

ON-LOT SEWER SERVICE EASEMENT

THIS INDENTURE, made this 24<sup>th</sup> day of November, 2014, by and between **DODSON BROTHERS, LLC**, a Pennsylvania limited liability company, of 2481 Sandy Run Road, Hopewell, Pennsylvania 16650 (hereinafter called Grantor), and **BROAD TOP TOWNSHIP**, a political subdivision established under the laws of the Commonwealth of Pennsylvania, with its office located at 187 Municipal Road, P.O. Box 57, Defiance, Pennsylvania 16633 (hereinafter called Grantee).

WHEREAS, Grantee is about to design, construct and maintain a sanitary sewer system to serve the geographic area known as the Township of Broad Top, County of Bedford, Commonwealth of Pennsylvania; and

WHEREAS, the proper design construction and maintenance of the system requires the acquisition of a right of way(s) at a certain location(s) for tank, pipe and equipment installation and maintenance, and

WHEREAS, the parties hereto have agreed to the grant of a right of way(s) for these purposes.

NOW THEREFORE, the said Grantor(s), for and in consideration of the payment of ONE AND NO/100 (\$1 00) DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby grant and convey to the said Grantee, its successors and assigns, a twenty (20) foot wide perpetual easement and right of way for the construction, installation and maintenance of the treatment tank(s), mechanical and non-mechanical treatment and pumping equipment, sanitary sewer collection, distribution and effluent pipe(s) and all necessary alarms, and a forty (40) foot wide temporary construction easement over the property in Broad Top Township, Bedford County, Pennsylvania, as described in **Record Book 1318 at page 487**, with the **Uniform Parcel Identifier I7-34 and I7-5**, and shown on the attached plan prepared by the Township's architect/engineer, Exhibit A

Temporary construction easements shall be for a period of not more than three (3) months, beginning with the first day of construction on the Grantors' property by the Grantee, or agent thereof. The construction easement shall be forty (40) feet in width for the installation of laterals and lines and 20 feet in width for construction of all other installation and shall include the right to move, store and remove equipment and supplies, erect temporary structures on the land and to perform any other work

necessary and incident to the construction of the project, with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstruction and any other vegetation.

The twenty (20) foot wide perpetual sewer line easement shall be considered to be an assignable easement and right of way in, over and across the Grantors property for the location, construction, operation, maintenance , alteration, repair and patrol of the on-lot septic system or other treatment facility, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstruction and any other vegetation

Easement distances for items other than trunk lines and laterals, shall be considered "buffer zones," and shall be determined from the outside edge of tanks or other components of the treatment system Temporary construction easements and perpetual maintenance easements for these items shall be twenty (20) feet; perpetual easement for these items shall be ten (10) feet, provided however, that nothing contained herein shall be deemed to grant to the Grantee the right to enter into structures erected within the "buffer zones" at the time of grant of this easement

TO HAVE AND TO HOLD the said area of land unto the said Grantee, its successors and assigns forever, to be used as a sanitary sewer right of way

AND FURTHER, it is understood that the Grantee may construct/install sanitary sewer pipes and related facilities upon and within the aforementioned area of land, and also that the said Grantee shall have the right to perpetually enter upon the right of way to maintain the sanitary sewer facilities It is understood that the Grantee shall return the property to its former condition, insofar as reasonably possible, after the initial construction, installation or any maintenance work The Grantor agrees not to do any filling, grading or other activity on the herein granted easement that will interfere with normal operation and maintenance of said sewer line and sewer line area

IT IS UNDERSTOOD that this is not a conveyance of a fee interest, but merely a grant of right of way or easement for sanitary sewer purposes, reserving however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines



IN WITNESS WHEREOF, the Grantors have set their hands and seals this day and year first above written

WITNESS

Barbara Jablonski

Barbara Jablonski

Dodson Brothers, LLC

Clair Dodson  
CLAIR DODSON, Managing Partner

Darrell S. Dodson  
DARRELL S. DODSON, Managing Partner

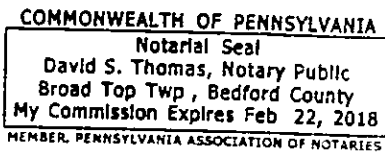
STATE OF PENNSYLVANIA

SS.

COUNTY OF BEDFORD

On this 24<sup>th</sup> day of November, 2014, before me, the undersigned officer, personally appeared **CLAIR DODSON and DARRELL S. DODSON**, 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 hereto set my hand and official seal



David S. Thomas

Notary Public  
Title of Officer

I do hereby certify that the precise residence and complete post office box address of the within named Grantee is 187 Municipal Road, P O. Box 57, Defiance, PA 16633

Brandi J. Hershey

Brandi J. Hershey, Esquire  
Attorney for Grantee

BK1516PG0865

Sold To: Cash

Customer No: 0  
Phone No:

Ship To:

01-09-15A09 32 RCVD

Cust. Order #:

Salesperson: #4 - Amanda

Product Code	Item Description	Qty	Unit Price	Amount
30	Easement	1	54.00	54.00



I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office of  
BEDFORD COUNTY-PENNSYLVANIA

Faith A. Zembower  
Recorder of Deeds

Thank  
You

BK1516PG0866

Sub-Total:	54.00
:	
Shipping:	0.00
Sales Tax:	0.00
=====	
Total:	54.00
Check 2809:	54.00
=====	
Amount Paid:	54.00
Amount Due:	0.00
Change:	0.00