CITY OF LOCK HAVEN
CLINTON COUNTY, PENNSYLVANIA
ORDINANCE NO. 2021-04

ACCEPTING THE DEED OF DEDICATION FOR THAT PORTION OF LAND CURRENTLY OPERATING AS "FIRST QUALITY DRIVE" AS SHOWN IN THE ATTACHED IN ORDER TO DEDICATE THE SAME AS A CITY-OWNED STREET

WHEREAS, Section 12916 of the Third Class City Code provides to City Council the authority to open and alter streets within the municipality; and

WHEREAS, the SEDA-COG Joint Rail Authority has provided to the city a deed of dedication for 1.1580 acres of land, and

WHEREAS, prior to obtaining the deed of dedication, SEDA-COG Joint Rail Authority sought and gained approval from the appropriate boards and commissions of the city for subdivision and land development, and

Whereas, it is the intention that the street and its stormwater infrastructure become public property of the city with the exception of the guiderail which is installed in the city's right-of-way but is the property of the SEDA-COG Joint Rail Authority; and

WHEREAS, the street is currently in private use as "First Quality Drive," adjoining the open public street of East Walnut Street;

NOW THEREFORE, BE IT ORDAINED by the City Council of Lock Haven City that it does accept the deed and dedicate the street as "First Quality Drive" with the termini, length, right of way and cartways as shown in the attached deed and plot plan/survey and does direct the City Manager to file the same with the Court to obtain the Prothonotary's or Clerk of Court's seal along with the Road Docket Number and Page Number and submit the same, once registered, to PennDOT to be added to the city's liquid fuels annual allocation.

THIS ORDINANCE ADOPTED this ____ day of _____, 2021, by the Council of the City of Lock Haven.

ATTEST: CITY OF LOCK HAVEN

_____ By:_____

Gregory Wilson, City Clerk Joel Long, Mayor

DEED OF DEDICATION

THIS DEED is made this 8th day of July, 2020, between **SEDA-COG JOINT RAIL AUTHORITY**, a Pennsylvania municipal authority with its principal office address at 201 Furnace Road, Lewisburg, Pennsylvania 17837 (the "Grantor"),

- AND-

THE CITY OF LOCK HAVEN, a City of the Third Class in the Commonwealth of Pennsylvania, with its principal office address at 20 East Church Street, Lock Haven, Pennsylvania 17745 (the "Grantee").

WITNESSETH, that the Grantor, for other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, releases and conveys to the Grantee, its successors and assigns:

ALL THAT CERTAIN piece, parcel, and lot of land situate in The City of Lock Haven, Clinton County, Pennsylvania and shown upon a plan by the Larson Design Group, file no. 5521-031, bounded and described as follows:

BEGINNING at a point on the southern right of way line of Walnut Street at the northwest corner of lands of Frank W. & Darlene G. Rothrock, point also being the southeast corner of the parcel herein described; thence from the point and place of beginning and along the western line of lands of Rothrock, S 37° 57' 36" W, 182.10' to a point in the northern side of Jerry Alley; thence along northern line of Jerry Alley, N 82° 30' 30" W, 11.60' to a point; thence along the western line of Jerry Alley, the western line of lands of Bernard D. Rell, and passing under SR 0120 (Paul Mack Blvd), S 37° 57' 36" W, 954.98' to a point on the southern right of way line of SR 01020 (Paul Mack Blvd); thence along the southern right of way line of SR 0120 (Paul Mack Blvd) S 55° 21' 36" E, 33.06' to a point at the northwest corner of lands of The City of Lock Haven; thence along the western line of lands of City of Lock Haven, S 37° 57' 36" W, 186.46' to a point on the northern right of way line of Myrtle Street; thence through Myrtle Street, N 81° 12' 17" W, 49.82' to a point on the eastern line of the lands of SEDA-COG Joint Rail Authority; thence along the lands of SEDA-COG Joint Rail Authority and passing under SR 0120 (Paul Mack Blvd) the following nine (9) courses and distances: (1) N 37° 57' 36" E, 82.88' to a point; (2) N 18° 42' 23" E, 66.96' to a point; (3) N 36° 05' 37" E, 69.53' to a point; (4) By a curve to the right, having a radius of 2,852.93', an arc length of 93.30', a delta angle of 01° 52' 25" and a chord bearing of N 37° 01' 50" E, 93.29' to a point; (5) N 37° 58' 02" E, 309.58' to a point; (6) By a curve to the right, having a radius of 5,717.65', an arc length of 105.68', a delta angle of 01° 03' 32", and a chord bearing of N 38° 29' 48" E, 105.68' to a point; (7) N 39° 01' 35" E, 214.83' to a point; (8) By a curve to the left, having a radius of 5,741.65', an arc length of 106.12', a delta angle of 01° 03' 32", and a chord bearing of N 38° 29' 48" E, 106.12' to a point; (9) N 37° 58' 02" E, 283.01' to a point on the southern right of way line Walnut Street; then along the southern right of way line of Walnut Street, S 82° 31' 54" E, 46.77' to the point and place of beginning.

Containing 1.1580 Acres.

BEING a portion of the premises granted and conveyed unto SEDA-COG Joint Rail Authority by Deed of Consolidated Rail Corporation, dated November 5, 1996 and recorded November 12, 1996 in Clinton County Record Book 845, Page 269.

ALSO BEING, a portion of the premises granted and conveyed unto SEDA-COG Joint Rail Authority by Deed of Frank W. Rothrock and Darlene G. Rothrock, husband and wife, dated January 15, 2019 and recorded January 16, 2019 in Clinton County Record Book 2019, Page 185.

UNDER AND SUBJECT to an easement in favor of Grantor for the purpose of erecting and maintaining a guiderail to be installed on the premises conveyed hereunder, as further depicted on the subdivision plan attached hereto at Exhibit "A"/and incorporated herein by reference; recorded as Clinton County Inst. #2019-4842, provided, however, that once erected by Grantor, Grantor shall have the sole duty to maintain such guiderail at its own expense.

UNDER AND SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the premises herein described, (2) any streams, rivers and creeks passing under, across or through the premises herein described, and (3) any easements, restrictions, conditions, or agreements of record or otherwise affecting the land hereby conveyed, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the herein conveyed premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of the successors and assigns of Grantee, that should a claim adverse to the title hereby released to Grantee be asserted and/or proved by someone other than Grantor, its successors and assigns, no recourse shall be had against the Grantor herein, it being understood by Grantee, on behalf of itself and its successors and assigns, that Grantor makes no representation or warranty concerning title to the premises conveyed hereunder. Grantee hereby knowingly, willingly, voluntarily waives the benefit of any rule, law, custom, or statute of the Commonwealth of Pennsylvania now or hereafter in force with respect to the covenants set forth below.

(1) That should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor.

(2) That the Grantor shall not be liable or obligated to provide for or supply directly or indirectly, for money or otherwise, any type of utility service to Grantee, even if the premises described herein are supplied utility service or services from or through Grantor owned or Grantor retained utility service facilities at the time said premises are conveyed to Grantee, and that if Grantor at its sole discretion elects to provide any utility service or services for money or otherwise to said premises during the period during which Grantee is arranging at Grantee's own expense for provision of utility service or service direct from public utilities, Grantee shall have no continuing right to use such service or expectation that Grantor must continue to provide it.

(3) In the event the tracks of the railroad of the Grantor are elevated or depressed or the grades of any streets, avenues, roads, lanes, highways or alleys over said railroad in the vicinity of the premises described herein are changed so that they shall pass overhead or underneath the said tracks and railroad, or in the event any grade crossing is vacated and closed, the Grantee, as owner of the premises described herein, shall not ask, demand, recover or receive any compensation whatsoever for any damage of whatsoever nature caused by or in any manner growing out of the separation or change of grades of said railroad and/or said streets, avenues, roads, lanes, highways or alleys or out of the vacation and closing of any grade crossing. Grantor may remove from the demised premises any siding tracks or fixtures located on the premises. The Grantee shall hold or assert no claim to such siding tracks or fixtures even if such improvements are present on the premises after the date of recording this Deed.

(4) The Grantee shall not have or assert to have any claim or demand whatsoever for compensation for damages, whether said damages be direct or consequential, to the premises or to any buildings or improvements now or hereafter erected thereon, or to the contents thereof, which may be caused by vibration resulting from the operation, maintenance, repair or renewal thereof; and the Grantee, by execution of this Agreement, expressly releases the Grantor from liability for any such damages.

(5) GRANTEE REPRESENTS AND WARRANTS THAT IT IS FAMILIAR WITH THE CONDITION OF THE PREMISES CONVEYED BY THIS QUITCLAIM DEED AND THAT GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PREMISES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS-IS," "WHERE IS" CONDITION. FURTHERMORE, GRANTEE AGREES TO ASSUME AND HEREBY WAIVES, RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS GRANTOR AND ITS DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, COURT COSTS, AWARDS, SETTLEMENTS, JUDGMENTS, PENALTIES, FINES, LIENS OR CAUSES OF ACTIONS, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, ACTIONS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C. § 9601 ET SEQ., AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ., AS AMENDED, AND ANY OTHER APPLICABLE ENVIRONMENTAL LAWS, STATUTES, ORDINANCES, RULES, REGULATIONS, OR ORDERS ARISING OUT OF OR RELATING TO THE ENVIRONMENTAL AND/OR PHYSICAL CONDITION OF THE PREMISES CONVEYED BY THIS QUITCLAIM DEED.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or any wise appertaining and the

reversions and remainders, rents, issues and profits thereof; and all the estate, right title, and interest, property, claim and demand whatsoever of the Grantor, its successors and assigns in law, equity, or otherwise, howsoever in and to the same and every part thereof.

TO HAVE AND TO HOLD the lot or piece of ground above described with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intending so to be, with the appurtenances, unto the Grantee, its successors and assigns, and for the only proper use and behoof of the Grantee, its successors and assigns, forever.

This deed of dedication is for a public right of way and is exempt from realty transfer taxes pursuant to 72 P.S. § 8102-c.3.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

ATTEST:

By: _____
Michael J. Krentzman, Secretary

SEDA-COG JOINT RAIL AUTHORITY

By: _____
John R. Showers, Chairman

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Union :

ON THIS, the 8 day of July, 2020, before me, a Notary Public, the undersigned officer, personally appeared **JOHN R. SHOWERS**, who acknowledged himself to be the **Chairman** of **SEDA-COG JOINT RAIL AUTHORITY,** and that he being authorized to do so, executed the foregoing instrument on behalf of the **Authority** for the purposes therein contained.

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

Commonwealth of Pennsylvania – Notary Seal
Cylinda Reichard, Notary Public
Union County
My Commission Expires March 03, 2024
Commission Number 1360627

Cylinda Reichard (SEAL)
Notary Public
My commission expires:

CERTIFICATE OF RESIDENCE

I hereby certify that the correct address and place of business of the Grantee herein is:
20 E. Church St., Lock Haven, PA 17745

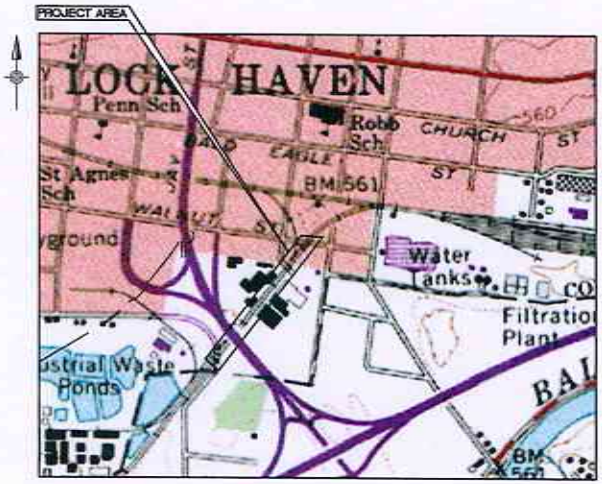
Justin K. Hoover
Agent or Attorney for Grantee

EXHIBIT "A"

PRELIMINARY / FINAL SUBDIVISION PLAN

FOR

JOINT RAIL AUTHORITY RIGHT-OF-WAY DEDICATION
CITY OF LOCK HAVEN, CLINTON COUNTY, PENNSYLVANIA



PROJECT LOCATION MAP

SCALE: 1"=500'

CITY OF LOCK HAVEN

APPROVED BY THE LOCK HAVEN CITY PLANNING COMMISSION, THIS ____ DAY OF _____, 20____

SIGNED_____ CHAIRMAN

SIGNED_____ SECRETARY

RECORDED DEED

A COPY OF THE SIGNED FINAL PLAN SHALL BE RECORDED IN THE OFFICE OF THE CLINTON COUNTY RECORDER OF DEEDS WITHIN NINETY (90) DAYS AFTER APPROVAL OF THE FINAL PLAN OR THE APPROVAL OF THE PLANNING COMMISSION SHALL BE NULL AND VOID.

RECORDED IN MAP BOOK_____, PAGE_____

ON_____, 20____

CERTIFICATION OF OWNERSHIP AND ACKNOWLEDGMENT OF PLANS

ON THIS, THE _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED_____, WHO, BEING DULY SWORN ACCORDING TO LAW, DEPOSES AND SAYS THEY ARE THE LEGAL OWNERS OF THE PROPERTY SHOWN ON THE PLAN AND THAT THEY ACKNOWLEDGE THE SAME TO BE THEIR ACT AND PLAN AND DESIRE THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW.

WITNESS MY HAND AND SEAL ON THE DAY AND DATE WRITTEN ABOVE.

MY COMMISSION EXPIRES_____, 20____

PROFESSIONAL LAND SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY AND PLAN ARE CORRECT TO THE BEST OF MY KNOWLEDGE.

CHRISTOPHER P. IACHINI
LARSON DESIGN GROUP
1000 COMMERCE PARK DRIVE
SUITE 201
WILLIAMSPORT, PA 17701

SURVEYOR SIGNATURE_____DATE_____

CITY ENGINEER CERTIFICATE

ALL IMPROVEMENTS HAVE BEEN PROPERLY INSTALLED IN ACCORD WITH THE REQUIREMENTS OF THE REGULATIONS OF THE FINAL PLAT REQUIREMENTS (§352-19) AND THE ACTION OF THE PLANNING COMMISSION GIVING APPROVAL TO THE PRELIMINARY PLAT

CITY ENGINEER SIGNATURE_____DATE_____

GENERAL NOTES:

1. THE PURPOSE OF THE SUBDIVISION IS TO CONVEY LAND AND IMPROVEMENTS FROM THE OWNER TO THE CITY OF LOCK HAVEN. NO NEW TAX PARCELS ARE TO BE CREATED.
2. OWNER: SEDA-COG JOINT RAIL AUTHORITY
   201 FURNACE ROAD
   LEWISBURG, PA 17837
3. ZONING: N/A
4. FEATURES, CONTOURS, PROPERTY, AND RIGHT-OF-WAY LINES ARE BASED ON A SURVEY PREPARED BY DANIEL VASSALLO IN MARCH OF 2015 AND SUPPLEMENTED BY LARSON DESIGN GROUP SURVEY IN MARCH, 2015. SAID TOPOGRAPHIC SURVEY IS SUPPLEMENTED BY LIDAR AND OTHER FIELD MEASUREMENTS TO ENCOMPASS THE ENTIRETY OF THE PROJECT AREA.
5. THE SITE IS COMPRISED OF UX URBAN LAND-LINDEN COMPLEX.
6. PLATES, BLOCKS, AND PARCEL ID NUMBERS WERE TAKEN FROM THE CLINTON COUNTY GIS ONLINE MAPPING APPLICATION.
7. ANNOTATION OF SPECIFIC SITE FEATURES MAY HAVE BEEN OMITTED FROM THIS PLAN FOR CLARITY OF THE FEATURES RELATED ONLY TO THE SUBDIVISION OF PROPERTY. SPECIFIC SITE FEATURES INCLUDING PROFILES, ROADWAY SECTIONS, UTILITY PROFILES, ETC. CAN BE FOUND ON CONSTRUCTIONS PLANS DATED 22.MAY.2016, ELECTRONICALLY PROVIDED TO THE CITY ENGINEER ON 22.JUNE.2016.

NO.	DATE	ISSUE / REVISIONS	COMMENTS	BY	CHKD
0	06.07.2016	INITIAL SUBMISSION		EJH	CPI

Larson Design Group

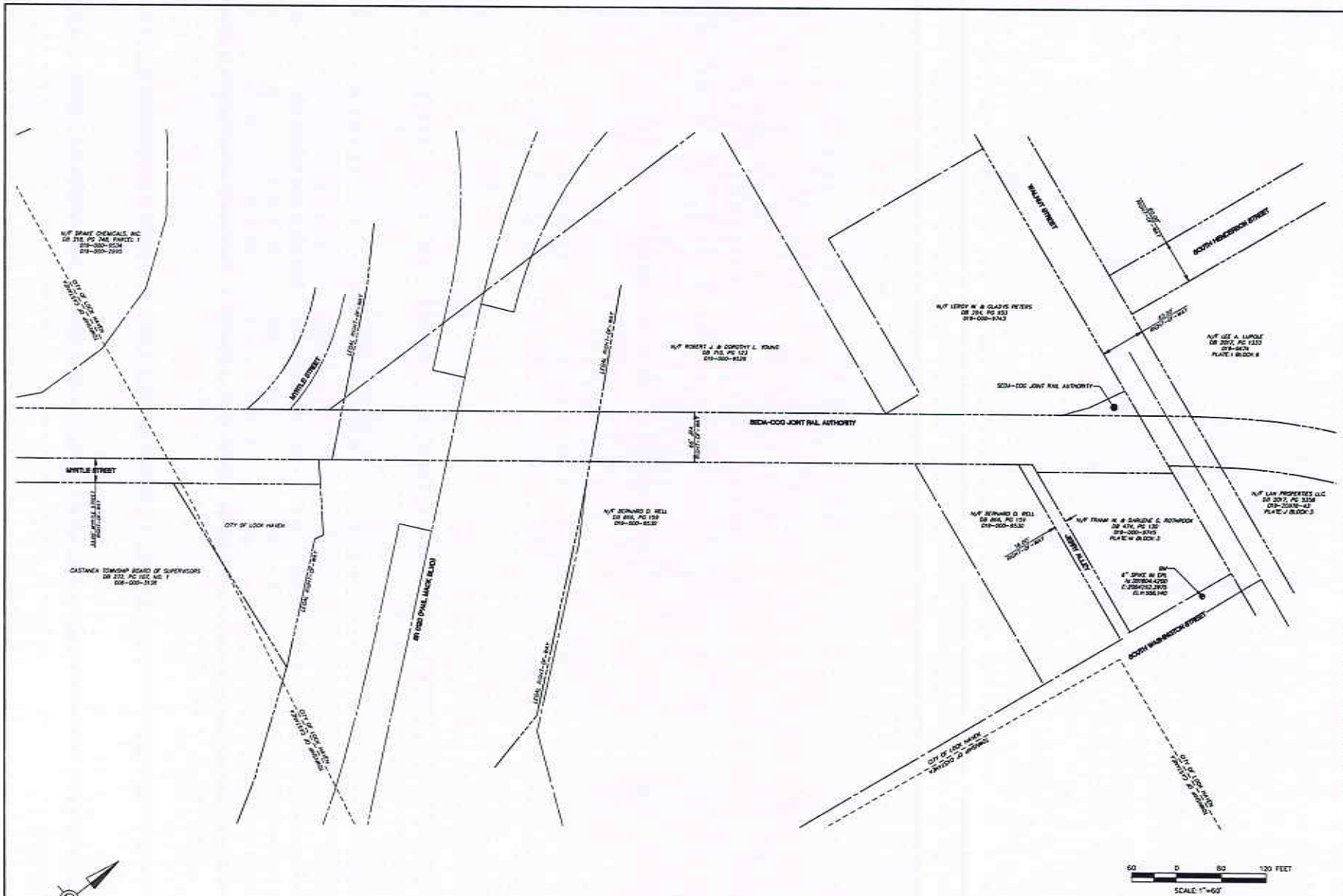
COVER
PRELIMINARY / FINAL
RIGHT OF WAY / SUBDIVISION PLAN
CITY OF LOCK HAVEN, CLINTON COUNTY, PENNSYLVANIA

SEDA-COG Joint Rail Authority
201 Furnace Road
Lewisburg, PA 17837
PHONE: (570) 524-4491

Larson Design Group • Architects Engineers Surveyors
1780 Route 522
Selinsgrove, PA 17870
PHONE: 570.374.0700 TOLL FREE 877.323.6603
FAX: 570.374.5703 • www.larsondesigngroup.com

SHEET NO. G0.00

PROJECT NO. 5521-031



NOTE: PERIMETER AND ADJOINING PARCEL LINES ESTABLISHED BY ANDREW J. SOMASHINSKI, P.L.S. (LDG - MAY 2015). PROPOSED PARCEL LINES ESTABLISHING THE LANDS TO BE DEDICATED TO THE CITY OF LOCK HAVEN FOR STREET RIGHT OF WAY BY CHRISTOPHER P. IACHINI, P.L.S. ON 8/20/2018.

NO.	DATE	ISSUE / REVISIONS	DR.	CHK.
0	08.21.2018	INITIAL SUBMISSION (SEWER)	KAH	BIT

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EXISTING PARCEL TRACT MAP
PRELIMINARY / FINAL
RIGHT OF WAY / SUBDIVISION PLAN
CITY OF LOCK HAVEN, CLINTON COUNTY, PENNSYLVANIA

SEDA-COG Joint Rail Authority
201 Furnace Road
Lewisburg, PA 17837
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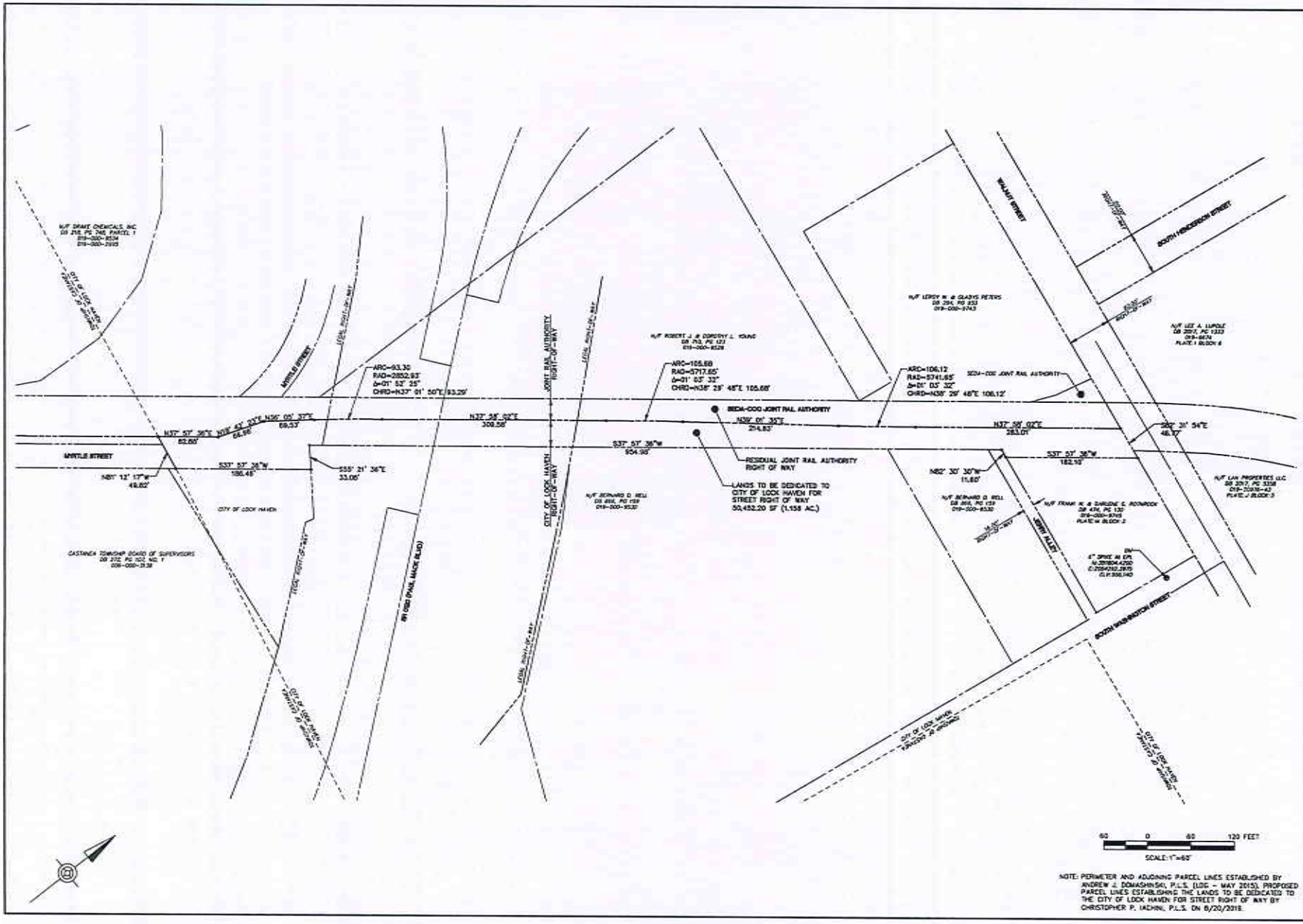
SHEET NO. C1.00

PROJECT NO. 5521-031



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NO.	DATE	BY	REVISION	CHKD	BY
0	08.21.2018	RTM	SUBMISSION	SMT	CPI

15544 / REVISIONS

It is a violation of the law for any person, unless acting under the direction of a licensed professional Engineer or Land Surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional Engineer or Land Surveyor is affixed to any plans, plat or report not embodying a seal and seal impression or the land sketch accompanied by an original signature by the licensed professional Engineer or Land Surveyor, the plans, plat or report are not to be relied on as original copy. Copyright Protected 2018, Larson Design Group.

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RIGHT-OF-WAY SUBDIVISION OVERVIEW
PRELIMINARY / FINAL
RIGHT OF WAY / SUBDIVISION PLAN
CITY OF LOCK HAVEN, CLINTON COUNTY, PENNSYLVANIA

SEDA-COG Joint Rail Authority
201 Turnpike Road
Lewisburg, PA 17837
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Larson Design Group • Architects Engineers Surveyors
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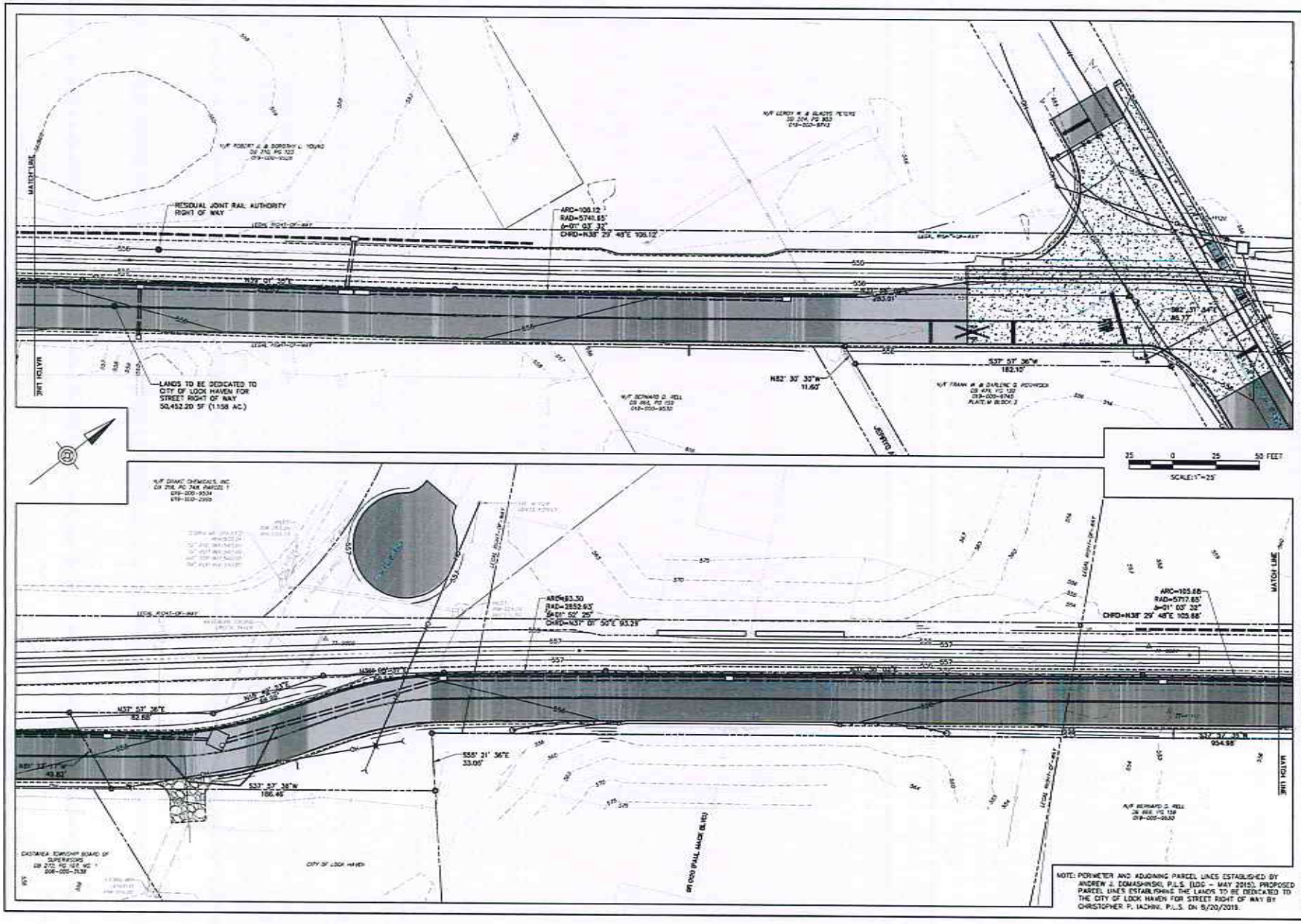
SHEET NO. C2.00

PROJECT NO. 5521-031



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NO.	DATE	INITIAL	TRANSMISSION	ISSUE / REVISIONS	BY	CK
1	08.21.2019	PLSB			SAM	CPI

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STREET RIGHT-OF-WAY PRELIMINARY / FINAL RIGHT OF WAY / SUBDIVISION PLAN

CITY OF LOCK HAVEN, CLINTON COUNTY, PENNSYLVANIA

SEDA-COG Joint Rail Authority
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SHEET NO.: C2.01

PROJECT NO.: 5521-031