

PJC\8547DEED.HON\01/10/90

DEED OF DEDICATION

THIS DEED OF DEDICATION, made this 11th day of January, 1990, between CARRIAGE HILL ESTATES, LTD., a Pennsylvania corporation, (hereinafter called the "Grantor")

AND

THE TOWNSHIP OF HONEY BROOK, a Second Class Township, organized and existing under the laws of the Commonwealth of Pennsylvania, situate in Chester County, Pennsylvania (hereinafter called the "Grantee").

W I T N E S S E T H:

WHEREAS, the said Grantor has laid out a subdivision known as "Carriage Hill Estates" within the Township of Honey Brook, Chester County, Pennsylvania, as more fully described in a Plan prepared by J. Haines Shertzer Associates, dated February 3, 1987, last revised June 18, 1987, Drawing No. BE-530, recorded in the Recorder of Deeds Office in and for Chester County, Pennsylvania; and

WHEREAS, Friendship Drive is a street shown on the aforementioned Plan; and

WHEREAS, the Grantor now desires to convey title in and to portions of said street as hereinafter set forth.

NOW, THIS INDENTURE WITNESSETH, that the said Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00), as well as for diverse other considerations affecting the public welfare, which the Grantor seeks to advance, has granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the Grantee, its successors and assigns:

ALL THAT CERTAIN strip of land comprising a portion of the bed of Friendship Drive, situate on the north side of Reservoir Road in Honey Brook Township, Chester County, Pa., as shown on a plan prepared by J. Haines Shertzer Associates, dated 3 February, 1987, last revised 6/18/87, Drawing No. BE-530, recorded in the Recorder of Deeds Office in and for Chester County, Pa., and being more fully bounded and described as follows:

ALL THAT CERTAIN strip of land comprising the bed of Friendship Drive, situate on the north side of Reservoir Road, west of Pennsylvania Route 10, as shown on a plan prepared by J. Haines Shertzer Associates, dated 3 February 1987, Drawing No. BE-530, and being more fully bounded and described as follows:

BEGINNING at a point, said point being the intersection of the centerline of Friendship Drive with the centerline of Reservoir Road; thence along the centerline of Reservoir Road, S 75 degrees 33' W, a distance of 41.20 feet to a point; thence crossing Reservoir Road, N 14 degrees 27' W, a distance of 16.5 feet to a rebar, a corner of Lot No. 1, as shown on said plan; thence along the same, the two following courses and distances: (1) in a line curving to the left having a radius of 20 feet, and an arc distance of 29.19 feet, the chord of said arc being, N 33 degrees 44' 32" E, a distance of 26.67 feet to a point, and (2) N 08 degrees 03' 55" W, a distance of 131 feet more or less to a point on the boundary line between Chester County and Lancaster County; thence along the same, a distance of 51.75 feet more or less to a point in line of Lot No. 19, as shown on said plan; THENCE along the same, the following two courses and distances: (1) S 08 degrees 03' 55" E, a distance of 135 feet more or less to a rebar, and (2) in a line curving to the left, having a radius of 20 feet, and an arc distance of 33.64 feet, the chord of said arc being, S 56 degrees 15' 28" E, a distance of 29.82 feet to a rebar; THENCE crossing Reservoir Road, S 14 degrees 27' E, a distance of 16.50 feet to a point on the centerline of Reservoir Road; THENCE along the same, S 75 degrees 33' W, a distance of 49.36 feet to a point, the Place of Beginning.

TOGETHER with all and singular the ways, waters, watercourses, rights, liberties, privileges, herditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever, in law, equity, or otherwise howsoever, of, in, to, or out of the same.

TO HAVE AND TO HOLD the said lots or pieces of land above-described unto the said Grantee, its successors and assigns forever, as and for a public street and for no other use or purpose whatsoever, and to the same intent and with the same effect as if the said street had been opened by a decree of the Court of Common Pleas of Chester County after proceedings duly had for that purpose under and in pursuance of the road laws of the Commonwealth of Pennsylvania, or as if the said street had been opened under the provisions of the Second Class Township Code of the State of Pennsylvania.

AND the said Grantor, for itself, its successors or assigns, by these presents covenants, promises and agrees to and with the said Grantee, its successors and assigns, that neither the said Grantor nor its successors

or assigns shall and will at any time hereafter ask, demand, recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading of said street to the grade as now established by the Grantee, and if such grade shall not be established at the day of the date of these presents, that neither the said Grantor nor its successors or assigns shall or will at any time thereafter ask, demand, recover or receive any such damages by reason of the physical grading of said streets to conform to the grades as first thereafter established or confirmed by the said Grantee.

AND the said Grantor does covenant, promise and agree to and with the said Grantee, its successors and assigns that he, the said Grantor, has not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall, or may be impeached, charged or encumbered, in title, charge, estate or otherwise howsoever.

AND the said Grantor, for itself, its successors or assigns, does by these presents further covenant, promise and agree, to and with the said Grantee, its successors and assigns, that the said street above-described unto the said Grantee, its successors and assigns, and against him, the said Grantor, its successors or assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof by, from, or under him, them or any of them, shall and will warrant and forever defend.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed the day and year first above written.



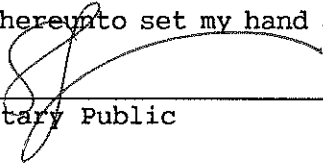
Attest: Ruth A. Stone
Secretary

CARRIAGE HILL ESTATES, LTD.
By: [Signature]
President

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Chester : ss.

On this 11th day of January, 1990, before me, a Notary Public, the undersigned official, personally appeared LEWIS R. FRAME, JR., who acknowledged himself to be the President of CARRIAGE HILL ESTATES, LTD., a Pennsylvania corporation, and that as such officer and being authorized to do so, executed the foregoing Deed of Dedication for the purposes therein contained by signing the name of the Corporation by himself as such officer.

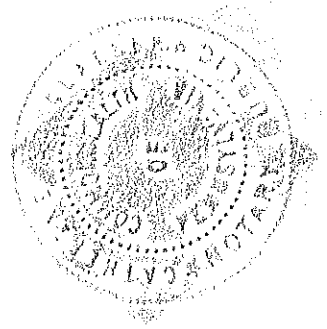
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.



Notary Public

My Commission Expires:

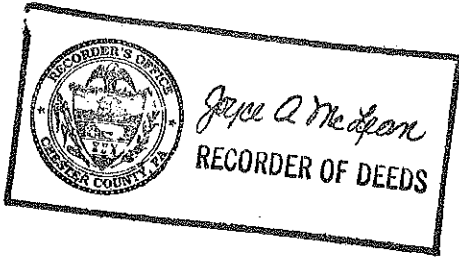
NOTARIAL SEAL
CATHERINE S. GLAESER, Notary Public
Honey Brook Borough - Chester County, PA
My Commission Expires Jan. 21, 1992



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RECORDER OF DEEDS
CHESTER COUNTY, PA.

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