

11/04/99

DEED OF DEDICATION

SANITARY SEWER EASEMENTS, RIGHT-OF-WAY AND RIGHTS

THIS INDENTURE is made November 8, 1999, by and between JAMES E. MARK ("Grantor"), and the WEST GROVE BOROUGH AUTHORITY ("Grantee" or "Authority"), a Pennsylvania municipal corporation duly organized and existing as a municipal authority.

Grantor is the sole record owner of a certain parcel (the "Property") of land which is encumbered by the rights ("Rights") hereby granted to the Authority. Grantor is married to Elizabeth W. Mark ("Wife"). Grantor, Wife and the Authority intend that this deed shall grant, to the Authority, good and unencumbered title to the Rights. Therefore, to the extent that Wife has any interest in the Property, Wife joins in this deed, as an additional grantor, for the purpose of conveying the Rights to the Authority.

WITNESSETH, that the Grantor and Wife (collectively "Grantors"), for and in consideration of one dollar (\$1.00), lawful money of the United States of America, and other valuable consideration, unto the Grantors, well and truly paid by the Grantee, the receipt of which Grantors hereby acknowledge, as well as for the advantages accruing to Grantors and for diverse other considerations affecting the public welfare, which the Grantors, by this grant, seek to advance, Grantors hereby grant, convey, bargain and sell unto the Grantee, its successors and assigns forever, the following easements, rights-of-way and rights, all (which are collectively the "Rights") with respect to the Property:

1. Sanitary Sewer Easement Rights - An exclusive easement, right-of-way and rights (all called "Sanitary Sewer Easement Rights") upon, over, under and through a certain area ("Easement Area 1") of the Property. The Sanitary Sewer Easement Rights include the free and uninterrupted right of access to, entry on and use of Easement Area 1 and/or any part thereof for any and all sanitary sewer, sewage transporting and/or utility purposes, including but not limited to laying out, placing, constructing, operating, inspecting, testing, maintaining, repairing, replacing, relocating, reconstructing, enlarging and/or changing such line, structure, facility and/or systems and any part thereof as well as all appurtenances thereto. Utility purposes include water supply, electric, telephone, cable TV and/or information transmission.

2. Access Easement - A non-exclusive easement and right-of-way (collectively "Access Easement") on, over and across a certain area ("Easement Area 2") of the Property. The Access Easement is for free and uninterrupted entry and access to Easement Area 1, for purposes of using that area pursuant to the Sanitary Sewer Easement Rights. The Access Easement includes the right, but not the duty, to remove vegetation from, grade improve and/or maintain Easement Area 2 for such access purposes.

3. Negative Easement - No activity (including but not limited to digging and/or grading), use, condition, improvement, structure and/or building which is inconsistent in any way with and/or may in any way interfere with, endanger and/or obstruct the safe or efficient use of the Rights is permitted. No stormwater management facility and/or utility, including but not limited to water supply, electric, telephone, cable TV and/or information transmission lines

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facilities, systems and structures, shall be permitted on, over and/or under any part of Easement Area 1 and/or on or over Easement Area 2, without the Authority's prior approval, by duly adopted written Resolution, specifically authorizing such use.

Restrictive Covenants - Grantors hereby covenant and agree that neither of them nor any of their heirs, successors and/or assigns shall use, maintain, occupy and/or allow any use, maintenance or occupancy, of any part of Easement Area 1 and/or 2 for any activity (including but not limited to digging and/or grading), condition, structure, building and/or use (whether or not otherwise lawful and/or permitted under any governmental regulation or land use control ordinance), which is in any way inconsistent with and/or may in any way interfere with, endanger and/or obstruct the safe or efficient use of or any purpose of the Rights.

The Rights, including the Negative Easement, hereby conveyed and the covenants made by the Grantors, as stated herein, shall bind the Grantors and their heirs, successors and assigns, shall run with the land forever and shall inure to the benefit of, be enforceable and assignable by the Authority and its successors and assigns.

The Property is:

ALL THAT CERTAIN parcel of land SITUATE in the Borough of West Grove, Chester County, Pennsylvania, which parcel abuts Rosehill Avenue, is described in the deed which is recorded at the Office of the Recorder of Deeds in and for Chester County in Deed Book 930, beginning at page 598, and is identified by Chester County as real estate tax parcel 5-4-275.

Easement Area 1 is:

All those three areas of the Property shown on a plan, prepared by Acer Engineers & Consultants, Inc. and dated October 9, 1998 and last revised August 9, 1999. The plan, marked "Easement Area 1 Plan," is appended hereto and incorporated herein. According to the plan, the three areas comprising Easement Area 1 are the areas within the following boundaries:

1. The Northern Area

BEGINNING at the northernmost corner of this (Northern) right-of-way, a point on a common line with lands N/P of Sherry G. Willis which point is also the point where the eastern side of the Authority's existing sanitary sewer right-of-way intersects the Willis parcel;

THENCE, along said common line South 01 degrees 16 minutes 15 seconds West, a distance of 77.39 feet to a point;

THENCE, leaving said line and crossing lands of James E. Mark, along the Authority's existing sanitary sewer right-of-way, the two (2) following courses and distances: (1) North 80 degrees 19 minutes 30 seconds West, a distance of 11.30 feet to a point, and (2) North 09 degrees 39 minutes 53 seconds East, a distance of 76.56 feet to the POINT OF BEGINNING.

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2. The Center Area

BEGINNING at the northeast corner of this (Center) right-of-way, a point on a common line with lands N/F of Sherry G. Willis which point is also the point where the eastern side of the Authority's existing sanitary sewer right-of-way intersects the Willis parcel;

THENCE, along said line and a common line with lands N/F of Thomas O. Myers, South 01 degrees 16 minutes 15 seconds West, a distance of 63.69 feet to a point;

THENCE, leaving said line and crossing lands of James E. Mark along the Authority's existing sanitary sewer right-of-way, the three (3) following courses and distances: (1) North 88 degrees 54 minutes 40 seconds West, a distance of 22.32 feet to a point; (2) North 09 degrees 39 minutes 53 seconds East, a distance of 66.33 feet to a point, and (3) South 80 degrees 19 minutes 30 seconds East, a distance of 12.77 feet to the POINT OF BEGINNING.

3. The Southern Area

BEGINNING at the southeast corner of this (Southern) right-of-way, a point on a common line with lands N/F of the Borough of West Grove and the Authority's existing sanitary sewer right-of-way;

THENCE, along said line North 88 degrees 43 minutes 45 seconds West, a distance of 11.62 feet to a point;

THENCE, leaving said line and crossing lands of James E. Mark, the five (5) following courses and distances: (1) North 31 degrees 51 minutes 00 seconds East, a distance of 190.24 feet to a point; (2) North 03 degrees 28 minutes 07 seconds East, a distance of 296.42 feet to a point; (3) South 83 degrees 26 minutes 00 seconds East, a distance of 10.01 feet to a point on the edge of the Authority's existing sanitary sewer right-of-way; (4) along said right-of-way South 03 degrees 28 minutes 07 seconds West, a distance of 298.41 feet to a point, and (5) continuing along said right-of-way South 31 degrees 51 minutes 00 seconds West, a distance of 186.86 feet to the POINT OF BEGINNING.

Easement Area 1 contains a total of 6,426 Square Feet, or 0.148 Acres.

1000

The Golden Age

BEHINDING at the northern end of the (7 miles) right-of-way
a point on a common line with latitude of James G. White which point
is also the point where the eastern end of the Anthony's existing roadway
crosses right-of-way interests in the White tract;

THENCE along said line and a common line with lands N.W. of
Thomas O. Mingo, South E. 1/4 of Sec. 16, T. 28 N., R. 12 E.,
distance of 67.50 feet to a point;

THENCE leaving said line and crossing lands of James E. Mark,
from the Anthony's existing roadway right-of-way, the line (a)
following course and distance: (1) North 88 degrees 34 minutes 40
seconds East a distance of 25.00 feet to a point; (2) North 88 degrees 30
minutes 20 seconds East a distance of 60.00 feet to a point; and (3) South
87 degrees 49 minutes 36 seconds East a distance of 11.75 feet to the
POINT OF BEGINNING

The Golden Age

BEHINDING at the southeast corner of the (2 acres) right-of-
way a point on a common line with lands N.W. of the homestead of Wm.
Greene and the Anthony's existing roadway right-of-way.

THENCE along said line North 88 degrees 49 minutes 42 seconds
West a distance of 11.65 feet to a point;

THENCE leaving said line and crossing lands of James E. Mark,
the line (b) following course and distance: (1) North 34 degrees 21
minutes 00 seconds East a distance of 190.54 feet to a point; (2) North
87 degrees 38 minutes 07 seconds East a distance of 298.42 feet to a
point; (3) South 85 degrees 36 minutes 00 seconds East a distance of
12.00 feet to a point on the edge of the Anthony's existing roadway right-
of-way; (4) along said right-of-way South 87 degrees 33 minutes 00
seconds West a distance of 208.41 feet to a point; and (5) continuing
along said right-of-way South 31 degrees 31 minutes 00 seconds West a
distance of 180.84 feet to the POINT OF BEGINNING

Tractment Area 1 contains a total of 6.408 Square Feet, or 0.148 Acres

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Easement Area 2 is:

All that part of the Property shown on a plan, prepared by Acer Engineers & Consultants, Inc., dated October 29, 1998, and last revised August 9, 1999. The plan, marked "Easement Area 2 Plan," is appended hereto and incorporated herein. According to the plan, Easement Area 2 is the area within the following boundaries:

BEGINNING at the southwest corner of the easement, a point on a common line with lands N/F of the Borough of West Grove and with lands N/F of the Supreme Council of the House of Jacob;

THENCE, crossing lands of James E. Mark, the ten (10) following courses and distances: (1) North 42 degrees 23 minutes 36 seconds East, a distance of 137.61 feet to a point; (2) along a curve to the right with a radius of 45.00 feet, a central angle of 63 degrees 06 minutes 24 seconds, an arc length of 49.56 feet and a chord which bears North 73 degrees 56 minutes 48 seconds East for a distance of 47.10 feet to a point; (3) South 74 degrees 30 minutes 00 seconds East, a distance of 60.06 feet to a point; (4) along a curve to the left with a radius of 30.00 feet, a central angle of 73 degrees 39 minutes 00 seconds, an arc length of 38.56 feet and a chord which bears North 68 degrees 40 minutes 30 seconds East, for a distance of 35.96 feet to a point on the edge of an existing sanitary sewer right-of-way; (5) along said right-of-way South 31 degrees 51 minutes 00 seconds West, a distance of 83.37 feet to a point; (6) leaving said right-of-way along a curve to the left with a radius of 30.00 feet, a central angle of 106 degrees 21 minutes 00 seconds, an arc length of 55.68 feet and a chord which bears North 21 degrees 19 minutes 30 seconds West for a distance of 48.03 feet to a point; (7) North 74 degrees 30 minutes 00 seconds West, a distance of 36.59 feet to a point; (8) along a curve to the left with a radius of 25 feet, a central angle of 63 degrees 06 minutes 24 seconds, an arc length of 27.54 feet and a chord which bears South 73 degrees 56 minutes 48 seconds West for a distance of 26.16 feet to a point; (9) South 42 degrees 23 minutes 36 seconds West, a distance of 58.08 feet to a point; and (10) along a curve to the left with a radius of 70.42 feet, a central angle of 41 degrees 29 minutes 10 seconds, an arc length of 50.99 feet and a chord which bears South 21 degrees 39 minutes 01 seconds West for a distance of 49.88 feet to a point on the common line with lands N/F of the Borough of West Grove;

THENCE, along said line North 88 degrees 43 minutes 45 seconds West, a distance of 50.00 feet to the POINT OF BEGINNING.

CONTAINING 5,798 Square Feet, or 0.133 Acres.

AND the Grantors, for themselves, their heirs, successors and assigns, do covenant, promise and agree, to and with the said Grantee, its successors and assigns, by these presents, that they, the said Grantors, and their heirs, successors and assigns, all and singular, the Rights hereby granted and those intended so to be, with all appurtenances, unto the said Grantee, its successors and assigns, against them, the said Grantors and their heirs, successors and assigns and all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by,

Basement Area 2

All the part of the property shown on a plan prepared by A.C. Hayward & Co. Engineers, Inc. dated October 29, 1928, and the West Coast Survey of 1928. The plan, marked "Basement Area 2 Plan", is attached hereto and incorporated herein. According to the plan, "Basement Area 2" is the area within the following boundaries:

BEGINNING at the southwest corner of the eastment, a point on a common line with lots 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

THENCE, starting from a point on the line of the following courses and distances: (1) 100 feet to a point; (2) 100 feet to a point; (3) 100 feet to a point; (4) 100 feet to a point; (5) 100 feet to a point; (6) 100 feet to a point; (7) 100 feet to a point; (8) 100 feet to a point; (9) 100 feet to a point; (10) 100 feet to a point; (11) 100 feet to a point; (12) 100 feet to a point; (13) 100 feet to a point; (14) 100 feet to a point; (15) 100 feet to a point; (16) 100 feet to a point; (17) 100 feet to a point; (18) 100 feet to a point; (19) 100 feet to a point; (20) 100 feet to a point; (21) 100 feet to a point; (22) 100 feet to a point; (23) 100 feet to a point; (24) 100 feet to a point; (25) 100 feet to a point; (26) 100 feet to a point; (27) 100 feet to a point; (28) 100 feet to a point; (29) 100 feet to a point; (30) 100 feet to a point; (31) 100 feet to a point; (32) 100 feet to a point; (33) 100 feet to a point; (34) 100 feet to a point; (35) 100 feet to a point; (36) 100 feet to a point; (37) 100 feet to a point; (38) 100 feet to a point; (39) 100 feet to a point; (40) 100 feet to a point; (41) 100 feet to a point; (42) 100 feet to a point; (43) 100 feet to a point; (44) 100 feet to a point; (45) 100 feet to a point; (46) 100 feet to a point; (47) 100 feet to a point; (48) 100 feet to a point; (49) 100 feet to a point; (50) 100 feet to a point; (51) 100 feet to a point; (52) 100 feet to a point; (53) 100 feet to a point; (54) 100 feet to a point; (55) 100 feet to a point; (56) 100 feet to a point; (57) 100 feet to a point; (58) 100 feet to a point; (59) 100 feet to a point; (60) 100 feet to a point; (61) 100 feet to a point; (62) 100 feet to a point; (63) 100 feet to a point; (64) 100 feet to a point; (65) 100 feet to a point; (66) 100 feet to a point; (67) 100 feet to a point; (68) 100 feet to a point; (69) 100 feet to a point; (70) 100 feet to a point; (71) 100 feet to a point; (72) 100 feet to a point; (73) 100 feet to a point; (74) 100 feet to a point; (75) 100 feet to a point; (76) 100 feet to a point; (77) 100 feet to a point; (78) 100 feet to a point; (79) 100 feet to a point; (80) 100 feet to a point; (81) 100 feet to a point; (82) 100 feet to a point; (83) 100 feet to a point; (84) 100 feet to a point; (85) 100 feet to a point; (86) 100 feet to a point; (87) 100 feet to a point; (88) 100 feet to a point; (89) 100 feet to a point; (90) 100 feet to a point; (91) 100 feet to a point; (92) 100 feet to a point; (93) 100 feet to a point; (94) 100 feet to a point; (95) 100 feet to a point; (96) 100 feet to a point; (97) 100 feet to a point; (98) 100 feet to a point; (99) 100 feet to a point; (100) 100 feet to a point.

THENCE, along said line North 88 degrees 43 minutes 43 seconds West a distance of 80.00 feet to the POINT OF BEGINNING.

CONTAINING 1,708 Square Feet, or 0.134 Acres.

AND the Grantor, for themselves, their heirs, assigns, and assigns, do covenant, promise and agree to and with the said Grantee, his successors and assigns, by these presents, that they, the said Grantor and their heirs, assigns, and assigns, the heirs and assigns of the said Grantee and their heirs, assigns, and assigns, shall and lawfully defend, maintain, support, and keep the said Grantee, his successors and assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by

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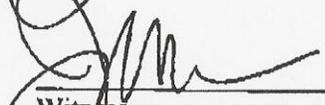
11/04/99

from and/or under them and/or any of them, shall and will, WARRANT and forever DEFEND.

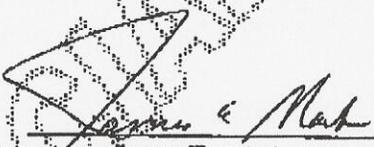
IN WITNESS WHEREOF, the Grantors have executed this Indenture on the date first above written.



 Witness



 Witness


 _____ (Seal)
 James E. Mark


 _____ (Seal)
 Elizabeth W. Mark

UNOFFICIAL COPY

The address of the Grantee is: P.O. Box 61
 West Grove, PA 19390

IN WITNESS WHEREOF, the Clerk has caused this Judgment to be this 1st day of July, 2011, signed by me and attested by the Deputy Clerk of the Court.

 Witness

 Witness

 Witness

 Witness

The subject of the Judgment is: [Illegible]

Case No. 11-00000

11/04/99

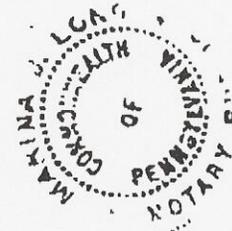
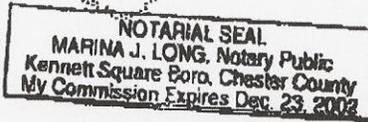
ACKNOWLEDGMENT

Commonwealth of Pennsylvania)
) SS:
County of Chester)

On this 8th day of November, 1999, before me, the undersigned officer, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared James E. Mark, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

Marina J. Long
Notary Public

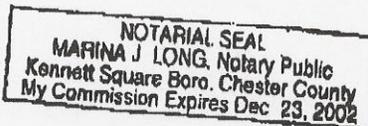


Commonwealth of Pennsylvania)
) SS:
County of Chester)

On this 8th day of November, 1999, before me, the undersigned officer, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Elizabeth W. Mark, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

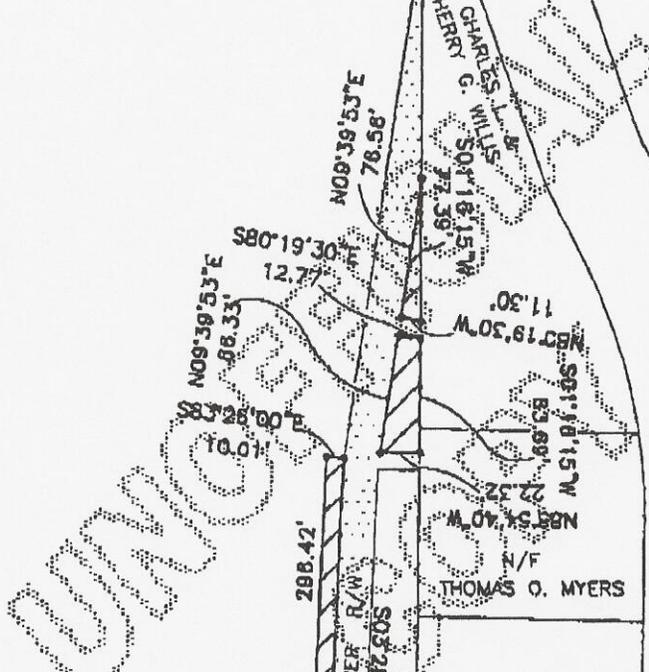
IN WITNESS WHEREOF, I hereunto set my hand and official seals.

Marina J. Long
Notary Public



BK 4712 PG 1970

ROSEHILL AVENUE



TOTAL AREA OF R/W

6,426 sq. ft.
0.148 acres

DEED REF. 930-598

WELCOME AVE.

BASEMENT AREA I PLAN

Last revised 08/09/99

WEST GROVE BOROUGH AUTHORITY

SANITARY SEWER RIGHT OF WAY

TO BE ACQUIRED FROM

JAMES E. MARK

BOROUGH OF WEST GROVE, CHESTER CO., PA.



Hyder Consulting, Inc.

270 GRANITE RUN DRIVE, LANCASTER, PA 17601
(717) 569-7021

SCALE:

1" = 100'

DATE

9 OCT. 98

DWG. NO.

L-1266



BX4712PG

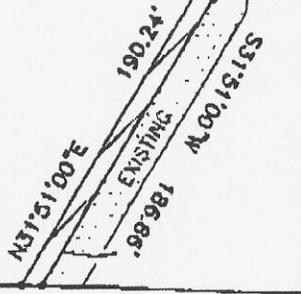
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1971

Drawn: c:\ocad\users\goucheanu\74b112117 Lobl Newbee.l 10/10/99 10:00 AM

JOB #7481

N/F BOROUGH OF WEST GROVE
NBR 43°45'W 11.62'



ROSEHILL AVENUE

WELCOME AVE

TOTAL AREA OF R/W
8,458 sq ft
0.195 acres
DEED REC 800-393

WEST GROVE BOROUGH AUTHORITY

SEWERAGE DEPARTMENT

TO BE ACQUIRED FROM

JAMES E. MARR

BOROUGH OF WEST GROVE CHESTER CO. PA

Hydro Consulting Inc.

210 WHITE OAK ROAD, SUITE 101
WEST GROVE, PA 19380
(610) 398-1232

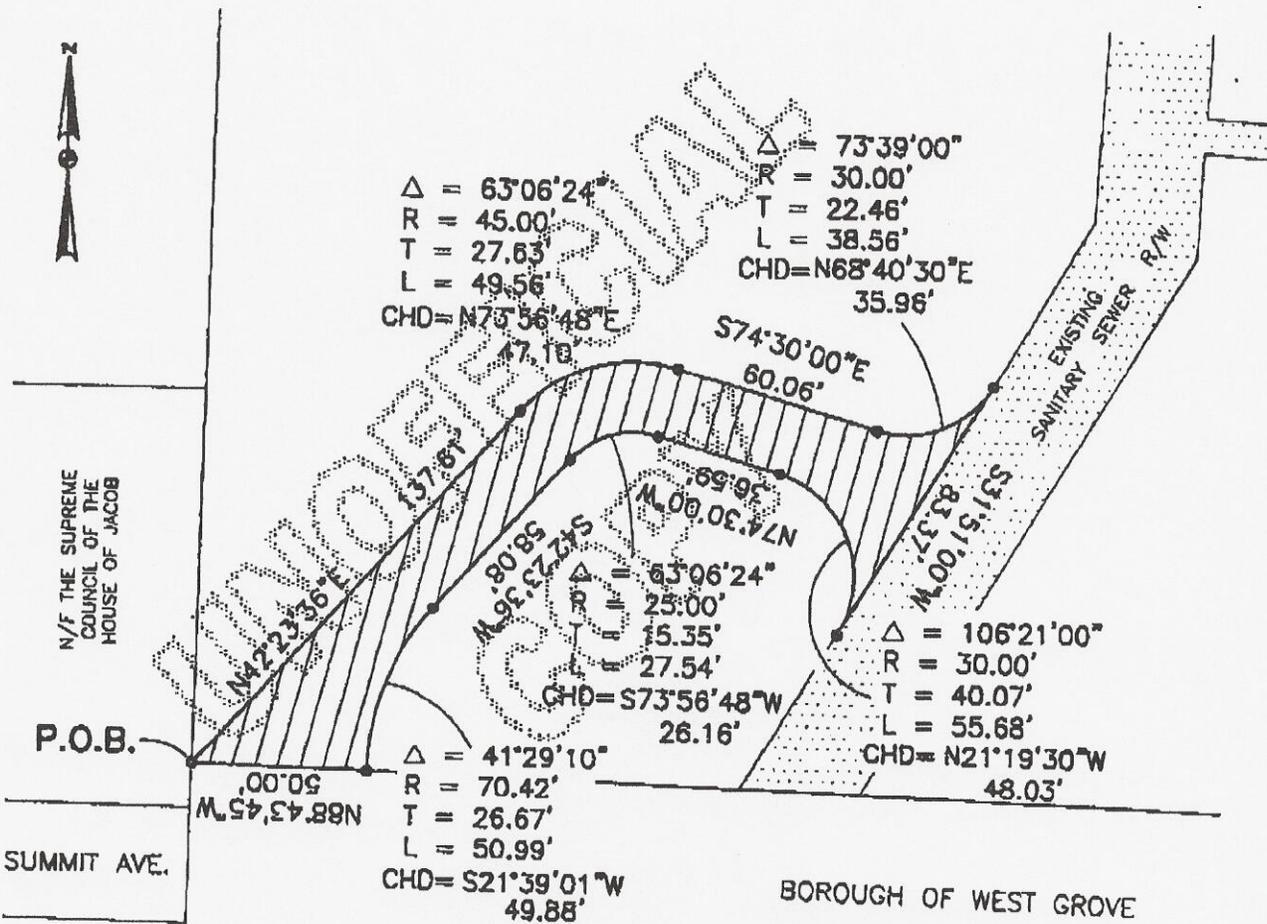
DATE: 10/28/88
DRAWING NO: L-1288

Hydro



DATE: 10/28/88
DRAWING NO: L-1288

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TOTAL AREA OF R/W

5,798 sq.ft.
0.133 acres

DEED REF. 930-598

EASEMENT AREA 2 PLAN

Last revised 08/09/99

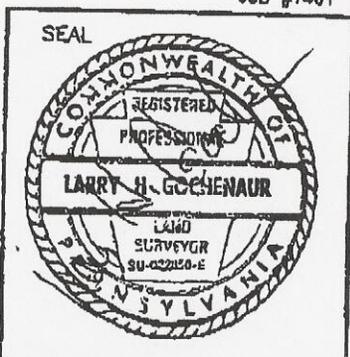
WEST GROVE BOROUGH AUTHORITY

PERMANENT ACCESS EASEMENT

TO BE ACQUIRED FROM

JAMES E. MARK

BOROUGH OF WEST GROVE, CHESTER CO., PA.



Hyder Consulting, Inc.

270 GRANITE RUN DRIVE, LANCASTER, PA 17601
(717) 569-7021

SCALE:

1" = 50'

DATE

29 OCT. 98

DWG. NO.

L-1269

BK 4712 PG 1972

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RESOLUTION NO. 99-2

WEST GROVE BOROUGH AUTHORITY
CHESTER COUNTY, PENNSYLVANIA

A RESOLUTION AUTHORIZING THE AUTHORITY'S ACCEPTANCE OF A DEED DEDICATING CERTAIN USE RIGHTS WITH RESPECT TO THE PROPERTY OF JAMES E. MARK.

Background

The Authority owns and uses certain sanitary sewer lines and facilities (collectively "Sewer Lines") located on a certain parcel (the "Mark Parcel") of land in the Borough. James E. Mark ("Mr. Mark") is the record owner of the Mark Parcel. The Authority uses the Sewer Lines as part of its public sewer system. The Sewer Lines are located within an existing Authority easement and right-of-way.

The Sewer Lines are in need of repair and/or replacement. To do the necessary work on the Sewer Lines efficiently and to access and maintain them efficiently thereafter, the Authority has determined that it should acquire additional rights (the "Rights") with respect to the Mark Parcel. Mr. Mark has agreed to grant the Rights to the Authority and, toward that end, has delivered an executed, original deed of dedication ("Deed") to the Authority. A copy of the Deed is appended hereto and incorporated herein. Mr. Mark is married. Mr. Mark's wife has joined in the Deed as a grantor to make it clear that the Deed transfers good title to the Rights to the Authority. The Authority has determined that it is in the public interest and the interest of its customers to accept and record the Deed.

Matters Resolved

The West Grove Borough Authority ("Authority") hereby RESOLVES that (1) the Authority hereby accepts the Deed and (2) the Authority Solicitor and all other Authority officers are authorized to take all appropriate actions necessary to record the Deed.

ADOPTED this 18th day of November, 1999.

Attest:

WEST GROVE BOROUGH AUTHORITY

Sharon B. Nesbitt
Sharon B. Nesbitt, Authority Secretary

By: Richard S. Turkington
Richard S. Turkington, Chairman

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the West Grove Borough Authority, Chester County, Pennsylvania, at its regular meeting held on November 18, 1999.

Sharon B. Nesbitt
Sharon B. Nesbitt, Authority Secretary



RESOLUTION NO. 93

WEST GROVE BOROUGH AUTHORITY
CHRISTIE COUNTY, PENNSYLVANIA

A RESOLUTION AUTHORIZING THE AUTHORITY'S ACQUISITION OF A DEED
DEDICATING CERTAIN USE RIGHTS WITH RESPECT TO THE PROPERTY OF JAMES
E. MAFF

The Authority owns and maintains certain utility water lines and facilities (collectively
"power lines") located on a certain parcel (the "Maff Parcel") of land in the Borough of James
E. Maff ("Mr. Maff") is the legal owner of the Maff Parcel. The Authority uses the power
lines as part of its public utility system. The power lines are located within an existing
Authority easement and right-of-way.

The power lines are in need of repair and replacement. To do the necessary work
on the power lines efficiently and to avoid any disruption to the Authority's service, the
Authority has determined that it should acquire the additional rights (the "Rights") with respect to
the Maff Parcel. Mr. Maff has agreed to grant the Rights to the Authority and, toward that
end, has provided a certain, original deed of dedication ("Deed") to the Authority. A copy
of the Deed is attached hereto and incorporated herein. Mr. Maff is a resident of the Borough
with his interest in the Deed as a grantor to the Authority. The Authority has determined that it is in the public interest and the
interest of its customers to accept and record the Deed.

Motion Resolved

The West Grove Borough Authority ("Authority") hereby RESOLVES that (1) the
Authority hereby accepts the Deed and (2) the Authority Solicitor and all other Authority officials
are authorized to take all appropriate actions necessary to record the Deed.

ADOPTED this 10th day of November, 1993.

WEST GROVE BOROUGH AUTHORITY

Attest:


Robert S. Robinson, Chairman


Sharon E. Heston, Authority Secretary

CERTIFICATION

I, HENRY COUNTY and the
County Recorder was duly notified by
the West Grove Borough Authority, Christ
County, Pennsylvania, as to regular meeting
held on November 18, 1993.




Sharon E. Heston, Authority Secretary

04712901973

ACKNOWLEDGMENT

Commonwealth of Pennsylvania)

) SS:

County of Chester)

On this *18th* day of *November*, 1999, before me, the undersigned officer, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Richard S. Turkington and Sharon B. Nesbitt, known to me, or satisfactorily proven, who acknowledged themselves to be, respectively, the West Grove Borough Authority Chairman and the Secretary of the West Grove Borough Authority, Chester County, Pennsylvania, and that he executed and she attested and affixed the Authority's seal to the foregoing Resolution and that they both acknowledge that the Resolution was duly adopted by the West Grove Borough Authority at its regular meeting held on November 18, 1999.

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



Marie A. May
Notary Public

Notarial Seal
Marie A. May, Notary Public
West Grove Boro, Chester County
My Commission Expires Mar. 17, 2003

BK4712PG1974

