

# This Deed

MADE this 27 day of December in the year two thousand seven (2007),

**BETWEEN AMOS S. ESH and NAOMI F. ESH, his wife**, of 7034  
Raccoon Valley Road, Millerstown, Perry County, Pennsylvania, 17062,  
**GRANTORS**, parties of the first part,

AND

**AMIE L. ALLGYER, singleman**, of 136 Marsh Run Drive, Millerstown,  
Perry County, Pennsylvania, 17062-8830, **GRANTEE**, party of the second part,

**WITNESSETH**, That for and in consideration of the sum of **TWENTY-NINE THOUSAND SIX HUNDRED FIFTY-EIGHT AND NO/100 (\$29,658.00) DOLLARS**, lawful money of the United States of America, unto them well and truly paid by the Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said Grantors have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said Grantee, his heirs and assigns forever,

**ALL** that certain piece, parcel, or tract of land, situate in Tuscarora Township, Perry County, Pennsylvania, more particularly bounded and described as follows, to wit:

**BEGINNING** at an iron pin at the southeast corner of the property herein conveyed where the same joins the southwest corner of lands now or formerly of Howard R. Lewis and the northern border of other lands now or formerly of the Grantee herein; thence from said iron pin and along other lands of the Grantee herein, South 65 degrees 18 minutes 33 seconds West, a distance of 391.80 feet to an iron pin at the southwest corner of the property herein conveyed; thence along lands retained by Amos S. Esh, Grantor herein, and a right-of-way hereinafter referenced and described, North 12 degrees 26 minutes 20 seconds West, a distance of 1.27 feet to a point; thence along same, North 39 degrees 42 minutes 59 seconds West, a distance of 133.61 feet to a concrete monument; thence along same, North 28 degrees 34 minutes 34 seconds West, a distance of 407.84 feet to a concrete monument at the

*Amos S. Esh*  
*Naomi F. Esh*

northwest corner of the property herein described; thence along lands of Amos S. Esh, North 72 degrees 20 minutes 05 seconds East, a distance of 439.34 feet to an iron pin at the northeast corner of the property herein described; thence along same, South 26 degrees 47 minutes 45 seconds East, a distance of 379.97 feet to an iron pin; thence along lands now or formerly of Howard R. Lewis and continuing South 26 degrees 47 minutes 45 seconds East, a distance of 103.81 feet to an iron pin, the point and place of **BEGINNING**.

The parcel has a total area of 4.943 acres and is designated as Lot #4 in that subdivision plan prepared by Thomas Lee Palm dated June 23, 2007 and recorded in Perry County Plan Book 57 at Page 127 on December 27, 2007 following a review by the Perry County Planning Commission on July 13, 2007, a review by the Tuscarora Township Planning Commission on July 31, 2007, and an approval by the Tuscarora Township Supervisors on December 20, 2007.

**BEING** part of that property conveyed to the Grantors herein by deed of Charles E. Larsen, single person, dated January 16, 2006 and recorded as Perry County Recorder of Deed Instrument #200600843.

**UNDER AND SUBJECT TO** the same rights, privileges, agreements, rights-of-way, easements, conditions, exceptions, restrictions, and reservations as exist by virtue of prior recorded instruments, plans, deeds of conveyances, or visible on ground.

**UNDER AND SUBJECT TO** building setback lines as set forth on the subdivision plan, a twenty foot wide drainage easement as shown on the subdivision plan crossing the entire depth of the property herein conveyed; and eight (8) plan notes set forth on the subdivision plan, and all other easements, rights-of-way, limitations, restrictions, conditions, notes and matters as set forth on the subdivision plan recorded in Perry County Plan Book 57 at Page 127.

**GRANTING ALSO TO THE GRANTEE, his heirs and assigns, in common with the Grantors, their heirs and assigns,** an easement and right-of-way approximately 50 feet in width extending from the northwestern portion of the property herein conveyed in a southeasterly direction to the centerline of Raccoon Valley Road, State Route 17, said right-of-way being more particularly described as follows, to wit:

**BEGINNING** at a concrete monument at the northwest corner of the property hereinbefore described; thence along the western border of the property hereinbefore described and conveyed, South 28 degrees 34 minutes 34 seconds East, a distance of 407.84 feet to a concrete monument; thence along same, South 39 degrees 42 minutes 59 seconds East, a distance of 133.61 feet to a point; thence along same, South 12 degrees 26 minutes 20 seconds East, a distance of 1.27 feet to an iron pin; thence South 12 degrees 26 minutes 20 seconds East, a distance of 107.04 feet to existing iron pin and stones; thence South 26 degrees 52 minutes 57 seconds East, a distance of 680.73 feet to existing iron pin in S.R. 17; thence along centerline of Route 17, South 66 degrees 35 minutes 10 seconds West, a distance of 50.09 feet to a point in S.R. 17; thence North 26 degrees 52 minutes 57 seconds West, a distance of 684.04 feet to an existing iron pin; thence North 12 degrees 26 minutes 20 seconds West, a

*Amos S. Esh*

*Naomi J. Esh*

distance of 101.25 feet to an existing concrete monument; thence North 39 degrees 42 minutes 59 seconds West, a distance of 126.35 feet to a point; thence North 28 degrees 34 minutes 34 seconds West, a distance of 422.35 feet to a point; thence North 72 degrees 20 minutes 05 seconds East, a distance of 50.92 feet to a concrete monument, the point and place of **BEGINNING**.

**SUBJECT TO** limitation that the easement use by Aimee L. Allgyer, his heirs and assigns, shall be restricted to one dwelling.

**SUBJECT TO** the obligation of Grantee, his heirs and assigns, to share equally in maintenance of said easement.

**TOGETHER** with all and singular, the buildings and improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances and whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first part in law, equity, or otherwise, howsoever, of, in and to the same, and every part thereof.

**TO HAVE AND TO HOLD** the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned, and intended to be, with the appurtenances, unto the said Grantee, his heirs and assigns, to and for the only proper use and behoof of the said Grantee, his heirs and assigns, FOREVER.

AND the said Grantors will specially warrant the property herein conveyed.

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

In the presence of:

Amos S. Esh (SEAL)  
AMOS S. ESH

Naomi F. Esh (SEAL)  
NAOMI F. ESH

**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise residence of the within-named Grantee is as follows:

136 Marsh Run Drive  
Millerstown, Pa. 17062

Attorney or Agent for Grantee