

APPROVED

First Reading: 04/25/12

Passed 8-0: 05/09/12

**COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL 2012-13
SPONSORED BY COMMISSIONER SCHELLER
REQUESTED DATE: APRIL 18, 2012
ORDINANCE NO. 2012-112**

**APPROVING A DEED OF EASEMENT AND RIGHT-OF-WAY TO THE
COPLAY-WHITEHALL SEWER AUTHORITY**

WHEREAS, the County of Lehigh is the owner of a certain tract of land located along Reliance Street in the Township of Whitehall, Lehigh County, Pennsylvania PIN 548927907759; and

WHEREAS, the Coplay-Whitehall Sewer Authority is requesting a twenty foot (20') wide perpetual Right-of-Way and Easement, and adjoining temporary construction easement for the Coplay Creek Interceptor Replacement; and

WHEREAS, a proposed Deed of Easement and Right-of-Way is attached hereto and marked Exhibit "A"; and

WHEREAS, section 310(a)(6) of the Home Rule Charter of the County of Lehigh requires ordinance approval for the conveyance of any interest in real estate.

NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH, PENNSYLVANIA, THAT:

1. The above clauses are incorporated herein and made a part hereof by this reference.
2. The proposed Deed of Easement and Right-of-Way attached hereto is hereby approved, under the terms and subject to the conditions expressly set forth therein.
3. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to

carry out the purpose of this Ordinance.

4. The County Executive shall distribute copies of this Ordinance to the proper offices and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.

5. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.

6. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this 9th day of May, 2012 by the following vote:

<u>Commissioners</u>	<u>AYE</u>	<u>NAY</u>
Thomas C. Creighton, III	X	
Percy H. Dougherty	X	
David S. Jones, Sr.	X	
Daniel K. McCarthy (absent)		
Vic Mazziotti	X	
Brad Osborne	X	
Scott Ott	X	
Lisa Scheller	X	
Michael Schware	X	

ATTEST:

Deirdre Borelli
Clerk to the Board of Commissioners

APPROVED this 14th day of May, 2012.

Donald T. Cunningham, Jr.
County Executive

ENACTED this 14th day of May, 2012

Prepared by and return to:
Law Offices of John O. Stover, Jr.
537 Chestnut Street
Emmaus, PA 18049
(610) 967-6602

PIN # 548927907759 1

CC Int #52 - COUNTY OF LEHIGH PROPERTY
CWSA PERMANENT DEED OF EASEMENT AND RIGHT-OF-WAY
COPLAY CREEK INTERCEPTOR REPLACEMENT

THIS DEED, made this ____ day of _____, 2012, by and between the **COUNTY OF LEHIGH**, a Third Class County, incorporated under the laws of the Commonwealth of Pennsylvania, with its principal office located at 17 South 7th Street, Allentown, Lehigh County, Pennsylvania, 18101, Party of the First Part, (hereinafter referred to as "Grantor"),

AND

COPLAY-WHITEHALL SEWER AUTHORITY, a Pennsylvania Municipal Authority organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 3213 MacArthur Road, Whitehall, Lehigh County, Pennsylvania, and doing business within the Township of Whitehall and the Borough of Coplay, County of Lehigh and Commonwealth of Pennsylvania, Party of the Second Part, (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, that the Grantor, for itself, its successors, assigns and lessees, and in consideration of the sum of ONE DOLLAR (\$ 1.00) paid by Grantee to Grantor, at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, does hereby irrevocably grant, bargain, sell and convey to Grantee, its successors, assigns and lessees, a generally twenty foot (20') wide perpetual Right-of-Way and Easement as well as an adjoining temporary construction easement to construct, lay, operate, renew, alter, inspect, maintain, repair, add to, change the size of, replace or remove such parts of its sanitary sewer system, lines, drainage structures, and other appurtenances pertaining thereto, as the Grantee, its successors, assigns and lessees, may from time to time require, including any pipes, conduits, manholes, interceptor lines, valves, boxes, drains, wire, structures, pumps, meters, and any and all other facilities used or useful in connection therewith, under the premises owned by the Grantor, said Right-of-Way and Easement being more fully described in the legal description W.6-52 attached hereto and incorporated herein by reference as Exhibit "A", and as shown on Drawing No. 100192.0015-W.6-52, hereinafter referred to as Exhibit "B", prepared by SSM Group, Inc., for



the Coplay-Whitehall Sewer Authority through lands of the County of Lehigh, situate in the Township of Whitehall, County of Lehigh and Commonwealth of Pennsylvania.

TOGETHER with the free and uninterrupted full right of Grantee, its successors, assigns and lessees, to enter upon said premises with its agents, workmen, employees, tools, appliances, materials and equipment, at all times as it may need and require for the purpose of constructing, operating, renewing, altering, inspecting, maintaining, repairing, adding to, replacing, or removing said facilities, as the occasion may require. The surface of said Right-of-Way shall remain unencumbered by Grantor of all buildings and structures of any kind, and the grade will not be changed over said sanitary sewer line or lines. Grantee shall also have the right to cut down, trim, remove, and to keep cut down by mechanical means or otherwise, any and all trees, tree roots, brush or undergrowth on said Right-of-Way and Easement or adjoining the same which, in the judgment of the said Grantee, its successors and assigns, may at any time injure, endanger or interfere with the construction, operation, maintenance and repair of said sanitary sewer lines and in connection therewith the right to remove, if necessary, the root systems of the said trees, brush or undergrowth, all costs of which are to be assumed and paid for by the Grantee without any charge whatsoever against the Grantor.

The said temporary construction easement is to expire upon completion of construction and its area is to be restored to its preconstruction condition as nearly as is reasonably possible.

RESERVING unto Grantor, its successors, assigns, and lessees, the right to use and enjoy the surface of said Right-of-Way and Easement subject only to the rights granted herein, and the Grantee covenants to replace and restore the surface of the land to its original good order and condition as near as possible or practical; and Grantor does hereby release, remise and quitclaim Grantee, its successors and assigns, from all claims for damages from whatsoever cause incidental to the exercise by the Grantee of the rights herein granted.

AND FURTHER, in consideration of said payment, Grantor hereby covenants and agrees for itself, its successors, assigns and lessees, that none of the following shall occur unless prior written approval of the Grantee is obtained:

- (1) No property right or permission shall be granted in any fashion allowing the construction of other underground facilities and / or utilities including but not limited to, electrical line, telephone lines, water lines, gas lines, cable television lines, etc., above or below Grantee's sanitary sewer lines; and
- (2) That no connection shall be made to Grantee's sanitary sewer lines of any other system.
- (3) That there will be no change in the grade (filling or cutting of ground) over the surface of the Easement and Right-of-Way.

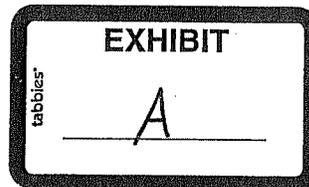
TO HAVE AND TO HOLD, the said Rights-of-Way and Easements and appurtenances hereby granted or mentioned unto the said Grantee, its successors, assigns and lessees forever.

Prepared by: SSM Group, Inc.
City Line Plaza, Suite 300
2005 City Line Road
Bethlehem, PA 18017
Phone: 610-849-9700

Return to: Coplay-Whitehall Sewer Authority
3213 MacArthur Road
Whitehall, PA 18052
Phone: 610-437-4461

Description to Accompany a Release
To Be Obtained For the Construction
Of Sanitary Sewer Facilities, Situate
In the Township of Whitehall, County
Of Lehigh and Commonwealth Of
Pennsylvania, From:

CC – COUNTY OF LEHIGH



ALL THAT CERTAIN generally twenty feet (20') wide Permanent Sanitary Sewer Easement as shown on Drawing Nos. 100192.0015-W.6-52, prepared by the SSM Group, Inc. for the Coplay Whitehall Sewer Authority, situate in the Township of Whitehall, County of Lehigh and Commonwealth of Pennsylvania, being more fully described as follows, TO WIT:

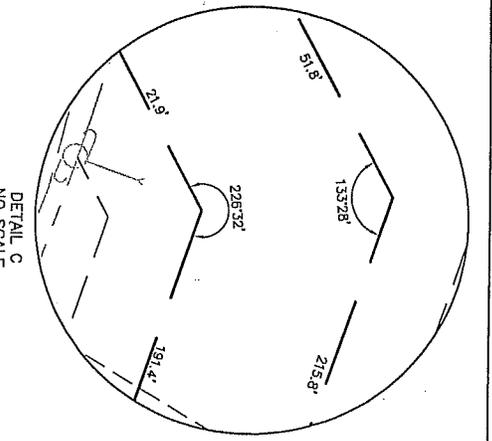
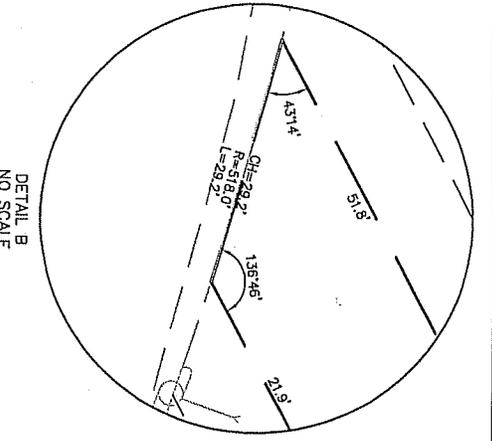
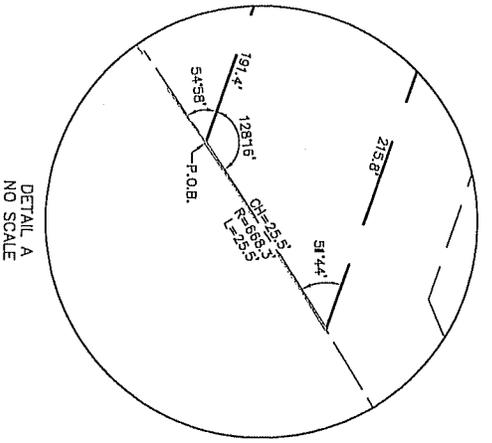
BEGINNING at the point of intersection of the eastern right-of-way line of Reliance Street and a non-tangent curve to the right separating property of Coplay Cement Manufacturing Company and property of the County of Lehigh, grantor herein, thence in a northeasterly direction, along the chord of the aforesaid curve to the right separating property of Coplay Cement Manufacturing Company and property of the County of Lehigh, grantor herein, said curve having a radius of six hundred sixty-eight and three tenths feet [668.3' (+/-)], a central angle of four degrees nineteen minutes [4° 19' (+/-)], an arc length of fifty and four tenths feet [50.4' (+/-)], for a distance along the chord of fifty and four tenths feet [50.4' (+/-)] to the TRUE PLACE OF BEGINNING; thence in and through the aforesaid property of the County of Lehigh the following two (2) courses and distances, VIZ: 1. in a northwesterly direction, forming an angle to the right of fifty-four degrees fifty-eight minutes [54° 58' (+/-)] with the chord of the last described line, for a distance of one hundred ninety-one and four tenths feet [191.4' (+/-)] to a point; 2. in a southwesterly direction, forming an interior angle to the left of two hundred twenty-six degrees thirty-two minutes [226° 32' (+/-)] with the last described line, for a distance of twenty-one and nine tenths feet [21.9' (+/-)] to a point on the northeastern right-of-way line of Reliance Street; thence in a northwesterly direction, along the aforesaid northeastern right-of-way line of Reliance Street, along the chord of a non-tangent curve to the left; having a radius of five hundred eighteen and zero tenths feet [518.0' (+/-)], a central angle of three degrees fourteen minutes [3° 14' (+/-)], an arc length of twenty-nine and two tenths feet [29.2' (+/-)], forming an interior angle to the left of one hundred thirty-six degrees forty-six minutes [136° 46' (+/-)] with

the last described line, for a distance along the chord of twenty-nine and two tenths feet [29.2' (+/-)] to a point; thence in and through the aforesaid property of the County of Lehigh, grantor herein, the following two (2) courses and distances, VIZ: 1. in a northeasterly direction, forming an interior angle to the left of forty-three degrees fourteen minutes [43° 14' (+/-)] with the last described line, for a distance of fifty-one and eight tenths feet [51.8' (+/-)] to a point; 2. in a southeasterly direction, forming an interior angle to the left of one hundred thirty-three degrees twenty-eight minutes [133° 28' (+/-)] with the last described line, for a distance of two hundred fifteen and eight tenths feet [215.8' (+/-)] to a point on the aforesaid line separating property of the County of Lehigh, grantor herein and property of Coplay Cement Manufacturing Company; thence in a southwesterly direction, along the chord of a non-tangent curve to the left, having a radius of six hundred sixty-eight and three tenths feet [668.3' (+/-)], a central angle of three degrees fourteen minutes [3° 14' (+/-)], an arc length of twenty-five and five tenths feet [25.5' (+/-)], forming an interior angle to the left of fifty-one degrees forty-four minutes [51° 44' (+/-)] with the last described line, for a distance along the chord of twenty-five and five tenths feet [25.5' (+/-)] to the TRUE PLACE OF BEGINNING and forming an interior angle to the left of one hundred twenty-eight degrees sixteen minutes [128° 16' (+/-)] with the second described line.

CONTAINING IN AREA: four thousand eight hundred two and two tenths square feet [4802.2 (+/-)] S.F. of land.

EXCEPTING AND RESERVING all that certain portion of an existing Coplay-Whitehall Sewer Authority sanitary sewer easement containing in area four hundred ten and zero tenths square feet [410.0 (+/-)] S.F. of land.

FOR A NET REQUIRED EASEMENT AREA of four thousand three hundred ninety-two and two tenths square feet [4392.2 (+/-)] S.F. of land.



(A) Copley Cement Manufacturing Company - (PIN 548947621500)
 Being part of the same premises which Grant Ferdinand Cement Company did grant and convey unto the County of Lehigh at Allentown, Pennsylvania, in Deed Book dated April 17, 1972 and recorded in the Office of the Recorder of Deeds in and for the County of Lehigh at Allentown, Pennsylvania, in Deed Book Volume 1160, Page 227.

(B) The County of Lehigh - (PIN 548927907759)
 Being part of the same premises which John Watts Barrett, Jr. and Lucille Lewis Barrett, Executors under the Last Will and Testament of John Watts Barrett, did grant and convey unto the County of Lehigh by deed dated March 14, 1974 and recorded in the Office of the Recorder of Deeds in and for the County of Lehigh at Allentown, Pennsylvania, in Deed Book Volume 1180, Page 522.

(C) Esarco Cement Corporation - (PIN 548947735553)
 Being part of the same premises which Whitehall Township did grant and convey unto the Esarco Cement Corporation by deed dated August 25, 2003 and recorded in the Office of the Recorder of Deeds in and for the County of Lehigh at Allentown, Pennsylvania, in Document Number 7137390.

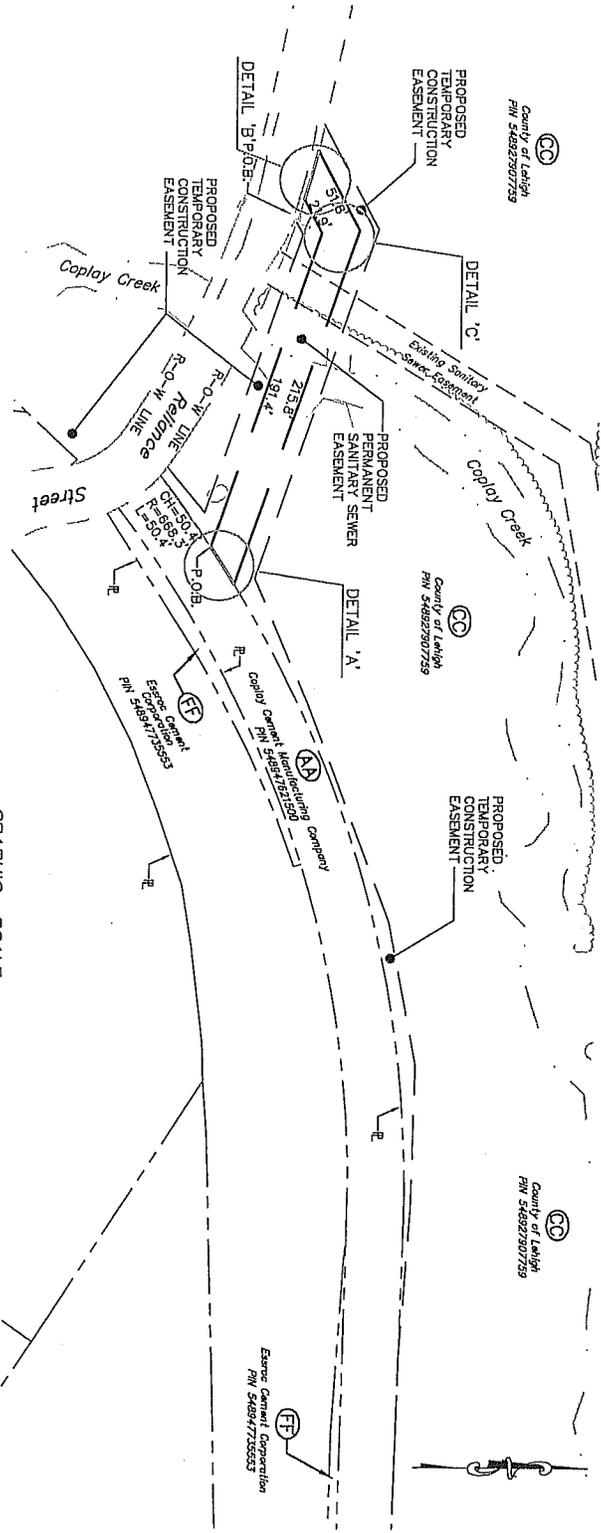


EXHIBIT
 B

NOTE:
 PROPERTY LINES ARE
 APPROXIMATE AND HAVE
 NOT BEEN FIELD VERIFIED.

<p>DATE: 3-20-12 DATE: 10/02/2013 DATE: 10/02/2013 DATE: 10/02/2013</p>	<p>COPLAY-WHITEHALL SEWER AUTHORITY LEHIGH COUNTY - PENNSYLVANIA COPLAY CREEK INTERCEPTOR PROJECT EASEMENT PLAN LEHIGH COUNTY PROPERTY</p> <p style="font-size: small;">COPYRIGHT 2012 SPOTTS, STEVENS AND MCCOY, INC.</p>	<p>SSM SSM Group, Inc. Engineers and Environmental Services</p>	<p>RELEASED FOR: EASEMENTS NOT FOR CONSTRUCTION</p>	<p>PROJECT MANAGER: BJ BASE BY: JTK DRAWN BY: JTK</p>	<p>DATE: N.B.S./A DESIGNED BY: JTK CHECK: ALK</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>MADE</th> <th>CHKD</th> <th>APVD</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION	MADE	CHKD	APVD																																																												
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W.6-52

The referenced Exhibit "A" and "B" to the deed can be located in the Board of Commissioners Office due to the size of the documents.

COUNTY OF LEHIGH ORDINANCE 2012 – NO. 112

CERTIFICATION

I, DAVID BARILLA, Clerk to the Board of Commissioners of Lehigh County, do hereby certify that the attached is a true and correct copy of the ordinance adopted at a regular meeting of the Commissioners of Lehigh County held on the 9th day of May, 2012, and approved on the 14th day of May, 2012 by the Lehigh County Executive, and effective on the 24th day of May, 2012.



DAVID BARILLA, Clerk
Board of Commissioners