

RESOLUTION 08-2022

**RESOLUTION OF THE BOROUGH OF MECHANICSBURG AUTHORIZING
EXECUTION OF A DEED OF DEDICATION OF STORMWATER FACILITIES
TO
THE MUNICIPAL AUTHORITY OF THE BOROUGH OF MECHANICSBURG**

WHEREAS, the Borough and the Authority entered into a Stormwater Facilities Exchange Agreement dated September 1, 2020, (the “Agreement”) pursuant to which the Borough agreed to transfer to the Authority ownership of all stormwater sewer facilities owned by the Borough, for the purpose of having the Authority own and operate said stormwater sewer facilities (hereinafter collectively “Stormwater Sewer Facilities”); and

WHEREAS, to consummate the transaction contemplated under the Agreement, the Borough has caused to be prepared the Deed of Dedication of Stormwater Facilities, attached hereto as Exhibit A, conveying all Stormwater Sewer Facilities located in the Borough of Mechanicsburg to the Municipal Authority of the Borough of Mechanicsburg.

NOW THEREFORE, BE IT RESOLVED that the Borough Council does hereby approve the Deed of Dedication of Stormwater Facilities and does hereby authorize and direct the Council President or Vice President to execute the same on behalf of the Borough and to take all other action required to complete the conveyance of Stormwater Sewer Facilities to the Authority.

RESOLVED this 5th day of April, 2022.

ATTEST:

BOROUGH OF MECHANICSBURG

President, Borough Council

EXHIBIT A

Deed of Dedication of Stormwater Facilities

Prepared By and Return to:
Michael J. Cassidy, Esquire
Johnson Duffie
301 Market Street
Lemoyne PA 17043-0109

Tax Parcel Nos. 17-24-0789-104EX
18-22-0519-264EX

DEED OF DEDICATION OF STORMWATER FACILITIES

THIS INDENTURE made this ____ day of June, in the year of our Lord two thousand twenty-two (2022),

By

BOROUGH OF MECHANICSBURG, a political subdivision of the Commonwealth of Pennsylvania,

GRANTOR

and

THE MUNICIPAL AUTHORITY OF THE BOROUGH OF MECHANICSBURG, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania,

GRANTEE

WITNESSETH, that the said GRANTOR for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the GRANTEE, the receipt of which is acknowledged, has granted, bargained, and sold and by the presents does dedicate, grant, bargain, sell and convey unto GRANTEE, its successors and assigns:

Tract No. 1 (Parcel No. 17-24-0789-104EX)

ALL THAT CERTAIN tract of unimproved land situated in the Second Ward in the Borough of Mechanicsburg, County of Cumberland and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the southern side of Darla Road on the lot side of a sidewalk at the dividing line between Lot A and Lot No. 3 as shown on the hereinafter mentioned plan of lots; thence along said dividing line between Lot A and Lot No. 3, South 25 degrees 9 minutes East, a distance of 109.16 feet to a point at lands now or formerly of Ellen Hess Smith and Joseph H. Hess; thence along said latter lands, South 64 degrees 51 minutes West, a distance of 75 feet to a point at the dividing line between Lot A and Lot No. 4, North 25 degrees 9 minutes West, a distance of 109.97 feet to a point on the lot side of the sidewalk on the southern side of Darla Road;

thence along said side sidewalk, North 65 degrees 28 minutes 20 seconds East, a distance of 75 feet to a point on the same at the dividing line between Lot A and Lot No. 3 as shown on the hereinafter mentioned plan of lots, the place of **BEGINNING**.

BEING Lot A as shown on a plan of lots entitled "Preliminary/Final Subdivision Plan for Heritage Acre" dated April 14, 1999 (last revised July 20, 1999) and recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, in Plan Book 79, Page 143.

BEING a portion of that certain larger premises which Sechrist Development Corp. (also known as Sechrist Development Corporation), a Pennsylvania business corporation, by its deed dated November 4, 2003, and recorded September 2, 2004 in the Recorder of Deeds in and for Cumberland County Pennsylvania, in Deed Book 265, Page 211, granted and conveyed unto the Borough of Mechanicsburg, a municipality in Cumberland County, Pennsylvania.

Tract No. 2 (Parcel No. 18-22-0519-264EX)

ALL THAT CERTAIN tract of unimproved land situated in the Borough of Mechanicsburg, Cumberland County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a concrete monument located at the northeast corner of the intersection of Walnut Street and Schoolside Drive; thence along the northern boundary of the right-of-way for Schoolside Drive, South 75 degrees 45 minutes West, a distance of 773.93 feet to a point at the southeast corner of Lot No. 1 of block "E" in Wynnewood Park; thence along the eastern boundary of said Lot No. 1, North 01 degree 47 minutes 10 seconds East, a distance of 96.26 feet to a point at the southern corner of Lot No. 2 of block "E" of Wynnewood Park; thence along the southeast boundary of said Lot No. 2, North 43 degrees 52 minutes 30 seconds East, a distance of 135.96 feet to a point at lands now or formerly of Cumberland Wilson Estates Incorporated; thence North 75 degrees 45 minutes East, a distance of 170.00 feet to a point; thence North 71 degrees 00 minutes East, a distance of 441.30 feet to a point at the western right-of-way of Walnut Street; thence along the western right-of-way of Walnut Street, South 19 degrees 27 minutes East, a distance of 97.39 feet to a point; thence continuing along the western right-of-way of Walnut Street, South 21 degrees 32 minutes East, a distance of 104.71 feet to the point of **BEGINNING**.

BEING a 2.90-acre tract depicted in the "Final Plan Recreation Area Wynnewood Park" recorded in the Office of the Recorder of Deeds for Cumberland County, Pennsylvania on July 6, 1976, at Plan Book 28, Page 49.

Together with:

(a) the non-exclusive, free and uninterrupted use, liberty, and privilege of and passage in and along certain parcels of ground, street rights-of-way or other public rights-of-way situated in the Borough of Mechanicsburg, Cumberland County, Pennsylvania; and

(b) all storm sewers, pipes, conduits, mains, inlets, culverts, catch basins, gutters, manholes, ditches, channels, basins and detention ponds, drains, outfall lines, and all devices appliances, and

stormwater BMP's, stormwater system and all other necessary public improvements along and under said parcels or parcels of ground and rights-of-way, together with any necessary appurtenances (collectively the "Improvements"), which shall not be extended beyond the aforesaid parcel, parcels of ground or rights-of-way, to which the easement herein granted appertains. The easement being granted to the GRANTEE herein being for the purpose of permitting Grantee, its successors and assigns, to construct, install, reconstruct, repair and maintain existing and future Improvements as part of a stormwater management system or systems.

AND the GRANTOR, for itself, its successors and assigns, does by these presents herein covenant, to and with the GRANTEE, its successors and assigns, that said access above described, along with full right, title, and interest in and to all the Improvements which are located or which are to be located within same, unto the said GRANTEE, its successors and assigns, against it, and the said GRANTE, its successors and assigns, and against all and any person or person whomsoever lawfully claiming or to claim the same or any part thereof by, from or under it, them or any of them, shall and will warrant and forever defend.

TO HAVE AND TO HOLD the same perpetually to the GRANTEE, its successors, and assigns so long as any portion of the Improvements is used and maintained upon the aforesaid parcel or parcels of ground, together with the right and privilege at any and all times to enter the aforesaid parcel or parcels of ground or any part thereof, for the purpose of constructing, reconstructing, and maintaining the Improvements, and for making connections therewith; all upon the condition that the GRANTEE, its successors and assigns will and at all times, after doing any work in connection with the construction, reconstruction, repair, or maintenance of any of the Improvements, restore the premises as nearly as possible to the condition in which same were found before such work was undertaken.

THIS IS A TRANSACTION BETWEEN TWO MUNICIPAL GOVERNMENTAL ENTITIES AND IS THEREFORE EXEMPT FROM REALTY TRANSFER TAX.

In Witness Whereof, GRANTOR has executed this Indenture as of the day, month and year first above written.

ATTEST:

Secretary

GRANTOR:

BOROUGH OF MECHANICSBURG

By: _____
(Vice) President

GRANTEE:

THE MUNICIPAL AUTHORITY OF THE
BOROUGH OF MECHANICSBURG

ATTEST:

Secretary

By: _____
(Vice) Chairperson

COMMONWEALTH OF PENNSYLVANIA :
: **SS:**
COUNTY OF CUMBERLAND :

On this, ____ day of _____, 2022, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer personally appeared _____, (Vice) President of Borough Council, Mechanicsburg Borough, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: **SS:**
COUNTY OF CUMBERLAND :

On this, ____ day of _____, 2022, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer personally appeared _____, (Vice) Chairperson of the Municipal Authority of the Borough of Mechanicsburg, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

Certificate of Residence

I hereby certify that the precise residence of the Grantee herein is as follows:

The Municipal Authority of the Borough of Mechanicsburg
36 W. Allen Street
Mechanicsburg, PA 17055

Attorney for Grantee