

After recording, return to:

Kayla M. Zizzi, Esq.
Tucker Arensberg, P.C.
300 Corporate Center Drive, Suite 200
Camp Hill, PA 17011

TERMINATION OF SEWER EASEMENT

This TERMINATION OF EASEMENT (this “Easement Termination Agreement”) is dated the ____ day of November, 2025, by LOWER PAXTON TOWNSHIP AUTHORITY (“Lower Paxton”), in favor of LUIS RAFAEL VILLEGAS AND JOANN MARIE VILLEGAS, adult individuals (the “Villegas”).

RECITALS

WHEREAS, the Villegas are the owners of certain real property (the “Villegas Property”), by deed recorded with the Dauphin County, Pennsylvania Office for Recording of Deeds, Parcel 35-021-127, Instrument No. 20230025158, as more fully described on Exhibit A, attached hereto; and

WHEREAS, the Villegas Property is encumbered by an easement for construction, operation, maintenance, replacement, and repair of a sewage system (the “Sewer Easement”); and

WHEREAS, the Sewer Easement, described as Right-Of-Way No. 1 and Right-Of-Way No. 2, was established by that Lower Paxton Authority Right of Way Agreement, recorded September 30, 1970 with the Dauphin County, Pennsylvania Recorder of Deeds Office, at Book Q, Vol. 13, Page 200, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, Lower Paxton desires to terminate, release, and extinguish the Sewer Easement, specifically Right-Of-Way No. 2, but excluding Right-Of-Way No. 1.

TERMINATION

NOW, THEREFORE, intending to be legally bound hereby, Lower Paxton hereby agrees as follows:

1. Incorporation. The Recitals set forth above and Exhibits attached hereto are incorporated herein by reference as though fully set forth.
2. Termination of Easement. Lower Paxton terminates, releases, and extinguishes that portion of the Sewer Easement, identified as Right-Of-Way No. 2, and all rights thereunder with the intent that it may be forever extinguished and that the Villegas Property shall be free of Right-Of-Way No. 2. This extinguishment specifically excludes, and Lower Paxton retains all rights, title, and interest in Right-Of-Way No. 1.
3. Authority. Lower Paxton has the full right, power, and authority, and has taken all necessary government action required to enter into and carry out its obligations hereunder.

4. Miscellaneous. This Termination shall be recorded in the Dauphin County, Pennsylvania Recorder of Deeds Office. The headings herein are for convenience only and shall not affect the interpretation of this Termination.

Remainder of Page left Intentionally Blank

Signature Pages Follow

IN WITNESS WHEREOF, the party has executed this Extinguishment of Easement as of the date first written above.

WITNESS / ATTEST:

LOWER PAXTON TOWNSHIP AUTHORITY

By:_____

Name:_____

Title:_____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DAUPHIN

On this _____ day of November, 2025, before me, the undersigned individual, personally appeared _____, _____ of LOWER PAXTON TOWNSHIP AUTHORITY and that, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF VILLEGAS PROPERTY

ALL that certain lot or piece of ground situate in Lower Paxton Township, County of Dauphin and Commonwealth of Pennsylvania, bounded and described as follows:

FIRST

BEGINNING at a one inch diameter iron pin placed at the intersection of the Northern right-of-way line of Blue Stone Avenue, a 50 foot street and the Western line of Lot No. 35 as shown on revised portion of Blue Ridge Manor No. 3; thence along said right-of-way line of Blue Stone Avenue North eighty-six degrees (86°) thirty-six minutes (36') West fifty-five (55) feet to a point, said point being on the Northern right-of-way line of Blue Stone Avenue at the dividing line of Lot Nos. 1 and 2 Spring Acres; thence along the dividing line between Lot Nos. 1 and 2 Spring Acres for the following two courses and distances: (1) North three degrees (03°) twenty-four minutes (24') East one hundred twenty-five (125.00) feet to a point; then (2) North eighty-six degrees (86°) thirty-six minutes (36') West eighty (80.00) feet to a point at the common corner of Lot Nos. 1 and 2 of Spring Acres and Lot No. 13 as shown on revised portion of Blue Ridge Manor No. 3; thence along the dividing line between said Lot No. 13 and Lot No. 2 Spring Acres for the following two courses and distances: (1) North three degrees (03°) twenty-four minutes (24') East twenty-five (25) feet to an iron pin; then (2) North eight-six degrees (86°) thirty-six minutes (36') West seventy-five (75.00) feet to a stake and tack at the junction of Lot Nos. 12, 16 and 17 revised portion of Blue Ridge Manor No. 3 and Spring Acres Lot No. 2; thence along the dividing line between said Lot No. 16 Spring Acres North forty-six degrees (46°) forty-two minutes (42') twenty seconds (20") East thirty-four and seventeen hundredths (34.17) feet to a one inch diameter iron pin; thence through the original Lot No. 16 North two degrees (02°) twenty-one minutes (21') thirty-three seconds (33") East one hundred forty-five and fifty hundredths (145.50) feet to a one inch diameter iron pin placed twenty-two (22) feet from the original corner of Lot No. 17, revised portion of Blue Ridge Manor No. 3 at the Southern right-of-way line of Blue Flag Avenue, a 50 foot street; thence crossing Blue Flag Avenue North thirteen degrees (13°) twenty-nine minutes (29') forty-four seconds (44") East fifty and twenty-two hundredths (50.22) feet to a one inch iron pin placed twenty (20) feet from the original corner of Lot No. 27, revised portion of Blue Ridge Manor No. 3 at the Northern right-of-way line of Blue Flag Avenue; thence through said Lot No. 27 North ten degrees (10°) thirty-six minutes (36') East one hundred fifty-one and sixty-five hundredths (151.65) feet to a one inch diameter iron pin on the Southern line of Bluegrass Avenue, an unopened 50 foot right-of-way street; thence along the Southern right-of-way line of unopened Bluegrass Avenue South eighty-one degrees (81°) forty-seven minutes (47') East four hundred seventy-six and seventy-eight hundredths (476.78) feet to a point on the dedicated right-of-way line of Wenrich Street (formerly Ermawood Avenue); thence along the dedicated right-of-way line of Wenrich Street for the following three courses and distances: (1) South thirty-eight degrees (38°) twenty-eight minutes (28') ten seconds (10") West twenty-three and seventy-two hundredths (23.72) feet to a point; then (2) South thirty-three degrees (33°) forty-five minutes (45') thirty seconds (30") West two hundred thirty-eight (238) feet to a point; then (3) South thirty degrees (30°) forty-five minutes (45') thirty seconds (30") West one hundred eighteen and seventy-one hundredths (118.71) feet to a point on the Northern line of Lot No. 35 revised portion of Blue Ridge Manor No. 3; thence along said Lot No. 35 for the following two courses and distances: (1) North eighty-six degrees (86°) thirty-six minutes (36') West one hundred twenty-five and twenty-three hundredths (125.23) feet to a

one inch iron pipe; then (2) South three degrees (03°) twenty-four minutes (24') West one hundred fifty (150.00) feet to the place of BEGINNING.

SECOND

BEING Lot No. 2 on Plan of Spring Acres recorded in the Office of the Recorder of Deeds in Plan Book A-3, Page 94.

THIRD

BEING THE SAME PREMISES which Terry Lee Heller, by deed dated October 14, 1980 and recorded October 14, 1980 in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania in Record Book 162, Page 107, granted and conveyed unto Gary L. Houck, his heirs and assigns.

EXHIBIT B

#8488 RECEIVED
RECORDER'S OFFICE
SEP 30 3 17 PM '70
DAUPHIN COUNTY
PENNA.

BOOK VOL 1 PAGE 200

LOWER PAXTON TOWNSHIP AUTHORITY

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that CHARLES E. EVITTS, JR.
and DOROTHY H. EVITTS, his wife,
of Lower Paxton Township, Dauphin County, Pennsylvania,
do hereby give and grant unto the LOWER PAXTON TOWNSHIP
AUTHORITY, Dauphin County, Pennsylvania, for and in considera-
tion of the sum of Eight Hundred Seventy Six (\$876.00)-----
Dollars to them in hand paid by the Lower Paxton Township
Authority, a right-of-way and easement to construct, operate,
maintain, replace and remove such sewage system as the grantee
may from time to time require, consisting of underground pipes,
conduits, manholes and drains, upon, over and under a strip of
land as more particularly shown on Plan of Right of Way and
description thereof hereto attached and made a part hereof;
together with the right of ingress and egress over and across
the lands of the grantors to and from said strip for the purpose
of exercising the rights herein granted; to place surface markers
beyond said strip, to clear and keep cleared all trees, roots,
brush and other obstructions from the surface and sub-surface
of said strip, and to install gates and stiles in any fences
crossing said strip, a more particular description of which is
set forth on sheet attached hereto and made a part hereof. (See
attached description and Plan).

This Right of Way is being given in lieu of the filing
of Declaration of Taking in Condemnation Proceedings under the
Eminent Domain Law of Pennsylvania.

The said grantor is to have full use and enjoyment of said premises except for the purposes granted said grantee, and provided that said grantor shall not construct or permit to be constructed any house, structure or obstruction on or over, or that will interfere with the construction, maintenance or operation of any sewer line or appurtenances constructed hereunder, and will not change the grade over said sewer line.

Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

The right-of-way hereby granted shall be subject, however, to the rights of the grantor herein in the future development of the real estate adjacent to the right-of-way to lay out and dedicate a street on, upon and over said right-of-way,

And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said right-of-way strip.

And the said Lower Paxton Township Authority agrees to replace and restore the top soil (and grass) necessary to be

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State of Pennsylvania }
Dauphin County } S.S.

Recorded in the Office for Recording
of deeds, etc., in and for the County of Dauphin, in Miss
Book 9 Vol. 13 Page 200

Witness my hand and seal of Office
this 20th day of Sept Anno Domini 1970

Mary K. Warner Recorder

removed in the construction and maintenance of the sewage system as soon as possible to its original contour and condition.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 17th day of September, A.D., 1970.

In the Presence of:

Joseph T. Torok

Charles E. Evitts, Jr. (SEAL)
Charles E. Evitts, Jr.

_____ (SEAL)

Dorothy H. Evitts (SEAL)
Dorothy H. Evitts

_____ (SEAL)

COMMONWEALTH OF PENNSYLVANIA)

SS:

COUNTY OF DAUPHIN)

On this, the 17th day of September, 1970, before me, a Notary Public in and for the State and County above named, the undersigned officer, personally appeared CHARLES E. EVITTS, JR. and DOROTHY H. EVITTS, his wife, and 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 hereunto set my hand and official seal.

I HEREBY CERTIFY that the precise residence of the Grantee in the within instrument is 63 South Hemlock Road, Harrisburg, Pennsylvania

Robert E. Knapp
Robert E. Knapp, Solicitor for
Lower Paxton Township Authority

Joseph T. Torok
Notary Public

My commission expires:

(SEAL)

JOSEPH T. TOROK, Notary Public
Lower Paxton Twp. Dauphin Co., Pa.
My Commission Expires May 4, 1974

BOOK VOL. 13 PAGE 203
SEWER RIGHT-OF-WAY
TO BE ACQUIRED FROM

CHARLES E. EVITTS, JR. AND
DOROTHY H. EVITTS, HIS WIFE

BY

LOWER PAXTON TOWNSHIP AUTHORITY

DESCRIPTION FOR
RIGHT-OF-WAY NO. 1

BEGINNING at a point on the southerly line of property of Charles E. Jr. and Dorothy H. Evitts and the northerly right-of-way line of Blue Stone Avenue, said point being distant 86.36 feet and measured in a westerly direction along said right-of-way line from the intersection of said right-of-way line with the westerly right-of-way line of Wenrich Street; thence northwardly through the Evitts property, 135.30 feet to a point (MH B630), said point being also the point of beginning of Right-of-Way No. 2; thence northeastwardly the following three distances; 134.63 feet to a point (MH B629); 193.00 feet to a point (MH B628); 131 feet more or less to a point on a northerly line of property of Evitts and the southerly right-of-way line of Blue Grass Avenue as shown on the attached plat.

DESCRIPTION FOR
RIGHT-OF-WAY NO. 2

BEGINNING at a point as described in Right-of-Way No. 1, said point being MH B630; thence northwestwardly and within the future right-of-way for Blue Flag Avenue (50 feet wide) the following three distances; 66.48 feet to a point (MH B637), 115.00 feet to a point (MH B638), and 93.00 feet to a point (MH B639); thence westwardly 7.75 feet to a point on the westerly line of property of the aforesaid Evitts, said point being distant 15.80 feet and measured in a southerly direction along said property line from a point, the intersection of said property line with the northerly right-of-way line of Blue Flag Avenue.

The above described lines being the center line of a permanent easement of a total width of 30 feet and included along the entire length is an additional width of 10 feet being wholly or partially on either the left or right side of the permanent easement for the purposes of construction only. Total length of sewer on property, 876 linear feet, more or less.

Easement lines to be as shown on the plat attached hereto and made a part of this description.

[illegible]