

RESOLUTION 1997-2
OF
INDIAN LAKE BOROUGH

AND NOW, this 13th day of May, 1997 the Borough Council of Indian Lake Borough hereby resolves as follows:

WHEREAS, Bernie Wires submitted a proposed plan for an elevated sand mound on Cayuga No. 12, Arawak No. 41 and Arawak No. 42, by letter dated May 31, 1996, a copy of which is attached hereto;

WHEREAS, Wires appealed an advisory letter from Indian Lake Borough Council to the Zoning Hearing Board, which Appeal was dismissed;

WHEREAS, Wires appealed the same advisory letter to the Court of Common Pleas of Somerset County, which Appeal is still pending;

WHEREAS, the action in the Court of Common Pleas of Somerset County is pending at No. 409-Civil-1996;

WHEREAS, Wires has appealed the denial of his sewage permit to the Indian Lake Borough Council;

WHEREAS, Wires has agreed to address certain concerns previously raised by Indian

Lake Borough Council,

NOW THEREFORE, Indian Lake Borough Council hereby agrees to the issuance of a sewage permit subject to the following terms and conditions:

1. Wires shall execute a deed which shall be full and complete, and in all manners identical to the copy of the deed attached hereto, which has been previously prepared by counsel for Wires, and submitted to Indian Lake Borough. The deed shall be signed by Bernie Wires and Linda L. Wires, husband and wife.

2. All of the covenants set forth in the deed shall be deemed to be covenants with run with the land, and shall be binding on subsequent grantees, transferees or assignees of Wires.

3. Wires shall, on or before the date of actual receipt of a sewage permit from Indian Lake Borough withdraw the appeal to the Indian Lake Borough Council, and settle and discontinue with prejudice the case of Bernie Wires and Linda L. Wires vs. Indian Lake Borough in the Court of Common Pleas of Somerset County, Pennsylvania at No. 409-Civil-1996 and provide a certificate of settlement to Indian Lake Borough.

4. Wires shall file a written statement with Indian Lake Borough agreeing that the following conditions are conditions (in addition to other conditions normally imposed on a sewage permit, and those set forth in the deed) which are acceptable to Wires and these conditions shall become part of his sewage permit:

a) Wires agrees to allow Indian Lake Borough to inspect the installation of the sewage facility, and particularly to inspect all work done in connection with the installation of the sand mound, and the installation of the pipe which will run under the Borough right-of-way, Peninsula Drive.

b) As a condition of the issuance of the sewage permit Wires agrees that he will be responsible for repair of any malfunction, break, or inability of the system to function, and such obligation shall be binding on any assignee, transferee or grantee of Wires. A copy of these conditions shall be provided to any assignee, grantee, or transferee of Wires.

c) Wires shall, upon becoming aware of a malfunction or break in any part of the system, and particularly in the delivery line underneath Peninsula Drive, immediately notify Indian Lake Borough of such malfunction or break.

d) Wires shall, upon completion of the installation of the delivery line under Peninsula Drive install a permanent monument on both sides of Peninsula Drive indicating the location of the delivery line.

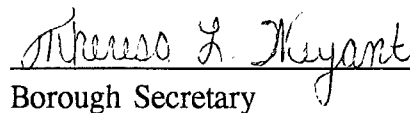
e) Wires shall maintain a two-foot distance between the top of his delivery line, and the bottom of the six-inch Indian Lake Borough water line along Peninsula Drive.

f) Any breach of any condition of this permit, or the covenants set forth in the attached deed shall be deemed to be a material breach, and Indian Lake Borough, at its discretion, may suspend, revoke, or modify the permit, in the event that these conditions are not complied with.

5. A copy of the conditions set forth in Paragraphs a - f and the deed shall be attached to the sewage permit, and are incorporated herein by reference as if fully set forth.



Richard W. Stern, President
Indian Lake Borough Council



Borough Secretary

**SPECIAL CONDITIONS
TO
SEWAGE PERMIT**

- a) Wires agrees to allow Indian Lake Borough to inspect the installation of the sewage facility, and particularly to inspect all work done in connection with the installation of the sand mound, and the installation of the pipe which will run under the Borough right-of-way, Peninsula Drive.

- b) As a condition of the issuance of the sewage permit Wires agrees that he will be responsible for repair of any malfunction, break, or inability of the system to function, and such obligation shall be binding on any assignee, transferee or grantee of Wires. A copy of these conditions shall be provided to any assignee, grantee, or transferee of Wires.

- c) Wires shall, upon becoming aware of a malfunction or break in any part of the system, and particularly in the delivery line underneath Peninsula Drive, immediately notify Indian Lake Borough of such malfunction or break.

- d) Wires shall, upon completion of the installation of the delivery line under Peninsula Drive install a permanent monument on both sides of Peninsula Drive indicating the location of the delivery line.

- e) Wires shall maintain a two-foot distance between the top of his delivery line, and the bottom of the six-inch Indian Lake Borough water line along Peninsula Drive.

- f) Any breach of any condition of this permit, or the covenants set forth in the attached deed shall be deemed to be a material breach, and Indian Lake Borough, at its discretion, may suspend, revoke, or modify the permit, in the event that these conditions are not complied with.

COPY

This Indenture,

MADE THE _____ *day of* _____ *in the*
year of our Lord one thousand nine hundred ninety-seven (1997).

BETWEEN BERNIE WIRES and LINDA L. WIRES, husband and wife, of R. D. #12, Box 78, Greensburg, Pennsylvania, 15601, GRANTORS, Parties of the First Part,

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BERNIE WIRES and LINDA L. WIRES, husband and wife, of R. D. #12, Box 78, Greensburg, Pennsylvania, 15601, to hold as tenants by the entireties, GRANTEES, Parties of the Second Part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of ONE AND 00/100 (\$1.00) Dollar, lawful money of the United States of America unto them well and truly paid by the said parties of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties of the second part, their heirs and assigns, ALL the following described real estate:

CAYUGA LOT NO. 12:

ALL that certain piece or parcel of ground situate, lying and being in the Borough of Indian Lake, County of Somerset and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stake on the westerly side of an access road, common corner of Lot hereby conveyed and Cayuga Lot No. 11; thence along Cayuga Lot No. 11, North 71° 29' West, 160 feet more or less to the Normal Pool Level of Indian Lake at Elevation 2280 feet (PHD); thence in a generally northerly direction along the various meanderings of Indian Lake at said Normal Pool Level a distance of approximately 110 feet to a point where the said Normal Pool Level of Indian Lake at 2280 feet (PHD) meets the dividing line between the Lot hereby conveyed and Cayuga Lot No. 13; thence along Cayuga Lot No. 13, South 71° 29' East, 210 feet more or less to a stake on the westerly side of said access road, common corner of lot hereby conveyed and Cayuga Lot No. 13; thence along the westerly side of said access road, South 11° 05' West 97.16 feet to a stake, the place of beginning, being marked, and known on the print of Neilan Engineers, dated April 1964, as Cayuga Lot No. 12, which print is recorded in Deed Book Volume 724, Page 66.

TOGETHER WITH the necessary rights of ingress, egress, and regress to Grantees, their heirs and assigns, in common with Allegheny Mountain Lakes, Inc. and other lot owners, to the aforesaid Lot of ground, over and across such roadways or streets that Allegheny Mountain Lakes, Inc., its successors and assigns, may locate and construct.

UNDER AND SUBJECT to all the exceptions and reservations, covenants running with the land, maintenance charges, conditions, restrictions and regulations set forth or referred to in the deed of Allegheny Mountain Lakes, Inc. to Robert E. Sickles, Jr. and Thelma Carlene Sickles, husband and wife, dated March 9, 1967 and recorded in the Office of the Recorder of Deeds, Somerset County, Pennsylvania in Deed Book Volume 642, Page 355, all of which are included herein by reference and are made a part hereof as if set forth herein in full and at length, all of which Grantees have examined and to all of which Grantees, their heirs and assigns, agree by the acceptance of this Deed. These terms, covenants, conditions and restrictions are set forth in eight (8) consecutively numbered paragraphs in the aforesaid deed, all of which paragraphs are incorporated herein by reference thereto. In Paragraph 9 in the aforesaid deed, restrictions, regulations, conditions, covenants and easements, along with maintenance charge or charges as set forth in these eight (8) paragraphs apply and are binding upon the within Lot, the buildings or improvements, if any, erected thereon, and the use thereof to the same extent where the said Lot is transferred or passed by will and/or inheritance laws.

BEING the same premises (Cayuga Lot No. 12) conveyed by deed of Carl A. Galley and Antoinette E. Galley, husband and wife, and John G. McMaster, single, and Janice G. McMaster, single, to Bernie Wires and Linda L. Wires, husband and wife, dated September 18, 1995, and recorded September 25, 1995, in Somerset County Record Book Volume 1290, Page 75.

ARAWAK LOT NO. 41:

ALL that certain lot or parcel of ground situate in Indian Lake Borough, Somerset County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the Eastern side of a 50 foot access road, common corner of Lot (Arawak Lot No. 41) hereby conveyed and Arawak Lot No. 40; thence along Arawak Lot No. 40, South 85° 03' East 201.15 feet to a point, common corner of Lot hereby conveyed, Arawak Lot No. 39, Arawak Lot No. 40 and Arawak Lot No. 14; thence along Arawak Lot No. 14 and Arawak Lot No. 13, North 11° 05' East 158.60 feet to a point, common corner of Lot hereby conveyed and Arawak Lot No. 42; thence along Arawak Lot No. 42, North 86° 55' West 202.05 feet to a point on the Eastern side of the aforesaid 50 foot access road; thence along the Eastern side of said 50 foot access road, South 11° 05' West 152.00 feet to a point, the place of beginning, being marked and known as ARAWAK LOT NO. 41.

ARAWAK LOT NO. 42:

ALL that certain lot or parcel of ground situate in Indian Lake Borough, Somerset County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the Eastern side of a 50 foot access road, common corner of Lot (Arawak Lot No. 42) hereby conveyed and Arawak Lot No. 41; thence along Arawak Lot No. 41, South 86° 55' East 202.05 feet to a point on line of Arawak Lot No. 13, common corner of Arawak Lot No. 41 and Lot hereby conveyed; thence along Arawak Lot No. 13 North 11° 05' East 138.00 feet to a point, common corner of Lot hereby conveyed and Arawak Lot No. 43; thence along Arawak Lot No. 43, North 78° 12' West 211.05 feet to a point on the Eastern line of the aforesaid 50 foot access road; thence along the Eastern side of the aforesaid 50 foot access road, the following two (2) courses and distances: South 23° 55' East 19.27 feet and South 11° 05'

West 153.00 feet to a point; the place of beginning, marked and known as ARAWAK LOT NO. 42.

THE AFORESAID TWO (2) LOTS are more particularly described as set forth on that survey draft dated September 16, 1971, a copy of which is attached to the hereinafter recited deed recorded at Somerset County Record Book Volume 1301, Page 760.

UNDER AND SUBJECT TO the exceptions, reservations, conditions, covenants, rights-of-way, easements and other interests in the land as the same may appear on the premises or which are of record or which are applicable to the lots in the Arawak Plan of Lots.

EXCEPTING AND RESERVING all coal, mineral and mining rights as set forth in prior deeds of record.

BEING the same premises (Arawak Lot No. 41 and Arawak Lot No. 42) conveyed by deed of British Overseas Property Corp. to Bernie Wires and Linda L. Wires, husband and wife, dated January 2, 1996, and recorded January 11, 1996, in Somerset County Record Book Volume 1301, Page 760.

THE ABOVE THREE LOTS, Cayuga Lot No. 12, Arawak Lot No. 41 and Arawak Lot No. 42, are by this deed permanently tied together and shall not be sold or conveyed separately hereafter.

This deed shall not be construed to change or otherwise adversely affect the reverter clause contained in the Deed of Dedication between Allegheny Mountain Lakes, Inc., a Pennsylvania corporation, and Wenatchee, Inc., a Pennsylvania corporation, and the Borough of Indian Lake, dated August 24, 1970, and recorded in Somerset County Deed Book Volume 690, Page 6.

NOTICE: THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND.

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NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Bernie Wires
Linda L. Wires

This day of 1997

The above notices, however, are not intended to except or reserve any interest in the coal or mining rights in the above-described premises in the Grantors herein, nor is the inclusion of these notices intended to enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument.

THE GRANTOR HEREBY ACKNOWLEDGES THAT THE GRANTOR HAS NOT DISPOSED OF HAZARDOUS WASTE ON THE PROPERTY ABOVE DESCRIBED, NOR, TO THE ACTUAL KNOWLEDGE OF THE GRANTOR, HAS HAZARDOUS WASTE EVER BEEN DISPOSED OF ON THE PROPERTY ABOVE DESCRIBED. THE TERMS "HAZARDOUS WASTE" AND "DISPOSED," AS USED HEREIN, SHALL HAVE, IN ADDITION TO THEIR NORMAL AND CUSTOMARY MEANINGS, THE DEFINITIONS CONTAINED IN THE "SOLID WASTE MANAGEMENT ACT," ACT 1980-97. AS USED IN THIS CLAUSE, THE WORD "GRANTOR" MEANS ALL OF THOSE PERSONS, WHETHER ONE OR MORE, WHO ARE THE GRANTORS IN THE INSTRUMENT OF CONVEYANCE IN WHICH THIS CLAUSE IS CONTAINED.

THIS IS A CONVEYANCE from husband and wife to husband and wife for the purpose of permanently tying together the three lots of ground more particularly described in this deed, and this conveyance is therefore exempt from realty transfer tax.

TOGETHER with all and singular, the said property, improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever, of the said parties of the first part, in law, equity or otherwise howsoever, of, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said real estate, hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns, to and for the only proper use and behoof of the said parties of the second part, their heirs and assigns forever.

AND the said grantors hereby covenant and agree that they will warrant SPECIALLY the property hereby conveyed.

IN WITNESS WHEREOF, the said parties of the first part have to these presents set their hands and seals. Dated the day and year first above written.

*Signed, Sealed and Delivered
in the Presence of*

Bernie Wires _____ (SEAL)

Linda L. Wires _____ (SEAL)

STATE OF PENNSYLVANIA

} ss.

COUNTY OF

On this, the _____ day of _____, 1997, before me, the undersigned officer, personally appeared BERNIE WIRES and LINDA L. WIRES, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

Title of Officer.

I do hereby certify that the precise residence and complete post office address of the within named Grantees is R. D. #12, Box 78, Greensburg, Pennsylvania, 15601.

, 1997.

Attorney for _____

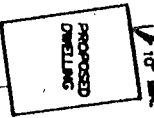
INDIAN LAKE
NORMAL POOL
ELEVATION 2280



CAYUGA #12

CAYUGA #13

500 GAL.
DOSING TANK
1000 GAL.
SEPTIC TANK



PROPOSED WATER SUPPLY
(UNDER PRESSURE)

EXISTING 6" SOURCE WATER LINE TO BE LOCATED & RELOCATED TO CONSTRUCTION

PENINSULA DRIVE
50' R/W

ARAWAK

TOE OF BERM
TOE OF SAND

6.5'-8'

10' 8"

2" DELIVERY

4" SCH

CLEANOUT 10" MIN.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF SOMERSET

} ss.

RECORDED on this _____ day of _____, A.D. 19_____,
in Recorder's office of the said County, in Record Book Volume _____, Page _____.

Given under my hand and the seal of the said office, the date above written.

Recorder