

OLD YORK ROAD SKATING CLUB, INC.

CHURCH AND OLD YORK ROADS, ELKINS PARK, PA. 19117 • MEIrose 5-0331

March 26, 1974

Mr. John L. Backus
Executive Director
Redevelopment Authority
Of The County of Montgomery
700 East Johnson Highway
Norristown, Pennsylvania 19401

Dear Mr. Backus:

We appreciated the opportunity to meet with you and the representatives of the Cheltenham Township on March 22, 1974 to present the needs of the Old York Road Skating Club, Inc. for access to and use of a portion of the land at the south end of the Skating Club's facility in connection with the Ogontz Center Urban Renewal Area.

The Old York Road Skating Club, Inc. is a non-profit corporation, whose present charter was granted in 1962. It was the successor to an unincorporated association which utilized the skating facility at the same location since 1956. The property formerly owned by the Old York Road corporation was acquired by the present non-profit corporation upon its formation in 1962, for continued use as a skating rink.

The skating facility has been in continuous use since 1956. The Club operates a full skating program throughout every day from approximately mid-October to mid-April each year, including figure-skating, boys' hockey, adult dance and club sessions for its members, and also makes its facilities available to other residents of the surrounding communities in public skating sessions, on payment of a modest fee. There are six two-hour public sessions every week in addition to two such sessions each day during Thanksgiving and Christmas holidays.

Since the skating facility was first constructed in 1956, there has been vehicular access to the rink at the south end of the building. In an informal meeting between Club officers and Township authorities a few years ago, the officers of the Club were advised that their needs would be kept in mind in connection with the proposed Ogontz Center Urban Renewal.

It is indispensable to the continued operation of the skating rink that the Club be provided with the following easements:

(1) The permanent use of an area at the service end of the skating rink, extending a distance of 30 feet southward from the south end of the property of Old York Road Skating Club, Inc., by 100 feet measured eastwardly from the railroad right of way of the Reading Company, for the following purposes:

(a) removal and disposal of ice scrapings from the rink, an average of about ten times per day during the skating season;

(b) maintenance of the Philadelphia Electric Company transformer installation;

(c) trash and garbage pick-up;

(d) turn-around of the Zamboni ice-scraper;

(e) turn-around of delivery and service vehicles;

(f) incidental maintenance and service pertaining to the skating rink.

(2) Access from Old York Road for vehicular entry to the above area and the inside of the skating rink, for the necessary operation, maintenance and repair of the skating facility, including:

(a) access to the mechanical room for repairing compressors and associated ice-making equipment;

(b) access for deliveries of fuel oil, ammonial cylinders for ice-making and all other materials for repairing and maintaining the building which can not be carried by hand;

(c) access for vehicles involved in maintenance of the Philadelphia Electric Company power-feed and transformer for the electric power to the skating rink and building;

(d) access for fire, police, ambulance and other emergency equipment;

(e) access for getting the Zamboni ice scraping machine in and out of the skating rink;

Mr. John L. Backus
March 26, 1974
Page 3

(f) access for vehicles to remove garbage and trash;

(g) access for other vehicles necessary to the service or operation of the rink, not including the private vehicles of members, other skaters and visitors.

All of the above uses are essential to the operation of the rink and, without such access and facilities, the Club could not continue to operate the skating facility. There is no other vehicular access to the Club property.

In this connection, the Skating Club will provide adequate drainage for melted ice scrapings on its own property, will continue to prohibit pedestrian entry to the rink at the service end of the rink, and will be willing to provide suitable shrubbery or desired landscaping at the portion of the ground provided for the Club's use, in accordance with the plans of the developer.

It is understood that the 30-foot wide strip at the south end of the rink for the Club use would be maintained at approximately its existing grade, and the vehicular access would be provided at grade suitable for service vehicles.

We are grateful for your consideration of the needs of the Old York Road Skating Club, Inc.

Very truly yours,

Robert M. Katz
President

cc: Mr. Clyde Stone
Mr. Nicholas D. Melair, Jr.
Mr. Frank A. Cona

BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP

TOWNSHIP BUILDING • 8230 OLD YORK ROAD

BOX 8845 • ELKINS PARK • MONTGOMERY COUNTY • PENNSYLVANIA 19117

James L. Price, President
Robert J. Hannum, Vice President

Walter Ellman
Robert H. Fritz
Robert Haakenson
Gordon G. Lawrence
Allan H. Reuben



Clyde C. Stone, Township Manager

Samuel H. High, Jr., Esq., Solicitor
Charles F. Nahill, Jr., Treasurer
Nicholas D. Melair, Jr., Township Engineer

Telephone: TU-7-1000
(215) 261-1000

RECORDED

JUN 19 1975

June 18, 1975

HENKELS & MCCOY, Inc.
ENGINEERING DEPT.

Mr. Regis Kubit
Henkels & McCoy
Jolly Road
Blue Bell, Pa. 19422

Dear Mr. Kubit;

This is to confirm our recent telephone discussion regarding the existing water service to the Old York Road Skating Club.

While our contractor was attempting to complete the road project, it was noted that the water line which services the Skating Club was very shallow. I call this to your attention because the line may freeze next winter.

We have decided to delete the proposed new sidewalk on the northerly side of the road, which is where the existing water main lies, until such time that your proposed new water line and also the one proposed by Hassinger, Schwam and White is completed.

Please contact this office in advance of starting any work so that the right-of-way to be granted by the Township can be formalized.

Very truly yours,

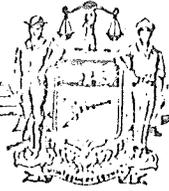
A. V. Sorrenti

A. V. Sorrenti
Assistant Township Engineer

AVS:dsk

cc: Hassinger, Schwam and White
39 East School House Lane
Phila., Pa. 19144

REDEVELOPMENT AUTHORITY



MONTGOMERY COUNTY

700 E. JOHNSON HIGHWAY • NORRISTOWN, PA. 19401
(215) 277-4430

STANLEY B. KITZELMAN, JR., *Chairman*

WILLIAM F. ROSS, *Vice Chairman*

EDWARD F. MOORE, JR., *Treasurer*

JAY G. OCHROCH, *Assistant Treasurer*

SIDNEY POLLOCK, *Secretary*

JOHN L. BACKUS
EXECUTIVE DIRECTOR

PAUL D. NORTH, ESQUIRE
COUNSEL

October 10, 1974

Mr. David M. Jurenko, President
Old York Road Skating Club
Church and Old York Roads
Philadelphia, Pennsylvania 19117

Re: Deed of Easement and Collateral
Agreement with OYRSC
Ogontz Center U.R.A.
Cheltenham, Pa.

Dear Mr. Jurenko:

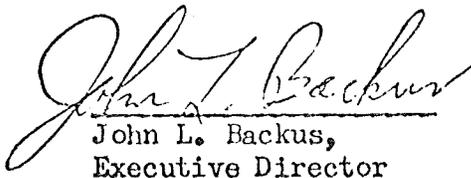
Enclosed is one (1) copy each of the subject documents. We earnestly feel that these documents accurately reflect the conclusions of all the negotiations previously conducted with the Township, the Skating Club and this Authority. However, if, in your opinion, they do not so reflect those decisions, please advise as quickly as possible as we would like to conclude this matter at the earliest possible time.

We do not feel free to proceed with the final stages of execution until this matter is resolved. Therefore, your expeditious actions would be appreciated.

You may note from the attached letter to the Township that we have asked them to forward the original of the Agreement to you as soon as they have acted affirmatively.

If you have any questions concerning this matter, please do not hesitate to contact us.

Sincerely,


John L. Backus,
Executive Director

Att.

cc:
Mr. Robert Katz

REDEVELOPMENT AUTHORITY



STANLEY B. KITZELMAN, JR., *Chairman*
WILLIAM F. ROSS, *Vice Chairman*
EDWARD F. MOORE, JR., *Treasurer*
JAY G. OCHROCH, *Assistant Treasurer*
SIDNEY POLLOCK, *Secretary*

MONTGOMERY COUNTY

700 E. JOHNSON HIGHWAY • NORRISTOWN, PA. 19401
(215) 277-4430

JOHN L. BACKUS
EXECUTIVE DIRECTOR

PAUL D. NORTH, ESQUIRE
COUNSEL

November 1, 1974

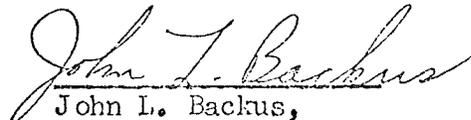
Mr. David M. Jurenko, President
Old York Road Skating Club
Church and Old York Roads
Elkins Park, Pennsylvania 19117

Re: Collateral Agreement with
Old York Road Skating Club
and Cheltenham Twp., Pa.

Dear Mr. Jurenko:

Attached for your files is a copy of the fully
executed Agreement referenced above.

Sincerely,


John L. Backus,
Executive Director

Att.

AGREEMENT

BY AND AMONG the Township of Cheltenham, a municipal body, hereinafter referred to as "the Township"; the Redevelopment Authority of the County of Montgomery, a municipal corporation, hereinafter referred to as "the Authority" and Old York Road Skating Club, Inc., a Non-Profit corporation organized and existing under the Non-Profit laws of the Commonwealth of Pennsylvania, hereinafter referred to as "the Club".

WITNESSETH:

WHEREAS, the Authority is engaged in an Urban Renewal Project known and designated as the Ogontz Center Urban Renewal Area on behalf of the Township for Urban renewal purposes; and,

WHEREAS, the portion of the project designated as Disposition Parcel number 3 is the site upon which the Authority is presently engaged in site preparation by way of excavation to prepare the land for redevelopment; and,

WHEREAS, it is the intention of the Authority, at the instance of the Township, to seek a redeveloper for said Disposition Parcel number 3 for use as a commercial shopping area; and,

WHEREAS, the Club is presently engaged in the operation of a skating rink whose premises abut Disposition Parcel number 3 on the Northwest aspect thereof, and through which the Club has had in the past, and has need of in the future, access for the purpose of removal of ice scrapings, and maintenance of the Philadelphia Electric Company's transformer, removal of trash and garbage, delivery of supplies, servicing of equipment incidental to the operation, maintenance, and repair of the Club facilities; and,

WHEREAS, it is the purpose of this Agreement to provide that the

Authority shall incorporate into its proposals and Agreements with any re-developer of Disposition Parcel number 3 that an easement be provided to the Club for the purposes above stated; and,

WHEREAS, the Township desires to secure from the Club a commitment regarding the operation of the Club regarding the availability of the Club facilities to residents of Montgomery County as hereinafter provided.

NOW, THEREFORE, upon consideration of the mutual covenants hereinafter set forth and agreeing to be legally bound hereby, the parties agree as follows:

1. The Authority, through its proposal and documents with its re-developer shall provide access to the premises of the Club through the property to be redeveloped by the Authority for the following purposes and no other:

(a) To provide access way for vehicular entry to the storage and load areas for which an easement has been granted, collateral hereto, within the property lines of the parcel of the Authority adjacent to the Club at the Northwest corner.

(b) The right of access from York Road and/or Church Road shall be maintained by any purchaser or developer of Disposition Parcel number 3 for the purpose of vehicular access, to provide for removal of ice scrapings, maintenance of the Philadelphia Electric transformer, removal of trash and garbage, delivery of supplies, service of equipment incidental to the operation, maintenance and repair of the Club facilities, to provide access for fire, police, ambulance and any other emergency equipment. This provision shall not be interpreted to include access for private vehicles of patrons, members or guests or their vehicles.

(c) That the Club shall provide adequate drainage for melted ice scrapings and surface water run-off within the confines of its own property.

2. That the Club shall provide suitable shrubbery as a screen to obscure the operations on the parcel mentioned in the easement collateral hereto and shall provide supplemental landscaping on said easement area in accordance with the comprehensive plan required of the future developer of the Disposition Parcel number 3, and further, that the Club shall deliver to the Authority a Performance Bond in the full amount of the estimated costs of the improvements for screening to be provided.

3. That the area of easement described in a Collateral Deed of Easement which is approximately 30 feet wide by 100 feet long at the Northwest corner of the Authority Disposition Parcel number 3 shall be maintained approximately with the existing grade provided that there may be an adjustment by way of a ramp to provide for vehicular access, as hereinabove permitted, to be constructed at the expense of the Club and that said ramp shall be integrated with and consistent with the proposed parking area of the redeveloper so as to minimize loss of parking spaces.

4. That the Club shall obtain an appropriate easement for its source of public water supply along another access road which abuts the Tookany Creek from the Township and the abutting property owner and submit to the Authority and to the Township evidence of the same.

5. That the access provided by this Agreement for the limited purposes as stated herein and the easement in a Collateral Deed of Easement shall inure to the benefit of the Club only and shall be limited accordingly and shall not be deemed to extend to any successor in interest without prior written approval of the Board of Commissioners of the Township.

6. The Club agrees to establish a limited membership category at a seasonal fee of \$1.50 and will schedule a minimum of two (2) two hour sessions each weekend during the skating season for such limited membership. Limited members residing in Montgomery County shall receive

TOWNSHIP OF CHILTERNHAM

[Handwritten Signature]

President pro tem

Attest:

[Handwritten Signature]
Secretary

REDEVELOPMENT AUTHORITY OF THE
COUNTY OF MONTGOMERY

[Handwritten Signature]

Chairman

Attest:

[Handwritten Signature]
Secretary

REDEVELOPMENT AUTHORITY



MONTGOMERY COUNTY

700 E. JOHNSON HIGHWAY • NORRISTOWN, PA. 19401
(215) 277-4430

STANLEY B. KITZELMAN, JR., *Chairman*

WILLIAM F. ROSS, *Vice Chairman*

EDWARD F. MOORE, JR., *Treasurer*

JAY G. OCHROCH, *Assistant Treasurer*

SIDNEY POLLOCK, *Secretary*

JOHN L. BACKUS
EXECUTIVE DIRECTOR

PAUL D. NORTH, ESQUIRE
COUNSEL

October 10, 1974

Mr. Clyde C. Stone, Township Manager
Township of Cheltenham
P. O. Box 8845
8230 Old York Road
Elkins Park, Pennsylvania 19117

Re: Deed of Easement and Collateral
Agreement with OYRSC
Ogontz Center U.R.A.
Cheltenham, Pa.

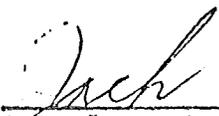
Dear Mr. Stone:

Enclosed is the original of the subject Collateral Agreement and a copy of a proposed Deed which we anticipate executing with the Skating Club. Please review both documents and advise us of the Township's acceptability. If the Township concurs with the Agreement, please forward same to the Skating Club so the appropriate officers may execute same.

We would very much appreciate action by both the Township and Skating Club by October 25, 1974, if possible, as we would like to obtain Authority Board approval at our meeting to be held on October 31, 1974, and be in a position to convey such easement immediately subsequent thereto.

However, if you have any questions concerning this matter, please do not hesitate to contact us.

Sincerely,



John L. Backus,
Executive Director

Encl.

cc:
Mr. Robert Katz
Mr. David M. Jurenko ✓



MONTGOMERY COUNTY

700 E. JOHNSON HIGHWAY • NORRISTOWN, PA. 19401
(215) 277-4430

JOHN L. BACKUS
EXECUTIVE DIRECTOR

PAUL D. NORTH, ESQUIRE
COUNSEL

ALFRED B. KITZELMAN, JR., *Chairman*
WILLIAM F. ROSS, *Vice Chairman*
EDWARD F. MOORE, JR., *Treasurer*
JAY G. OCHROCH, *Assistant Treasurer*
SIDNEY POLLOCK, *Secretary*

January 2, 1974

Mr. David M. Jurenko, President
Old York Road Skating Club
Church and Old York Roads
Elkins Park, Pennsylvania 19117

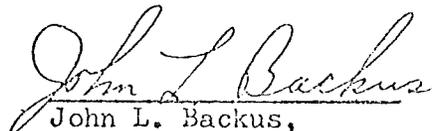
Re: Deed of Easement Parcel 3-A
Ogontz Center Project

Dear Mr. Jurenko:

Enclosed for your files is a copy of the Deed of Easement For Right-of-Way for Access, Ingress and Egress for the above.

Please acknowledge receipt of same on enclosed copy of this letter.

Sincerely yours,


John L. Backus,
Executive Director

Encl.

cc: Mr. Clyde C. Stone, Twp. Mgr.

The Above Deed has been received by the Old York Road Skating Club.

 1-6-75

DEED OF EASEMENT FOR
RIGHT OF WAY FOR ACCESS, INGRESS
AND EGRESS

000600

DEED made this 31ST day of OCTOBER, 1974, between the
Redevelopment Authority of the County of Montgomery, a Municipal Corpor-
ation, hereinafter referred to as the "Grantor", and the Old York Road
Skating Club, Inc., a Non-Profit organization and existing under the Non-
Profit laws of the Commonwealth of Pennsylvania, hereinafter referred to as
the "Grantee".

WHEREAS, the Grantor is the owner in fee simple of premises sit-
uate on the West side of York Road and Northeast of the North Pennsylvania
Railroad right-of-way in the Township of Cheltenham, County of M_ontgomery,
Pennsylvania, as more particularly shown on a plan thereof which is annexed
hereto and made a part hereof by reference, marked Exhibit "A"; and

WHEREAS, the Grantee is the owner in fee of a parcel of land ad-
joining the Grantor's land to the Northwest also along the North Pennsyl-
vania Railroad right-of-way as similarly shown on Exhibit "A" attached
hereto; and

WHEREAS, the Grantee is desirous of acquiring the use of a portion
of Grantor's land in the extreme Northwest corner thereof having dimensions
of 30 feet by 100 feet, more or less, as described in and shown on Exhibit
"A", and labled "Parcel A", for the purpose of utilizing said area to permit
adequate maneuver room for Grantee's Zamboni or similar machine and for
the deposit of ice scrapings from said machines, but water resulting from the
melting of said scrapings shall not be permitted to drain on adjacent property
of Grantor.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other
good and valuable considerations, the receipt whereof is hereby acknowledged,
the Grantor does hereby grant, bargain and convey to the Grantee only, an

easement for use of a parcel of ground as shown on a plan thereof attached hereto, labeled "Parcel A" and marked Exhibit "A" for the purpose of maneuvering room for Grantee's Zamboni or similar machine and for the deposit of ice scrapings from said machines, but water resulting from the melting of said scrapings shall not be permitted to drain on adjacent property of Grantor.

TO HAVE AND TO HOLD the same; together with the right and privilege at any and all times to enter on said parcel of land for the purposes above recited, unto the Grantee only.

The Grantor hereby reserves to itself, its successors and assigns, the right to make any use of the said parcel of land which does not interfere with the easement rights hereby granted, provided, however, that no building, structure or obstruction shall be erected on said parcel of land granted hereby without prior written approval of the Grantee.

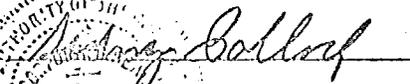
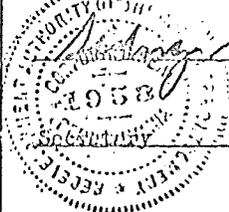
By acceptance of this Deed, the Grantee, shall be deemed to have agreed with the Grantor, its successors and assigns, that Grantee will maintain said parcel of land at its present grade in the same condition as it now is with the exception that a ramp may be constructed from the Grantor's adjacent ground in a collateral agreement which gives access to the Grantee over other lands of the Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto caused its Officers hands and the Corporate Seal to be affixed the day and year first above written.



Chairman

In the presence of:

| |
|------------------------|
| REALTY TRANS. TAX PAID |
| STATE |
| LOCAL |
| PER <i>W.S.C.</i> |

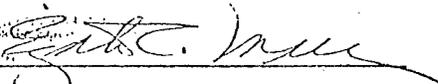
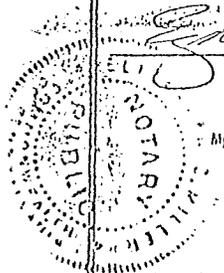
COMMONWEALTH OF PENNSYLVANIA :
SS
COUNTY OF MONTGOMERY :

ON this 18th day of November, 1974, before me, the subscriber,
a Notary Public in and for the Commonwealth of Pennsylvania residing at
Harrisburg personally appeared Sidney Pollock, Secretary of the
Redevelopment Authority of Montgomery County, who being duly sworn ac-
cording to law, says that he was personally present at the execution of the
above Indenture and saw the common or corporate seal of the said Authority
duly affixed thereto; that the seal so affixed thereto is the common or cor-
porate seal of the said Authority; that the above Indenture was duly sealed and
delivered by Stanley B. Kitzelman, Jr., Chairman of the said Authority, as
and for the act and deed of the said Authority, for the uses and purposes
therein mentioned, and that the names of this deponent as Secretary and of
Stanley B. Kitzelman, Jr., as Chairman of said Authority, subscribed to the
above Indenture in attestation of its due execution and delivery, are of their
and each of their respective handwritings.



Sidney Pollock

Sworn to and subscribed :
before me the day and year :
aforesaid. Witness my hand :
and notarial seal. :



NOTARY PUBLIC
HARRISBURG, MONTGOMERY COUNTY
My Commission Expires January 29, 1975

Metropolitan Engineers, Inc.

OGONTZ CENTER URBAN REHEWAL AREA

EASEMENT PARCEL 3A

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected, situate in the Township of Cheltenham, County of Montgomery and State of Pennsylvania, bounded and described according to a survey and plan thereof made by Metropolitan Engineers, Inc., of Philadelphia, Pennsylvania, dated September 17, 1974, being property of the Redevelopment Authority of Montgomery County.

Project No. Penna. R-120, Easement Parcel 3A, as follows to wit:

BEGINNING at an interior point, common corner of Disposition Parcel No. 3 and Old York Road Skating Club, Inc., which point is at the distance of 330.75 feet measured South $67^{\circ}29'30''$ West from another corner of Disposition Parcel No. 3, which corner is at the distance of 254.95 feet measured North $64^{\circ}44'41''$ West from a corner on the westerly Right-of-Way line of the intersection of Old York Road (about to be widened to variable width) with Church Road (60 feet wide) which last corner is at the distance of 16.76 feet measured North $08^{\circ}07'30''$ East along said Right-of-Way line from the angle point in the same.

THENCE, from the said interior point and along the northerly side of Disposition Parcel No. 3 North $67^{\circ}29'39''$ East 100.00 feet.

THENCE, crossing Disposition Parcel No. 3 the following two courses and distance:

South $23^{\circ}55'02''$ East, 30.00 feet and

South $67^{\circ}29'39''$ West, 100.00 feet to the westerly side of Disposition Parcel No. 3.

THENCE, along same North $23^{\circ}55'02''$ West 30.00 feet to the corner of Old York Road Skating Club, Inc., first mentioned point and place of BEGINNING.

CONTAINING 3,000 square feet (.07 acres, more or less).

DEED OF EASEMENT FOR RIGHT
OF WAY FOR ACCESS, INGRESS
AND EGRESS

between

50
100

REDEVELOPMENT AUTHORITY OF
THE COUNTY OF MONTGOMERY

and

THE OLD YORK ROAD SKATING
CLUB, INC.

DUFFY, NORTH, DUFFY & WILSON
ATTORNEYS-AT-LAW
104 N. YORK ROAD
HATBORO, PA. 19040

Montgomery County S. S.

Recorded in the Office for Recording of Deeds & c.

In and for said county in *Deed* book

No. *3990* Page *198* & c.

Witness my hand and seal of office this *19th*

day of *November* 19 *74*

Sullivan J. Asbjorn

Recorder

24 September 1975

Henkels and McCoy, Inc.
Jolly Road
Blue Bell, Pa. 19422

Attn: Mr. Regis W. Kubit, P.E.

Re: Easements for Water Line

Dear Regis:

I would like to move ahead on our joint water service problem. It appears that the water company may drag its feet unless we take care of all of the required easements. As I see it, here are the various agreements that must be executed and recorded:

1. An easement from the Old York Road Skating Club to us allowing us to use your manhole and sewer line.
2. An agreement from us to the Old York Road Skating Club allowing your water line to cross our property.
3. An agreement from the Township to both of us allowing our water lines to pass through their property on the way to the taps at the Old York Road curb.

If you can get these easements drafted, we can get the process started. To make this possible, here is all the information I have on the subject:

EXHIBIT A - A previous easement on our property. This is furnished as a possible model for other easements.

EXHIBIT B - Legal description of Footbridge and Sanitary easements.

Mr. Regis W. Kubit, P.E.
24 September 1975
Page 2

EXHIBIT C - Legal description of water company easement.

EXHIBIT D - Alon Engineering Drawing S-4213-01, dated 7/29/75,
showing the above mentioned easements.

I hope, with your help, to get finished what I alone have been unable to do.
Thanks for your help.

Very truly yours,

HASSINGER, SCHWAM AND WHITE



Herman A. Hassinger, FAIA

HAH:gv
encls.

PHILADELPHIA ELECTRIC COMPANY, (the receipt whereof is undersigned of the sum of ONE DOLLAR (\$1.00) the receipt whereof is hereby acknowledged, the said Company, its successors and assigns is hereby granted by the undersigned owner of premises situate on the southwest side of Old York Road in the Township of CHELTENHAM, County of MONTGOMERY, Commonwealth of PENNSYLVANIA as more particularly described in a Deed dated January 21, 1974 and recorded in the aforesaid County in Deed Book No. 3919, page 225 et. seq., the uninterrupted right, liberty and privilege to erect, install, operate, maintain, inspect, renew and remove underground electric facilities including ducts, cables, transformers, wires, pad mounts and appurtenances as required to supply electric services to the premises and those adjacent thereto.

TOGETHER with the right of ingress and egress at all times for the purposes aforesaid.

THE aforesaid rights are granted under and subject to the following conditions:

(1) The location of the electric facilities to be installed hereunder shall be shown and delineated on plans prepared by Philadelphia Electric Company, copies of which will be in the possession of the parties hereto having first been approved by them.

(2) The undersigned agrees that the initial exercise of any of the powers and rights herein granted shall not be construed as fixing or limiting Company's rights and privileges hereunder.

(3) The undersigned agrees that no building or other permanent structure shall be erected over the undersigned electric facilities.

EXECUTED this 6 day of FEB A. D. 1975.

Witness:

Dorothy A. Carr
Geraldine Umsted

HASWHITE COMPANY, a Partnership

Arthur B. White
Arthur B. White

LEGAL DESCRIPTION OF
HASWHITE COMPANY
WATER EASEMENT
MONTGOMERY CO.
PENNSYLVANIA

ALL THAT CERTAIN tract or parcel of land with buildings and improvements thereon erected. Situate in the Township of Cheltenham, County of Montgomery and State of Pennsylvania, bounded and described according to a plan made by Alon Engineering Associates, Inc., Southampton, Pennsylvania as follows to wit:

BEGINNING at a point said point being along the westerly ultimate R/W line of Church Road (60' wide) and a common corner of the Township of Cheltenham and Haswhite Company; thence continuing along said westerly ultimate R/W line of Church Road S-18°-39'-10" E - 95 feet to a point; thence leaving said R/W line crossing over and through the northerly curb line of future Service Road (45' wide) the following two courses and distances (1) S-71°-19'-20" E - 95 feet (2) S-73°-57'-21" E - 78.54 feet to point on curve being also the northerly R/W of said Service Road on the arc of a circle curving to the right having a radius of 106.75 feet the arc distance of 35.63 feet to a point of tangency; thence continuing along the northerly R/W line of said Service Road N-71°-19'-20" E 138.50 feet to the first mentioned point and place of BEGINNING.

CONTAINING in Area 1438.401 square feet - 0.0330 Acres +



This Indenture

Made the 23rd day of NOVEMBER in the year of our Lord one thousand nine hundred and fifty-five (1955), BETWEEN ELKINS PARK BEVERAGE COMPANY, a corporation organized and existing under the Laws of the Commonwealth of Pennsylvania, (hereinafter called the Grantor)

A N D

OLD YORK ROAD CORPORATION, a corporation organized and existing under the Laws of the Commonwealth of Pennsylvania, (hereinafter called the Grantee),

Witnesseth, That the said Grantor

for and in consideration of the sum of THIRTEEN THOUSAND (\$13,000.00) DOLLARS

lawful money of the United States of America, unto it well and truly paid by the said Grantee

at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged,

has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents

does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee,

its Successors and Assigns

ALL THAT CERTAIN lot or piece of ground, SITUATE in Elkins Park, Cheltenham Township, Montgomery County and Commonwealth of Pennsylvania, described according to a Plan of Property made for Old York Road Corporation Elkins Park, by George B. Mebus, Inc. Engineers of Glenside, Pennsylvania, dated November 9, 1955 and further described as follows to wit:

BEGINNING at an interior point a corner of land of Elkins Park Beverage Company and land of Cheltenham Township which point of beginning is at the distance of Two hundred thirteen and fifty-one one-hundredths feet measured North Seventy-eight degrees Twenty-nine minutes Fifty-five seconds West partly through the bed of Tacony Creek from a point in the bed of Tacony Creek; which point is at the distance of One hundred ninety-seven and twenty-nine one-hundredths feet measured South Eighty degrees Thirty-four minutes Forty-nine seconds West through the bed of Tacony Creek from a point on the Southwesterly side of Old York Road Sixty feet wide; which point is at the distance of One hundred thirty-five and fifty-seven one-hundredths feet measured North Seventeen degrees Twenty-nine minutes Thirty-three seconds West along the Southwesterly side of Old York Road from the land of the Ogontz Fire Company thence extending from the point of beginning along the land of Elkins Park Beverage Company the three following courses and distances: (1) South Thirteen degrees Twenty-four minutes Thirteen seconds East One hundred thirty-one and sixty-nine one-hundredths feet to a point, (2) South Seventy-nine degrees Thirty-three minutes Thirteen seconds East Thirty-two and seventy-two one-hundredths feet to a point, (3) South Twenty-five degrees Four minutes Thirteen seconds East One hundred forty and twenty-three one-hundredths feet to a point in the land of Ogontz Fire Company; thence extending South Sixty-eight degrees Thirty-nine minutes Sixteen seconds West along the land of the Ogontz Fire Company One hundred eighty-nine feet to a point; thence extending North Twenty-three degrees no minutes Three seconds West Fifty and forty-one one-hundredths feet to a

thence extending North Twenty-five degrees no minutes Three seconds east one hundred one feet to a point; thence extending North Twenty-four degrees fifteen minutes Three seconds east One hundred thirty-three feet to a point; thence extending North Twenty-four degrees Thirty-nine minutes Thirty-three seconds east Ten and eighty-seven one-hundredths feet to a point in land of Elkins Park Beverage Company thence extending North Sixty-seven degrees Thirty-two minutes Forty-two seconds East along the land of Elkins Park Beverage Company, One hundred sixty-nine and twenty-four one-hundredths feet to a point; thence extending South Seventy-eight degrees Twenty-nine minutes Fifty-five seconds East Nineteen and forty-five one-hundredths feet to the first mentioned point and place of beginning.

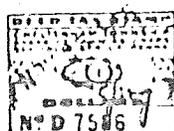
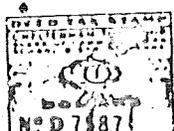
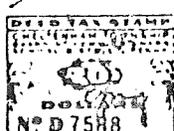
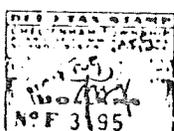
CONTAINING 1.224 Acres.

HAVING a part of the same premises which Sun Oil Company (a New Jersey corporation) by Deed dated July 23, 1945 and recorded in the Office for the Recording of Deeds in and for the County of Montgomery and State of Pennsylvania in Deed Book 1607, page 115, granted and conveyed unto Elkins Park Beverage Company (a Pennsylvania corporation) in fee.

RESERVING and excepting, nevertheless, to the Grantor, and to its successors and assigns forever, the right to use the thirty foot wide right of way across the northeasterly corner of the above described premises as shown on the Plan of Property made for Old York Road Corporation by George B. Mebus, Inc., Engineers, on November 9, 1955.

GRANTOR does further grant and convey unto the said Grantee, its successors and assigns, forever, the right to use the private driveway running in a westerly direction near the north boundary of Grantor's property from Old York Road to the northeasterly corner of the ground herein conveyed to Grantee,

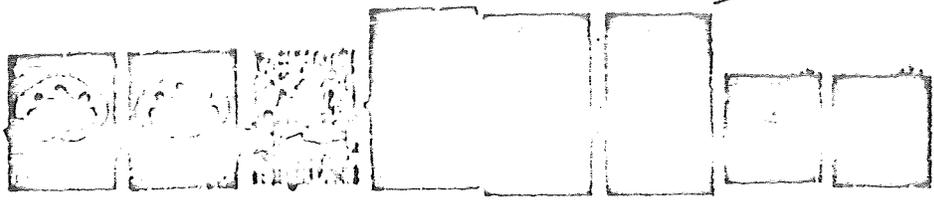
GRANTOR does further grant and convey unto the said Grantee, its successors and assigns, forever, the right to build a bridge across the Tacony Creek with one end of said bridge resting on the ground of Grantor, and a Ten foot wide right of way from the southerly end of said bridge to the closest point of the aforesaid private driveway.



Together with all and singular the improvements, _____
Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances,
whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders,
Rents, Issues and Profits thereof; and all the estate, right, title, interest property, claim and demand
whatsoever, of _____ it, the said Grantor as well _____
_____ in law, equity,
or otherwise howsoever, of, in, and to the same and every part thereof, _____

116

To have and to hold the said lot or place of ground above described with the improvements thereon, Hereditaments and Premises hereby granted, or mentioned and intended as to be with the Appurtenances, unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns, forever. WARRANT SUBJECT as aforesaid.



And the said Grantor, for itself, its Successors and Assigns, do hereby these presents, covenant, grant and agree, to and with the said Grantee, its Successors and Assigns, that it, the said Grantor, its Successors and Assigns, shall and will all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended as to be, with the Appurtenances, unto the said Grantee, its Successors and Assigns, against it, the said Grantor and against all and every Person or Persons whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them, or any of them, shall and will SUBJECT as aforesaid, WARRANT and forever DEFEND

In witness whereof, the said Grantor has caused these presents to be duly executed, the day and year first above written.

ELKINS PARK BEVERAGE COMPANY

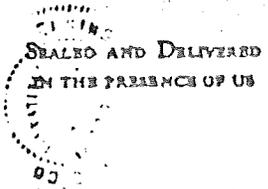
By: Bertie J. White

ATTEST: Frank J. White
Secretary

VALUE OF PREMISES AS DEFINED BY ORDINANCE IS \$ 10,000.00 AND TAX PAID ON SUCH VALUE.

COMMONWEALTH, TITLE CO.

By Geo. W. White



Manuel E. Luss

I, the state, hereby certified represents the full amount of the consideration money hereinbefore mentioned.

Received the day of the date of the within or foregoing Indenture, of the within named Grantee the full amount of consideration money hereinbefore mentioned.



ELKINS PARK BEVERAGE COMPANY

By: Bertie J. White

ATTEST: Frank J. White
Secretary

On the 23rd day of November Anno Domini 1955, before me, the undersigned, a Notary Public for the Commonwealth of Pennsylvania, residing in the County of Philadelphia, personally appeared Frank J. White, Secretary of the said ELKINS PARK BEVERAGE COMPANY, a corporation,

who being duly sworn according to law, says that he was personally present at the execution of the above Indenture, and saw the Common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed therein is the common or corporate seal of the said Corporation; that the said Indenture was duly created and delivered by Bertha N. White, President of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned,

and that the names of this document as Secretary and of Bertha N. White as President of the said Corporation, subscribed to the above Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Sworn to and subscribed before me, the day and year aforesaid, at my hand and Notarial seal.

Frank J. White
Secretary

Bertha N. White

The address of the within and of
230 Lewis Tower Bldg. Philadelphia
On behalf of the Corporation

ALY TITLE COMPANY

5.00



ELKINS PARK BEVERAGE COMPANY

to 1078

OLD MEX HEAD CORPORATION

PREMISES
SITING in Elk Park, Coal-
terran Township, Montgomery
County, Commonwealth of Penna.

John C. Clark Co. Phila. 79

Montgomery County, Pa.
New Colored
Township Engineer

Recorded in the office for recording of deeds in and for Montgomery County
in Deed Book No. 2636 page 108 &c.
Witness my hand and seal of office this 29th
day of November Anno Domini 1955

William J. ... Recorder

C O N T E N T S

1. November 23, 1955 Deed between Elkins Park Beverage Co. to Old York Road Corp.
2. November 20, 1961 Deed between Old York Road Corp. and Old York Road Skating Club, Inc.
3. Easements, Conditions and Agreements
4. October 22, 1974 Agreement between Township of Cheltenham and Old York Road Skating Club, Inc.
5. October 31, 1974 Deed of Easement, between Redevelopment Authority of County of Montgomery and Old York Road Skating Club, Inc.
6. Correspondence between Hassenging, Schwan and White and Old York Road Skating Club.
7. Drawings
 - a. November 9, 1955 George M. Mebus, Inc. Survey map of Old York Road Skating Club Property.
 - b. August 29, 1974 Site drawing for Hoswhite Company Building.

LEGAL DESCRIPTION OF
HASWHITE COMPANY
FOOTBRIDGE & SANITARY
SEWER EASEMENT
MONTGOMERY CO., PENNSYLVANIA

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected. Situate in the Township of Cheltenham, County of Montgomery and State of Pennsylvania, bounded and described according to a plan made by Alon Engineering Associates, Inc. as follows to wit:

BEGINNING at an interior point, common corner of Cheltenham Township and Old York Road Skating Club, Inc.; thence from said interior point and along the lines of land of the Cheltenham Township S-79°-39'-32" E - 45.00 feet to a point on said line; thence passing over and through a Pennsylvania Electric Company right-of-way (30 feet access R/W; 15 feet underground R/W) S-42°-53'-19" W - 48.42 feet to a point on lines of land of Old York Road Skating Club, Inc.; thence along said lines of land N-14°-33'-50" W - 45 feet to the first mentioned point and place of BEGINNING.

CONTAINING in Area 918.344 square feet - .0211 Acres +



DRAWN BY