

CAMERON COUNTY
RECORDER OF DEEDS
MARY GRACE OLAY, RECORDER
20 E. FIFTH STREET
EMPORIUM, PA 15834
(814) 486-3349 - Phone
(814) 486-0464 - Fax



***RETURN DOCUMENT TO:**

DAVID M LOMBARDO
1522 TREASURE LAKE
DU BOIS, PA 15801

Instrument Number - 200900221
Recorded On 3/24/2009 At 10:23:26 AM

- * Instrument Type - RIGHT OF WAY
- * Total Pages - 5
- Invoice Number - 4420
- * Grantor - LOMBARDO, DAVID
- * Grantee - BOWDEN, WALTER E JR
- * Customer - DAVID M LOMBARDO

*** FEES**

STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER OF DEEDS	\$23.50
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$39.00

I hereby CERTIFY that this document is
Recorded in the Recorder of Deeds Office
Of Cameron County, Pennsylvania

Mary Grace Olay

Mary Grace Olay
Recorder of Deeds



THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



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Book: 200 Page: 223

AGREEMENT

Made this 17 day of MARCH, 2009 by and between David Lombardo, hereinafter "Lombardo" and Walter E. Bowden, Jr., hereinafter "Bowden".

Witnesseth:

WHEREAS, the above parties own properties adjacent to each other in Grove Township, Cameron County, Pennsylvania; and

WHEREAS, Lombardo owns his property by virtue of the following deeds: (a) deed from Theodore Gore and Mary Anna Gore, recorded in Cameron County Record Book Volume 86, at Page 32; and, (b) deed from Buzzard's Roost Sportsmen's Association, recorded in Cameron Record Book Volume 154, at Page 680. Bowden owns his property by virtue of a deed from Walter E. Bowden Sr. and Katherine L. Bowden, recorded in Cameron County Record Book Volume 112, at Page 488; and

WHEREAS, Lombardo's property is bordered on the Southeast, and Bowden's property is bordered on the Northwest, by old Route 872, also known as Old Legislative Route 597, hereinafter "old Route 872"; and

WHEREAS, various differences have arisen with respect to ownership of old Route 872 at it relates to the Northwest line of Bowden's property and the Southeast line of Lombardo's property; and

WHEREAS, Lombardo and Bowden are desirous of utilizing old Route 872 for ingress, egress and regress, to and from new Route 872 and the other roadways which it accesses; and

WHEREAS, Lombardo and Bowden are desirous of controlling the physical layout, use, and traffic upon old Route 872, and the surrounding property, in such a manner as will be mutually beneficial to each party and their respective properties; and

WHEREAS, the parties hereto have engaged in litigation with respect to the location of their common boundary line at Cameron County Civil Action #2000-4253 and Cameron County Civil Action #2008-716, and;

WHEREAS, the parties have entered into an agreement with respect to the location of the Southeast property line of Lombardo and the Northwest property line of Bowden, as well as the use of old Route 872 by the respective parties.

Lombardo property parcel number: 4-32-0-015-000-CG-000

Bowden property parcel number: 4-32-0-020-003-000


NOW THEREFORE WITNESSETH, for and in consideration of the following mutual covenants and agreement, it is hereby agreed as follows:

1. The parties agree that the Southeasterly line of Lombardo's property, and the Northwesterly line of Bowden's property, shall be designated as, and is hereby declared to be, the centerline of old PA Route 872.
2. The Section of old Route 872 which lies between Lombardo's and Bowden's respective properties shall be shared equally as a right-of-way between the parties hereto, and their respective heirs, successors and assigns, such that said portion of old Route 872 shall be a right-of-way in common with said parties. This provision is intended to apply to the portion of old Route 872 which runs the entire length of the parties' respective properties.
3. If the use of old Route 872 by either party, their heirs, successors, assigns or agents, damages old Route 872, then the party who has not caused said conditions may direct that the party causing the damage immediately cease use of same, the latter of whom shall immediately stop usage and repair the roadway so that it is travelable by a high clearance vehicle. This provision is not intended to address damage that results from natural conditions, but rather is only intended to address damage directly related to the use of either of the parties hereto.
4. The parties hereto agree to maintain a ditch line on Lombardo's side of old Route 872 for the portion of old Route 872 which is in proximity to Bowden's residence; this ditch line is intended to carry the surface water flowing downhill from Lombardo's property in a Southwesterly direction away from Bowden's residence, instead of allowing it to cross over old Route 872 and flow into the area directly surrounding Bowden's residence. Lombardo agrees that no culverts shall be maintained or constructed in the area immediately above Bowden's residence, so as to avoid the potential for excessive drainage onto that portion of Bowden's property containing his residence. The area of no culvert construction will start at the northeastern boundary of Lombardo's & Bowden's property where old Route 872 meets the township road and extending along old Route 872 in southwestern direction and end at the southwest edge of a small flat area adjacent to an existing access road from old Route 872 to Bowden's residence (which distance is approximately 420 feet more or less). After the ditch line has passed this area surrounding Bowden's residence, the parties will work together to create such drainage as is most appropriate to divert water runoff from old Route 872. The parties further agree that if any use or maintenance of old Route 872 (excluding the roadway itself) exposes bare mineral soil, then the party engaged in such use or maintenance shall seed the area which has been exposed; the parties acknowledge that the roadway has never been seeded, and that any grass appearing thereon has appeared naturally.

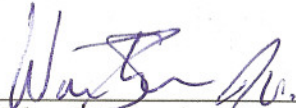
5. The parties hereto agree that no alterations shall be made to the surface of the commonly used right of way, including changes in width, grade, or stone without the prior consent of the other party. This provision is not intended to prevent either party from constructing additional roads, paths, or rights-of-way that intersect and join with old Route 872, so long as these actions do not interfere with the use of old Route 872. In addition, neither party shall block or prevent the use for ingress, egress and regress of any section of old Route 872 to the other party by storing material, property, parking long term or blocking by other means without the consent of the other party; any materials or other property presently located upon the right of way shall be removed no later than the end of May, 2009.

6. Lombardo agrees to mark settled, satisfied and discontinued, the cause of action filed at No. 2008-716 in the Court of Common Pleas of the Fifty-Ninth Judicial District, Cameron County Branch.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first written above with the intent to be legally bound thereby.



David Lombardo



Walter E. Bowden, Jr.

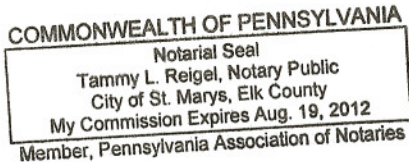
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ELK)

On this, the 17th day of March, 2009, before me A Notary Public, the undersigned officer, personally appeared David Lombardo, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

My Commission Expires: 8-19-2012
Signature/Notary Public: Tammy L. Reigel
Name/Notary Public (print): TAMMY L. REIGEL



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ELK)

On this, the 17th day of March 2009, before me A Notary Public, the undersigned officer, personally appeared Walter S. Boudens Jr known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

My Commission Expires: 8-19-2012
Signature/Notary Public: Tammy L. Reigel
Name/Notary Public (print): TAMMY L. REIGEL

