

DEED OF CORRECTION

THIS INDENTURE made this 6th day of November, 2024, by the **TOWNSHIP OF WHITPAIN, SUCCESSOR TO WHITPAIN TOWNSHIP MUNICIPAL IMPROVEMENT AUTHORITY** (hereinafter referred to as “Grantor”), party of the first part, and the **TOWNSHIP OF WHITPAIN** (hereinafter referred to as “Grantee”), party of the second part

WITNESSETH

WHEREAS, Whitpain Township is the owner of certain property located in the Township and used as a public park.

WHEREAS, Whitpain Township has received Grant funding from the Pennsylvania Department of Conservation and Natural Resources, it is filing this Corrective Deed to incorporate required language into the deed for the property.

WHEREAS, this property, or interest in property, was either acquired with, developed or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of the funds is Land and Water Conservation Fund Act, 54 U.S.C.A. §§ 200301-200310 et seq. (“Act”), provided through the National Park Service. This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired and/or developed with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed on this property, without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

THIS DEED OF CORRECTION has been prepared to correct the legal description within the Deed filed and recorded with the Office for the Recording of Deeds in and for Montgomery County, Pennsylvania, Deed Book 5041, page 151. This Deed will modify and add a restriction.

ALL THAT CERTAIN piece or parcel of ground Situate in Whitpain Township, Montgomery County, Pennsylvania and described according to a Lot Location Plan made for Keasbey and Mattison Co. by C. Raymond Weir Associates, Inc. dated November 14, 1962 as follows, to wit:

BEGINNING at a point formed by the intersection of the center line of Mt. Pleasant Avenue (33 feet wide) with the center line of Maple Avenue (40 feet wide), thence extending from said point of beginning South 48 degrees 42 minutes East along the center line of Maple Avenue crossing a certain Sanitary Sewer, as shown on said Plan, 204.73 feet to a point thence extending South 39 degrees 18 minutes West crossing the Southwesterly side of Maple Avenue 171.44 feet to an iron pin; thence extending South 47 degrees 28 minutes East 57.04 feet to an iron pin on the Northeasterly side of a certain 20.00 feet wide Alley; thence extending South 42 degrees 39 minutes West crossing the head of the aforesaid 20.00 feet wide Alley, crossing the bed of Wissahickon Creek, crossing another Sanitary Sewer as shown on said Plan 249.22 feet to an old iron pin; thence extending North 18 degrees 43 minutes West partly along lands now or later of Whitpain Properties, Inc. and lands now or later of Authur Lefkon crossing the Southeasterly side of Mt. Pleasant Avenue aforesaid 415.05 feet to a point in the center line of same; thence extending North 65 degrees 44 minutes East along the center line of Mt. Pleasant Avenue recrossing the aforesaid last above mentioned Sanitary Sewer also recrossing the aforesaid last above mentioned Sanitary Sewer also recrossing the bed of the aforesaid Wissahickon Creek 235.67 feet to the first mentioned point of intersection and place of beginning.

BEING the same premises which by Deed dated April 5, 1993 and recorded in Montgomery County, in Deed Book 5041, page 151, Whitpain Township, conveyed to Whitpain Township, Successor to Whitpain Township Municipal Improvement Authority, in fee.

BEING Parcel No. 66-00-04408-00-8.

TOGETHER with all and singular the 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 also, all the estate, right, title, interest, property claim and demand whatsoever, of them, the said Grantor in law, or equity, or otherwise howsoever, of, in, to, or out of the same.

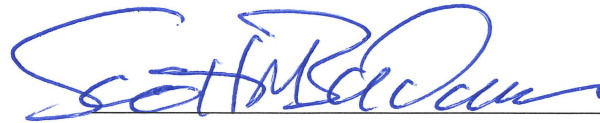
TO HAVE AND TO HOLD the premises hereby granted or mentioned, or intended so to be, with the appurtenances, administrators, and assigns, to the proper use and behoof of said Grantee, its successors, administrators, or assigns, forever.

AND the said Grantor for itself, its successors, administrators, and assigns, does covenant, promise and agree, to and with the Grantee, its successors, administrator, and assigns by these presents, that it, the Grantor and its successors, the said abovementioned and described messuage and tenement, and tract or piece of land, hereditaments and premises hereby granted,

or mentioned, or intended so to be, with the appurtenances, unto the Grantee, its successors, administrators, and assigns, and against all and every other person and persons whomsoever, lawfully claiming or the claim the same or any part or parcel thereof, shall and will warrant and forever defend.

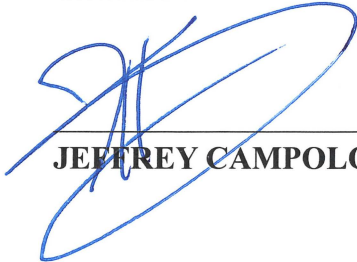
IN WITNESS WHEREOF the party of the first part has caused this Deed of Correction to be executed by its Chairman, attested by its Secretary, and has caused its Township seal to be hereunto affixed the day and year first above written.

**WHITPAIN TOWNSHIP
BOARD OF SUPERVISORS**



SCOTT M. BADAMI, Chair

ATTEST:



JEFFREY CAMPOLONGO, Secretary