



**Knox McLaughlin Gornall & Sennett, P.C.**  
120 West Tenth Street | Erie, Pennsylvania 16501-1461  
814-459-2800 | 814-453-4530 fax | [www.kmgslaw.com](http://www.kmgslaw.com)

Timothy M. Sennett  
[tsennett@kmgslaw.com](mailto:tsennett@kmgslaw.com)

February 10, 2021

John P. Gagliotti, J.D./M.B.A.  
District Chief Negotiator  
Pennsylvania Department of Transportation  
Eng. District 1-0/Right of Way Unit  
255 Elm Street  
Oil City, PA 16301  
Via email: [jgagliotti@pa.gov](mailto:jgagliotti@pa.gov)

RE: SR 4008-S01, Parcel 1 – Erie County Technical School

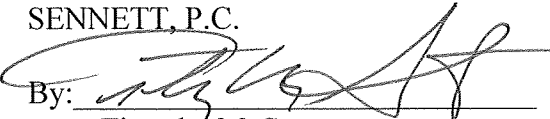
Dear Attorney Gagliotti:

Enclosed please find the Joint Resolution approved and executed by each School District owning an ownership interest in the Erie County Technical School. I am also enclosing two (2) original Settlement Agreements which have been executed by Dr. H. Fred Walker, Executive Director of the Erie County Technical School on behalf of all of the School Districts as authorized in the Joint Resolution. Finally, I am enclosing a copy of the Plan sheets with the claim block. Please return a fully executed Settlement Agreement to the undersigned after your execution.

In the future, I will forward to you an invoice providing for all attorney fees that have been paid to date in regard to the condemnation for your reimbursement to the Erie County Technical School. If you have any questions concerning these documents or this matter, please contact me at any time.

Very truly yours,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

By:   
Timothy M. Sennett

TMS/smt  
Enclosures  
# 2227782.v1

cc: Dr. H. Fred Walker, Executive Director

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE MILLCREEK TOWNSHIP  
SCHOOL DISTRICT, FAIRVIEW SCHOOL DISTRICT,  
NORTHWESTERN SCHOOL DISTRICT, FORT LEOEUF  
SCHOOL DISTRICT, GENERAL MCLANE SCHOOL  
DISTRICT, GIRARD SCHOOL DISTRICT, HARBOR  
CREEK SCHOOL DISTRICT, IROQUOIS SCHOOL  
DISTRICT, NORTH EAST SCHOOL DISTRICT, UNION  
CITY AREA SCHOOL DISTRICT, AND WATTSBURG  
AREA SCHOOL DISTRICT APPROVING A SETTLEMENT  
WITH THE PENNSYLVANIA DEPARTMENT OF  
TRANSPORTATION FOR THE CONDEMNATION OF  
REAL PROPERTY LOCATED ON 8500 OLIVER ROAD  
AND AUTHORIZING OF THE EXECUTIVE DIRECTOR  
OF ERIE COUNTY TECHNICAL SCHOOL TO EXECUTE  
DOCUMENTATION ON BEHALF OF THE SCHOOL  
DISTRICTS TO COMPLETE THE SETTLEMENT.**

**WHEREAS**, the Millcreek Township School District, the Fairview School District, the Northwestern School District, the Fort LeBoeuf School District, the General McLane School District, the Girard School District, the Harbor Creek School District, the Iroquois School District, the North East School District, the Union City Area School District, and the Wattsburg Area School District (the "School Districts") are owners of a 2.445 acre portion of real property located at 8500 Oliver Road, Erie, PA 16509 with said property being more particularly described as recorded at Erie County Recorder of Deeds Book No. 1210, Page 209 and Book No. 1493, Page 446 (the "Property"); and

**WHEREAS**, the School Districts utilizes the Property for the purposes of the operations of the Erie County Technical School ("ECTS"); and

**WHEREAS**, on November 9, 2020, the Pennsylvania Department of Transportation ("PennDOT") filed a Declaration of Taking for the Property in the Court of Common Pleas of Erie County, planning to condemn the Property for the expansion of the PennDOT right-of-way of State Route 4008; and

**WHEREAS**, the School Districts, ECTS, and PennDOT have proceeded to negotiate a settlement of the matter in lieu of proceeding in the Court of Common Pleas and have reached a settlement in the amount of \$60,216 for the Property; and

**WHEREAS**, the School Districts believe that reaching settlement in this matter will be beneficial for the operations of ECTS and its students.

**NOW THEREFORE**, be it **RESOLVED** by the Board of School Directors of the School Districts, Erie County, Pennsylvania as follows:

1. The School Districts hereby approve the settlement with PennDOT for the Property, as memorialized on PennDOT Form RW-313 and PennDOT Form RW-334. PennDOT

Forms RW-313 and RW-334 are attached hereto and incorporated herein as Exhibit A and Exhibit B respectively.

2. The School Districts hereby authorize Dr. H. Fred Walker, the Executive Director of ECTS, to execute any and all documentation on behalf of the School Districts that is necessary to effectuate the settlement and condemnation of the Property to PennDOT.

3. PennDOT is directed to issue a the settlement check, in the amount of \$60,216, made payable to ECTS. ECTS will retain the \$60,216 settlement amount and the participating school districts will be credited with this payment towards their capital contributions for future capital projects of ECTS in accordance with the current capital outlay formula.

4. This Resolution shall take effect immediately.

**[SIGNATURE TO FOLLOW]**

# 2215487.v1

## **EXHIBIT A**

|                   |                                                                                                             |
|-------------------|-------------------------------------------------------------------------------------------------------------|
| ROW OFFICE PROJNO | 010455                                                                                                      |
| COUNTY            | ERIE                                                                                                        |
| S.R. - SECTION    | 4002-S01                                                                                                    |
| MUNICIPALITY      | SUMMIT TWP                                                                                                  |
| PARCEL NO.        | 1                                                                                                           |
| CLAIM NO.         | 2500956000                                                                                                  |
| CLAIMANT          | Erie County Area<br>Vocational<br>Technical School<br>with participating<br>Erie County School<br>Districts |

## SETTLEMENT STATEMENT

Final Settlement

PROJECTED DISTRIBUTION DATE

Date:

|                                                              |                                                                                                                         |                                                                                                                              |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| ADDRESS OF CLAIMANT(S)<br>8500 Oliver Road<br>Erie, PA 16501 | LOCATION (ADDRESS) OF PROPERTY<br>8500 Oliver Road<br>Erie, PA 16501<br>Tax Map Nos. 40017078000900 &<br>40017078000901 | CLAIMANT'S ATTORNEY AND ADDRESS<br>Timothy M. Stodart, Esquire<br>Knox Law Firm<br>120 W. 10th Street<br>Erie, PA 16501-1461 |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|

Final Settlement

Commonwealth's Pro-Rata Share of Current Realty Taxes

Estimated

\$60,216.00

4,542.15

Mortgage Pre-Payment Penalty

Mortgage Satisfaction Fee

Less Monies Previously Paid

Less Monies Credited for Owner Retained Items

Workload Pending Building Removal by Owner

Total Available for Distribution

\$64,758.15

## CHARGES:

Mortgage(s):

Mortgage(s):

Principal:

Interest (to date:

Pre-Payment Penalty\*:

Satisfaction Fee\*:

Unpaid Current Taxes:

Claimant(s) Pro-Rata Share

Commonwealth's Pro-Rata Share\*

TOTAL

Lien and/or Delinquent Taxes and Municipal Claims:

Judgment(s):

TOTAL CHARGES

\*Paid by Pennsylvania Department of Transportation

Minus Total Charges

\$0.00

Balance Due Claimant(s)

\$64,758.15

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

## INDIVIDUALS

\_\_\_\_\_  
 \_\_\_\_\_  
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## ENTITIES\*

### GRANTOR:

Erie County Area Vocational Technical School,  
 n/k/a Erie County Technical School  
 (Name of Entity)

BY: \_\_\_\_\_

Dr. H. Fred Walker, Executive Director,  
 Erie County Technical School

BY: \_\_\_\_\_

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

John P. Gagliotti (Signature)

Right of Way Administrator 1

Title

Date -

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

**INDIVIDUALS**

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**ENTITIES\***

**GRANTOR:**

Greenfield Township School District  
(Name of Entity)

BY: \_\_\_\_\_  
Board President

BY: \_\_\_\_\_  
Board Secretary

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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\_\_\_\_\_  
John P. Gagliotti (Signature)

\_\_\_\_\_  
Right of Way Administrator 1  
Title

Date -

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**INDIVIDUALS**

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**ENTITIES\*****GRANTOR:**

Venango Township School District  
(Name of Entity)

BY: \_\_\_\_\_  
Board President

BY: \_\_\_\_\_  
Board Secretary

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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\_\_\_\_\_  
John P. Gagliotti (Signature)

\_\_\_\_\_  
Right of Way Administrator 1  
Title

Date -

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**INDIVIDUALS**

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**ENTITIES\*****GRANTOR:**

Warsburg Area School District  
 (Name of Entity)

BY: \_\_\_\_\_

Board President

BY: \_\_\_\_\_

Board Secretary

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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\_\_\_\_\_  
 John P. Gagliotti (Signature)

Right of Way Administrator I  
 Title

Date -

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**INDIVIDUALS**

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**ENTITIES\*****GRANTOR:**

General McLane Area School District  
(Name of Entity)

BY: \_\_\_\_\_  
Board President

BY: \_\_\_\_\_  
Board Secretary

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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\_\_\_\_\_  
John P. Gasliotti (Signature)

Right of Way Administrator 1  
Title

Date -

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**INDIVIDUALS**

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**ENTITIES\*****GRANTOR:**

Fairview School District

(Name of Entity)

BY: \_\_\_\_\_

Board President

BY: \_\_\_\_\_

Board Secretary

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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\_\_\_\_\_  
 John P. Gagliotti (Signature)

Right of Way Administrator 1

Title

Date -

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**INDIVIDUALS**

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**ENTITIES\*****GRANTOR:**

Fort LeBoeuf School District  
 (Name of Entity)

BY: \_\_\_\_\_  
 Board President

BY: \_\_\_\_\_  
 Board Secretary

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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John P. Gagliotti (Signature)

Right of Way Administrator 1  
 Title

Date -

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**INDIVIDUALS**

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**ENTITIES\*****GRANTOR:**

Girard School District  
(Name of Entity)

BY: \_\_\_\_\_  
Board President

BY: \_\_\_\_\_  
Board Secretary

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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\_\_\_\_\_  
John P. Gagliotti (Signature)

\_\_\_\_\_  
Right of Way Administrator I  
Title

Date -

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**INDIVIDUALS**

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**ENTITIES\*****GRANTOR:**

Harborcreek School District  
(Name of Entity)

BY: \_\_\_\_\_  
Board President

BY: \_\_\_\_\_  
Board Secretary

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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\_\_\_\_\_  
John P. Gagliotti (Signature)

Right of Way Administrator I  
\_\_\_\_\_  
Title

Date -

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**INDIVIDUALS**

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**ENTITIES\***

GRANTOR:

Ingham School District  
 (Name of Entity)

BY: \_\_\_\_\_  
 Board President

BY: \_\_\_\_\_  
 Board Secretary

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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\_\_\_\_\_  
 John P. Gagliotti (Signature)

Right of Way Administrator I  
 Title

Date -

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**INDIVIDUALS**

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**ENTITIES\*****GRANTOR:**

North East School District  
(Name of Entity)

BY: \_\_\_\_\_

Board President

BY: \_\_\_\_\_

Board Secretary

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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\_\_\_\_\_  
John P. Gagliotti (Signature)

Right of Way Administrator 1  
Title

Date -

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**INDIVIDUALS**

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**ENTITIES\*****GRANTOR:**

Northwestern School District  
(Name of Entity)

BY: \_\_\_\_\_  
Board President

BY: \_\_\_\_\_  
Board Secretary

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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\_\_\_\_\_  
John P. Gagliotti (Signature)

\_\_\_\_\_  
Right of Way Administrator 1  
Title

Date -

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**INDIVIDUALS**

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**ENTITIES\*****GRANTOR:**

Union City Area School District

(Name of Entity)

BY: \_\_\_\_\_  
 Board President

BY: \_\_\_\_\_  
 Board Secretary

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Heraby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

\_\_\_\_\_  
 John P. Gagliotti (Signature)

Right of Way Administrator 1

Title

Date -

## **EXHIBIT B**



|                      |                                                                                                    |
|----------------------|----------------------------------------------------------------------------------------------------|
| ROW OFFICE PROJ. NO. | 010455                                                                                             |
| COUNTY               | ERIE                                                                                               |
| S.R. - SECTION       | 4004-S01                                                                                           |
| MUNICIPALITY         | SUMMIT TOWNSHIP                                                                                    |
| PARCEL NO.           | 1                                                                                                  |
| CLAIM NO.            | 2500956000                                                                                         |
| CLAIMANT             | Erie County Area Vocational<br>Technical School with participating<br>Erie County School Districts |

**SETTLEMENT AGREEMENT**  
Post Condemnation

|                                                                                                                                                                                |                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| IN RE: CONDEMNATION OF<br>COMMONWEALTH OF PENNSYLVANIA,<br>DEPARTMENT OF TRANSPORTATION, OF<br>RIGHT OF WAY FOR STATE ROUTE 4008,<br>SECTION S01, IN THE TOWNSHIP OF<br>SUMMIT | In the Court of Common Pleas of<br>Erie County, Pennsylvania<br>No. 12285, Term 2020 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, by owner(s) of the property effected by the above captioned condemnation, its heirs, executors, administrators, successors, and/or assigns ("CONDEMNEE") and the Commonwealth of Pennsylvania, through the Department of Transportation ("CONDEMNOR").

**WITNESSETH:**

WHEREAS, the CONDEMNOR, on November 9, 2020, filed the above referenced Declaration of Taking in the Court of Common Pleas of the aforesaid County;

WHEREAS, through that condemnation proceeding, the CONDEMNOR acquired title in fee simple to the parcel identified above or an easement for highway purposes over the parcel, as shown on the plot plan, which is attached hereto and made a part hereof;

WHEREAS, the CONDEMNEE's property has sustained damages as a result of the condemnation;

WHEREAS, the CONDEMNOR has \_\_\_\_\_ the amount of \$ \_\_\_\_\_ as estimated just compensation; and

WHEREAS, the parties agree as to the amount of the damages sustained by the CONDEMNEE's property.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. **Compensation.** The CONDEMNOR will pay the total sum of Sixty Thousand, Two Hundred Sixteen Dollars and 00/100ths (\$60,216.00) dollars to the CONDEMNEE.

2. **Settlement and Release.** The CONDEMNEE does hereby remise, release, quitclaim, and forever discharge the CONDEMNOR or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages claims, and demands which the CONDEMNEE might otherwise have been entitled to assert under the provisions the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the CONDEMNEE through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (limited reimbursement for Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or Section 904 (Replacement Housing) of the Eminent Domain Code.

3. **Tenant Indemnification.**

☒ No Tenants

☐ The CONDEMNEE shall indemnify the CONDEMNOR against any claim made by any lessee of the property who has not entered into a Settlement Agreement with the CONDEMNOR.

4. **Notice to Vacate.** The CONDEMNOR shall issue a Notice to Vacate to the CONDEMNEE at least thirty (30) days before the CONDEMNOR takes possession of the property.

5. **Continued Possession.** The CONDEMNEE may remain in possession, on a rent-free basis, until . After that date the CONDEMNEE shall pay rent to the CONDEMNOR in the amount of \$ per month. The CONDEMNEE shall pay the rent in advance, beginning on , and the rent shall be paid on a month-to-month basis until the CONDEMNOR has taken possession of the property. The CONDEMNEE may relocate prior to the date specified in the Notice to Vacate. The CONDEMNEE shall execute the CONDEMNOR'S standard lease agreement, form RW-670. Upon expiration of one (1) year, the amount of rental may be changed at the discretion of the CONDEMNOR.

6. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

7. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by a party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

8. **Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

9. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed these presents, intending to be legally bound thereby.

**INDIVIDUALS**

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**ENTITIES\*****CONDEMNEE:**

Erie County Area Vocational Technical School, n/k/a  
Erie County Technical School  
(Name of Entity)

BY: \_\_\_\_\_  
Dr. H. Fred Walker, Executive Director

BY: \_\_\_\_\_

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

**COMMONWEALTH OF PENNSYLVANIA**  
**DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
District Right-of-Way Administrator

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Office of Chief Counsel

This Resolution was adopted by the Board of Directors of the Millcreek Township School District at a meeting duly convened and held on January 18, 2021 by a vote of 7 to 0.

MILLCREEK TOWNSHIP SCHOOL DISTRICT

By:  By:   
Secretary President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Fairview School District at a meeting duly convened and held on February 8, 2021 by a vote of 9 to 0.

FAIRVIEW SCHOOL DISTRICT

Maely Jones  
Board Secretary

Alan Natalis  
Board President

This Resolution was adopted by the Board of Directors of the Northwestern School District at a meeting duly convened and held on January 19, 2021 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

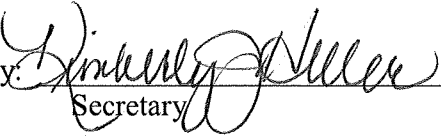
NORTHWESTERN SCHOOL DISTRICT

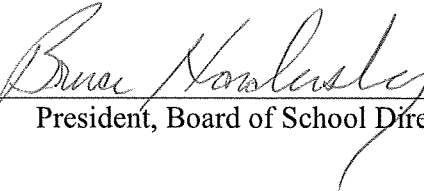
By: Melanie A. Floyd  
Secretary

By: [Signature]  
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Fort LeBoeuf School District at a meeting duly convened and held on Thursday Jan 14, 2021 by a vote of 7 to 0.

FORT LEBOEUF SCHOOL DISTRICT

By:   
Secretary

By:   
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the General McLane School District at a meeting duly convened and held on January 20, 2021 by a vote of 9 to 0.

GENERAL MCLANE SCHOOL DISTRICT

By: *Aa Gei*  
Secretary

By: *Calen*  
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Girard School District at a meeting duly convened and held on January 25, 2021 by a vote of 8 to 0.

GIRARD SCHOOL DISTRICT

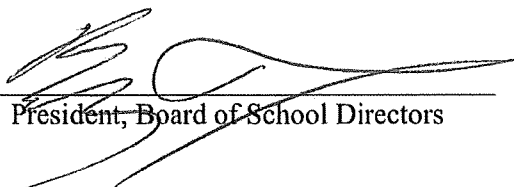
By: Jack Hagman  
Secretary

By: Robert N. Pyden  
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Harbor Creek School District at a meeting duly convened and held on January 21, 2021 by a vote of 8 to 0.

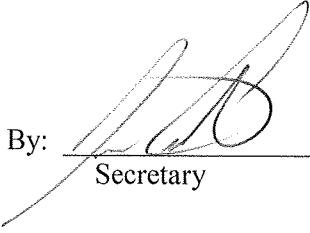
HARBOR CREEK SCHOOL DISTRICT

By:   
Secretary

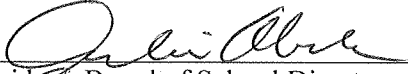
By:   
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Iroquois School District at a meeting duly convened and held on January 19, 2021 by a vote of 9 to 0.

IROQUOIS SCHOOL DISTRICT

By: 

Secretary

By: 

President, Board of School Directors

This Resolution was adopted by the Board of Directors of the North East School District at a meeting duly convened and held on January 14, 2021 by a vote of 8 to 0.

NORTH EAST SCHOOL DISTRICT

By: \_\_\_\_\_

Secretary

By: \_\_\_\_\_

*Me U. Loh*

President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Union City Area School District at a meeting duly convened and held on DECEMBER 30, 2020 by a vote of 8 to 0.

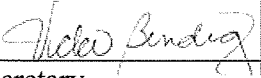
UNION CITY AREA SCHOOL DISTRICT

By: *Ann Clei*  
Secretary

By: *George S. Tanner*  
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Wattsburg Area School District at a meeting duly convened and held on January 18, \_\_\_\_\_, 20 21 by a vote of 9 to 0.

WATTSBURG AREA SCHOOL DISTRICT

By:   
Secretary

By:   
President, Board of School Directors

|                      |                                                                                                    |
|----------------------|----------------------------------------------------------------------------------------------------|
| ROW OFFICE PROJ. NO. | 010455                                                                                             |
| COUNTY               | ERIE                                                                                               |
| S.R. - SECTION       | 4008-S01                                                                                           |
| MUNICIPALITY         | SUMMIT TOWNSHIP                                                                                    |
| PARCEL NO.           | 1                                                                                                  |
| CLAIM NO.            | 2500956000                                                                                         |
| CLAIMANT             | Erie County Area Vocational<br>Technical School with participating<br>Erie County School Districts |

**SETTLEMENT AGREEMENT**  
Post Condemnation

|                                                                                                                                                                                |                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| IN RE: CONDEMNATION OF<br>COMMONWEALTH OF PENNSYLVANIA,<br>DEPARTMENT OF TRANSPORTATION, OF<br>RIGHT OF WAY FOR STATE ROUTE 4008,<br>SECTION S01, IN THE TOWNSHIP OF<br>SUMMIT | In the Court of Common Pleas of<br>Erie County, Pennsylvania<br>No. 12285, Term 2020 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, owner(s) of the property effected by the above captioned condemnation, its heirs, executors, administrators, successors, and/or assigns ("CONDEMNEE") and the Commonwealth of Pennsylvania, through the Department of Transportation ("CONDEMNOR").

**WITNESSETH:**

WHEREAS, the CONDEMNOR, on November 9, 2020, filed the above referenced Declaration of Taking in the Court of Common Pleas of the aforesaid County;

WHEREAS, through that condemnation proceeding, the CONDEMNOR acquired title in fee simple to the parcel identified above or an easement for highway purposes over the parcel, as shown on the plot plan, which is attached hereto and made a part hereof;

WHEREAS, the CONDEMNEE's property has sustained damages as a result of the condemnation;

WHEREAS, the CONDEMNOR has \_\_\_\_\_ the amount of \$ \_\_\_\_\_ as estimated just compensation; and

WHEREAS, the parties agree as to the amount of the damages sustained by the CONDEMNEE's property.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. **Compensation.** The CONDEMNOR will pay the total sum of Sixty Thousand, Two Hundred Sixteen Dollars and 00/100ths (\$60,216.00) dollars to the CONDEMNEE.

2. **Settlement and Release.** The CONDEMNEE does hereby remise, release, quitclaim, and forever discharge the CONDEMNOR or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages claims, and demands which the CONDEMNEE might otherwise have been entitled to assert under the provisions the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the CONDEMNEE through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (limited reimbursement for Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or Section 904 (Replacement Housing) of the Eminent Domain Code.

3. **Tenant Indemnification.**



No Tenants



The CONDEMNEE shall indemnify the CONDEMNOR against any claim made by any lessee of the property who has not entered into a Settlement Agreement with the CONDEMNOR.

4. **Notice to Vacate.** The CONDEMNOR shall issue a Notice to Vacate to the CONDEMNEE at least thirty (30) days before the CONDEMNOR takes possession of the property.

5. **Continued Possession.** The CONDEMNEE may remain in possession, on a rent-free basis, until . After that date the CONDEMNEE shall pay rent to the CONDEMNOR in the amount of \$ per month. The CONDEMNEE shall pay the rent in advance, beginning on , and the rent shall be paid on a month-to-month basis until the CONDEMNOR has taken possession of the property. The CONDEMNEE may relocate prior to the date specified in the Notice to Vacate. The CONDEMNEE shall execute the CONDEMNOR'S standard lease agreement, form RW-670. Upon expiration of one (1) year, the amount of rental may be changed at the discretion of the CONDEMNOR.

6. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

7. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by a party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

8. **Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

9. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[SIGNATURE PAGE FOLLOWS.]

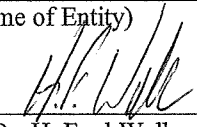
The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

**INDIVIDUALS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENTITIES\*****GRANTOR:**

Erie County Area Vocational Technical School,  
n/k/a Erie County Technical School  
(Name of Entity)

BY: 

Dr. H. Fred Walker, Executive Director,  
Erie County Technical School

BY: \_\_\_\_\_

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

\_\_\_\_\_  
John P. Gagliotti (Signature)

Right of Way Administrator 1  
\_\_\_\_\_  
Title

Date -



|                    |                                                                                                             |
|--------------------|-------------------------------------------------------------------------------------------------------------|
| ROW OFFICE PROJ NO | 010455                                                                                                      |
| COUNTY             | ERIE                                                                                                        |
| S.R. - SECTION     | 4008-S01                                                                                                    |
| MUNICIPALITY       | SUMMIT TWP                                                                                                  |
| PARCEL NO.         | 1                                                                                                           |
| CLAIM NO.          | 2500956000                                                                                                  |
| CLAIMANT           | Erie County Area<br>Vocational<br>Technical School<br>with participating<br>Erie County School<br>Districts |

## SETTLEMENT STATEMENT

Final Settlement

## PROJECTED DISTRIBUTION DATE

Date:

|                                                              |                                                                                                                         |                                                                                                                                          |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| ADDRESS OF CLAIMANT(S)<br>8500 Oliver Road<br>Erie, PA 16501 | LOCATION (ADDRESS) OF PROPERTY<br>8500 Oliver Road<br>Erie, PA 16501<br>Tax Map Nos. 40017078000900 &<br>40017078000901 | CLAIMANT'S ATTORNEY AND ADDRESS<br>Timothy M. Sennett, Esquire<br>Knox Law Firm<br>120 W, 10 <sup>th</sup> Street<br>Erie, PA 16501-1461 |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|

## Final Settlement

Commonwealth's Pro-Rata Share of Current Realty Taxes

Estimated

\$60,216.00

4,542.15

Mortgage Pre-Payment Penalty

Mortgage Satisfaction Fee

Less Monies Previously Paid

Less Monies Credited for Owner Retained Items

Withheld Pending Building Removal by Owner

Total Available for Distribution

\$64,758.15

## CHARGES:

Mortgage(s):

Mortgagee:

Principal:

Interest (to date: )

Pre-Payment Penalty\*:

Satisfaction Fee\*:

Unpaid Current Taxes:

Claimant(s) Pro-Rata Share

Commonwealth's Pro-Rata Share\*

TOTAL

Liens and/or Delinquent Taxes and Municipal Claims:

Judgment(s):

TOTAL CHARGES

\*Paid by Pennsylvania Department of Transportation

Minus Total Charges

\$0.00

Balance Due Claimant(s)

\$64,758.15

PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEED OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.

THIS PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

TEMPORARY CONSTRUCTION EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE DEPARTMENT.

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THE SCHOOL DISTRICTS OF AMITY TOWNSHIP, GREENE TOWNSHIP, GREENFIELD TOWNSHIP, VENANGO TOWNSHIP, WATTSBURG BOROUGH (N/K/A WATTSBURG AREA SCHOOL DISTRICT), EDINBORO AREA UNION, MCKEAN UNION (N/K/A GENERAL MCKEAN SCHOOL DISTRICT), FAIRVIEW UNION (N/K/A FAIRVIEW SCHOOL DISTRICT), FORT LEBEOUF MERGED (N/K/A FORT LEBEOUF SCHOOL DISTRICT), GIRARD UNION (N/K/A GIRARD SCHOOL DISTRICT), HARBORCREEK TOWNSHIP (N/K/A HARBORCREEK SCHOOL DISTRICT), IROQUOIS AREA (N/K/A IROQUOIS SCHOOL DISTRICT), MILLCREEK TOWNSHIP, NORTH EAST BOROUGH, NORTH EAST TOWNSHIP, (N/K/A NORTH EAST SCHOOL DISTRICT), NORTHWESTERN UNION (N/K/A NORTHWESTERN SCHOOL DISTRICT), UNION CITY AREA SCHOOL DISTRICT  
TAX ID: 40017078000900  
TAX ID: 40017078000900

| DISTRICT        | COUNTY    | ROUTE | SECTION | SHEET    |
|-----------------|-----------|-------|---------|----------|
| 1-0             | ERIE      | 4008  | S01 R/W | 13 OF 20 |
| SUMMIT TOWNSHIP |           |       |         |          |
| REVISION NUMBER | REVISIONS | DATE  | BY      |          |
|                 |           |       |         |          |

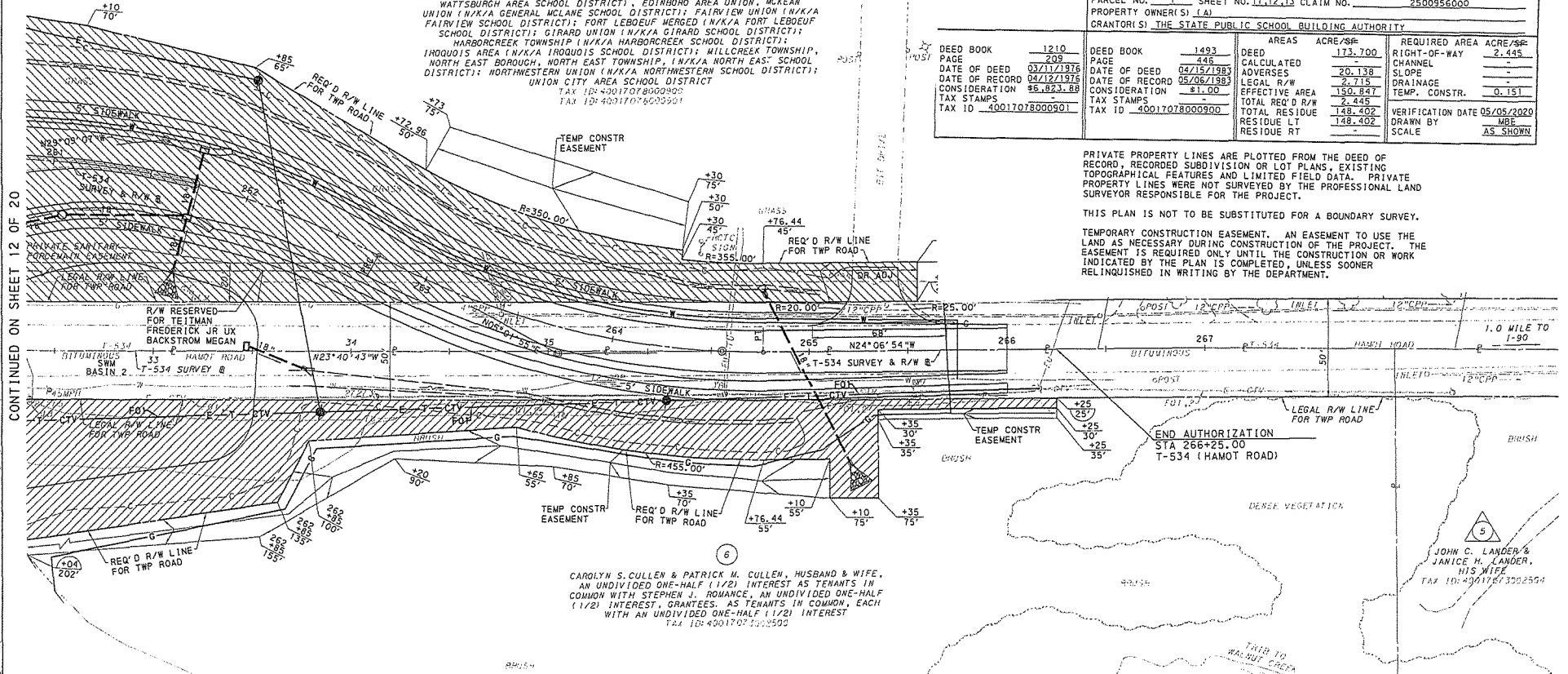
(A) THE SCHOOL DISTRICTS OF AMITY TOWNSHIP, GREENE TOWNSHIP, GREENFIELD TOWNSHIP, VENANGO TOWNSHIP, WATTSBURG BOROUGH (N/K/A WATTSBURG AREA SCHOOL DISTRICT), EDINBORO AREA UNION, MCKEAN UNION (N/K/A GENERAL MCKEAN SCHOOL DISTRICT), FAIRVIEW UNION (N/K/A FAIRVIEW SCHOOL DISTRICT), FORT LEBEOUF MERGED (N/K/A FORT LEBEOUF SCHOOL DISTRICT), GIRARD UNION (N/K/A GIRARD SCHOOL DISTRICT), HARBORCREEK TOWNSHIP (N/K/A HARBORCREEK SCHOOL DISTRICT), IROQUOIS AREA (N/K/A IROQUOIS SCHOOL DISTRICT), MILLCREEK TOWNSHIP, NORTH EAST BOROUGH, NORTH EAST TOWNSHIP, (N/K/A NORTH EAST SCHOOL DISTRICT), NORTHWESTERN UNION (N/K/A NORTHWESTERN SCHOOL DISTRICT), UNION CITY AREA SCHOOL DISTRICT

| RIGHT-OF-WAY CLAIM INFORMATION                              |                       |                              |                       |
|-------------------------------------------------------------|-----------------------|------------------------------|-----------------------|
| COMMONWEALTH OF PENNSYLVANIA - DEPARTMENT OF TRANSPORTATION |                       |                              |                       |
| STATE RTE. 4008                                             | SEC. NO. S01 R/W      | SUMMIT TOWNSHIP, ERIE COUNTY |                       |
| PARCEL NO. 1                                                | SHEET NO. 11, 12, 13  | CLAIM NO. 2500956000         |                       |
| PROPERTY OWNER(S) (A)                                       |                       |                              |                       |
| GRANTOR(S) THE STATE PUBLIC SCHOOL BUILDING AUTHORITY       |                       |                              |                       |
| DEED BOOK                                                   | PAGE                  | DEED                         | ACRE/SEC              |
| 1210                                                        | 209                   | 1493                         | 173.700               |
| DATE OF DEED                                                | DATE OF RECORD        | DATE OF DEED                 | DATE OF RECORD        |
| 03/11/1976                                                  | 04/12/1976            | 04/15/1983                   | 05/06/1983            |
| CONSIDERATION                                               | TAX STAMPS            | CONSIDERATION                | TAX STAMPS            |
| \$6,823.88                                                  | \$1.00                | \$1.00                       | \$1.00                |
| TAX ID 40017078000900                                       | TAX ID 40017078000900 | TAX ID 40017078000900        | TAX ID 40017078000900 |
| DEED BOOK                                                   | PAGE                  | DEED                         | ACRE/SEC              |
| 1493                                                        | 446                   | 173.700                      | 2.445                 |
| DATE OF DEED                                                | DATE OF RECORD        | DATE OF DEED                 | DATE OF RECORD        |
| 04/15/1983                                                  | 05/06/1983            | 05/06/1983                   | 05/06/1983            |
| CONSIDERATION                                               | TAX STAMPS            | CONSIDERATION                | TAX STAMPS            |
| \$1.00                                                      | \$1.00                | \$1.00                       | \$1.00                |
| TAX ID 40017078000900                                       | TAX ID 40017078000900 | TAX ID 40017078000900        | TAX ID 40017078000900 |
| DEED BOOK                                                   | PAGE                  | DEED                         | ACRE/SEC              |
| 173.700                                                     | 2.445                 | 2.445                        | 0.151                 |
| DATE OF DEED                                                | DATE OF RECORD        | DATE OF DEED                 | DATE OF RECORD        |
| 05/06/1983                                                  | 05/06/1983            | 05/06/1983                   | 05/06/1983            |
| CONSIDERATION                                               | TAX STAMPS            | CONSIDERATION                | TAX STAMPS            |
| \$1.00                                                      | \$1.00                | \$1.00                       | \$1.00                |
| TAX ID 40017078000900                                       | TAX ID 40017078000900 | TAX ID 40017078000900        | TAX ID 40017078000900 |
| DEED BOOK                                                   | PAGE                  | DEED                         | ACRE/SEC              |
| 2.445                                                       | 0.151                 | 0.151                        | 0.151                 |
| DATE OF DEED                                                | DATE OF RECORD        | DATE OF DEED                 | DATE OF RECORD        |
| 05/06/1983                                                  | 05/06/1983            | 05/06/1983                   | 05/06/1983            |
| CONSIDERATION                                               | TAX STAMPS            | CONSIDERATION                | TAX STAMPS            |
| \$1.00                                                      | \$1.00                | \$1.00                       | \$1.00                |
| TAX ID 40017078000900                                       | TAX ID 40017078000900 | TAX ID 40017078000900        | TAX ID 40017078000900 |

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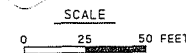
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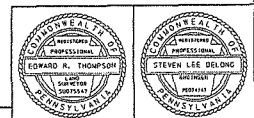
# LEGEND

- REQUIRED RIGHT-OF-WAY AREA
- PARCEL IDENTIFICATION NUMBER
- PARCEL IDENTIFICATION NUMBER-NO TAKE

| REFERENCE DRAWINGS             | SHEET |
|--------------------------------|-------|
| SUMMARY OF PROJECT COORDINATES | 4     |
| GEOMETRY PLAN                  | 5     |
| REFERENCES & BENCHMARKS        | 6     |
| T-534 PROFILE                  | 18    |
| RIGHT-OF-WAY CLAIM INFORMATION | 19    |



SURVEY BOOK NO'S 20532, 20533, 20544



DES BY: JCM DRAWN BY: RSH CHK'D BY: ERT

CONTINUED ON SHEET 13 OF 20

| DISTRICT        | COUNTY    | ROUTE | SECTION | SHEET    |
|-----------------|-----------|-------|---------|----------|
| 1-0             | ERIE      | 4008  | S01 R/W | 12 OF 20 |
| SUMMIT TOWNSHIP |           |       |         |          |
| REVISION NUMBER | REVISIONS | DATE  | BY      |          |
|                 |           |       |         |          |

THE SCHOOL DISTRICTS OF AMITY TOWNSHIP, GREENE TOWNSHIP, GREENFIELD TOWNSHIP, VENANGO TOWNSHIP, WATTSBURG BOROUGH (N/K/A WATTSBURGH AREA SCHOOL DISTRICT), EDINBORO AREA UNION, MCKEAN UNION (N/K/A GENERAL WOLFE SCHOOL DISTRICT); FAIRVIEW UNION (N/K/A FAIRVIEW SCHOOL DISTRICT); FORT LEBOEUF MERGED (N/K/A FORT LEBOEUF SCHOOL DISTRICT); GIRARD UNION (N/K/A GIRARD SCHOOL DISTRICT); HARBORCREEK TOWNSHIP (N/K/A HARBORCREEK SCHOOL DISTRICT); IROQUOIS AREA (N/K/A IROQUOIS SCHOOL DISTRICT); WILLCREEK TOWNSHIP, NORTH EAST BOROUGH, NORTH EAST TOWNSHIP, (N/K/A NORTH EAST SCHOOL DISTRICT); NORTHWESTERN UNION (N/K/A NORTHWESTERN SCHOOL DISTRICT); UNION CITY AREA SCHOOL DISTRICT

TAX ID: 40017078000995  
TAX ID: 40017078000901

BEGIN AUTHORIZATION  
STA 260+36.65  
T-534 (HAMOT ROAD)

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CAROLYN S. CULLEN & PATRICK M. CULLEN, HUSBAND & WIFE, AN UNDIVIDED ONE-HALF (1/2) INTEREST AS TENANTS IN COMMON WITH STEPHEN J. ROMANCE, AN UNDIVIDED ONE-HALF (1/2) INTEREST, GRANTEES, AS TENANTS IN COMMON, EACH WITH AN UNDIVIDED ONE-HALF (1/2) INTEREST  
TAX ID: 43017073002500

CONTINUED ON SHEET 11 OF 20

END AUTHORIZATION  
STA 348+00.00  
T-512 (OLIVER ROAD)

MARY THERESA FETTE  
TAX ID: 40017078000995

BEGIN AUTHORIZATION  
STA 347+50.00  
T-512 (OLIVER ROAD)

DEEDS  
VEGETATION  
W/ TOL CONDUIT  
FOR TWP ROAD

ROBERT J. SOKOLOWSKI & DIANE S. SOKOLOWSKI, HIS WIFE  
TAX ID: 43017078000995

THOMAS A. CHELKO & CHERYL J. DICKSON  
TAX ID: 40017078000995

R/W RESERVED FOR  
SUMMIT TOWNSHIP  
SEWER AUTHORITY

END AUTHORIZATION  
STA 257+84.00  
T-534 (HAMOT ROAD)

BEGIN AUTHORIZATION  
STA 257+00.00  
T-534 (HAMOT ROAD)

CAROLYN S. CULLEN & PATRICK M. CULLEN, HUSBAND & WIFE  
TAX ID: 43017078000995

ARTHUR H. KURTZ & VICTORIA L. KURTZ, HIS WIFE  
TAX ID: 43017078000995

| REFERENCE DRAWINGS             | SHEET |
|--------------------------------|-------|
| SUMMARY OF PROJECT COORDINATES | 4     |
| GEOMETRY PLAN                  | 5     |
| REFERENCES & BENCHMARKS        | 6     |
| SR 4008 PROFILE                | 15    |
| T-512 PROFILE                  | 16    |
| T-534 PROFILE                  | 17    |
| RIGHT-OF-WAY CLAIM INFORMATION | 19-20 |

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# LEGEND

- REQUIRED RIGHT-OF-WAY AREA
- PARCEL IDENTIFICATION NUMBER
- PARCEL IDENTIFICATION NUMBER-NO TAKE

SCALE  
0 25 50 FEET

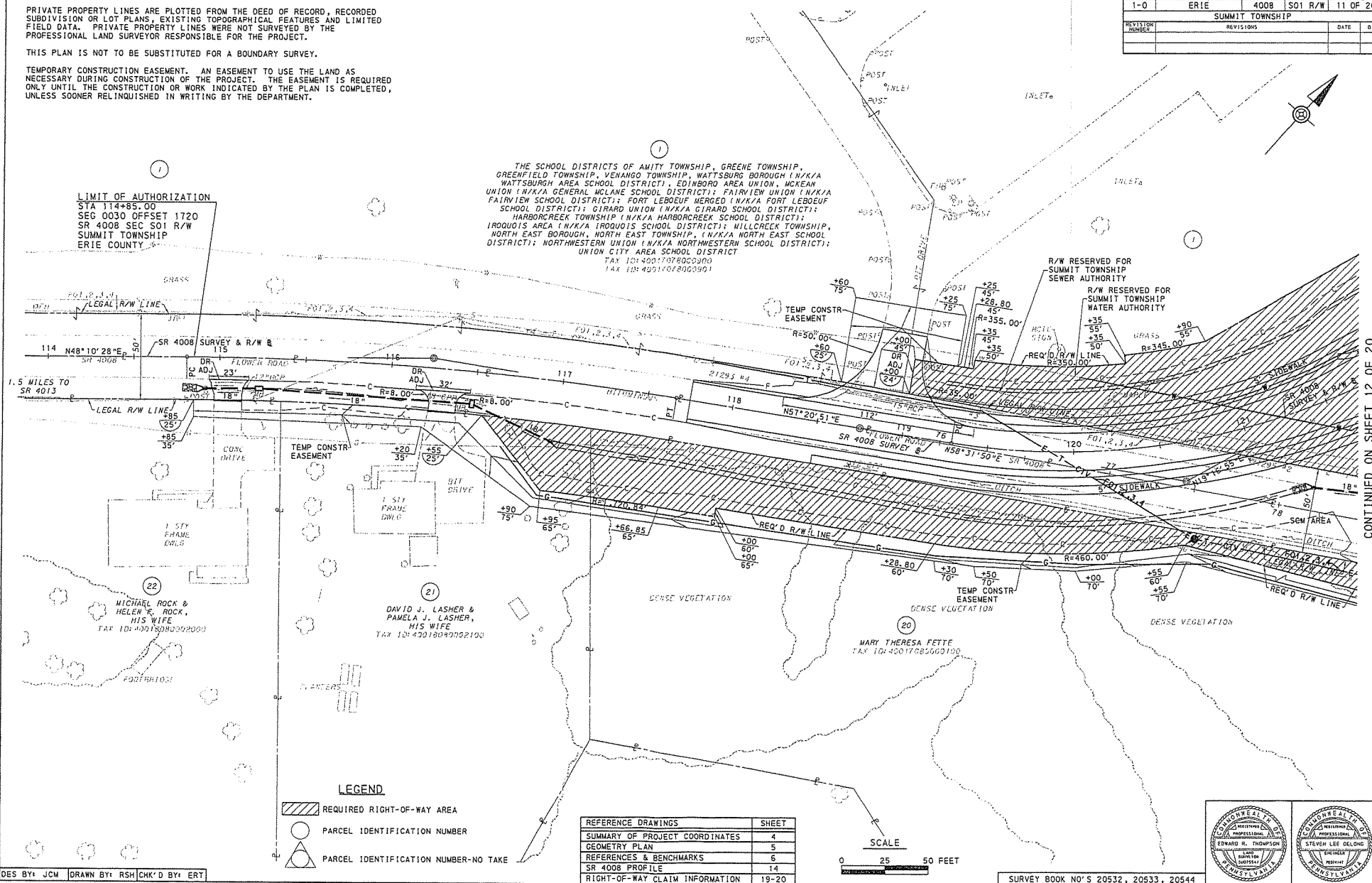


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| DISTRICT        | COUNTY    | ROUTE | SECTION | SHEET    |
|-----------------|-----------|-------|---------|----------|
| 1-0             | ERIE      | 4008  | S01 R/W | 11 OF 20 |
| SUMMIT TOWNSHIP |           |       |         |          |
| REVISION NUMBER | REVISIONS | DATE  | BY      |          |
|                 |           |       |         |          |



CONTINUED ON SHEET 12 OF 20