

**Prepared By:** McMahon Associates, Inc.  
840 Springdale Drive  
Exton, PA 19341

**Return To:** McMahon Associates, Inc.  
840 Springdale Drive  
Exton, PA 19341

**Site Location:** 800 N. Chester Road, West Chester, PA

LPS - 12 (11/13)

|                     |  |
|---------------------|--|
| FEDERAL PROJECT NO. |  |
| PROJECT NAME/ROUTE  | Paoli Pike Shared Use Path Segments<br>C, D & E/ SR 2014 |
| COUNTY              | Chester  |
| MUNICIPALITY        | East Goshen  |
| PARCEL NO.          | UPI # 53-4-78 (P/O)                                      |
| CLAIM NO.           |  |
| CLAIMANT            | West Chester Area School District                        |

## DEED OF EASEMENT

THIS INDENTURE, made by West Chester Area School District owner(s) of property affected by the construction or improvement of the above mentioned Route, their heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the East Goshen Township, hereinafter called the GRANTEE,

### WITNESSETH:

WHEREAS the GRANTEE intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the GRANTOR will convey to the GRANTEE a sidewalk easement and other estate(s) as designated, if any, from the property or portion thereof required by the GRANTEE,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the GRANTOR does hereby grant and convey to the GRANTEE a sidewalk easement and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by Township of East Goshen, dated May 17, 1994 and recorded in Chester County Courthouse, Deed Book 3761, Page 447. This conveyance contains 178 sq. ft and is identified on GRANTEE plans as Parcel 23, together with the improvements, hereditaments and appurtenances thereto and the GRANTOR warrants GENERALLY the property hereby conveyed.



Reserving, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the GRANTEE, from mine shafts or by means of wells located off the right-of-way.

The GRANTOR does further remise, release, quitclaim and forever discharge the GRANTEE or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The GRANTOR does further indemnify the GRANTEE against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the GRANTEE.

### **Certificate of Residence**

I hereby certify the Grantee's precise residence to be:

1580 Paoli Pike  
West Chester, PA 19380

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Agent for the Grantee



The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

**INDIVIDUALS**

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

**ENTITIES\***

GRANTOR:

West Chester Area School District

(Name of Entity)

BY:

Chris McLune  
Board President

BY: \_\_\_\_\_

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity

**INDIVIDUAL**

STATE OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_

\_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person(s) whose  
name(s) \_\_\_\_\_ subscribed to the within instrument,  
and acknowledged that \_\_\_\_\_ executed the  
instrument for the purposes contained in it.

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

[Signature]

[Title]

[Seal]

**ENTITY**

STATE OF PENNSYLVANIA

COUNTY OF Chester

On this 23rd day of July, 2018,  
before me, Carol J DeLuca, the undersigned  
officer, personally appeared Chris McLune

\_\_\_\_\_, who acknowledged him self  
to be the Board President [title] of  
West Chester Area School District [name of entity],  
and that as such Board President

\_\_\_\_\_, [title], being authorized to do so,  
executed the foregoing instrument for the purposes  
contained in it by signing on behalf of the entity as  
Board President [title].

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

Carol J DeLuca [Signature]  
Asst Board President / Notary [Title]

[Seal]

COMMONWEALTH OF PENNSYLVANIA

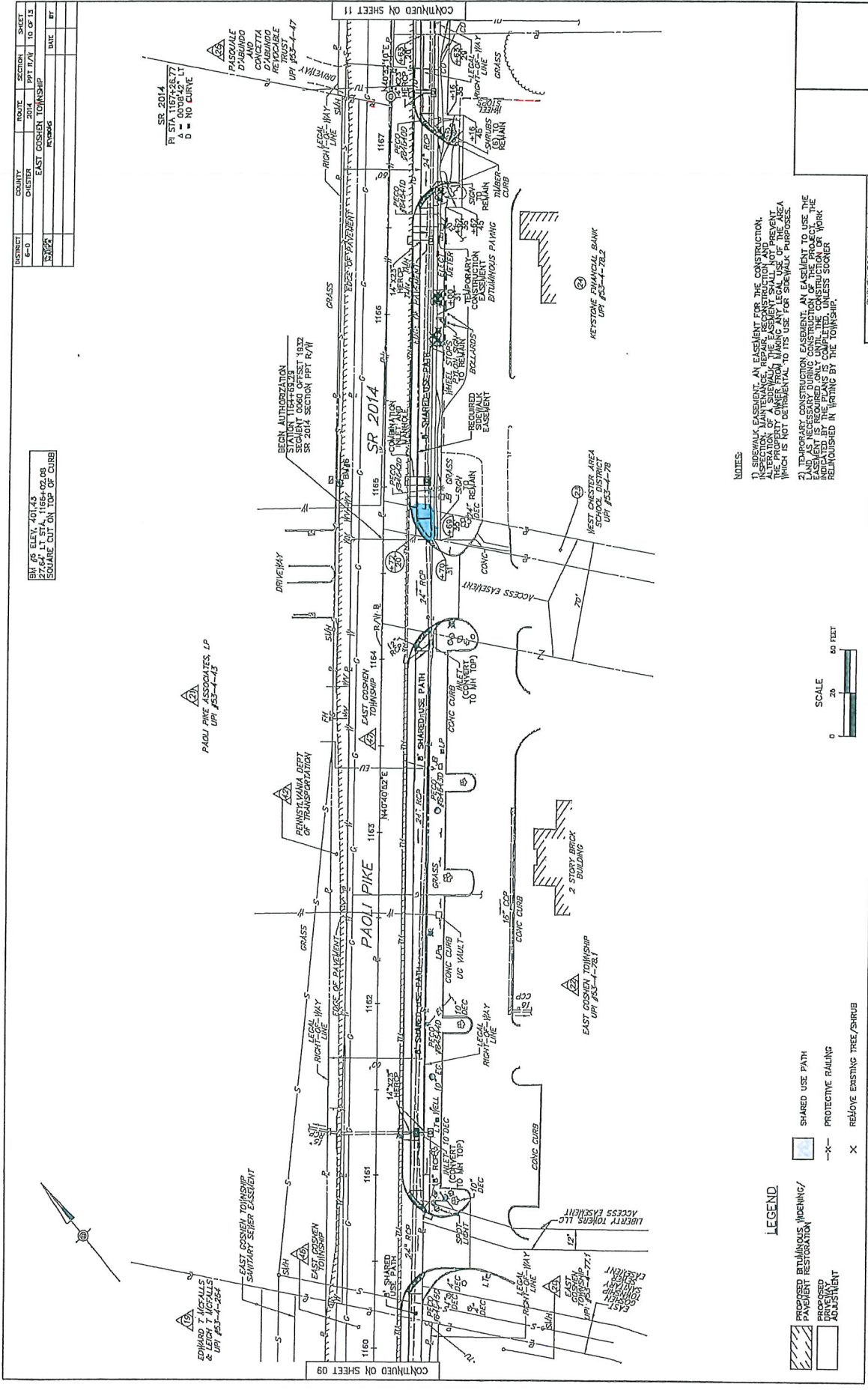
NOTARIAL SEAL

Carol J. DeLuca, Notary Public  
West Goshen Twp., Chester County  
My Commission Expires March 13, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



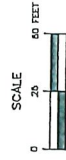
| DISTRICT | COUNTY               | ROUTE    | SECTION | SHEET    |
|----------|----------------------|----------|---------|----------|
| 6-0      | CHESTER              | 204      | PPT R/W | 10 OF 15 |
| 1502     | EAST COSHEN TOWNSHIP | PROPOSED |         | DATE     |
|          |                      |          |         | BY       |

BN 15 ELEV. 491.45  
27.64' LT STA. 1168+02.08  
SQUARE CUT ON TOP OF CURB



NOTES:

1. SIDEWALK EASEMENT AN EASEMENT FOR THE CONSTRUCTION, ALTERATION, MAINTENANCE, AND REPAIR OF A SIDEWALK. THE EASEMENT SHALL NOT PREVENT THE EASEMENTOR FROM USING THE EASEMENT FOR ANY OTHER PURPOSES WHICH IS NOT DEPENDENT ON ITS USE FOR SIDEWALK PURPOSES.
2. TEMPORARY CONSTRUCTION EASEMENT AN EASEMENT TO USE THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK IS COMPLETED. THE EASEMENT SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER, AT THE EASEMENTOR'S EXPENSE, AND AS NECESSARY DURING THE CONSTRUCTION OR WORK. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK IS COMPLETED AND THE EASEMENT SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER, AT THE EASEMENTOR'S EXPENSE, AND AS NECESSARY DURING THE CONSTRUCTION OR WORK. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK IS COMPLETED AND THE EASEMENT SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER, AT THE EASEMENTOR'S EXPENSE, AND AS NECESSARY DURING THE CONSTRUCTION OR WORK.



LEGEND

- PROPOSED BITUMINOUS PAVING/PAVEMENT RESTORATION
- PROPOSED DRIVEWAY ADJUSTMENT
- SHARED USE PATH
- PROTECTIVE RAILING
- REMOVE EXISTING TREE/SHRUB



|                     |  |
|---------------------|--|
| FEDERAL PROJECT NO. |  |
| PROJECT NAME/ROUTE  | Paoli Pike Shared Use Path<br>Segments C, D & E/ SR 2014 |
| COUNTY              | Chester  |
| MUNICIPALITY        | East Goshen  |
| PARCEL NO.          | UPI # 53-4-78 (P/O)                                      |
| CLAIM NO.           |  |
| CLAIMANT            | West Chester Area School District                        |

## TEMPORARY EASEMENT FOR CONSTRUCTION

THIS INDENTURE, made this 24<sup>th</sup> day of March, by West Chester Area School District Owner(s) of property affected by the construction or improvement of the above mentioned transportation improvement, their heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the OWNER, and East Goshen Township, hereinafter called the PURCHASER,

### WITNESSETH:

WHEREAS the PURCHASER intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn real property for the above transportation improvement from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the OWNER will grant to the PURCHASER a temporary easement for construction purposes from the aforesaid property,

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) Dollars, the Owner hereby grants to the PURCHASER a temporary easement for the purpose of undertaking the above construction or improvement, said easement to extend to the area shown on the plot plan attached hereto and made a part hereof and to authorize the entry and re-entry of employees, agents and contractors of the PURCHASER upon said area to do any and all work necessary for the completion of the project, including the removal of any buildings and/or other structures located on the area covered by the easement; provided, however, that, upon completion of the project, the PURCHASER shall be obligated to restore the area covered by the easement to a condition commensurate with that of the balance of the property of the OWNER, such restoration to include removal of debris, filling of holes left by the removal of buildings or structures, draining, filling and/or capping of wells, cesspools and septic tanks; grading and sowing of grass. The estimated completion date of the construction or improvement is thirty (30) months from the start of construction. The temporary easement for construction area is 65 sq. ft..

The OWNER does further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the OWNER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the OWNER through or by reason of the aforesaid construction or improvement.

The OWNER hereby indemnifies the PURCHASER for any claim made by a successor in interest should OWNER transfer the property to another prior to the completion of construction for which the temporary easement was given.



The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

**INDIVIDUALS**


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

**ENTITIES\***

OWNER:

West Chester Area School District

(Name of Entity)

BY:   
Kevin H. Campbell  
Director of Facilities and Operations

BY: \_\_\_\_\_

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

**PURCHASER**

BY: \_\_\_\_\_

Louis (Rick) Smith, Jr., Township Manager



|                     |   |
|---------------------|---|
| FEDERAL PROJECT NO. |   |
| PROJECT NAME/ROUTE  | Paoli Pike Shared Use Path<br>Segments C, D, & E/ SR 2014 |
| COUNTY              | Chester   |
| MUNICIPALITY        | East Goshen   |
| PARCEL NO.          | UPI # 53-4-78   |
| CLAIM NO.           |   |
| CLAIMANT            | West Chester Area School District                         |

## Waiver of Rights

Date:


Dear Property Owner:

We are pleased to learn of your willingness to donate your property to East Goshen Township. We commend you for this public-spirited decision which will greatly enhance our ability to complete this transportation improvement. Thank you for your generous support.

Your donation may entitle you to certain Income Tax benefits. Please consult with the Internal Revenue Service or a qualified tax practitioner for information. Also be advised that, although East Goshen Township cannot reimburse you for tax preparation, we can reimburse you up to a total of \$4,000 for Appraisal, Engineering and/or Attorney fees relating to this matter.

At this time we wish to inform you of your rights in this matter and to document your willingness to waive these rights. Please sign the acknowledgement and waiver statement and the attached documents and return them to your Right-of-Way Representative.

I understand that I am entitled to receive just compensation and to be informed of an estimate of just compensation. An appraisal has not yet been completed, and I waive my right to be informed of the amount of just compensation and waive my right to receive just compensation.



Signature

3/24/15

Date

Signature

Date

Sincerely,

Louis (Rick) Smith, Jr., Township Manager

Your Right-of-Way Representative is: Stephen C. Giampaolo, P.E.  
Telephone Number: (610) 594-9995