORITIES**

The corporate powers of municipal authorities are exercised by a board of members.<sup>34</sup> The Municipal Authorities Act does not specify the manner in which contracts, deeds or other instruments are to be executed on behalf of the authority. Therefore, PennDOT acquisition documents must be signed by **all** members of the authority board **OR** by the person granted the authority to sign by resolution of the board of members.

## CHAPTER 4 SCHOOL DISTRICTS

The board of school directors for each school district is vested with the power to sell unused and unnecessary lands belonging to the school district.<sup>35</sup> The president and secretary of the board of school directors must execute any and all deeds and contracts.<sup>36</sup>

### ENTITIES

Seller:

The West Shore School District  
(Name of Entity)

BY: \_\_\_\_\_  
Kris L. Mailey, President  
Board of School Directors

BY: \_\_\_\_\_  
Louis V. Stephens, Secretary  
Board of School Directors

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## CHAPTER 5 RELIGIOUS SOCIETIES

Pennsylvania law dictates that real property owned for a church, congregation or religious society is held subject to the control and disposition of its officers or authorities.<sup>37</sup> The control and disposition of the property must be exercised in accordance with and subject to the rules, regulations, usages, canons, discipline and requirements of the religious body, denomination or organization to which such church, congregation or religious society belongs.<sup>38</sup>

Signature authority is governed by the particular rules and regulations of the church that owns the property.

For example, the Roman Catholic Church is governed by the Canons. The Canons dictate that the diocesan bishop owns real property in trust for the parish and that he alone may dispose of it.

### ENTITIES

Seller:

The Diocese of Harrisburg

(Name of Entity)

BY: \_\_\_\_\_

Most Reverend Kevin C. Rhoades  
Bishop of Harrisburg

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## CHAPTER 6

### ESTATES

Dealing with a claim in which the owner or owners of the subject property is deceased can be extremely complicated. This is because there are a variety of ways in which the assets of a decedent's estate can be distributed.

If the owner or owners of the subject property are deceased, you must first determine whether or not the decedent had a will.

#### 6.01 WHERE THE DECEDENT HAD A WILL

In the typical situation, a family member of the deceased will bring the will to the Register of Wills and offer it for probate. "Probate" is the judicial act whereby an instrument is adjudged a valid will and ordered to be recorded. The will must be probated in the county where the deceased had his last family or principal residence.<sup>39</sup>

After (or at the same time as) the will is probated, the person(s) named in the will as the executor(s) will file a Petition for Grant of Letters. If the Petition is in order, the Register will grant letters testamentary to the executor.

The Petition itself can be a valuable resource, as the petitioner typically lists all real estate located in the Commonwealth.

The executor will file a statement of proposed distribution. After the Court approves the proposed distribution, the executor can distribute the real estate in accordance with the decree.<sup>40</sup>

The executor bears the responsibility to preserve and protect the decedent's property for distribution to the proper persons within a reasonable time.<sup>41</sup> Conversely, the executor may sell any real property that is not specifically devised by will.<sup>42</sup>

If the decedent had a will, but the will did not specifically devise the real property in question, **the executor alone may sign the acquisition documents.**

If the real property in question is specifically devised in the will, the executor **AND** the devisee may **jointly** sell the property.<sup>43</sup> Therefore, the **signatures of both the executor and the specific devisee(s) are required.**

#### ENTITIES

Seller:

The Estate of John Smith  
(Name of Entity)

BY: \_\_\_\_\_  
Betty Smith, Executor

BY: \_\_\_\_\_  
John Smith, Jr., Devisee

Once distribution of the decedent's real property is approved by the court, legal title to the real property in question is in the person to whom the real property was awarded.

**Important Note**—If the decedent divorced after making the will, the ex-spouse **does not** get what was devised to him or her in the will.<sup>44</sup> In such an instance, the executor alone may sign the acquisition documents.

**6.02 WHERE THE DECEDENT DIED INTESTATE (WITHOUT A WILL)**

Any real property not disposed of by will passes to the decedent's heirs as set forth in the Probate, Estates and Fiduciaries Code.<sup>45</sup>

Since an executor can sell any real property that is not specifically devised, a personal representative (if one exists) can sell the real property in question when there is no will:

ENTITIES

Seller:

The Estate of John Smith  
(Name of Entity)

BY: \_\_\_\_\_  
Betty Smith, Administrator

If there is no personal representative, the heirs all must sign the acquisition documents. If some of the heirs are unknown or cannot be located, you must condemn.

Once distribution of the decedent's real property is approved by the court, legal title to the real property in question is in the person to whom the real property was awarded.

## CHAPTER 7 POWER OF ATTORNEY

All powers of attorney must be in writing and must be signed and dated by the principal.<sup>46</sup> The following notice must appear at the beginning of all powers of attorney made on or after April 12, 2000:

### NOTICE

The purpose of this power of attorney is to give the person you designate (your “agent) broad powers to handle your property, which may include powers to sell or otherwise dispose of any real or personal property without advance notice to you or approval by you.

This power of attorney does not impose a duty on your agent to exercise granted powers, but when powers are exercised, your agent must use due care to act for your benefit and in accordance with this power of attorney.

Your agent may exercise the powers given here throughout your lifetime, even after you become incapacitated, unless you expressly limit the duration of these powers or you revoke these powers or a court acting on your behalf terminates your agent’s authority.

Your agent must keep your funds separate from your agent’s funds.

A court can take away the powers of your agent if it finds your agent is not acting properly.

The powers and duties of an agent under a power of attorney are explained more fully in 20 Pa.C.S. Ch. 56.

If there is anything about this form that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

I have read or had explained to me this notice and I understand its contents.

Additionally, the following acknowledgment must be attached to powers of attorney executed on or after April 16, 2000:

I, \_\_\_\_\_, have read the attached power of attorney and am the person identified as the agent for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in 20 Pa.C.S. when I act as agent:

- I shall exercise the powers for the benefit of the principal
- I shall keep the assets of the principal separate form my assets.
- I shall exercise reasonable caution and prudence.
- I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Powers of attorney executed after April 16, 2000, changed the term “attorney in fact” to “agent.” Accordingly, signature blocks for powers of attorney should mirror the below example:

#### ENTITIES

Seller:

Monica Reyes  
(Name of Entity)

BY: \_\_\_\_\_  
John Doggett, Agent

It is acceptable to substitute the term “attorney in fact” for the term “agent,” when the power of attorney at issue was executed prior to April 16, 2000.

Powers of attorney made in a different state must conform to that state’s power of attorney law.

## CHAPTER 8 TRUSTS

Except as otherwise provided by the trust instrument, the trustee(s), for any purpose of administration or distribution, may sell any real property of the trust.<sup>47</sup> If the trust instrument designates co-trustees, then both co-trustees need to sign the acquisition documents.

### ENTITIES

Seller:

The Walter Skinner Revocable Trust  
(Name of Entity)

BY: \_\_\_\_\_  
Alex Krycek, Trustee

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## **CHAPTER 9**

### **CONDOMINIUM ASSOCIATIONS**

Condominium property may be held in a variety of ways and often at the same time by separate entities. To ensure that PennDOT is dealing with the proper landowner when it is acquiring land in and around a condominium, it is important to ascertain the status of the lands in the condominium and identify the record owners of these lands.

Condominium units are usually owned by individuals or business entities and common areas are usually owned by the condominium association. In some situations, however, ownership of common areas can be shared by the association with individual owners or retained by the declarant of the condominium.

Ultimately, acquisitions dealing with condominiums require a careful inspection of the declaration of condominium, deeds, and by-laws of the condominium association to ensure PennDOT has identified the appropriate landowner. Once the appropriate landowner (grantor) is identified, who will be required to sign PennDOT acquisition documents will depend on the status of the grantor(s).

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## **CHAPTER 10**

### **MISCELLANEOUS ENTITIES**

#### **10.01 UNINCORPORATED ASSOCIATION**

Unincorporated associations are not legal entities and cannot hold title to property. Title to property is held in trust for an unincorporated association by trustees or members.

If the deed is in the name of trustee(s) for the unincorporated association, the trustee(s) must sign the settlement documents.

If the deed is in the name of an unincorporated association, a majority of members, a member designated by a majority of the members by a majority vote, or an officer designated by the bylaws to act on behalf of the members must sign.

#### **10.02 UNSTRUCTURED GROUPS**

An unstructured group differs from an unincorporated association in that unstructured groups do not have organizing documents, i.e., constitution, bylaws, etc. Settlement documents involving an unstructured group must be signed by the group leader. Oftentimes, the identity of the group leader can be ascertained through a review of tax records or property records.

#### **10.03 JOINT VENTURES**

A joint venture involves two or more parties. The parties can be all the same type of business entity—for example, all partnerships or all corporations—or a combination of different types of entities. The settlement documents must be signed by all joint venturers. Signatures will be dictated by the status of the joint venturers.

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*Endnotes*

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- <sup>1</sup> *Clingerman v. Sadowski*, 513 Pa. 179, 519 A.2d 378 (1986).  
<sup>2</sup> *Id.*  
<sup>3</sup> *In re Estate of Fazekas*, 737 A.2d 1262 (1999).  
<sup>4</sup> 23 Pa.C.S. §3507.  
<sup>5</sup> 20 Pa.C.S. §5101; 5505.  
<sup>6</sup> 20 Pa.C.S. §5155; 5521.  
<sup>7</sup> *See, e.g.*, 20 Pa.C.S. §2502(2).  
<sup>8</sup> 15 Pa.C.S. §102.  
<sup>9</sup> (15 Pa.C.S. §1506)  
<sup>10</sup> (15 Pa.C.S. §5506)  
<sup>11</sup> *Id.*  
<sup>12</sup> *Collins v. Tracy Grill & Bar Corporation*, 19 A.2d 617 (Pa. Super. 1941).  
<sup>13</sup> 15 Pa.C.S. §8311(a).  
<sup>14</sup> *Barbet v. Ostovar*, 273 Pa. Super. 256, 417 A.2d 636 (1979).  
<sup>15</sup> 15 Pa.C.S. §8312.  
<sup>16</sup> 15 Pa.C.S. §8322 (a).  
<sup>17</sup> 15 Pa.C.S. §8511(a).  
<sup>18</sup> 15 Pa.C.S. §8511(a)(1).  
<sup>19</sup> 15 Pa.C.S. §8533.  
<sup>20</sup> 15 Pa.C.S. §8201.  
<sup>21</sup> 15 Pa.C.S. §8941, §8913(5).  
<sup>22</sup> 15 Pa.C.S. §8904(a)(1).  
<sup>23</sup> 15 Pa.C.S. §8904(a)(2).  
<sup>24</sup> 16 P.S. §203.  
<sup>25</sup> 16 P.S. §2307.  
<sup>26</sup> 16 P.S. §2307.  
<sup>27</sup> 53 P.S. §46006.  
<sup>28</sup> 53 P.S. §46006(3).  
<sup>29</sup> 53 P.S. §46142.  
<sup>30</sup> 53 P.S. §56502.  
<sup>31</sup> 53 P.S. §55701.  
<sup>32</sup> 53 P.S. §66505.  
<sup>33</sup> 53 P.S. §65602.  
<sup>34</sup> 53 P.S. §5610.  
<sup>35</sup> 24 P.S. §7-707.  
<sup>36</sup> 24 P.S. §4-427.  
<sup>37</sup> 10 P.S. §81.  
<sup>38</sup> 10 P.S. §81.  
<sup>39</sup> 20 Pa.C.S. §3131.  
<sup>40</sup> 20 Pa.C.S. §3514, Orphan's Court Rule 6.11.  
<sup>41</sup> *In re Estate of Westin*, 874 A.2d 139 (Pa. Super. 2005).  
<sup>42</sup> 20 Pa.C.S. §3351.  
<sup>43</sup> 20 Pa.C.S. §3351.  
<sup>44</sup> 20 Pa.C.S. §2507(2).  
<sup>45</sup> 20 Pa.C.S. §2101.  
<sup>46</sup> 20 Pa.C.S. §5601(b).  
<sup>47</sup> 20 Pa.C.S. §7141.