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RECORDED
WESTMORELAND COUNTY, PA.

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1998 JAN -5 PM 1:34

James S. Lippin
RECORDER OF DEEDS

GRANT OF RIGHT OF WAY AND EASEMENT

MADE this 22 day of December, 1997, by and between

MENEAR, INC., a Pennsylvania corporation, of the Township of Hempfield, County of Westmoreland and Commonwealth of Pennsylvania, party of the first part, (hereinafter "Grantor"),

AND

JOHN S. WRIGHT and CHARLOTTE L. WRIGHT, his wife, of the Township of Hempfield, County of Westmoreland and Commonwealth of Pennsylvania, parties of the second part, (hereinafter "Grantees").

WHEREAS, the Grantees are the owners of a certain tract of land containing 28 acres, more or less, situate in Hempfield Township which is adjacent to a certain tract of land of the Grantor containing 24.6 acres, more or less, and situate in Hempfield Township; and

WHEREAS, the Grantees access their land by means of an old road right of way across the lands of the Grantor which provides ingress, egress and regress to and from the lands of the Grantees and Township Road 410 known as Blackberry Road; and

WHEREAS, the parties want to confirm the said road right of way as a non-exclusive right of way or easement for the benefit of all parties, their heirs, successors and assigns

NOW, THEREFORE, WITNESSETH: That for and in consideration of the benefits to the parties accruing, and for the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged, the Grantor does hereby give and grant unto the Grantees, their heirs and assigns, a full and free non-exclusive right of way or easement thirty (30) feet in width on the

lands of the Grantor in Hempfield Township, Westmoreland County, Pennsylvania for a road to provide ingress, egress and regress to and from the lands of the Grantees and Township Road 410 known as Blackberry Road with said right of way or easement being more particularly described as follows:

BEGINNING at an iron pin on the Westerly most property line of Menear, Inc., the Grantor herein, the said point of beginning being South $26^{\circ} 17'$ East a distance of 359.71 feet from a pipe at the Northwestern most corner of the Grantors, the point of beginning also being North $26^{\circ} 17'$ West a distance of 60 feet from the Northeastly corner of lands now or formerly of John L. Charnesky; thence from point of beginning and through lands of the Grantor herein, the following three courses: North $63^{\circ} 43'$ East a distance of 30.00 feet to an iron pin, South $26^{\circ} 17'$ East a distance of 409.20 feet to an iron pin, South $63^{\circ} 43'$ West a distance of 30.00 feet to an iron pin on the line of John S. and Charlotte L. Wright, the Grantees herein; thence along last said lands and along lands of aforesaid John L. Charnesky North $26^{\circ} 17'$ West a distance of 409.20 feet to the place of beginning.

This description is prepared in accordance with a survey of Laurel Highlands Surveying Co. dated November 1997, a copy of which is attached hereto.

All of the initial costs of improving, altering, preparing or maintaining the easement or right of way shall be borne by the Grantees. It is the intention that thereafter, any of the parties hereto or their respective heirs, successors and/or assigns, who use the said right of way on a regular basis, shall share pro rata the costs of the maintenance and repair of the right of way based upon that portion of the right of way which they use to access their respective lands.

No barriers, fences, curbs or other obstruction to the free and unhampered use of said easement and right of way shall hereafter be permitted, nor shall any automobiles, trucks, motor vehicles or other personal property nor any building or other structure be parked, stored or constructed upon any part of said easement or right of way.

The rights and privileges herein created shall extend not only to the parties but also in favor of their heirs and assigns, successors in interest and Mortgagees, any tenants to whom they may grant rights and privileges under this easement, any other persons or entities, including social invitees, to whom they may grant rights and privileges under this easement and right of way and any other person or entities to whom any of the foregoing may grant rights and privileges under this easement and right of way.

The use of the easement and right of way herein granted shall be in common with all persons and entities having lawful use thereof. Further, all parties entitled to use said right of way for ingress, egress and regress shall have the right to further use said right of way for placement of utilities, including water, sewer, gas and electric utilities, to service their respective properties. The placement of said utilities shall not interfere with the use of said easement and right of way for purposes of ingress, egress and regress to and from the public road and the parties' respective premises.

IN WITNESS WHEREOF, the Grantor intending to be legally bound hereby has caused this Grant of Right of Way and Easement to be duly executed the date and year first above written.

ATTEST:

Secretary

MENEAR, INC.

By

President

DEED IN
 MEMPHIS TOWNSHIP, WASHINGTON COUNTY, PA.
 SINGLED FILE
 JOHN S. & CHARLOTTE L. WRIGHT

SOME 1 1/2 HUND DRY AT 5000 SOIL AS DARK AND RED-1 NO MORE AT 1987
LARGE MEXICANS SURVEYING GO
NO 1500 RED RENTALS IN 1987

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF WESTMORELAND)

On this 22nd day of December, A.D. 1997, before me, a

Notary Public, the undersigned officer, personally appeared Perry Meneer,

who acknowledged himself to be the President of MENEAR, INC., a

corporation, and that he as such Perry Meneer, being authorized to do so,

executed the foregoing instrument for the purposes therein contained by signing the name of

the corporation by himself as President

In witness whereof, I hereunto set my hand and official seal.

Jeanne C. Smalls
NOTARY PUBLIC Title of Officer

Notarial Seal
Jeanne C. Smalls, Notary Public
Jeannette, Westmoreland County
My Commission Expires May 10, 2001
Member, Pennsylvania Association of Notaries