

AFFIDAVIT FILED

Instr: 201612020025310 12/02/2016
Pages: 8 F: \$75.00 9:25AM
Michele Mustello T20160016764
Butler County Recorder MEPMCNICKL

RIGHT-OF-WAY AGREEMENT

This Right-of-Way Agreement is made this 1st day of November, 2016 by and between
KEITH E. WHIPKEY, of 877 Branchton Road, Boyers, Pennsylvania 16020, party of the first part,
hereinafter referred to as the Grantor;

AND

JERRY L. FEATHER and PATRICIA A. FEATHER, his wife, of 875 Branchton Road, Boyers,
Pennsylvania 16020, party of the second part, hereinafter referred to as the Grantees.

WITNESSETH:

WHEREAS, the Grantor is the owner of certain land situated in the Township of Cherry,
Butler County, Pennsylvania, having obtained title to the same pursuant to a deed dated July 1, 1998
and recorded on July 1, 1998 at Deed Book Volume 2881 Page 707 and being known and marked as
Lot 1 of the McKnight Plan #1, recorded on June 1, 1998 at Plan Book 213 Page 12 of the Butler
County Recorder's Office, and Lot 6 of the J.S. McCormick Plan of Subdivision known as the
"Limewood Corporation" Plan of Lots, recorded on June 18, 1985 at Rack File 105, Pages 35 and 36
of the Butler County Recorder's Office, hereinafter referred to as the "Grantor's Land"; and

WHEREAS, the Grantees are the owners of lands directly to the west of the Grantor's Land,
also located in the Township of Cherry, Butler County, Pennsylvania, having obtained title to the
same pursuant to the deed recorded at Instrument No. 201612020025309 of the Butler
County Recorder's Office, being 86.21 acres of land, hereinafter referred to as the "Grantees' Land"
and;

WHEREAS, access to the Grantees' Land is over a fifty (50) feet wide private right-of-way on lands owned by the Grantor, as shown in the McKnight Plan #1 recorded on June 1, 1998 at Plan Book 213 Page 12 of the Butler County Recorder's Office; and;

WHEREAS, the parties hereto are desirous of setting forth in writing the terms and conditions of the right-of-way or easement over the Grantor's Land, which services the Grantees' Land.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

SECTION ONE

CONVEYANCE

It is hereby agreed that in consideration of One and 00/100 Dollars (\$1.00) paid by the Grantees to the Grantor, the receipt of which is hereby acknowledged upon the execution of this Agreement, the Grantor hereby grants, conveys and sells to the Grantees a perpetual, joint, mutual and non-exclusive easement and right-of-way, for purposes of ingress, egress, and regress of the Grantees, their heirs, successors or assigns, over and across the Grantor's Land, which easement or right-of-way shall be fifty (50) feet in width over the said Grantor's Land, the said easement being situated in its present location at the south end of Grantor's lots as shown on the McKnight Plan #1, attached hereto and marked as Exhibit "A".

SECTION TWO
JOINT USAGE AND MAINTENANCE

The easement and right-of-way being conveyed is for the mutual benefit, use and enjoyment of the Grantor and the Grantees, their heirs, successors or assigns. The costs and expenses of maintaining and repairing the said easement in its present condition shall be the joint responsibility of and shared equally by the parties to this Agreement. Either party shall have the right to improve the said right of way or easement at any point in the future. The party desiring to improve the said right of way or easement shall bear all costs and expenses of said improvement, unless otherwise agreed upon by the parties in writing. Should either party convey any part of any real estate subject to the right of way or easement that is the object of this Agreement, then the new owner(s) thereof shall be subject to the joint usage and maintenance responsibilities outlined in this Section.

SECTION THREE
RESTRICTIONS

The right-of-way and easement being conveyed herein by the Grantor to the Grantees shall be used by the parties for ingress and egress to their respective lands as well as for the benefit of their heirs, successors, assigns and invitees. Neither of the parties hereto shall take any action whatsoever which would in any way impede the rights and privileges enjoyed by the other party set forth herein including, but not limited to, parking or obstructing the easement or right-of-way in any manner whatsoever as it shall always remain open to vehicular and pedestrian traffic traveling thereover with no obstructions whatsoever.

The parties agree that no commercial vehicles for logging or digging oil/gas wells or for the extraction of oil or gas shall be permitted on the said right of way without the express written consent of all parties subject to this Agreement. In the event any party breaches that restriction by permitting such prohibited vehicles, said party will be solely liable for the damages to the right of way caused by such activities and for all repair costs necessary to restore the right of way to its condition prior to the use by said prohibited vehicles.

SECTION FOUR

WAIVER

The parties hereto, for themselves, their heirs, successors and assigns, further agree that there are no other rights-of-way or easements across the property of either party for the benefit of the other, except as to the easement set forth herein, and if any such other easements or rights-of-way have existed at any time prior hereto, the said parties hereto, their heirs, successors and assigns, forever relinquish, cancel, nullify and forego the rights to utilize the same.

SECTION FIVE

COVENANT

This easement or right-of-way shall be a covenant running with the lands described above, be perpetual in nature, and bind and benefit the lands of the parties hereto, their heirs, successors, assigns, and invitees.

SECTION SIX

WARRANTY

The parties hereby bind themselves, their heirs, successors and assigns, to warrant and defend the above-described right of way or easement against every person that claims adverse to the same.

SECTION SEVEN
INTEGRATED AGREEMENT

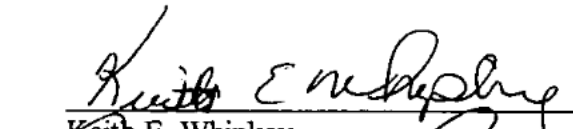
This Agreement contains the full and complete understanding between the parties hereto and may not be amended except by a written document dated hereafter.

IN WITNESS WHEREOF, and intending to be legally bound, the parties set their hands and seals this 20th day of November, 2016.

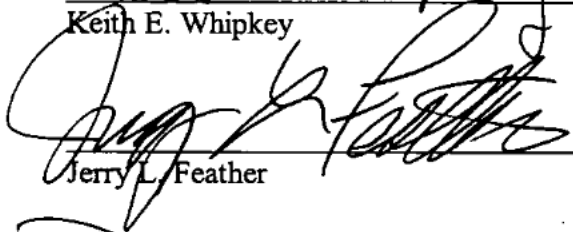
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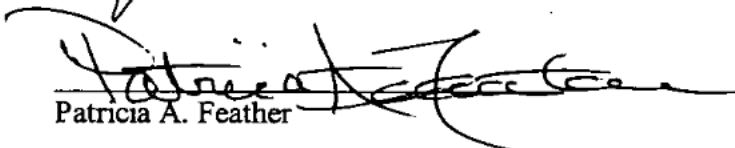
Witness



Keith E. Whipkey



Jerry L. Feather



Patricia A. Feather



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania.


Michele M. Mustello - Recorder of Deeds

Return to:
McNickle & Bonner
209 W Pine Street
Grove City PA 16127

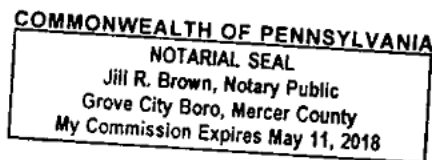
COMMONWEALTH OF PENNSYLVANIA

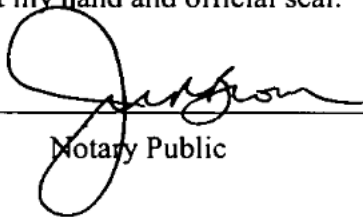
}
} ss
}

COUNTY OF MERCER

ON THIS, the 30th day of November, 2016, before me, a Notary Public, the undersigned officer, personally appeared **KEITH E. WHIPKEY**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public

(SEAL)

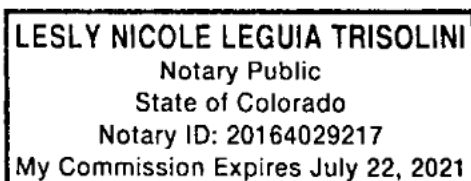
STATE OF COLORADO

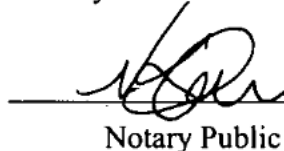
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} ss
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COUNTY OF Adams

ON THIS, the 26th day of November, 2016, before me, a Notary Public, the undersigned officer, personally appeared **JERRY L. FEATHER and PATRICIA A. FEATHER**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public

(SEAL)

PLANNING

[illegible]

98 JUN - 1 AM 05 19
BULLER COUNTY, PA.
On this 07th day of June
in and of said place and county
of Buller County, Pa. known
to me, I certify the within instrument

1982. Before me a Notary Public
I personally came
to be the persons whose names be
ent.

A map showing the location of the Project relative to the T-438, T-437, T-436, and T-435 roads. The Project is marked with a black dot and labeled 'PROJECT'. The roads are labeled 'T-438', 'T-437', 'T-436', and 'T-435'. The Project is located between T-438 and T-437, and between T-436 and T-435.

A.R. Jr. & Q.C. McCalight
DN 2061/925

Alexander D. Murray
Secretary

On this the last day of JUNE, 1976 before me, the Recorder of Deeds in and for said County of Butler, personally appeared _____ who in due form acknowledged the within plat to be their act and deed and desire the same to be recorded as such in witness whereof, I hereunto set my hand and seal.

JOHN M. JIA	LITTON, RI
ALICE G. JIA	PROV, RI
EDM. JIA	PROV

RESEARCHING THE PRACTICE OF
CIVIL SERVICE

22A
of Mable M. McQuinn

LINE	MAKING	DISTANCE
1	51.0	27.6
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100	51.0	27.6

RECORDED JUNE 1, 1998	
PLAY BOOK	PAGE
21312	

BRESKI SURVEYING
PO BOX 630
WORTHINGTON, PA 16262
(412) 297-6362

[Signature]
Notary Public

WAINWRIGHT VLA VIER

AUGUST E. WOKWILIT, JR.

Alfred O. Neff, Jr.
Supt.
Bacon Creek



EXHIBIT "A"

pennsylvania
DEPARTMENT OF REVENUE

Bureau of Individual Taxes
PO BOX 280603
Harrisburg, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid \$0
Book Number Inst #
Page Number 201612020025310
Date Recorded 12216

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Ryan K. Bonner, Esquire		Telephone Number: 724-458-9550	
Mailing Address 209 West Pine Street	City Grove City	State PA	ZIP Code 16127

B. TRANSFER DATA

Date of Acceptance of Document 11/22/16			
Grantor(s)/Lessor(s) Keith Whipkey	Telephone Number: 724-496-5257	Grantee(s)/Lessee(s) Jerry L. Feather and Patricia A. Feather	Telephone Number: 303-618-8025
Mailing Address 877 Branchton Road		Mailing Address 875 Branchton Road	
City Boyers	State PA	ZIP Code 16020	City Boyers
	State PA	ZIP Code 16020	

C. REAL ESTATE LOCATION

Street Address 877 Branchton Road		City, Township, Borough Cherry Township	
County Butler	School District Butler Moniteau	Tax Parcel Number 070-3F31-8A	

D. VALUATION DATA

Was transaction part of an assignment or relocation? ☐ Y ☐ N

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value 12,730.00	5. Common Level Ratio Factor X 9.17	6. Computed Value = 116,734.10

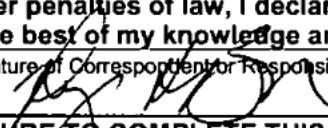
E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 116,734.10	1b. Percentage of Grantor's Interest in Real Estate 100.00%	1c. Percentage of Grantor's Interest Conveyed 100.00%
--	--	--

2. Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. (Name of Decedent) (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed.) Easement for less than \$100.00.

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 11/22/16
--	------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.