

## DEED OF EASEMENT

THIS INDENTURE, made this 28th day of September, 2000, by and between the BOARD OF DIRECTORS OF THE NEWTOWN GRANT PHASE 1-T.H. HOMEOWNERS' ASSOCIATION, INC., Party of the First Part and NEWTOWN, BUCKS COUNTY, JOINT MUNICIPAL AUTHORITY, a Municipal Corporation, 15 South Congress Street, Newtown, Bucks County, Pennsylvania, 18940, existing under the Municipal Authorities Act of 1947 as amended, Grantee and Party of the Second Part.

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for and in consideration of the advantages to it accruing, as well as for diverse and other considerations affecting the public welfare which it seeks to advance, and intending to be legally bound hereby, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns:

ALL THOSE CERTAIN non-exclusive easements, to the extent the right to convey is same as owned by Grantor, together with the water and sanitary sewer facilities and appurtenances contained therein including, but not limited to, all the water and sewer mains, laterals, manholes, pipes and drains, situate in the beds of the avenues and/or bounded by the right of way lines as described in the legal description attached as Exhibit "A" and incorporated by reference and as shown on the Plan of Easement prepared by Gannett Fleming, Inc. dated March 2000, revised September 2000, and attached hereto as Exhibit "B".

UNDER AND SUBJECT to existing easements, covenants, restrictions and conditions of record.

TO HAVE AND TO HOLD the said easements, together with the water and sanitary sewer facilities and appurtenances contained therein as more particularly described in Exhibit "A" and Exhibit "B" attached hereto unto the said Grantee to and for the only proper use on behalf of the said Grantee, its successors and assigns forever, as and for easements for water and sanitary sewer purposes and for no other purpose whatsoever and for that purpose also the right to make and at all times repair and maintain said water and sanitary sewer facilities as may be reasonable and proper in that behalf, making good, nevertheless at its own expense, all damage or disturbance which may be caused to the land in relation to such connections, repairs



or maintenance, and restoring disturbed areas to the condition in which they were found before any entry was made, materials or equipment were delivered, or work was performed.

TOGETHER with the right of ingress and egress over the aforementioned property; and a perpetual right of way and easement to construct, lay, operate, renew, alter, inspect, maintain, repair, add to, change the size of, replace or remove such a part or parts of its water and sewer systems lines and ~~additional lines~~, drainage structures, accessories and other appurtenances pertaining thereto, as the party of the second part may from time to time require, including any pipes, conduits, manholes, valves, boxes, drains, wires, structures and other facilities used or useful in connection therewith in, upon, over, under, across and through the aforementioned property. Said easements shall consist of permanent width and dimension equal to that and the same as that set forth in Exhibit "A" and Exhibit "B" and any additional temporary construction easement as may have been reserved by said Grantor for the benefit of said Grantee.

AND the said Grantor, for itself, its successors and assigns, does by these presents forever covenant, promise and agree to and with the said Grantee, its successors and assigns, that it the said Grantor, its successor and assigns, shall and will, subject as aforesaid, warrant and forever defend all and singular the title, rights and easements hereby granted unto the said Grantee, its successors and assigns, against all or any person or persons whomsoever lawfully claiming by, from or under it, them or any of them.

IN WITNESS WHEREOF, the said party of the first part to these presents has duly executed this Deed of Easement on the day and year first above written.

BOARD OF DIRECTORS OF THE NEWTOWN  
GRANT PHASE 1-T.H. HOMEOWNERS'  
ASSOCIATION, INC, BY AND ON BEHALF  
OF THE NEWTOWN GRANT PHASE 1-T.H.  
HOMEOWNER'S ASSOCIATION, INC.

By

President, Board of Directors

Attest

Secretary, Board of Directors



ACCEPTED for and on behalf of the Newtown, Bucks County, Joint Municipal  
Authority this 28<sup>th</sup> day of September, 2000

NEWTOWN, BUCKS COUNTY, JOINT  
MUNICIPAL AUTHORITY

By [Signature]  
Chairman

Attest [Signature]  
Secretary

RECORDED at Bucks County Court House, Record of Deeds. Recorded in Land  
Record Book \_\_\_\_\_ Page \_\_\_\_\_ Dated  
\_\_\_\_\_, 20\_\_\_\_,

ORIGINAL-FOR INFORMATION  
ONLY

COMMONWEALTH OF PENNSYLVANIA

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COUNTY OF BUCKS

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On this 28<sup>th</sup> day of September, 2000, before me, a Notary Public, the undersigned officer, personally appeared Joanne Heuman and Andrew Greer, who acknowledged themselves to be the President and Secretary of the Board of Directors of the Newtown Grant Phase 1-T.H. Homeowners' Association, Inc. by and on behalf of the Newtown Grant Phase 1-T.H. Homeowners' Association, Inc., and that they, as such President and Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Board of Directors of the Newtown Grant Phase 1-T.H. Homeowners' Association, Inc. by and on behalf of the Newtown Grant Phase 1-T.H. Homeowners' Association, Inc. as President and Secretary.

In Witness Whereof, I have hereunto set my hand and official seal.

Barbara Lippincott  
Notary Public

NOTARIAL SEAL  
BARBARA LIPPINCOTT, Notary Public  
Warrington Township, Bucks County  
My Commission Expires Aug. 21, 2004

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ONLY INFORMATION



COMMONWEALTH OF PENNSYLVANIA

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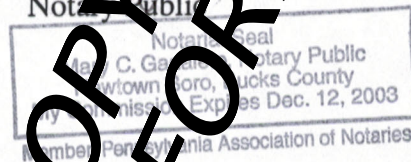
COUNTY OF BUCKS

On this 28<sup>th</sup> day of September 2000, before me, a Notary Public, the undersigned officer, personally appeared FRANK B. FABIAN, JR. and ALLEN R. FIDLER, III, who acknowledged themselves to be the Chairman and Secretary of Newtown, Bucks County, Joint Municipal Authority, and that they, as such Chairman and Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Newtown, Bucks County, Joint Municipal Authority as Chairman and Secretary.

In Witness Whereof, I have hereunto set my hand and official seal.

Mary C. Gaudin

Notary Public



ORIGINAL-FOR INFORMATION ONLY



Description of a 20 feet wide water and sanitary sewer right-of-way to be acquired from Newtown Grant Phase I-T.H. Homeowners' Association, Inc. (a.k.a. Whispering Woods Homeowners' Association) as shown on the attached property plat prepared for the Newtown, Bucks County, Joint Municipal Authority, by Gannett Fleming Inc., dated March, 2000, revised September, 2000.

ALL THAT CERTAIN tract or piece of land situated in Newtown Township, Bucks County, Pennsylvania bounded and described as follows, to wit:

Beginning at a point, said point being the intersection of the lands of Newtown Grant Homeowners' Association, the lands of Janet Liroy & Peter Greuber, and Parcel 29-040-060, thence from said point of beginning the following eight courses and distances, South  $50^{\circ}54'40''$  East, a distance of 15.00', to a point, thence, North  $37^{\circ}26'08''$  East, a distance of 22.05', to a point, thence, South  $52^{\circ}26'43''$  East, a distance of 96.14', to a point, thence, South  $71^{\circ}34'00''$  East, a distance of 18.11', to a point, thence, along an arc curving to the left having a radius of 450', a distance of 20.28', to a point, thence, North  $71^{\circ}34'00''$  West, a distance of 18.16', to a point, thence, North  $52^{\circ}26'43''$  West, a distance of 114.47', to a point, thence, North  $37^{\circ}26'08''$  East, a distance of 42.45', to a point being the first mentioned point and place of beginning.

The above courses and distances describing the boundary of a permanent 20 feet wide water and sanitary sewer right-of-way to be granted to the Newtown, Bucks County, Joint Municipal Authority by Newtown Grant Phase I-T.H. Homeowners' Association, Inc.

Included along the entire length is an additional width of 10 feet being on either side of the permanent right-of-way for the purposes of construction only.

Right-of-way lines to be shown on the plat attached hereto and made part of these descriptions.

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