



Westinghouse  
Electric Corporation

Distribution and Protection  
Business Unit

1 Tuscarawas Road  
Beaver Pennsylvania 15009  
(412) 775 2000

October 9, 1986

Vanport Municipal Authority  
285 River Avenue  
Vanport, PA. 15009

Enclosed for your records is a signed copy of the Pipeline Easement Agreement between Westinghouse and Vanport Township. Thank you for your cooperation in granting the easement.

Present plans are to begin construction in early December, pending approval of several permits.

E. F. Farland, Manager  
Works Engineering Department

EF/aap

Enclosure:



RIGHT-OF-WAY AGREEMENT

THIS INDENTURE made this 19 day of ~~September~~ in the year of our Lord one thousand nine hundred and eighty-six (1986).

BETWEEN

VANPORT MUNICIPAL AUTHORITY, a Pennsylvania municipal authority with offices at 285 River Avenue, Beaver County, Pennsylvania (hereinafter called "Grantor"), party of the first part.

AND

WESTINGHOUSE ELECTRIC CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business in the City of Pittsburgh, Allegheny County, Pennsylvania (hereinafter called "Grantee"), a party of the second part.

WITNESSETH

THAT the said Grantor, for and in consideration of the sum of \$ 1.00 to it now paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee its successors and assigns, forever, a perpetual easement and right-of-way, over and across that certain tract of land situate in Vanport Township, Beaver County, Pennsylvania, and which is described on Exhibit "A" attached hereto and made a part hereof.

Said easement is granted subject, however, to any occupations, encroachment, or easements of record or otherwise effecting the parcel of land hereby described and to any state of facts that an accurate survey or personal inspection of the premises may disclose.

The interior twenty (20) feet, ten (10) feet on either side of the center line thereof of said easement, shall be used exclusively for the installation and maintenance of a discharge transmission system consisting of pipes, valves, manholes, and necessary appurtenances for the conveyance of discharge from the Grantee's Waste Treatment Plant. In addition, ten (10) feet in width on either side of the center twenty (20) feet of said easement shall be used exclusively for the construction, installation, repair, laying, relaying or removal of said discharge transmission system. The Grantee shall notify the Grantor prior to such installation, maintenance, repair, renewal, or removal and shall also obtain prior approval of the Brighton Township Sewage Authority of the location and methods to be employed in order that the Sewage Authority may ascertain that the work will not cause damage to the Sewage Authority's line, which lies within said parcel.

The Grantee shall have the following rights, privileges, and authority to use and operate said discharge system, to enter upon said tract of land at any time for the purpose of removing in-line obstructions to flow, monitoring or sampling flow and inspection of the system.

Grantee shall repair any damage to and/or restore the Grantor's property if the need for such repairs or restoration is caused by or arises out of its use of enjoyment of the above-described right-of-way.

The right-of-way herein is granted subject to prior rights, conditions, covenants, easements, and encumbrances, if any, to which the Grantor's property is subject including but not limited to the Brighton Township Sewage Authority's underground sanitary sewer line, which is constructed in

said right-of-way. Grantee shall, prior to start of construction or any repair, replacement, or removal, obtain at its sole cost and expense any Governmental permits for such work.

By acceptance of this agreement and construction of said discharge transmission system, Grantee indemnifies and saves harmless the Grantor from and against all losses, liabilities, claims, or demands (including without limitation, costs and expenses in connection therewith) arising out of any personal injury, including death resulting therefrom, or out of any damage to or loss of destruction of property, in any manner based upon, occasioned by, or attributable or related to the Grantee's use of said easement/right-of-way.

The tract of land over and across which said easement and right-of-way is granted may always be used by the Grantor, for such uses and purposes as will not interfere with the construction, maintenance, repair, renewal, use or operation of said discharge transmission system and are not inconsistent therewith, provided, that no buildings or structures other than fences will be located or constructed by the Grantor within the limits of said easement and right-of-way; and provided, always, that said Grantor, in the use of said tract of land, shall not damage or injure any of the property of Grantee in said easement and right-of-way nor interfere or threaten to interfere in any manner with the construction, maintenance, repair, renewal, use, or operation of said water transmission system.

NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED, OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July, 1957, P.L. 984, as amended.)

This Indenture shall be binding upon the insure to the benefit of all the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their proper officers and their corporate seals to be duly affixed, as of the day and year aforesaid.

ATTEST:

Quis M. Watt

ATTEST:

RE Peter

VANPORT MUNICIPAL AUTHORITY

By: Howard J. Calile

WESTINGHOUSE ELECTRIC CORPORATION

By: J. B. Masins  
Vice President

STATE OF Pennsylvania }  
COUNTY OF Beaver } SS:

Personally came before me this 19<sup>th</sup> day of September  
19 86, the within named Howard Cable and  
\_\_\_\_\_ to me known to be the persons who  
executed the above and foregoing instrument, and acknowledged the same.

Sandra L. Petrella  
Notary Public

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF ALLEGHENY } SS:

On this 30<sup>th</sup> day of SEPTEMBER  
August, 19 86, before  
me NANCY M. TAYLOR the undersigned officer, personally appeared  
J.B. YASINSKY who acknowledged himself to be the Vice  
President of WESTINGHOUSE ELECTRIC  
CORPORATION, a corporation, and that he as such Vice President  
J.B. YASINSKY being authorized to do so, executed  
the foregoing instrument for the purposes therein contained by signing the  
name of the corporation.

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

Nancy M. Taylor  
Notary Public

# DANIEL C. BAKER ASSOCIATES, INC.

CONSULTING ENGINEERS  
SURVEYORS AND PLANNERS

6150 TUSCARAWAS ROAD BEAVER, PENNSYLVANIA 15009  
(412) 495-7020

## EASEMENT OF RIGHT-OF-WAY FOR OUTFALL SEWER

### VANPORT TOWNSHIP MUNICIPAL AUTHORITY

TO

### WESTINGHOUSE ELECTRIC CORPORATION

Being a perpetual easement of right-of-way having a right-of-way width of twenty feet (20') in width throughout its total length with an additional ten feet (10') in width on each side of easement during the construction period or any period of reconstruction, laying, relaying, relocating, repairing or removal, for the purposes, at any time and from time to time, of constructing, reconstructing, laying, relaying, relocating, operating, maintaining, repairing and removing an outfall sewer line or lines, together with all necessary appurtenances or parts thereto including manholes, in, on, over, upon, across and through property of the Grantor, which easement of right-of-way is described along its center line by the following courses and distances:

Beginning at a point in the center line of the hereinafter described easement of right-of-way where same is intersected by the center line of State Avenue, also being Pennsylvania Legislative Route No. 243, at State Avenue Center Line Station 12+59.00: thence through an area of land acquired from the Grantors for said State Avenue for public road purposes, slope construction, limited access highway and run channel changes and lands of the Grantors the following six (6) courses and distances: (1) South 55 degrees 10 minutes 52 seconds East for a distance of 38.07 feet to a point; (2) North 56 degrees 17 minutes 16 seconds East for a distance of 64.90 feet to a point; (3) North 72 degrees 46 minutes 46 seconds East for a distance of 87.93 feet to a point; (4) South 78 degrees 34 minutes 22 seconds East for a distance of 80.61 feet to a point (5) South 61 degrees 36 minutes 34 seconds East for a distance of 69.36 feet to a point; (6) South 71 degrees 22 minutes 06 seconds East for a distance of 69.08 feet to a point of terminous on the dividing line between lands of the Grantor and lands conveyed to Charles W. Brown and Elva H. Brown, his wife, by deed re-

**Easement of Right-of-Way for Outfall Sewer  
V.T.M.A. to Westinghouse  
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corded in the Recorder of Deeds Office in the County of Beaver, Commonwealth of Pennsylvania in Deed Book Volume 648, page 256. Said terminous point also being North 60 degrees 30 minutes 35 seconds West, a distance of 72.72 feet from a corner common to lands of Grantor and land of said Charles W. Brown, and Elva H. Brown, his wife.

Said description made in accordance with plan of survey as prepared by DANIEL C. BAKER ASSOCIATES, INC. dated June 27, 1986.