

773.2

AGREEMENT RIGHT OF WAY

O. DOW FOSSELMAN ET AL

AND

MARLIN L. LAUVER ET AL

THIS AGREEMENT OF RIGHT OF WAY made this 6th day of October, 1958, Between O. Dow Fosselman and Sara C. Fosselman, his wife, of Newport, Perry county, Pa., and R. C. Fosselman and Hazel G. Fosselman, his wife, of Blain Borough, Perry County, Pa., GRANTORS, and Marlin

L. Lauver and Glenn W. Ewing, Partners trading and doing business as Lauver & Ewing, and Harold E. Kerr, Grantees,

WHEREAS, the said grantors are the owners of a tract of land in Tuscarora Township, Perry County, Pa., as conveyed to them by deed of Charlotte B. Kerr, widow, dated March 21, 1958 and recorded in Perry County deed book 156, page 386, and

WHEREAS, the said grantees are the owners of real estate situate in Tuscarora Township, Perry County, Pa., near said land as purchased from R. C. Fosselman, et ux, and Charlotte Kerr,

NOW THIS AGREEMENT WITNESSETH, that for and in consideration of the sum of One (\$1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, the said grantors do grant and convey unto the grantees herein, their heirs and assigns, a right-of-way over land of the said grantors, bounded and described as follows:

Beginning at a point on Highway Route #17 leading from Ickesburg to Millerstown at the property line of John Weibley; thence along property line of Weibley South 19½ deg. East 1250 feet to a point at land of Harold E. kerr, said right-of-way to be twenty (20) feet in width, together with the rights of the grantees herein, their heirs and assigns, to place the necessary utility poles or line along the edge of said right-of-way. This right-of-way to be used jointly between the grantors herein, their heirs and assigns, and the grantees herein, their heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

(Pa. Rev.)  
(\$0.01)

O. Dow Fosselman (SEAL)

Sara C. Fosselman (SEAL)

Recorded On 5/27/2005 At 2:04:18 PM

\* Instrument Type - DEED

Invoice Number - 35842

\* Grantor - WENGER, P ROBERT

\* Grantee - WENGER, P ROBERT

\* Customer - ELIZABETH P QUIGLEY ESQ

Instrument Number - 200505108

\* Total Pages - 4

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER OF DEEDS	
AFFORDABLE HOUSING	\$10.00
COUNTY ARCHIVES FEE	\$2.00
RECORDER'S ARCHIVES FEE	\$0.50
- TO COUNTY	
RECORDER IMPROVEMENT	\$2.50
FUND - TO OFFICE	
TOTAL	\$38.50

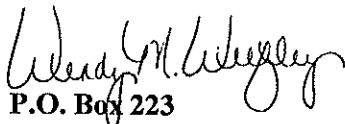
This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

**RETURN DOCUMENT TO:**  
**ELIZABETH P QUIGLEY ESQ**

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office  
of Perry County, Pennsylvania.

  
P.O. Box 223  
New Bloomfield, PA 17068



\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

Instrument Number: 200505108

00166C



# THIS DEED,

MADE the 26<sup>th</sup> day of May  
in the year two thousand five (2005)  
BETWEEN P. ROBERT WENGER and DEBORAH A. WENGER, his wife, of Quarryville,  
Lancaster County, Pennsylvania,

Grantors

AND

P. ROBERT WENGER and DEBORAH A. WENGER, his wife, of Quarryville, Lancaster  
County, Pennsylvania, tenants by the entirety,

Grantees

WITNESSETH, That in consideration of ONE AND 00/100 (\$1.00)-----Dollar,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do  
hereby grant and convey to the said grantees, their heirs and assigns, as tenants by the entirety,

ALL that certain tract of land situate in Tuscarora Township, Perry County, Pennsylvania,  
known and designated as Lot 1 on the Final Subdivision Plan for P. Robert and Deborah A.  
Wenger as recorded in Perry County Plan Book 53, Page 163, in which it is more fully bounded  
and described as follows:

BEGINNING at a pipe at the northwest corner of Lot 1 being conveyed herein, in line of land  
now or formerly of William R. & Nancy I. Sheaffer, said pipe also being at a corner of land now  
or formerly of Rodney D. & Melody Zullinger; thence North 75 degrees 53 minutes 05 seconds  
East 498.13 feet along land now or formerly of Rodney D. & Melody Zullinger to a pipe at a  
corner of Lot 2 in the aforesaid subdivision plan; thence South 18 degrees 47 minutes 37 seconds  
East 529.56 feet along Lot 2 aforesaid to a concrete monument in line of other land now or  
formerly of P. Robert & Deborah A. Wenger; thence South 75 degrees 51 minutes 54 seconds  
West 515.23 feet along other land now or formerly of P. Robert & Deborah A. Wenger to a  
concrete monument at a corner of land now or formerly of William R. & Nancy I. Sheaffer;  
thence North 16 degrees 56 minutes 40 seconds West 528.61 feet along land now or formerly of  
William R. & Nancy L. Sheaffer to a pipe, the place of BEGINNING. Containing 6.1403 acres.

TOGETHER with free ingress, egress and regress to and for the said grantees, their heirs and  
assigns, at all times and seasons forever hereafter, into, along, upon and over a private right-of-  
way extending in a southeasterly direction from S.R. 0017 to Lot 1 being conveyed herein, said  
right-of-way being more specifically set forth in Perry County Record Book 1246, Page 123, and  
on the Subdivision Plan recorded in Perry County Plan Book 53, Page 163.

This conveyance is subject to all matters contained in the subdivision plan recorded in Perry  
County Plan Book 53, Page 146 and specifically to the designation that this is to be a lot addition  
to other lands owned by the grantors/grantees, and is a lot addition only to said land which is  
more specifically described in Perry County Deed Book 999, Page 52, and cannot be conveyed  
separately.

(continued)

AND the said grantors will specially WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in the presence of

[Signature]

P Robert Wenger (SEAL)  
P. Robert Wenger (SEAL)

[Signature]

Deborah A. Wenger (SEAL)  
Deborah A. Wenger

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee herein is as follows:

176 CARDINAL DRIVE, QUAKERTOWN, PA  
17566

Commonwealth of Pennsylvania )  
County of Perry ) SS:

On this, the 26<sup>th</sup> day of May 2005, before me, the undersigned officer, personally appeared P. Robert Wenger and Deborah A. Wenger

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 purpose therein contained.

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



[Signature]  
My Commission Expires

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Elizabeth P. Quigley, Notary Public  
Bloomfield Boro, Perry County  
My Commission Expires July 22, 2008  
Member, Pennsylvania Association Of Notaries

by her deed dated August 30, 1990 and recorded on February 21, 1991 in the Office of the Recorder of Deeds for Perry County in Record Book 606 at Page 121, granted and conveyed to Rodney D. Zullinger and Melody A. Zullinger, husband and wife, and Elwood D. Rotz and Donna R. Rotz, husband and wife, Grantors herein.

TOGETHER with free ingress, egress and regress for the purpose of pedestrian and vehicular access as aforesaid over land now or formerly of said Grantors to and for the said Grantees, their heirs and assigns, their tenants and under-tenants, occupiers and possessors of the said premises now or formerly of Grantees in common with them, the said Grantors, their heirs and assigns, their tenants and under-tenants, occupiers or possessors of said Grantors' land adjacent to said passageway.

TO HAVE AND TO HOLD all and singular the privileges aforesaid to them, the said Grantees, their heirs and assigns, to and for the only proper use and behoof of them, the said Grantees, their heirs and assigns, forever, in common with them, the said Grantors, their heirs and assigns, as aforesaid;

SUBJECT, nevertheless, to the following terms and conditions:

1. All expenses for the preparation of right-of-way shall be borne by Grantees including road and bridge construction.
2. Bridge over stream (Raccoon Creek) shall be of sufficient width to provide minimum of twelve and one-half (12-1/2) feet roadway clearance between side curbs, which curbs shall be not more than four (4) inches in height above surface of roadway, and equipped with removable guard rails on both sides of bridge.
3. Any and all topsoil displaced in the process of constructing road and bridge shall be evenly spread on Grantors' fields adjacent to right-of-way.
4. Any and all trees required to be felled in the process of clearing the right-of-way shall be turned over to Grantors.
5. Grantors reserve right to free and perpetual use of right-of-way without any expense to Grantors for construction, repair or maintenance of right-of-way, including road or bridge. This right shall extend to Grantors' heirs, successors and assigns.
6. Grantees, their heirs, successors and assigns shall be responsible for all maintenance and repairs of right-of-way, including road and bridge. However, should Grantors' land be subdivided into additional building lots, those corresponding landowners each shall also have rights to perpetual ingress and egress over said right-of-way, but shall share expenses of maintenance and repairs in proportion to their respective use of