

**AGREEMENT TO VACATE THE RIGHT OF WAY  
OF SOUTH CONCORD ROAD**

THIS AGREEMENT made this 16<sup>th</sup> day of August 2021, is by and among Big Bear Gulch, LLC (hereafter Big Bear) and ROLLING GREEN MEMORIAL PARK LLC, a Pennsylvania limited liability company (formerly known as Rolling Green Memorial Park Parent LLC, successor by merger to Rolling Green Acquisition Corp., a Pennsylvania corporation) (hereafter Rolling Green) or the Parties of the First Part, and West Goshen Township (hereinafter the Township).

WHEREAS Big Bear and Rolling Green are collectively referred to herein as the “Parties of the First Part”; and

WHEREAS Rolling Green is the owner in fee of the Real Estate (Rolling Green Property) identified as the Northeast Side of South Concord Road, UPI No. 52-5-118; and

WHEREAS Big Bear is the owner in fee of the Real Estate (Big Bear Property) identified as 504 South Concord Road, UPI No. 52-5-109(e); and

WHEREAS the Big Bear Property and Rolling Green Property are abutting and adjacent to each other as located in the Township; and

WHEREAS South Concord Road is a Township road with a portion of the South Concord Road right of way located on the real estate; and

WHEREAS the said right of way to be vacated which lies on and within the real estate of the Parties of the First Part has never been improved nor opened for public use; and

WHEREAS it is the intention of the three parties herein to vacate a portion of the right of way of South Concord Road: and

WHEREAS, the Parties of the First Part have requested the West Goshen Township Board

WHEREAS, the Parties of the First Part have requested the West Goshen Township Board of Supervisors vacate that portion of South Concord Road encumbering their respective properties; and

WHEREAS the Parties of the First Part agree that if the Township Board of Supervisors acts upon the request of the parties of the First Part to vacate the portion of South Concord Road encumbering their respective Real Estate that the Parties of the First Part will waive any rights to utilize the right of way as vacated as part of a public road and further waive any rights to monetary compensation to that portion of South Concord Road as vacated.

NOW, THEREFORE, it is mutually covenanted and agreed by the parties herein to be legally bound hereby that:

(a) The Board of Supervisors of West Goshen Township hereby approves the request of the Parties of the First Part to vacate that portion of South Concord Road which encumbers the respective Real Estate of the Parties of the First Part which portion (area) to be vacated more fully described in the legal description attached hereto, made part hereof, marked Exhibit "A" and as further illustrated on a copy of a "Right-of-Way" Plan highlighting the area of the right of way to be vacated as Exhibit "B".

(b) In consideration of the action by the Township in vacating that portion of South Concord Road as shown on Exhibits A and B attached hereto, and made a part hereof, the Parties of the First Part agree to waive any claims against the Township by reason of vacating that portion of South Concord Road including any claims to use that portion of South Concord Road as a public road and/or for monetary compensation.

(c) The Parties of the First Part, in addition, agree that they will be responsible for

and will pay for all costs attendant to the filing or recording of this Agreement and any subsequent deeds necessary to memorialize the vacating of the Right of Way (described herein) as well as any documents required by the Township necessary evidencing the vacating of the aforesaid portion of the right of way of South Concord Road.

(d) This Agreement shall be a covenant which will run with the Real Estate involved and the aforesaid tax parcels of the Parties of the First Part.

(e) This Agreement will be recorded in the Office of the Recorder of Deeds in order to inform the public of the vacating of the right of way portion of South Concord Road described herein.

(f) The Township accepts the Agreement as permitted under the Second-Class Township Code at Title 53 § 67311: Relocating or Vacating Roads by Agreement.

(g) The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have set their respective corporate, company and municipal hands and seals on the day first above written.

BIG BEAR GULCH, LLC

  
Name: Michael P. Ryan  
Title: Authorized Member

ROLLING GREEN MEMORIAL PARK  
LLC, a Pennsylvania limited liability  
company (formerly known as Rolling Green  
Memorial Park Parent LLC, successor by  
merger to Rolling Green Acquisition Corp.,  
a Pennsylvania corporation



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Name: Jeffrey DiGiovanni  
Title: Chief Financial Officer

WEST GOSHEN TOWNSHIP

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Shaun Walsh, Chairman  
Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA :

SS.

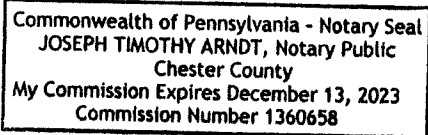
COUNTY OF CHESTER :

On this 17<sup>th</sup> day of August, 2021, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Michael P. Ryan, who acknowledged himself to be an Authorized Member of Big Bear Gulch, LLC and that he, as such Authorized Member, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

*Joseph Timothy Arndt*  
Notary Public

My Commission Expires: 12/13/2023




COMMONWEALTH OF PENNSYLVANIA :

SS.

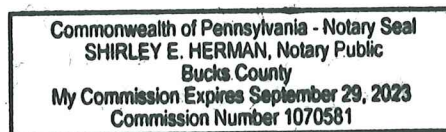
COUNTY OF BUCKS :

On this 16 day of August, 2021, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Jeffrey DiGiovanni who acknowledged himself to be the Chief Financial Officer of Rolling Green Memorial Park LLC, a Pennsylvania limited liability company (formerly known as Rolling Green Memorial Park Parent LLC, successor by merger to Rolling Green Acquisition Corp., a Pennsylvania corporation) and that he, as such Chief Financial Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

  
Notary Public

My Commission Expires:



**COMMONWEALTH OF PENNSYLVANIA** :

**SS.**

**COUNTY OF CHESTER** :

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Shaun Walsh, who acknowledged himself to be the Chairman of the Board of Supervisors of West Goshen Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

**WITNESS** my hand and official seal the day and year aforesaid.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**Legal Description**  
**SOUTH CONCORD ROAD**  
**RIGHT-OF-WAY TO BE VACATED**  
**For**  
**BIG BEAR GULCH, LLC**

**All that certain** right-of-way situate in the Township of West Goshen, County of Chester, Commonwealth of Pennsylvania, as shown on plan entitled "Right-Of-Way Exhibit – 504 S. Concord Road Subdivision" dated 09/14/2020, last revised 04/20/2021, prepared for Big Bear Gulch, LLC, by DL Howell & Associates, Inc., Civil Engineers, West Chester, PA, and to be recorded in the office of the Recorder Of Deeds in and for the County of Chester as Plan # \_\_\_\_\_, being more particularly described as follows:

**Beginning** at a rebar to be set on the southwesterly right-of-way line of South Concord Road (T-642) (50 feet wide), said point being located North 32°00'15" West, 2.95 feet along said southwesterly right-of-way line of South Concord Road from a rebar to be set at its intersection with the northwesterly right-of-way line of McIlvaine Drive (50 feet wide), being a corner of Lot 5 as shown on said plan; thence from said **Point of Beginning**, running through Lot 5, along the cul-de-sac of South Goshen Road the following two (2) courses and distances: 1) along a curve to the left, having a radius of 25.00 feet, an arc length of 31.13 feet, through an angle of 71°21'17", and whose chord bears North 67°40'53" West, 29.16 feet to a point of reverse curve; and 2) along said curve to the right, having a radius of 50.00 feet, an arc length of 141.56 feet, through an angle of 162°13'09", and whose chord bears North 22°14'57" West, 98.80 feet to a point of non-tangency on the westerly line of lands now or late of Rolling Green Acquisition Corp. (UPI #52-5-118); thence, along the same the following two (2) courses and distances: 1) along Lot 5 and Lot 7, North 33°21'13" West, 242.17 feet to a point; and 2) continuing along Lot 7, North 34°30'47" West, 107.11 feet to a point; thence, running through Lot 7 the following two (2) courses and distances: 1) South 55°29'13" West, 5.00 feet to a point; and 2) North 34°30'47" West, 166.96 feet to a point on the southeasterly line of UPI #52-5-108; thence, along the same and within said lands of Rolling Green Acquisition Corp., North 45°17'13" East, 60.96 feet to a point; thence, running through said lands of Rolling Green Acquisition Corp. the following six (6) courses and distances: 1) South 34°30'47" East, 177.76 feet to a point; 2) South 55°29'13" West, 5.00 feet to a point; 3) South 34°30'47" East, 107.61 feet to a point; 4)



South 33°21'13" East, 254.62 feet to a point; 5) South 32°00'15" East, 12.20 feet to a point; and 6) crossing the right-of-way of South Concord Road, South 57°59'45" West, 50.00 feet to a point on said southwesterly line of Rolling Green Acquisition Corp.; thence, along the same, South 32°00'15" East, 98.09 feet to the **Point and Place of Beginning**.

**Containing:** 33,114 Square Feet or 0.760 Acre of Land, be the same more or less.

**Being:** "Right-Of-Way to be Vacated" as shown on said plan.

**Subject to:** Any easements or encumbrances as may appear of record.

**Being:** A part of the same premises which Rolling Green Memorial Park, Inc. by deed dated November 12<sup>th</sup>, 1999 and recorded December 13<sup>th</sup>, 1999 in the office of the Recorder of Deeds, in and for Chester County in Record Book 4683, Page 842 granted and conveyed to Rolling Green Acquisition Corp.

**Prepared:** April 29, 2021

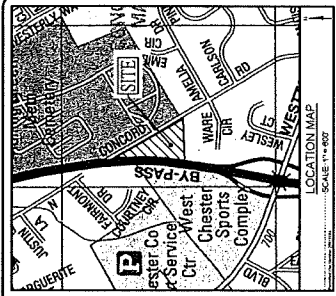
13488 Legal Description S. Concord Rd to Vacate.docx



NO.	DATE	DESCRIPTION
1	03/17/2011	PRELIMINARY DESIGN AND SURVEY ALTERNATE VIEW LETTERS
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**RIGHT-OF-WAY EXHIBIT**  
 WEST COSHEN TOWNSHIP, CHESTER COUNTY, PA  
 504 S CONCORD ROAD  
 BIG BEAR GULCH LLC  
 PROJECT NO. 3880  
 DATE: 03/17/2011  
 SHEET NO. 11 OF 11

NO.	DATE	DESCRIPTION
1	03/17/2011	PRELIMINARY DESIGN AND SURVEY ALTERNATE VIEW LETTERS
2		
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**GENERAL NOTES**

- SEE CONSTRUCTION CONTRACT FOR ANY CHANGE OF ORDER OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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**P/W CURVE DATA**

CURVE #	BEARING	LENGTH	DELTA	CURVE DISTANCE	CHORD LENGTH	CHORD BEARING
C1-1	N45°17'31"E	21.97	94.32	14.12	19.98	N45°17'31"E
C1-2	S75°33'30"W	23.87	94.32	14.12	19.98	S75°33'30"W
C1-3	N45°17'31"E	21.97	94.32	14.12	19.98	N45°17'31"E
C1-4	S75°33'30"W	23.87	94.32	14.12	19.98	S75°33'30"W
C1-5	N45°17'31"E	21.97	94.32	14.12	19.98	N45°17'31"E
C1-6	S75°33'30"W	23.87	94.32	14.12	19.98	S75°33'30"W
C1-7	N45°17'31"E	21.97	94.32	14.12	19.98	N45°17'31"E
C1-8	S75°33'30"W	23.87	94.32	14.12	19.98	S75°33'30"W
C1-9	N45°17'31"E	21.97	94.32	14.12	19.98	N45°17'31"E
C1-10	S75°33'30"W	23.87	94.32	14.12	19.98	S75°33'30"W
C1-11	N45°17'31"E	21.97	94.32	14.12	19.98	N45°17'31"E
C1-12	S75°33'30"W	23.87	94.32	14.12	19.98	S75°33'30"W

**STORM EASEMENT CURVE DATA**

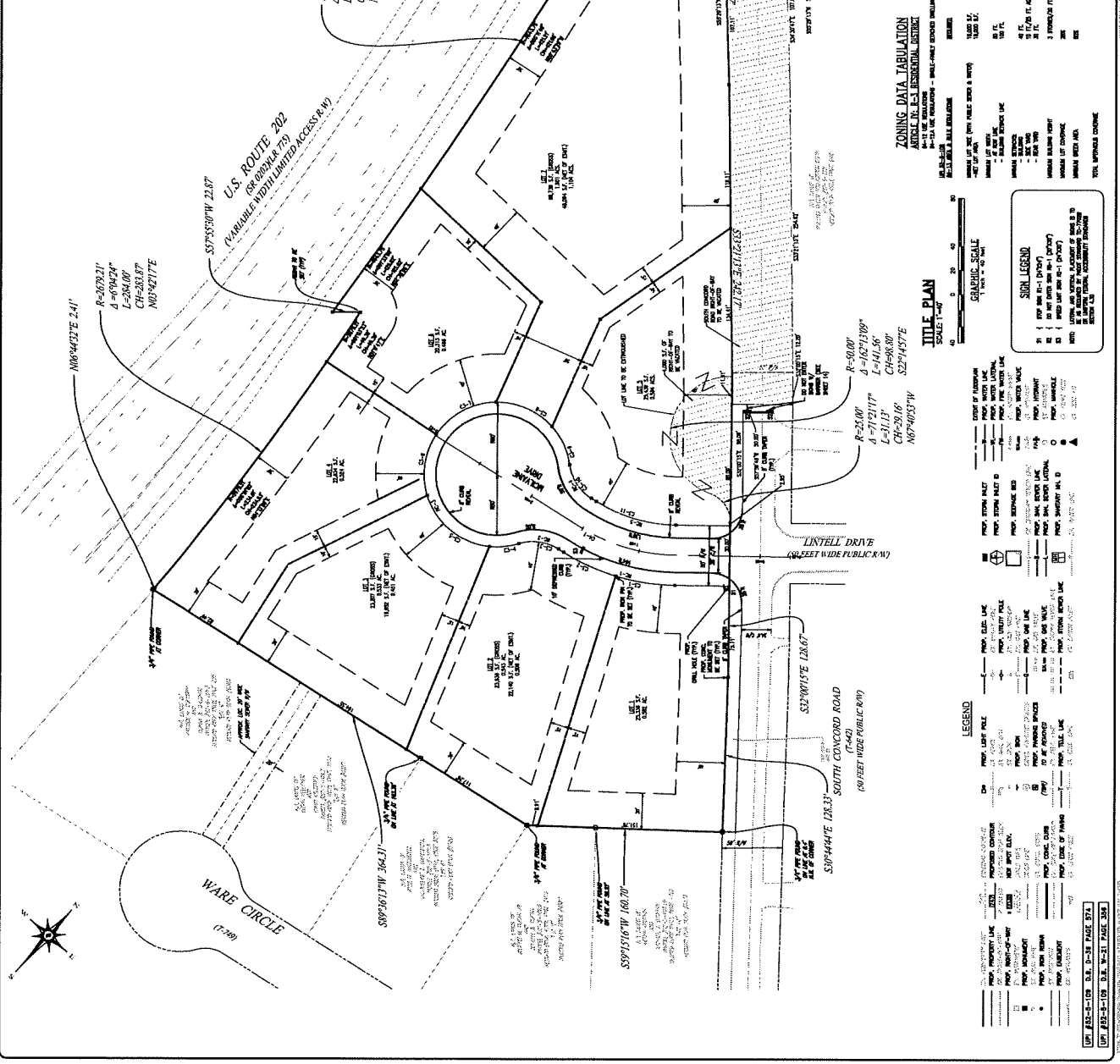
CURVE #	BEARING	LENGTH	DELTA	CURVE DISTANCE	CHORD LENGTH	CHORD BEARING
C1-1	N45°17'31"E	21.97	94.32	14.12	19.98	N45°17'31"E
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C1-5	N45°17'31"E	21.97	94.32	14.12	19.98	N45°17'31"E
C1-6	S75°33'30"W	23.87	94.32	14.12	19.98	S75°33'30"W
C1-7	N45°17'31"E	21.97	94.32	14.12	19.98	N45°17'31"E
C1-8	S75°33'30"W	23.87	94.32	14.12	19.98	S75°33'30"W
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C1-10	S75°33'30"W	23.87	94.32	14.12	19.98	S75°33'30"W
C1-11	N45°17'31"E	21.97	94.32	14.12	19.98	N45°17'31"E
C1-12	S75°33'30"W	23.87	94.32	14.12	19.98	S75°33'30"W

**REFERENCE PLANS**

- SEE CONSTRUCTION CONTRACT FOR ANY CHANGE OF ORDER OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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**ZONING DATA TABULATION**

NO.	DATE	DESCRIPTION
1	03/17/2011	PRELIMINARY DESIGN AND SURVEY ALTERNATE VIEW LETTERS
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**LEGEND**

- PROPOSED RIGHT-OF-WAY LINE (P-40)
- PROPOSED EASEMENT LINE (E-40)
- PROPOSED CENTERLINE (CL)
- PROPOSED DRIVEWAY (D)
- PROPOSED SIDEWALK (S)
- PROPOSED CURB (C)
- PROPOSED GROUND SURFACE (GS)
- PROPOSED EXISTING SURFACE (ES)
- PROPOSED EXISTING DRIVEWAY (ED)
- PROPOSED EXISTING SIDEWALK (ESW)
- PROPOSED EXISTING CURB (EC)
- PROPOSED EXISTING UTILITY POLES (EUP)
- PROPOSED EXISTING UTILITY TRENCHES (EUT)
- PROPOSED EXISTING UTILITY LINES (EUL)
- PROPOSED EXISTING UTILITY MANHOLES (EUM)
- PROPOSED EXISTING UTILITY VALVES (EUV)
- PROPOSED EXISTING UTILITY BOXES (EUB)
- PROPOSED EXISTING UTILITY STRUCTURES (EUS)
- PROPOSED EXISTING UTILITY DEPRESSIONS (EUD)
- PROPOSED EXISTING UTILITY ENCLOSURES (EUE)
- PROPOSED EXISTING UTILITY ENCLOSURE DEPRESSIONS (EUE-D)
- PROPOSED EXISTING UTILITY ENCLOSURE VALVES (EUE-V)
- PROPOSED EXISTING UTILITY ENCLOSURE BOXES (EUE-B)
- PROPOSED EXISTING UTILITY ENCLOSURE STRUCTURES (EUE-S)
- PROPOSED EXISTING UTILITY ENCLOSURE DEPRESSIONS (EUE-D)
- PROPOSED EXISTING UTILITY ENCLOSURE VALVES (EUE-V)
- PROPOSED EXISTING UTILITY ENCLOSURE BOXES (EUE-B)
- PROPOSED EXISTING UTILITY ENCLOSURE STRUCTURES (EUE-S)

**GRAPHIC SCALE**  
1" = 40'

**TITLE PLAN**  
SCALE: 1" = 40'

**SIGN LEGEND**

- PROPOSED DRIVEWAY (D)
- PROPOSED SIDEWALK (S)
- PROPOSED CURB (C)
- PROPOSED GROUND SURFACE (GS)
- PROPOSED EXISTING SURFACE (ES)
- PROPOSED EXISTING DRIVEWAY (ED)
- PROPOSED EXISTING SIDEWALK (ESW)
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- PROPOSED EXISTING UTILITY POLES (EUP)
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- PROPOSED EXISTING UTILITY ENCLOSURE BOXES (EUE-B)
- PROPOSED EXISTING UTILITY ENCLOSURE STRUCTURES (EUE-S)

**APPENDIX A - 110' x 110' SCALE**

DATE: 03/17/2011

DRAWN BY: [Name]

CHECKED BY: [Name]

SCALE: 1" = 40'

SHEET NO. 11 OF 11