

TRANSMITTAL

**MOON TOWNSHIP MUNICIPAL AUTHORITY
1700 BEAVER GRADE ROAD, SUITE 200
MOON TOWNSHIP, PA 15108
412-264-4300**

TO: Twin Oaks Manor Condominium Association
290 Perry Highway
Pittsburgh, PA 15229

DATE: 4/24/2015

RE: WATERLINE EASEMENT AGREEMENT

The material below is:

Per Your Request
 For Your Review
 Approved as Noted

For Your Information/File
 Approved as Submitted
 Returned for Corrections

REMARKS:

One (1) copy of Recorded Waterline Easement

Copy to: File - Easements

Signed:
Michelle L. Kolback
Michelle L. Kolback
Administrative Assistant

Sanlin



Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2015-2551

BK-DE VL-15871 PG-186

Recorded On: January 30, 2015

As-Deed Easement

Parties: TWIN OAKS MANOR CONDO ASN

To MOON TWP MUNICIPAL AUTH

of Pages: 8

Comment:

***** THIS IS NOT A BILL *****

Deed Easement	162.00
	0
	0
Total:	162.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0.00

Certified On/By-> 01-30-2015 / B K
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2015-2551
 Receipt Number: 2810363
 Recorded Date/Time: January 30, 2015 02:50:12P
 Book-Vol/Pg: BK-DE VL-15871 PG-186
 User / Station: J Clark - Cash Station 25

MILLS & HENRY
 WILL CALL
 PITTSBURGH PA 15219



Jerry Tyskiewicz
 Jerry Tyskiewicz, Acting Manager
 Rich Fitzgerald, County Executive

**WILL CALL
MILLS & HENRY**

177971 DRE Certified
30-Jan-2015 02:40P\Int By: B K

**EASEMENT AGREEMENT
FOR WATER LINE EXTENSION**

MADE AND ENTERED INTO this 15th day of January, 2015, by and between TWIN OAKS MANOR CONDOMINIUM ASSOCIATION, a Pennsylvania non-profit non-stock corporation with its principal place of business at c/o Property Manager, Acri Commercial Realty, Inc., 290 Perry Highway, Pittsburgh, Allegheny County, Pennsylvania, 15229, hereinafter known as the "Grantor",

A

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D

MOON TOWNSHIP MUNICIPAL AUTHORITY, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 1700 Beaver Grade Road, Moon Township, Pennsylvania, 15108, hereinafter known as the "Grantee",

WITNESSETH:

WHEREAS, the Grantee is the duly appointed municipal agency responsible for the installation, operation and maintenance of potable water treatment and distribution facilities within the Township of Moon; and

WHEREAS, the Grantee is charged with the duty to provide for the expansion and maintenance of its potable water distribution system so as to provide consistent and high quality water service to as many residents and businesses within its service territory as is reasonably practicable; and

WHEREAS, a segment of an existing ductile iron water supply main on property owned by Grantor along Sanlin Drive within the Township of Moon is in poor condition and has been rupturing repeatedly, necessitating its replacement; and

WHEREAS, said replacement water supply main requires the acquisition of an easement for right-of-way, on, under and over Grantor's land, which easement the Grantor is willing to convey in accordance with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions hereinafter contained, it is agreed as follows:

1. The Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, sells and conveys to the Grantee, its successors and assigns, an Easement for right-of-way for the purposes of constructing, operating, inspecting, maintaining and repairing a water distribution pipeline for the conveyance of potable water, hereinafter more particularly designated and described on, in and over land owned by the Grantor, situated in the Township of Moon, Allegheny County, Pennsylvania, which was conveyed to the Grantor and which more fully appears in the Office of the Department of Real Estate of Allegheny County, Pennsylvania at Deed Book Volume 6735, page 292.

The Easement is as set forth on the drawing prepared by Robert E. Garlitz & Associates, P.C., bearing Drawing No. 4608EXA dated December 26, 2014, a copy of which is attached hereto and marked as Exhibit "A" and made a part hereof as the legal description of same. The areas of Easement conveyed by this instrument are labeled on Exhibit "A" as "PROPOSED 20' WATERLINE EASEMENT".

2. The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, as long as the water distribution pipeline and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors or assigns.

3. The Grantee, its employees, contractors or representatives, shall have the permanent right of ingress and egress to and from the Easement for the purposes of laying,

constructing, operating, inspecting, maintaining, repairing and replacing the water distribution pipeline and any appurtenances located therein.

4. Grantor shall have the right to full use and enjoyment of the premises, except for such use as may unreasonably interfere with the exercise by the Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house, structure or obstruction on or over or interfering with the construction, maintenance or other operation of any water distribution pipeline or appurtenant structure pursuant to this instrument. Grantor further agrees not to change the ground elevation within the Easement as set forth in Exhibit "A" without the prior written consent of the Grantee, which shall not be unreasonably withheld.

5. Grantor shall be permitted, only after receiving prior approval from the Grantee, which shall not be unreasonably withheld, to place along, across and over the Easement as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines and other utilities as Grantor may desire, provided that said installations shall not interfere with the water distribution pipeline or its appurtenances and the maintenance and service of same. If, after receiving prior approval from the Grantee, any utility service line is placed parallel to the Easement, such line shall not be placed directly over the water distribution pipeline. If, after receiving prior approval from the Grantee, any utility main line is installed within the Easement, same shall not be placed within five feet of any water distribution pipeline or appurtenance installed pursuant hereto.

6. After any repair, replacement or other maintenance activities on the subject waterline extension, the Grantee, its employees, representatives or contractors shall remove all equipment and other property placed on the premises by or for the Grantee, fill and level all ditches, ruts and depressions caused by construction or removal operations and remove all debris resulting therefrom. The Grantee will generally restore the surface of the premises, including the repair of

any asphalt surfacing which may have been disturbed by said activities, as near to its original condition as may be possible with the exception of any obstructions to the use of the Easement, all within a reasonable time after any such repair, replacement or other maintenance of the subject water distribution pipeline.

7. Grantor covenants that it is the owner in fee simple of the premises and had the right, title and capacity to grant the Easement conveyed herein.

8. This Easement Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused these presents to be duly executed the day and year first-above written.

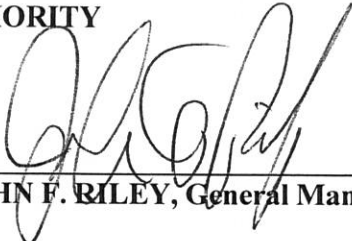
GRANTOR:

TWIN OAKS MANOR CONDOMINIUM ASSN.

By: 

GRANTEE:

**MOON TOWNSHIP MUNICIPAL
AUTHORITY**

By: 
JOHN F. RILEY, General Manager

