

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8870

DATE 3-28-19

TITLE

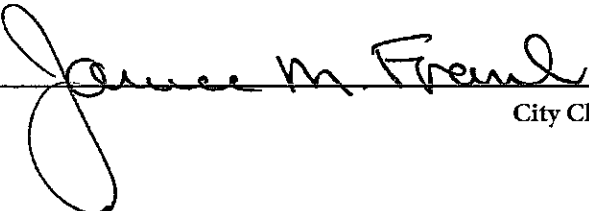
A RESOLUTION AUTHORIZING THE RENEWAL AND EXTENSION OF THE LIFLAND SKATEPARK LEASE BETWEEN THE CITY OF WILLIAMSPORT AND LIFLAND SKATEPARK, INC.

WHEREAS on July 7, 2016 by resolution #8569 Council approved a lease agreement with Lifland Skatepark, Inc.; and

WHEREAS on April 12, 2018 by resolution #8762 Council approved a lease agreement extension with Lifland Skatepark, Inc.; and


WHEREAS both parties wish to extend of the lease agreement for an additional term of one (1) year with the approval of City Council, all terms will remain the same.

BE IT HEREBY RESOLVED that the City Council of the City of Williamsport authorizes the renewal of the attached lease agreement between the City of Williamsport and Lifland Skatepark, Inc. for the continued use of the premises known as Lifland Skatepark at Memorial Park for a term of one (1) year.



City Clerk

Approved



President



March 11, 2019

Even though you and I already discussed renewal of the Lifland Skatepark lease in person, I thought that I should send you a written notice on behalf of the board of directors of Lifland Skatepark, officially requesting that the city of Williamsport renew the skatepark's lease, which is set to expire in April.

--Sally Lifland Butterfield
Vice-President of the Board of Directors of Lifland Skatepark

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8762

DATE 4-12-18

TITLE

A RESOLUTION AUTHORIZING THE RENEWAL OF THE LIFLAND SKATEPARK LEASE BETWEEN THE CITY OF WILLIAMSPORT AND LIFLAND SKATEPARK, INC.

WHEREAS on July 7, 2016 by resolution #8569 Council approved a lease agreement with Lifland Skatepark, Inc.; and

WHEREAS the approved lease permits the renewal of the lease agreement for a term of one year with the approval of City Council.

BE IT HEREBY RESOLVED that the City Council of the City of Williamsport authorizes the renewal of the attached lease agreement between the City of Williamsport and Lifland Skatepark, Inc. for the continued use of the premises known as Lifland Skatepark at Memorial Park.

Approved

James M. Frank
City Clerk

[Signature]
President

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8569

DATE 7-7-16

TITLE

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT
BETWEEN THE CITY OF WILLIAMSPORT AND LIFLAND SKATEPARK, INC.

BE IT HEREBY RESOLVED that the City Council of the City of Williamsport authorizes the Mayor and City Controller to execute the attached lease agreement between the City of Williamsport and Lifland Skatepark, Inc. for use of the premises known as Lifland Skatepark at Memorial Park.

Approved

James M. Frank
City Clerk

[Signature]
President

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 7th day of July, 2016, by and between the CITY OF WILLIAMSPORT, Pennsylvania, (hereinafter referred to as "LESSOR") and LIFLAND SKATEPARK, INC., a nonprofit Pennsylvania corporation (herein after referred to as "LESSEE").

WITNESSETH

That LESSOR for and in consideration of the payment by LESSEE of the rent hereinafter reserved and the performance by LESSEE of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all the provisions hereinafter set forth, the parties agree as follows:

1. **LEASED PREMISES:** LESSOR does hereby lease unto the LESSEE and LESSEE does hereby hire and take from LESSOR the premises identified as Lifland Skatepark at Memorial Park in the City of Williamsport described as follows:

Bounded on the south by a line 15' from the toe of the Williamsport Flood Protection Project, bounded on the west by Elm Street, bounded on the north by an access road, bounded on the east by an access road, excepting and reserving the easement area for Textron Lycoming, also shown on Exhibit A, attached.

2. **TERM OF LEASE:** The term of this lease shall for a period of two (2) years beginning April 21, 2016 and continuing to April 20, 2018.

3. **RENTAL:** As total rental, the LESSEE agrees to pay the LESSOR for the use of said premises the sum of one (\$1.00) dollar per year, payable in advance regularly on or before the first day of each beginning year.

4. **USE OF LEASED PREMISES:** LESSEE agrees that said premises shall be used as a skatepark for skateboarding, BMX bike riding and related activities. LESSEE will comply with any and all laws of the Commonwealth of Pennsylvania, rules, regulations and orders of the City of Williamsport, Pennsylvania, its departments and bureaus, now in effect or herein enacted, adopted or promulgated.

5. **SUBLEASING AND ASSIGNMENT:** LESSEE covenants and agrees not to permit the demised premises to be used for any purpose other than that hereinabove specified, and will not sublet the same, nor any part thereof nor assign this lease, without the written consent of the LESSOR, and would not permit said premises to be used for any unlawful purposes, and will not permit any signs or plaque cards to be placed on the outside walls of the said building or upon land contiguous or use therewith, except by the written consent of the LESSOR.

6. **MAINTENANCE AND REPAIRS:**

(a) LESSEE shall maintain and keep in good repair and condition the leased premises and shall be required to perform any maintenance, repairs or replacements that are necessary, except as otherwise agreed to in writing between the LESSOR and LESSEE.

(b) LESSOR shall have the right to enter upon the leased premises from time to time in order to inspect the same and to perform any maintenance, repairs and replacements which it is required to make under provisions of this lease, but this right shall be exercised in such manner as not to interfere with the LESSEE'S use and enjoyment of the leased premises and shall be subject to any and all laws, orders or regulations of the City of Williamsport, its departments and bureaus of any agency thereof. The cost to perform these maintenance repairs and replacements shall be borne by the LESSEE. At a minimum, each year, the LESSOR's Code Department and Safety Committee shall inspect the property for purposes of ensuring appropriate upkeep for the Property, compliance with this Lease and any other ordinances of the City. In the event of findings of said inspections require improvements and/or repairs under the applicable ordinances, such repairs shall be made by the LESSEE within the time required by the Code Official/Safety Official. Similarly, at any time that the Codes Department and/or Safety Committee obtains information of a deficiency or codes violation, they may inspect the same. In the event a deficiency is determined from the Code Official in either case, repairs must be completed within the specified time frame or the park shall be closed to the public until such time as the Codes Department is satisfied.

(c) LESSEE agrees to keep and at all times maintain the premises in a clean, sanitary and presentable condition and to comply with all laws, rules, regulations and orders of the Williamsport Recreation Commission and The Department of Agriculture, Department

of Health and the Department of Forest and Waters now in effect or hereinafter enacted, adopted or promulgated.

7. **PUBLIC USE:** LESSEE agrees to enforce the rules and regulations of the skatepark facility that have been established by their bylaws in conjunction with the City of Williamsport. The public shall be required to observe all laws and regulations of the City of Williamsport, Pennsylvania, its departments and bureaus, including but not limited to, its hours of operation. The hours of operation shall be consistent with Article 721 of the City Codified Ordinance Park and Playground Curfew. These hours shall be conspicuously posted along with the other rules and regulations at the site. In addition to the bylaw regulations referenced herein, the Lessee shall post a notice that all users use the park at their own risk and provide any safety rules as may be required by any policy of insurance from time to time or as required by the LESSOR. In the event that the sign is removed, damaged or otherwise not visible, the Park shall be closed to the public until such signage is repaired or replaced. Said signage shall also provide, but shall not be limited to, warnings that that participants must wear helmet, indemnification releases must be on file, hours of park operation and other safety warnings.

8. **UTILITIES:** LESSEE covenants and agrees to pay all charges incurred for the use of electricity, water and telephone on the premises.

9. **INSURANCE:** The LESSOR shall obtain a policy of insurance for the Park and will pay the premium of up to \$3000.00 per year. Any premium cost above \$3000 shall be reimbursed by the LESSEE to the LESSOR within ten (10) days of invoice.

(a) During the term of this lease LESSOR agrees obtain and maintain policies of insurance issued by companies authorized to do business in the Commonwealth of Pennsylvania. LESSOR will maintain a Certificate of Insurance which provides evidence of insurance of the following types and including, as a minimum coverage, limits and other provisions as shown below:

Commercial General Liability Insurance:

1. Premises-Operations.
2. Products and Completed Operations.
3. Contractual Liability.
4. Personal Injury Liability.
5. "Additional Insured — Designated Person or Organization (Insurance Services Office endorsement #CG2026 or equivalent form) naming the LESSEE.

6. Combined Single Limit of Liability
- \$1,000,000 per Occurrence
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations Aggregate

(b) Insurance Certificate:

1. The LESSOR shall provide atleast 30 days' advance notice of cancellation, non-renewal or material decrease in coverage.

The LESSOR shall not be liable for damage, theft or any loss to property on its premises above our policy coverage. The LESSEE shall be solely responsible for any damage, theft or loss to any of its property or the property of its employees, volunteers, agents, contractors, or other associates and shall purchase insurance against such losses if it so desires. The LESSEE waives any rights of recovery, which it may have against the LESSOR for damage, theft or any loss to property.

10. **REPRESENTATION:** LESSOR or LESSOR'S agents have made no representations on promises with respect to said leased premises except as herein expressly set forth. The taking possession of the demised premises by LESSEE shall be conclusive evidence, as against LESSEE, that LESSEE accepts same "as is" and the said premises is in good and satisfactory condition at the time such possession was so taken.

11. **SURRENDER:** When this lease shall terminate in accordance with the terms hereof, LESSEE shall quietly and briefly deliver up possession without notice to LESSOR, except as may be specifically required by any provisions of this lease. LESSEE expressly waives a benefit of all laws now or hereafter in force requiring notice from LESSOR with respect to termination. LESSEE shall deliver up possession of the premises in as good order, repair and condition as the same are in at the beginning term of this lease except for reasonable wear and tear. All permanent structures shall remain with the premises upon termination of the lease. At any time during the term of this lease or any renewal thereof, LESSOR shall have the absolute right to declare the same null and void and demand the return of the premises upon giving the LESSEE thirty (30) days written notice.

12. **RENEWAL OR EXTENSION:** LESSEE shall have the right to renew or extend the term of this lease for a period of one year beginning upon the expiration of the initial term, provided that LESSEE, at least 90 days prior to the expiration of the initial term, gives LESSOR written notice of its intentions to exercise such right. Such renewed

and extended term shall otherwise be subject to all of the agreements, covenants and conditions set forth in this lease and shall be subject to the approval of City Council.

13. **INDEMNIFICATION:** LESSEE agrees that LESSEE will at all times indemnify and save, protect and keep harmless the LESSOR and the said demised premises from every and all costs, loss, damage, liability, expense, penalty and fine whatsoever which may arise from or be claimed against LESSOR or the demised premises by any person or persons for any injuries to person, property or damage of whatever kind or character consequent upon or arising from the use of said leased premises by the said LESSEE or consequent upon or arising from any neglect or fault of the LESSEE or its agents and employees in the use and occupancy of said premises or consequent or arising from any failure from said LESSEE to so comply and conform with all the laws, statutes, ordinances and regulations of the City of Williamsport, Pennsylvania, its departments, bureaus, boards and commissions now and hereafter in force; and if any suit or proceeding shall be brought against LESSOR or the said demised premises on account of any alleged violation thereof, or failure to comply and conform therewith, or on account of any damage omission, neglect (or use of said premises) by the LESSEE will defend the same and will pay whatever judgment or judgments that may be recovered against the LESSOR against the said demised premises on account thereof.

14. **DEFAULT:** Upon breach of any of the terms of this lease or upon termination by forfeiture or default, the Prothonotary or any Attorney is hereby authorized to appear for and confess judgment in an amicable action of ejectment against the said party of the second part, the LESSEE and in favor of the LESSOR for the premises herein described without stay of execution or appeal, or writ or error, or objections or exceptions and there shall be directed to the issuance of a writ of possession in the form and manner directed in the Pennsylvania Rules and Civil Procedure. No leave of court shall be required.

15. **ADDITIONAL COVENANTS:**

(a) LESSEE agrees to render courteous and efficient service to the public at all times.

(b) LESSEE agrees to keep and at all times maintain in a clean, sanitary and presentable condition and to comply with all laws, rules, regulations and orders of the City of Williamsport, its bureaus, departments, boards and commissions now in effect or

hereinafter enacted, adopted or promulgated.

(c) LESSOR and LESSEE agree that the terms and conditions of this lease agreement are subordinate to the terms, conditions, restrictions and covenants as set forth in an indenture dated December 28, 1923, and executed between the Williamsport Water Company and the City of Williamsport, Pennsylvania. (See copy of said indenture marked Exhibit "B", attached hereto, made a part thereof and incorporated by reference.)

(d) The sale, use or possession of alcoholic beverages on the leased premises by the LESSEE, its members, officers, invitees or any other person on the leased premises is prohibited.

(e) In addition to the prohibition of alcoholic beverages, LESSEE agrees that its established rules and regulations shall prohibit the use of profanity, smoking, sale, use and possession of drugs and vandalizing the premises by graffiti or other means.

(e) The LESSEE agrees to provide an updated list of board members of the organization that includes contact information for the responsible personnel. Information shall be provided annually.

(f) The LESSEE agrees to actively pursue indemnification agreements from all skatepark users and shall provide helmet stickers to all participants who have signed the same. The Indemnification agreements shall be on file with the LESSEE and available for inspection by the LESSOR.

16. **EFFECTIVE PARTIES:** This lease and all agreements, covenants and conditions contained herein shall be binding upon LESSOR and LESSEE and upon their respective successors and assigns.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused these presents to be executed all as of the day and year first above written.

ATTEST:

Janice Frank
Janice Frank, City Clerk

LESSOR
CITY OF WILLIAMSPORT, PA

Gabriel Campana
Gabriel Campana, Mayor

Margaret Woodring
Margaret Woodring, Controller

ATTEST:

Jane E. Hoover
Jane E. Hoover

LESSEE
LIFLAND SKATEPARK, INC.

Lonnie Wilson PRESIDENT
Sully Liffland Butterfield VP

Exhibit A

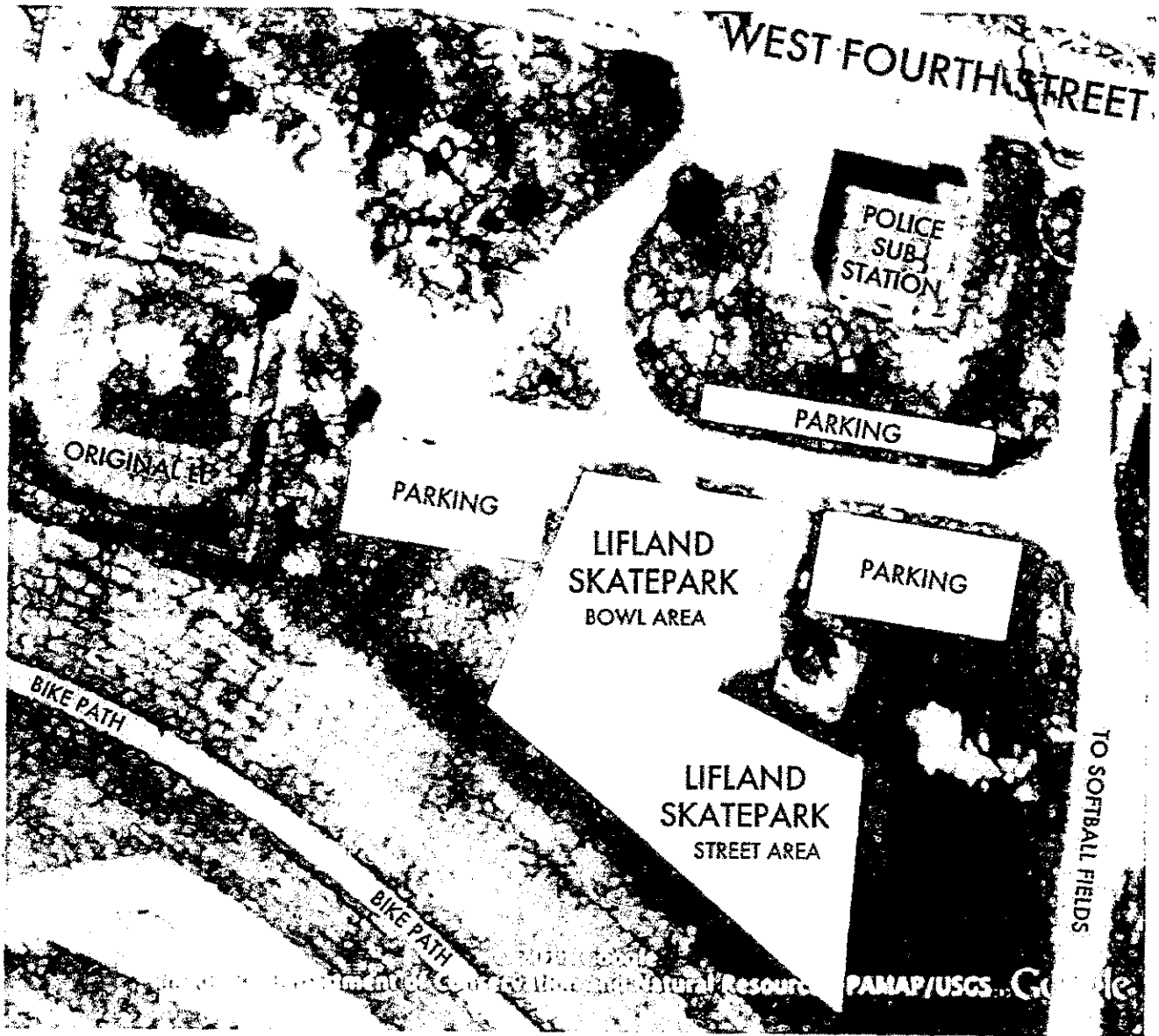


Exhibit B

11A

OFFICE OF THE CITY ENGINEER

Registration of Property, Williamsport, Pa.

Owners or Agents must fill out this blank, and bring same with their deed that it may be registered. If property is devised by Will, state same, and insert date of probate and Will Book, and bring copy of Will that it may be registered. If property is inherited under the interstate laws, state same and insert date of death and names of all the owners. If property is acquired by partition proceedings, decree of the Orphans' Court, etc., insert date of decree and where recorded. If change of name has occurred by reason of marriage, etc., insert present name as owner.

Former Owner

Date of change Dec. 28 1923

Williamsport Water Company

Consideration, \$1.00

Present Owner

Deed Book Vol. Page

City of Williamsport, Pa.

OFFICE CITY ENGINEER

Registered 119 1923

LYONS MUSHINSKI

Sac. City Engineer
Under Ordinance No. 1071

Ward (Tenth and) Eleventh Wards

Street and Number

Lot Plan of

Description of Property

(which must be an exact copy of the deed, including recital, easements and reservations)
Please keep each description on separate blank or blanks.

10-1, 10-2, 10-3, 10-4, 10-5, 10-6, 10-7, 10-8, 10-9, 10-10, 10-11, 10-12, 10-13, 10-14, 10-15, 10-16, 10-17, 10-18, 10-19, 10-20, 10-21, 10-22, 10-23, 10-24, 10-25, 10-26, 10-27, 10-28, 10-29, 10-30, 10-31, 10-32, 10-33, 10-34, 10-35, 10-36, 10-37, 10-38, 10-39, 10-40, 10-41, 10-42, 10-43, 10-44, 10-45, 10-46, 10-47, 10-48, 10-49, 10-50, 10-51, 10-52, 10-53, 10-54, 10-55, 10-56, 10-57, 10-58, 10-59, 10-60, 10-61, 10-62, 10-63, 10-64, 10-65, 10-66, 10-67, 10-68, 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75, 10-76, 10-77, 10-78, 10-79, 10-80, 10-81, 10-82, 10-83, 10-84, 10-85, 10-86, 10-87, 10-88, 10-89, 10-90, 10-91, 10-92, 10-93, 10-94, 10-95, 10-96, 10-97, 10-98, 10-99, 10-100
Beginning at a point on the south line of West North Street 170 feet westward from the west line of Oliver Street; it being in the center of a branch of Lycoming Creek; thence along center of said branch 20 degrees 6 minutes east 272 feet; thence south 11 degrees 16 minutes west 211 feet; thence south 51 degrees 56 minutes west 143 feet to the center of Lycoming Creek; thence down the center of Lycoming Creek south five degrees five minutes east 465 feet to the right of way of the Philadelphia and Erie Railroad; thence along said right of way north eighty five degrees fifteen minutes east 1970 feet to the west side of a 12 foot alley; thence north five degrees east along the west side of a 12 foot alley 67 feet; thence north 73 degrees west 275 feet; thence south 18 degrees west 15 feet; thence north 69 degrees 25 minutes west 448 feet; thence north 71 degrees 55 minutes west 560 feet; thence north 18 degrees 5 minutes east 150 feet to the south side of west Fourth Street; thence along the south side of West Fourth Street north 71 degrees 55 minutes west eight hundred sixty one (861) feet to the place of beginning.

10-1, 10-2, 10-3, 10-4, 10-5, 10-6, 10-7, 10-8, 10-9, 10-10, 10-11, 10-12, 10-13, 10-14, 10-15, 10-16, 10-17, 10-18, 10-19, 10-20, 10-21, 10-22, 10-23, 10-24, 10-25, 10-26, 10-27, 10-28, 10-29, 10-30, 10-31, 10-32, 10-33, 10-34, 10-35, 10-36, 10-37, 10-38, 10-39, 10-40, 10-41, 10-42, 10-43, 10-44, 10-45, 10-46, 10-47, 10-48, 10-49, 10-50, 10-51, 10-52, 10-53, 10-54, 10-55, 10-56, 10-57, 10-58, 10-59, 10-60, 10-61, 10-62, 10-63, 10-64, 10-65, 10-66, 10-67, 10-68, 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75, 10-76, 10-77, 10-78, 10-79, 10-80, 10-81, 10-82, 10-83, 10-84, 10-85, 10-86, 10-87, 10-88, 10-89, 10-90, 10-91, 10-92, 10-93, 10-94, 10-95, 10-96, 10-97, 10-98, 10-99, 10-100
No. 2. Beginning at the intersection on the north side of West ^{Third} Street and a 12 foot alley in the Tenth Ward; thence 5 degrees east along the west side of a 12 foot alley 166 feet to the right of way of Phila. & Erie Lumber switch; thence along the right of way of said switch 67 degrees west 638 feet to the right of way of main line of said railroad; thence south 86 degrees 27 minutes west 1478 feet along the right of way of said railroad to a point in Lycoming Creek; thence south 5 degrees 5 minutes east in the said creek 203 feet to the north line of West Third Street; thence south 85 degrees east 1900 feet along the north side of West Third Street to the place of beginning.

10-1, 10-2, 10-3, 10-4, 10-5, 10-6, 10-7, 10-8, 10-9, 10-10, 10-11, 10-12, 10-13, 10-14, 10-15, 10-16, 10-17, 10-18, 10-19, 10-20, 10-21, 10-22, 10-23, 10-24, 10-25, 10-26, 10-27, 10-28, 10-29, 10-30, 10-31, 10-32, 10-33, 10-34, 10-35, 10-36, 10-37, 10-38, 10-39, 10-40, 10-41, 10-42, 10-43, 10-44, 10-45, 10-46, 10-47, 10-48, 10-49, 10-50, 10-51, 10-52, 10-53, 10-54, 10-55, 10-56, 10-57, 10-58, 10-59, 10-60, 10-61, 10-62, 10-63, 10-64, 10-65, 10-66, 10-67, 10-68, 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75, 10-76, 10-77, 10-78, 10-79, 10-80, 10-81, 10-82, 10-83, 10-84, 10-85, 10-86, 10-87, 10-88, 10-89, 10-90, 10-91, 10-92, 10-93, 10-94, 10-95, 10-96, 10-97, 10-98, 10-99, 10-100
No. 3. Beginning at a point on the south side of West Third Street 570 feet eastward from the east end of West Third Street bridge; thence south 0 degrees 15 minutes east 513 feet to the right of way of the Philadelphia & Reading Lumber branch; thence north 83 degrees 15 minutes east along said switch 1250 feet; thence north 5 degrees east 262 feet to the south side of west Third Street; thence north 85 degrees west along the south side of West Third Street 1265 feet to the place of beginning.

10-1, 10-2, 10-3, 10-4, 10-5, 10-6, 10-7, 10-8, 10-9, 10-10, 10-11, 10-12, 10-13, 10-14, 10-15, 10-16, 10-17, 10-18, 10-19, 10-20, 10-21, 10-22, 10-23, 10-24, 10-25, 10-26, 10-27, 10-28, 10-29, 10-30, 10-31, 10-32, 10-33, 10-34, 10-35, 10-36, 10-37, 10-38, 10-39, 10-40, 10-41, 10-42, 10-43, 10-44, 10-45, 10-46, 10-47, 10-48, 10-49, 10-50, 10-51, 10-52, 10-53, 10-54, 10-55, 10-56, 10-57, 10-58, 10-59, 10-60, 10-61, 10-62, 10-63, 10-64, 10-65, 10-66, 10-67, 10-68, 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75, 10-76, 10-77, 10-78, 10-79, 10-80, 10-81, 10-82, 10-83, 10-84, 10-85, 10-86, 10-87, 10-88, 10-89, 10-90, 10-91, 10-92, 10-93, 10-94, 10-95, 10-96, 10-97, 10-98, 10-99, 10-100
No. 4. Beginning at a locust post on the south side line of the right of way of the Philadelphia & Reading Railroad and 55 feet east of Cemetery Street; thence north 70 degrees 45 minutes west 834.7 feet to the place of beginning.

Do not alter size of blank in any manner

10 Ward Plate 2 No. 60-3

10.7 Cor 6

10-5-6a-6

11.4 1-1

along the right of way line; thence south 58 degrees 30 minutes west 223.8 feet along said right of way line; thence south 51 degrees west 177 feet along the said right of way; thence north 7 degrees 30 minutes east 225 feet along the said right of way; thence north 87 degrees 50 minutes west 225 feet; thence south 2 degrees 30 minutes west 720 feet; thence south 86 degrees forty five minutes west 848 feet to the east bank of Lycoming Creek; thence south 3 degrees and 10 minutes east 95 feet along the east bank of Lycoming Creek; thence south 22 degrees 30 minutes east 264 feet along said Creek; thence south 77 degrees 50 minutes east 265 feet along said Creek; thence south 77 degrees 15 minutes 440 feet; thence south 70 degrees east 225 feet along bank of said Creek to the junction of the west bank of Cemetery Run with Lycoming Creek; thence north fourteen degrees east 350 feet along the west bank of Cemetery Run; thence north 11 degrees 30 minutes west 145 feet along west bank of said Run; thence north 58 degrees 21 minutes east crossing Cemetery Run 90.9 feet; thence north 28 degrees 50 minutes west eighty two and nine tenths (82.9) feet, thence north twenty five (25) degrees east one hundred and forty nine (149) feet; thence north fourteen (14) degrees forty-five (45) minutes east one hundred and nineteen (119) feet; thence north sixteen (16) degrees fifty (50) minutes east one hundred and fifty one and eight tenths, (151.8) feet; thence north forty-two (42) degrees five (5) minutes east one hundred and eighty-six and five tenths (186.5) feet; thence north eight-four (84) degrees thirty five (35) minutes east one hundred and twenty-two and one tenth (122.1) feet; thence north thirty-five (35) degrees twenty (20) minutes east one hundred and thirty two (132) feet; thence north nine (9) degrees twenty (20) minutes east sixteen and nine-tenths (16.9) feet to the south line of right of way of the Philadelphia and Reading Railroad, and the place of beginning.

Being part of the same premises conveyed to Williamsport Water Company, grantor herein, by the Northern Central Trust Co., by Deed dated Feb: 17, 1917, and recorded in the office for the recording of Deeds, &c. in and for Lycoming County, in Deed Book 223, page 430.

Also, all that certain piece or parcel of land situate in the 11th Ward of the City of Williamsport, aforesaid, bounded and described as follows: to wit: Beginning at the northeast corner of Elm and West Third Streets, thence north fifty nine (59) degrees east two hundred (200) feet to the right of way of the Pennsylvania Railroad; thence north eighty-six (86) degrees fifteen (15) minutes east six hundred and fifty (650) feet along the said right of way to the centre of Lycoming Creek; thence south five (5) degrees five (5) minutes east along centre of said creek two hundred and five (205) feet; thence north eighty five (85) degrees west eight hundred and forty-five (845) feet along north side of West Third Street to place of beginning;

Being part of the same property conveyed to Williamsport Water Co., grantor herein by James N. Kline Administrator D. B. N. C. T. A. of Casey Moore deceased, by deed dated June 20, 1904, and recorded in the office for the recording of deeds, &c. in and for Lycoming County in Deed Book 227, page 139.

This conveyance of the use of the above described land is made upon the following conditions and restrictions:

1.- The use of the land hereby conveyed is intended to comprise the land in one body owned by the grantor in the above named wards, as shown by the attached map, reserving therefrom all land at present occupied by the grantor's wells and pump station and situate around said wells and pump station, which land retained by the grantor is intended to be kept by the grantor in such way as to fit in with the general landscape and conditions of the land under the control of the grantee.

2.- No part of the land under the control of the grantee shall be put to any use, through buildings, structures, or otherwise, which may in any manner in the judgment of the grantor or that of any United States or Pennsylvania State governmental agency having control of such matters, be detrimental to the water supply of the grantor or to the interest of the grantor.

3.- The grantee shall as soon as practicable, and within two years from the date hereof, prepare proper plans for utilizing the land above described for the public use, and hereafter substantially adhere to such plans and make reasonable provisions for carrying them out, appropriating not less than Twenty Five Hundred Dollars, (\$2,500.00) per annum until such plans are completed.

OFFICE OF THE CITY ENGINEER
Registration of Property, Williamsport, Pa.

Owners or Agents must fill out this blank, and bring same with their deed that it may be registered.
If property is devised by Will, state same, and insert date of probate and Will Book, and bring copy of Will that it may be registered.
If property is inherited under the interstate laws, state same and insert date of death and names of all the owners.
If property is acquired by partition proceedings, decree of the Orphans' Court, etc., insert date of decree and where recorded. If change of name has occurred by reason of marriage, etc., insert present name as owner.

Former Owner _____ Date of change _____
_____ Consideration, \$ _____

Present Owner _____ Deed Book _____ Vol. _____ Page _____

Ward _____
Street and Number _____
Lot _____ Plan of _____

OFFICE CITY ENGINEER
Registered 119 12
LYONS MUSSINA
C.E. City Engineer
Under Ordinance No. 1070

Description of Property

(which must be an exact copy of the deed, including recital, easements and reservations)
Please keep each description on separate blank or blanks.

Beginning

4.--The grantor reserves the right to re-occupy any portion of the above described land, and to demand re-conveyance of the same, which may hereafter, in the judgment of the grantor or any United States or Pennsylvania governmental agency having control of such matters, be determined to be necessary for the development of its water supply, or any change in the manner of handling its water supply, or the installation of any different system of water supply than now exists.

5.-- Any improvements at any time made by the grantee to the land above described shall not interfere with any existing pipes, pipe lands, valves, or other structures of the grantor, now upon the land or which it may hereafter be necessary to lay or erect. And the grantor at all times reserves the right of access for the purpose of repairs, maintenance and installation of any pipes, pipe lines, valves or structures. This conveyance of the use of the above described land by the grantor shall be rescinded upon the disapproval of the Health Department of the State of Pennsylvania or any governmental agency having control of such matters.

6.-- In the event the land above described shall not be used by the grantee for the proper public uses within a reasonable time, or shall be put by the grantee to any uses detrimental to the water supply of the grantor, the use of the land shall revert to the grantor.

7.-- The grantee shall reimburse the grantor for any outlay which it, the said grantor may have made by reason of the grantee having imposed upon said land any charges for any municipal improvements, paving or other wise, on and after January 1, 1923. In the event that any portion of the above described land, properly assessable for municipal improvements, shall be reclaimed from the grantee by the grantor, as above provided, the said grantor will reimburse the grantee for its outlay thereon.

Signature of Owner or Agent _____
Do not alter size of blank in any manner

Ward 0
Plate 0
No. 50-3

And the said Williamsport Water Company, grantor, doth hereby ~~authorize~~ constitute and appoint Henry D. Brown to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this deed before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

IN TESTIMONY WHEREOF, the said Williamsport Water Company has caused this Indenture to be signed by its President and its corporate seal affixed, attested, by its Secretary the day and year first above written.



RECREATION DEPARTMENT
CITY OF WILLIAMSPORT

M E M O R A N D U M

DATE: March 21, 2019
TO: City Council Members (7); Mayor Campana
FROM: Jess Novinger

SUBJECT: Memorandum of Understanding between the City of Williamsport and the Williamsport WAVES Swim Team; Lifland Skatepark Lease Agreement Renewal and Extension

Attached for Council action Thursday, March 28, 2019 is a resolution authorizing the City to proceed with the renewal of a memorandum of understanding with the Williamsport WAVES Swim Team, as well as, a resolution to renew and extend the Lifland Skatepark lease agreement.

Williamsport WAVES Swim Team

Last year's MOU was able to establish a foundation between the City of Williamsport and the Williamsport WAVES Swim Team to continue providing positive recreation activities for the City's youth.

Both parties found the terms of the previous MOU to be favorable and would like to simply enter into a new MOU for the 2019 season.

Please find the 2019 MOU attached for your review.

Lifland Skatepark Lease Renewal and Extension

Attached you will find a copy of the Lifland Skatepark lease agreement which was approved on July 7, 2016, as well as, resolution #8762 from April 12, 2018 extending the original agreement to April 20, 2019. There is also a letter from Sally Lifland-Butterfield expressing the Lifland Skatepark Board's intent to renew the lease for a new term of one (1) year.

The skatepark has been inspected by the Codes Department, Streets & Parks, and the Recreation Department. A small list of annual maintenance items will be addressed by the Lifland Board members and volunteers. Any items requiring repairs/improvements in the past have all been addressed. It is the intent to renew/extend this lease agreement for a term of one (1) year.

If you have any additional questions please feel free to contact me at your convenience.