

ATTACHMENT #2 - January 19, 2021

EASEMENT, CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS EASEMENT, CONSTRUCTION AND MAINTENANCE AGREEMENT dated as of _____, 2021, by and among Lititz Community Center, Inc, *d.b.a.* Lititz Rec Center, a Pennsylvania non-profit incorporation, of 301 W. Maple Street, Lititz, Lancaster County, Pennsylvania (the "Grantor") and Warwick School District, of 301 W. Orange Street, Lititz, Lancaster County, Pennsylvania (the "School District"), provides:

BACKGROUND:

The Grantor is the record owner of fee simple title to that certain tract of real property located at 201 Maple Street with a tax parcel number of 3703634200000, and more particularly described in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Deed Book J, Volume 216, Page 46 (the Grantor's Property"). The School District is the owner of fee simple title to that certain real property (the "School District Property") located in the Township of Warwick, Lancaster County, Pennsylvania, with a tax parcel numbers of 3702589300000, 6009795500000, 3706863100000, more particularly described in Deed Book 770, Page 407, Deed Book 2509, Page 40, Deed Book L, Volume 710, Page 346 recorded in the aforesaid Recorder of Deeds Office. The School District desires to construct a sanitary sewer line or lines which will pass through Grantor's Property. The Grantor and the School District desire to create a right-of-way and easement for the benefit of the School District all in accordance with the terms and conditions set forth below.

AGREEMENT:

NOW THEREFORE, intending to be legally bound, for good and valuable consideration, receipt of which Grantor acknowledges, the parties agree as follows:

1. **Grant of Easement.** The Grantor hereby grants to the School District the free and uninterrupted perpetual right, use, liberty, and privilege of constructing, reconstructing, enlarging, repairing, inspecting, maintaining, removing and relocating a sanitary sewer line or sewer lines and manholes and appurtenant facilities on, upon, under and through the portion of the Grantor's Property described in Exhibit "A" attached hereto and made a part hereof (the "Easement").
2. **Access.** Grantor further grants to the School District, its agents and employees, the free rights of ingress, egress and regress on foot and by vehicle, including trucks, on, over, to and through the remainder of Grantor's Property, at all times forever hereafter for the purpose of access to the Easement and in order to construct, reconstruct, enlarge, repair, inspect, maintain, remove, or relocate any sanitary sewer line or lines or appurtenant facilities.
3. **Reservations by the Owner.** The Grantor hereby reserves the right to make use of the Easement that is not inconsistent with the rights granted to the School District hereunder and does not unreasonably interfere with the use of the Easement by the School District for the purposes aforesaid, including, without limitation, the rights to use the Easement for ingress and egress, and to cross the Easement at any time and from time to time at one or more locations; provided, however, that unless herein otherwise agreed, the Grantor shall not erect any buildings or plant any trees or shrubbery in or on the Easement without obtaining the School District's prior written consent.

4. **Rights to Alter Property.** The School District shall have the right to trim, cut and remove all trees, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures or other obstructions or facilities in or on the Easement that it, in its reasonable judgment, deems to interfere with the proper and efficient use of the Easement. The School District, by its acceptance of this grant, does hereby agree that in the event School District, in exercising its rights under this Agreement in the future, causes any damages to the Grantor's Property (other than trees, limbs, undergrowth, shrubbery, or landscape plantings of any kind) due to the construction, reconstruction, enlargement, repair, inspection, maintenance, removal or relocation of any sanitary sewer line or lines within the Easement, the School District will repair such damages if practical, or, at its option, elect to pay the reasonable costs for such damages in lieu of repair.

5. **Character of the Easement.** The Easement (i) shall benefit and be appurtenant to the School District Property, (ii) shall burden the portion of the Grantor's Property which it affects, (iii) shall run with the land, and (iv) shall exist, be subject to and used only in accordance with the terms and conditions set forth herein.

6. **Miscellaneous.**

6.1 **Severability.** If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

6.2 **Completeness/Binding Effect.** The parties hereby agree that this Agreement constitutes the entire agreement between them, and no representation or statements, verbal or written, have been made that modify, add to, or change the terms of this Agreement. The provisions of this Agreement will be binding upon the Grantor and the School District, and their respective successors and assigns.

6.3 **Further Assurances.** The Grantor and the School District each covenant and agree to sign, execute and deliver or cause to be signed, executed or delivered, and to do or make or to be done or made upon the written request of the other party any and all agreements, instruments, papers, deeds, acts or things supplemental, confirmatory, or otherwise as may be reasonably required by either party hereto for the purpose or in connection with the Easement.

6.4 **Governing Law.** This Agreement and all documents referred to herein shall be governed by and construed and interpreted in accordance to, the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Grantor and the School District have caused this Easement Agreement to be executed as of the day and year first above written.

OWNER:

WARWICK

SCHOOL DISTRICT

By: _____

Its: _____

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF LANCASTER :

On this _____ day of _____, 2021, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF LANCASTER :

On this _____ day of _____, 2021, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LANCASTER :

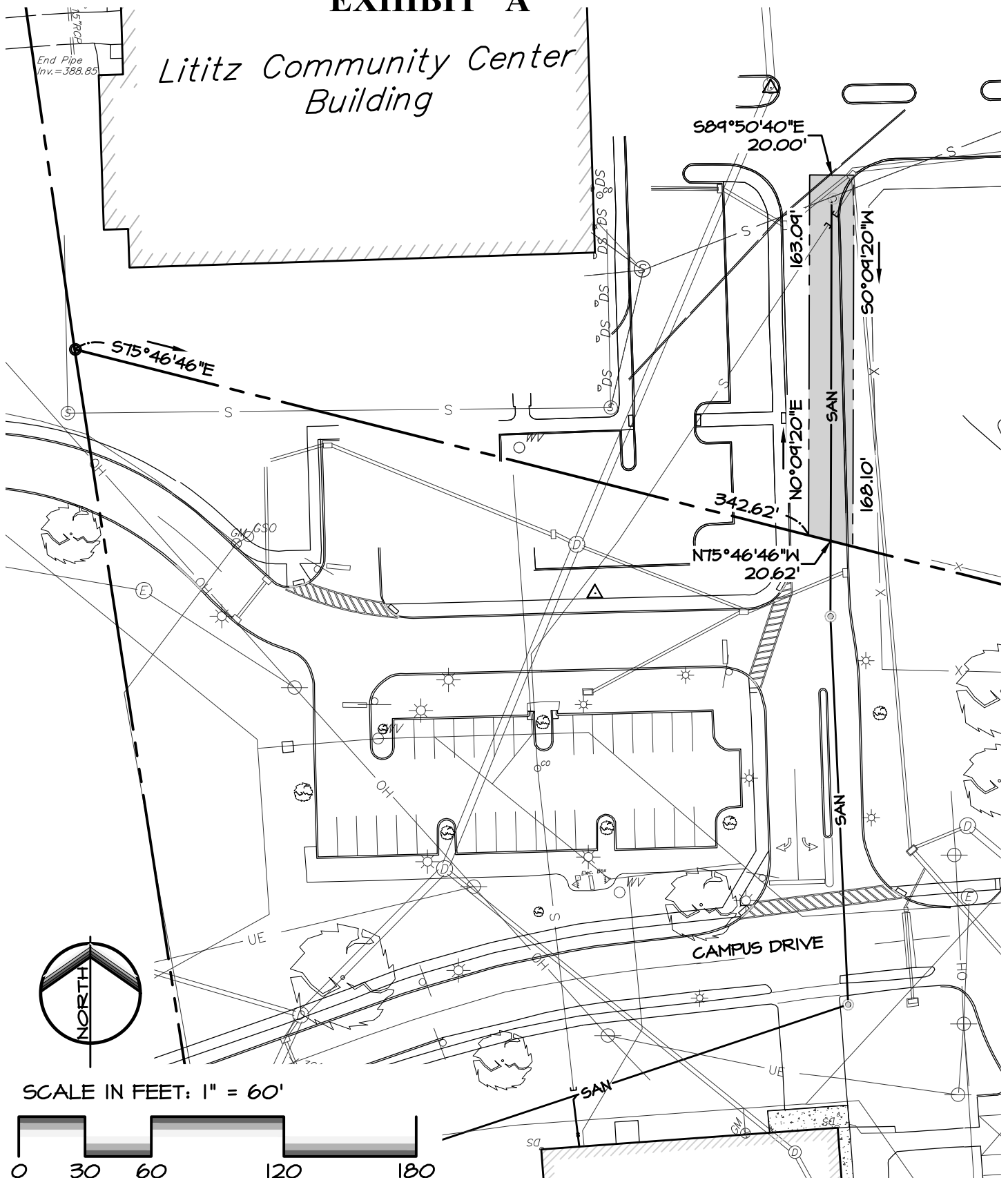
On this ____ day of _____, 2021, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be _____ of Warwick School District, and that he/she as such _____, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the School District by himself/herself as _____.

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

Notary Public

EXHIBIT "A"

Lititz Community Center Building



WARWICK S.D. PRIVATE SAN. SEWER EASEMENT EXHIBIT
WARWICK STADIUM

JOB NUMBER:
337-022

EA group, inc.
743 SOUTH BROAD STREET
LITITZ, PA 17543
(717) 626-1271 FAX (717) 626-1040
www.eagroup.com
ENGINEERS & LANDSCAPE ARCHITECTS

SCALE: 1" = 60'
DRAWN BY: TRS
DATE: DECEMBER 17, 2020

DRAWING:
N/A
SKETCH:
N/A