

Prepared by
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Return to
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375 Morris Road, P. O. Box 1479
Lansdale, PA 19446-0773
215-661-0400

Parcel No. 56-00-08851-00-3

DEED OF EASEMENT

THIS INDENTURE made this _____ day of _____, 2024, between _____ (hereinafter referred to as the “Grantor”), and **NORTH PENN WATER AUTHORITY**, a municipal corporation of Montgomery County, Pennsylvania, successor in interest to Lansdale Municipal Authority (hereinafter referred to as the “Grantee”);

WITNESSETH: THAT the said Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States unto Grantor well and truly paid by the said Grantee, receipt of which is hereby acknowledged, has granted, bargained, and sold and by these presents doth grant, bargain, and sell unto the Grantee, its successors and assigns, the free and uninterrupted use, liberty, and privilege of and passage in and along a certain parcel or certain parcels of ground situate in Upper Gwynedd Township, Montgomery County, Pennsylvania, being identified as a portion of Tax Parcel Number 56-00-08851-00-3 and described in the legal description attached hereto as Exhibit “A” and depicted in the Plan attached hereto as Exhibit “B”, both which are incorporated herein by (hereinafter, collectively referred to as "Easement Area").

Such use, liberty, and privilege being hereby granted to the Grantee for the sole purpose of permitting the Grantee, its successors, and assigns to construct, reconstruct, install and perpetually

maintain underground, water lines, meters, meter pits, valve boxes and valves, taps, laterals, curb cocks, fire hydrants, connections, public utility lines or other necessary public improvements, together with any necessary appurtenances (hereinafter referred to as the "Improvements") along and under the said Easement Area, together with any necessary appurtenances which shall not be extended beyond the aforesaid Easement Area.

TO HAVE AND TO HOLD the same perpetually to the Grantee, its successors, and assigns so long as the Improvements are used and maintained upon the aforesaid Easement Area, together with the right and privilege at any and all times to enter the aforesaid parcel or parcels of ground or any part thereof, for the purpose of constructing, reconstructing, installing and maintaining the Improvements, and for making connections therewith. Grantor agrees, for themselves, their successors, heirs, executors, administrators and assigns that no buildings, fences (other than the barrier fence currently shown on Grantor's land development plans) or other structures of any kind, nor any trees or shrubbery (hereinafter referred to collectively as "Prohibited Improvements") shall be erected, planted or placed upon or within ten (10') feet of any of the Improvements located within said easement. Aside from those utility crossings currently shown on the Grantor's land development plans, no permission or easement shall be granted to any other person, corporation or other entity to install pipes, conduits, wires or other underground facilities within ten (10') feet of any of the Improvements as constructed, without first obtaining the prior written permission of Grantee. Those utility crossings shown on the Grantor's land development plans shall comply in all respects with the Department of Environmental Protection's regulations for appropriate clearance. Grantee, its successors and assigns will not create any nuisance or do any act that will be detrimental to the Grantor, its tenants, or occupants of land

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abutting the parcel or parcels of ground aforesaid, and will at all times, after doing any work in connection with the construction, reconstruction, repair, or maintenance of any Improvement, restore the premises to substantially the same condition in which same were found before such work was undertaken, it being understood that no Prohibited Improvements as herein defined, will be restored.

IN WITNESS WHEREOF, Grantor has executed this Agreement the day and year first above written.

GRANTOR:

Attest: _____ By: _____

GRANTEE:

**NORTH PENN WATER AUTHORITY,
Successor in interest to Lansdale Municipal
Authority**

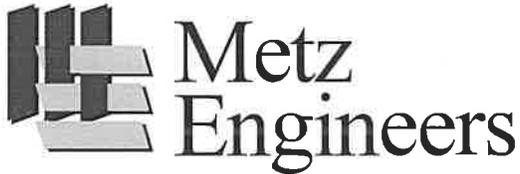
Attest: _____ By: _____

COMMONWEALTH OF PENNSYLVANIA :
 : ss.
COUNTY OF :

On the _____ day of _____, A.D., 2024, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____ and that he/she as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as _____.

Notary Public

Exhibit "A"
Legal Description



Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143



February 1, 2016
Revised March 1, 2017

M7770
NPWA Well Site L-9

Proposed 20' Wide Waterline Easement
lands of Lansdale Municipal Authority

ALL THAT CERTAIN easement situate in Upper Gwynedd Township, Montgomery County, Pennsylvania, being shown on a 20' Waterline Easement Plan lands of Lansdale Municipal Authority, prepared for North Penn Water Authority by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated February 1, 2016, and being more fully described as follows:

BEGINNING at a iron pipe found on the southerly legal right-of-way line of Towamencin Avenue (48 feet wide), said point being a common corner of lands of Lansdale Municipal Authority (taxmap block 1, unit 5) & N/L Peter & Sue Enns (block 1, unit 40) and being located South 46°55'00" West, 585.76 feet from the centerline of Whites Road as shown on said plan; thence, extending along from said point of beginning along said Enns lands, South 46°32'00" East, 190.20 feet to an iron pin set at a northeasterly corner of a certain 20' wide alley of which this may be a part; thence, extending along the common line of lands of said Enns & said 20' wide alley, South 46°32'00" East, 20.02 feet to a point in the line of lands of Lansdale Borough (block 1, unit 3); thence, extending along said Borough lands, South 45°21'00" West, 20.01 feet to a point; thence, extending on and through said 20' wide alley, North 46°32'00" West, 20.02 feet to a point in the line of lands of said Lansdale Municipal Authority; thence, extending on and through said Lansdale Municipal Authority lands the following five (5) courses and distances: 1) North 46°32'00" West, 66.53 feet to a point; 2) North 44°46'21" East, 10.00 feet to a point; 3) North 46°32'00" West, 31.01 feet to a point; 4) South 44°46'21" West, 10.00 feet to a point; 5) North 46°32'00" West, 113.23 feet to a point on the aforementioned Towamencin Avenue legal right-of-way line; thence, extending along said legal right-of-way line, North 46°55'00" East, 20.04 feet to a point, said point being the point and place of beginning.

CONTAINING 3,900 sq.ft. (0.0895 acres) of land area, be the same, more or less.

Herbert H. Metz, Inc. Since 1912

EXHIBIT "B"

Plan

