

**DEED OF  
EASEMENT FOR UTILITIES**

**THIS INSTRUMENT**, made this \_\_\_\_\_ day \_\_\_\_\_, 2009, between Ernest D'Agata, joined by Hollie D'Agata, his wife, and Donald Sherwood, joined by Carol Sherwood, his wife, having a place of business at \_\_\_\_\_ Old Lackawanna Trail, South Abington Township, Lackawanna County, Commonwealth of Pennsylvania, hereinafter called "**GRANTORS**"

and

Border Realty Associates, LLC, a Pennsylvania limited liability company with offices located at 1331 Wyoming Avenue, Scranton, Pennsylvania, hereinafter called "**GRANTEE**".

**WHEREAS**, the **GRANTORS** are the owner of certain tracts of land situate in the Township of South Abington, Lackawanna County, Pennsylvania, more particularly described in the following deeds: (a) a Deed dated the 3rd day of May, 1983 and recorded in the Office of the Recorder of Deeds of Lackawanna County, Pennsylvania in Deed Book 1079 at Page 141 et seq. (b) a Deed dated September 26, 1983 and recorded in the Office of the Recorder of Deeds of Lackawanna County in Deed Book 1089, at Page 1 et seq; and (c) a Deed dated October 21, 1987 and recorded in the Office of the Recorder of Deeds of Lackawanna County in Deed Book 1227, at Page 454 et seq (the parcels described in those three deeds are sometimes herein referred to collectively as Premises/Property); and

**WHEREAS**, Border Realty Associates, LLC, desires to secure a utility easement for public and/or private sewer line and: appurtenances and accessories (collectively referred to as "sewer facilities") in, on, under, and/or across a portion of the **GRANTORS'** property as hereinafter described;

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the premises and the sum of **ONE HUNDRED (\$100.00) DOLLARS** in hand paid to the **GRANTORS** by the **GRANTEE**, receipt whereof is hereby acknowledged, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. **GRANTORS** hereby grant and convey to **GRANTEE**, its successors and assigns, free and clear of all liens and encumbrances, such right, title or interest, right of way and easement on and under a portion of the Premises hereinafter described and substantially as shown on a description which is attached hereto, made a part hereof and marked Exhibit "A," together with a drawing illustrating same dated 02/09/09 prepared by John R. Hennemuth & Associates, Inc., ( Drawing Number D-10-09, which is intended to be duly recorded contemporaneously with this Deed of Easement), as are necessary to lay, install, construct, operate, repair, replace, cut, trim, dredge, improve, alter and maintain said sewer facilities and appurtenances and accessories, together with all rights of ingress, egress and regress in, to, over, upon, over, across, under, through and along the aforesaid Premises, necessary or convenient for the exercise of said rights and privileges, and also the right to trim, cut or remove trees, brush,

grub, underbrush and other obstructions within said strip of land which, in the judgment of the Grantee, may at any time interfere with the access easement or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said trees, shrubs, brush and undergrowth for their removal and control, and to contour, grade, stone or improve the surface of said areas. To have and to hold the said right of way and easement unto **GRANTEE**, its successors and assigns, to and for its and their use, as specified herein, forever.

2. **GRANTEE** shall, in connection with the exercise of any rights and privileges under the aforesaid easement, restore the surfaces of said land to as nearly as practicable to its contour as existed prior to the exercise of any of the said rights. By way of explanation and not limitation, there shall be no claim for damages for any injuries to trees, shrubs, plants, bushes or flora of any kind, pavement, pole, pipes, wires, structure, or improvement removed, disturbed or harmed in the exercise of **GRANTEE'S** rights hereunder.

*MUST REPAIR PAVEMENT ROAD / E*

3. The said **GRANTORS** are to have full use and enjoyment of the surface of said right of way or easement except for the purposes granted said **GRANTEE**. Said **GRANTORS** shall not construct or permit to be constructed any house, structure or obstructions on or over, or that will interfere with the construction, maintenance, or operation of said sewer facilities or appurtenances constructed hereunder, and will not change the grade over said sewer facilities. Nothing to the contrary withstanding herein, the **GRANTORS** may not fill or contour the surface of the said right of way or easement from existing grade.

4. The rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties (**GRANTORS** and **GRANTEE**) hereto. The rights, privileges, and release of claims granted hereunder shall run with the land and the rights hereunder shall be perpetual. It is understood the Grantee, its successors or assigns may at any time assign this easement to South Abington Township and/or South Abington Sewer Authority by recordable instrument for public or private services and the sewer facilities may now or in the future serve lands of the Grantee as well as additional lands, subdivisions, buildings beyond Grantee's land. Nothing herein is intended to presently dedicate the sewer line to South Abington Township and/or South Abington Sewer Authority without its formal adoption and acceptance of the sewer facilities by appropriate ordinance or resolution.

The Grantors acknowledge and agree that any assignment to South Abington Township and/or South Abington Sewer Authority specifically includes by way of explanation and not limitation the release of claims set forth in paragraph 2 and paragraph 5 hereof for the benefit of such municipal entities, as well as, all warranties of title. Further such benefits shall inure to the benefit of such municipal entities, their successors and assigns, regardless of any other easement granted to the Grantee herein.

5. The **GRANTORS**, for themselves and their successors and assigns, do hereby release, remise, quitclaim and forever discharge the **GRANTEE** and its several agents, servants, contractors and employees from any claim or right to damages or other emolument of value for the rights, liberties and privileges given and granted to the **GRANTEE**, now or hereinafter exercised, whether known or unknown, and whether or not well-founded in fact or in law or in equity, arising out of the sewer facilities, or now or future changes to the physical grade or contours of easement area by **GRANTEE**. By way of explanation and not limitation, no claim for damage to or for subsidence, landscaping, erosion, water runoff or any injuries to trees, shrubs, plants, bushes or flora of any kind, pavement, pole, pipes, wires, structure, or

improvement removed, disturbed or harmed in the exercise of GRANTEE'S rights or related thereto shall be made against the GRANTEE.

AND THE SAID GRANTORS, for themselves and their successors and assigns, by these presents, covenant, promise, and agree to and with the said GRANTEE, its successors and assigns, that neither the GRANTORS, nor their successors and assigns, shall nor will, at any time hereafter, ask, demand, or recover or receive of or from the said GRANTEE, its successors and assigns, any sum or sums of money as and for damages for or by reason of the acquisition of the rights hereunder other than the One Hundred Dollars (\$100.00) referred to above.

AND THE GRANTORS shall Warrant Generally the rights hereby conveyed.

IN WITNESS WHEREOF, the GRANTORS hereto have hereunto set their hands and seals to these presents the day and year first above written.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANTORS:

*Ernest D'Agata*  
\_\_\_\_\_

Ernest D'Agata

*Hollie D'Agata*  
\_\_\_\_\_

Hollie D'Agata

*Donald Sherwood*  
\_\_\_\_\_

Donald Sherwood

*Carol Sherwood*  
\_\_\_\_\_

Carol Sherwood

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF LACKAWANNA :

On this, the 15<sup>th</sup> day of May, A.D. 2009, before me, a Notary Public, the undersigned Officer, personally appeared Ernest D'Agata and Hollie D'Agata, 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 the same for the purposes therein contained.

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

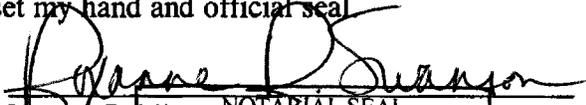
*Roxanne R. Swanson*  
\_\_\_\_\_  
Notary Public

NOTARIAL SEAL  
Roxanne R. Swanson, Notary Public  
Dalton Boro., Lackawanna County  
My commission expires April 21, 2010

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF LACKAWANNA :

On this, the 15<sup>th</sup> day of May, A.D. 2009, before me, a Notary Public, the undersigned Officer, personally appeared Donald Sherwood and Carol Sherwood, 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 the same for the purposes therein contained.

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

  
Notary Public NOTARIAL SEAL  
Roxanne R. Swanson, Notary Public  
Dalton Boro., Lackawanna County  
My commission expires April 21, 2010

The premises conveyed hereby are identified under the Lackawanna County Assessor's Assessment Map Number as part of \_\_\_\_\_.

By: \_\_\_\_\_

**EASEMENT FOR SANITARY SEWER  
ACROSS LANDS OF  
ERNEST D'AGATA & DONALD SHERWOOD**

All of that certain, lot, piece or parcel of land situate in the Township of South Abington, County of Lackawanna and State of Pennsylvania bounded and described as follows:

Beginning at a point located along the division line between line of lands of Border Realty and lands of Ernest D'Agata and Donald Sherwood, said being further identified as being located S 37° 26' 51" E 270.38' along said division line from the southerly right of way of US Route 6 & 11, said point of beginning is also identified as being located along the division line between Glenburn and South Abington Townships; Thence over and across lands of the aforementioned Ernest D'Agata and Donald Sherwood the following 10 courses and distances: (1) N 34° 21' 29" E 21.81' (2) S 64° 26' 16" E 127.55' (3) S 55° 08' 13" E 195.59' (4) S 66° 11' 47" E 123.94' (5) S 61° 40' 14" E 154.68' (6) S 61° 08' 27" E 287.85' (7) S 65° 54' 02" E 110.62' (8) S 73° 51' 50" E 30.40' (9) N 87° 06' 03" E 29.12' and (10) N 71° 50' 07" E 55.70' to a point along the right of way of Lackawanna Trail; Thence along the right of way of said Lackawanna Trail, S 43° 25' 19" E 30.40' to common corner of lands of the aforementioned D'Agata and Sherwood with lands now or formerly of Agnes Carr; thence along the division between D'Agata, Sherwood and Carr, S 48° 08' 55" W 19.72' to a point; thence again over and across lands of said D'Agata and Sherwood the following (11) courses and distances: (1) N 43° 58' 23" W 17.13' (2) S 71° 50' 07" W 45.83' (3) S 87° 06' 03" W 35.15' (4) N 73° 51' 50" W 35.15' (5) N 65° 54' 02" W 112.84' (6) N 61° 08' 27" W 288.59' (7) N 61° 40' 14" W 153.80' (8) N 66° 11' 47" W 125.09' (9) N 55° 08' 13" W 195.90' (10) N 64° 26' 16" W 108.78' and (11) S 34° 21' 29" W 11.24' to a point along the aforementioned line between line of lands of Border Realty and lands of D'Agata and Sherwood; thence along said line N 37° 26' 51" W 21.05' to the place of beginning.

Containing 22,967.3 square feet of land and being a 20 foot wide easement for a sanitary sewer line as shown on drawing entitled "Sewer Easement for Border Realty Associates LLC through lands of Ernest D'Agata and Donald Sherwood" by John R. Hennemuth Associates, Inc.

EXHIBIT "A"

**DEED OF  
EASEMENT FOR UTILITIES**

**THIS INSTRUMENT**, made this \_\_\_\_\_ day \_\_\_\_\_, 2009, between Ernest D'Agata, joined by Hollie D'Agata, his wife, and Donald Sherwood, joined by Carol Sherwood, his wife, having a place of business at \_\_\_\_\_ Old Lackawanna Trail, South Abington Township, Lackawanna County, Commonwealth of Pennsylvania, hereinafter called "**GRANTORS**"

**and**

Border Realty Associates, LLC, a Pennsylvania limited liability company with offices located at 1331 Wyoming Avenue, Scranton, Pennsylvania, hereinafter called "**GRANTEE**".

**WHEREAS**, the **GRANTORS** are the owner of certain tracts of land situate in the Township of South Abington, Lackawanna County, Pennsylvania, more particularly described in the following deeds: (a) a Deed dated the 3rd day of May, 1983 and recorded in the Office of the Recorder of Deeds of Lackawanna County, Pennsylvania in Deed Book 1079 at Page 141 et seq. (b) a Deed dated September 26, 1983 and recorded in the Office of the Recorder of Deeds of Lackawanna County in Deed Book 1089, at Page 1 et seq; and (c) a Deed dated October 21, 1987 and recorded in the Office of the Recorder of Deeds of Lackawanna County in Deed Book 1227, at Page 454 et seq (the parcels described in those three deeds are sometimes herein referred to collectively as Premises/Property); and

**WHEREAS**, Border Realty Associates, LLC, desires to secure a utility easement for public and/or private sewer line and: appurtenances and accessories (collectively referred to as "sewer facilities") in, on, under, and/or across a portion of the **GRANTORS'** property as hereinafter described;

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the premises and the sum of **ONE HUNDRED (\$100.00) DOLLARS** in hand paid to the **GRANTORS** by the **GRANTEE**, receipt whereof is hereby acknowledged, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. **GRANTORS** hereby grant and convey to **GRANTEE**, its successors and assigns, free and clear of all liens and encumbrances, such right, title or interest, right of way and easement on and under a portion of the Premises hereinafter described and substantially as shown on a description which is attached hereto, made a part hereof and marked Exhibit "A," together with a drawing illustrating same dated 02/09/09 prepared by John R. Hennemuth & Associates, Inc., ( Drawing Number D-10-09, which is intended to be duly recorded contemporaneously with this Deed of Easement), as are necessary to lay, install, construct, operate, repair, replace, cut, trim, dredge, improve, alter and maintain said sewer facilities and appurtenances and accessories, together with all rights of ingress, egress and regress in, to, over, upon, over, across, under, through and along the aforesaid Premises, necessary or convenient for the exercise of said rights and privileges, and also the right to trim, cut or remove trees, brush,

grub, underbrush and other obstructions within said strip of land which, in the judgment of the Grantee, may at any time interfere with the access easement or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said trees, shrubs, brush and undergrowth for their removal and control, and to contour, grade, stone or improve the surface of said areas. To have and to hold the said right of way and easement unto **GRANTEE**, its successors and assigns, to and for its and their use, as specified herein, forever.

2. **GRANTEE** shall, in connection with the exercise of any rights and privileges under the aforesaid easement, restore the surfaces of said land to as nearly as practicable to its contour as existed prior to the exercise of any of the said rights. By way of explanation and not limitation, there shall be no claim for damages for any injuries to trees, shrubs, plants, bushes or flora of any kind, ~~pavement~~, pole, pipes, wires, structure, or improvement removed, disturbed or harmed in the exercise of **GRANTEE'S** rights hereunder.

*Must Repair Payment* 

3. The said **GRANTORS** are to have full use and enjoyment of the surface of said right of way or easement except for the purposes granted said **GRANTEE**. Said **GRANTORS** shall not construct or permit to be constructed any house, structure or obstructions on or over, or that will interfere with the construction, maintenance, or operation of said sewer facilities or appurtenances constructed hereunder, and will not change the grade over said sewer facilities. Nothing to the contrary withstanding herein, the **GRANTORS** may not fill or contour the surface of the said right of way or easement from existing grade.

4. The rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties (**GRANTORS and GRANTEE**) hereto. The rights, privileges, and release of claims granted hereunder shall run with the land and the rights hereunder shall be perpetual.

5. The **GRANTORS**, for themselves and their successors and assigns, do hereby release, remise, quitclaim and forever discharge the **GRANTEE** and its several agents, servants, contractors and employees from any claim or right to damages or other emolument of value for the rights, liberties and privileges given and granted to the **GRANTEE**, now or hereinafter exercised, whether known or unknown, and whether or not well-founded in fact or in law or in equity, arising out of the sewer facilities, or now or future changes to the physical grade or contours of easement area by **GRANTEE**. By way of explanation and not limitation, no claim for damage to or for subsidence, landscaping, erosion, water runoff or any injuries to trees, shrubs, plants, bushes or flora of any kind, pavement, pole, pipes, wires, structure, or improvement removed, disturbed or harmed in the exercise of **GRANTEE'S** rights or related thereto shall be made against the **GRANTEE**.

6. This easement is separate and distinct from another easement granted by the **GRANTORS** to the **GRANTEE** (bearing even date herewith), although both easements pertain to the same parcel of land.

**AND THE SAID GRANTORS**, for themselves and their successors and assigns, by these presents, covenant, promise, and agree to and with the said **GRANTEE**, its successors and assigns, that neither the **GRANTORS**, nor their successors and assigns, shall nor will, at any

time hereafter, ask, demand, or recover or receive of or from the said **GRANTEE**, its successors and assigns, any sum or sums of money as and for damages for or by reason of the acquisition of the rights hereunder other than the One Hundred Dollars (\$100.00) referred to above.

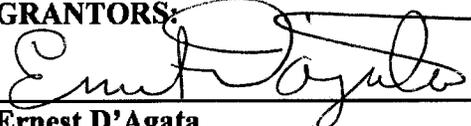
**AND THE GRANTORS** shall Warrant Generally the rights hereby conveyed.

**IN WITNESS WHEREOF**, the **GRANTORS** hereto have hereunto set their hands and seals to these presents the day and year first above written.

**WITNESS:**

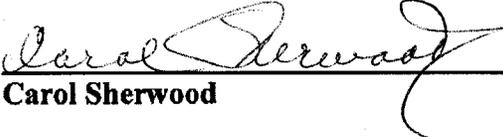
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANTORS:**

  
\_\_\_\_\_  
**Ernest D'Agata**

  
\_\_\_\_\_  
**Hollie D'Agata**

  
\_\_\_\_\_  
**Donald Sherwood**

  
\_\_\_\_\_  
**Carol Sherwood**

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF LACKAWANNA :

On this, the 15<sup>th</sup> day of May, A.D. 2009, before me, a Notary Public, the undersigned Officer, personally appeared Ernest D'Agata and Hollie D'Agata, 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 the same for the purposes therein contained.

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

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

NOTARIAL SEAL  
Roxanne R. Swanson, Notary Public  
Dalton Boro., Lackawanna County  
My commission expires April 21, 2010

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF LACKAWANNA :

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

  
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Roxanne R. Swanson, Notary Public  
Dalton Boro., Lackawanna County  
My commission expires April 21, 2010

The premises conveyed hereby are identified under the Lackawanna County Assessor's Assessment Map Number as part of \_\_\_\_\_.

By: \_\_\_\_\_

**EASEMENT FOR SANITARY SEWER  
ACROSS LANDS OF  
ERNEST D'AGATA & DONALD SHERWOOD**

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EXHIBIT "A"