

Prepared by/return to:
Rhonda F. Lord
Saxton & Stump, LLC
280 Granite Run Drive, Suite 300
Lancaster, PA 17601

Traffic Signal Easement Agreement

Background: This Traffic Signal Easement Agreement (the “**Agreement**”) is entered into this _____ day of _____, 2024, by Emanuel J. and Lydia S. King (collectively, the “**Grantor**”), the Pequea Valley School District (the “**Temporary Grantee**”), and Leacock Township (the “**Permanent Grantee**”). The Temporary Grantee and the Permanent Grantee are sometimes referred to collectively as the “**Grantees**.” The Grantor and the Grantees are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

The Grantor owns real property located at 4039 E. Newport Road, Leacock Township, Lancaster County, Pennsylvania, identified by parcel ID number 350-25806-0-0000 (the “**Easement Property**”). The Temporary Grantee owns real property located at 166 S. New Holland Avenue, Leacock Township, Lancaster County, Pennsylvania, identified by parcel ID number 350-2440664-255510-0-0000. In connection with the development of its property, the Temporary Grantee is required to make certain improvements to the traffic signals currently located on E. Newport Road (the “**Traffic Signals**”). The purpose of this Agreement is to give the Grantees a non-exclusive easement to improve and maintain the Traffic Signals in the Easement Area (as defined below).

Intending to be legally bound, the Parties agree as follows:

1. **Grant to Temporary Grantee.** In consideration of the payment of \$1.00, the Grantor hereby grants the Temporary Grantee and its employees, agents, and contractors a temporary construction easement across, under, and upon the area shown on Exhibit A attached to this Agreement (the “**Easement Area**”) to allow the Temporary Grantee to improve the Traffic Signals in the Easement Area, together with all rights of ingress, egress, and regress necessary or convenient for the full and complete use by the Temporary Grantee of the rights granted in this Agreement. The easement granted by this Section is an easement appurtenant and is intended to run with the land. Upon satisfactory completion of the improvements to the Traffic Signals and upon acceptance of the same by the Permanent Grantee, the temporary easement granted by this Agreement to the Temporary Grantee shall terminate.
2. **Grant to Permanent Grantee.** In consideration of the payment of \$1.00, the Grantor hereby grants the Permanent Grantee and its employees, agents, and contractors a permanent easement across, under, and upon the Easement Area to allow the Permanent Grantee to construct, use, operate, inspect, repair, maintain, alter, replace, or remove any and all accessories or equipment related to the Traffic Signals in the Easement Area, together with all rights of ingress, egress, and regress necessary or convenient for the full and complete use by the Permanent Grantee of the rights granted in this Agreement. The easement granted by this Section is an easement appurtenant and is intended to run with the land.

3. **Ownership and Use.** The Grantor shall remain the owner of the Easement Property subject to the easements granted by this Agreement, and the Permanent Grantee shall remain the owner of the Traffic Signals. The Grantees' use of the Easement Area is not exclusive. The Grantor shall continue to use the Easement Property subject to the Easement Area and may permit other individuals to use the Easement Area as the Grantor deems appropriate in the Grantor's sole discretion provided, however, that at no time shall the Grantor or the Grantees restrict, limit, or interfere with any other Party's access to the Easement Area.

4. **Improvements.** The Grantees have no right to make improvements to the Easement Area other than as specified in this Agreement. The Grantor is permitted to make whatever improvements to the Easement Area that the Grantor deems appropriate in the Grantor's sole discretion provided, however, that the improvements made by the Grantor cannot restrict, limit, or interfere with any other Party's access to the Easement Area, and any such improvements shall be in accordance with all applicable statutes, regulations, and ordinances.

5. **Maintenance & Repair.**

a. **Traffic Signals.** The Permanent Grantee shall be solely responsible for the maintenance and repair of the Traffic Signals.

b. **Easement Area.** The Grantor shall be solely responsible for maintaining the remainder of the Easement Area provided, however, that in the event any Grantee, in exercising its rights under this Agreement, causes any damage to the Easement Area or the Easement Property, said Grantee shall repair the same if practical, or, at the Grantee's option, may elect to pay the reasonable value for said damages in lieu of repair.

6. **Miscellaneous.**

a. **Background.** The Section of this Agreement entitled "Background" and all definitions provided in that Section are incorporated into the body of the Agreement as if fully set forth herein.

b. **Integration.** This Agreement constitutes the entire understanding between the Parties regarding the Easement Area and supersedes any and all prior agreements, understandings, or correspondence between the Parties of any nature whatsoever regarding such subject matters.

c. **Amendment.** This Agreement may only be amended in a writing signed by all Parties.

d. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court or arbitrator of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

e. **Dispute Resolution and Choice of Law.** This Agreement is governed by the laws of Pennsylvania without regard to conflict or choice of law principles. Any action or proceeding

arising from or relating to this Agreement must be brought in the Court of Common Pleas for Lancaster County, Pennsylvania. The Parties hereby waive any rights they may otherwise have to challenge personal jurisdiction or venue in said Court.

7. **Authorization.** Each Party has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement. The individuals who have signed below are fully authorized to bind the Party on whose behalf he or she has signed this Agreement, and when executed this Agreement constitutes the legal, valid, and binding obligation of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first listed above.

Attest:

BY: _____
Emanuel J. King

Attest:

BY: _____
Lydia S. King

Attest:

LEACOCK TOWNSHIP

BY: _____
Township Supervisors Secretary Michael Sensenig
Township Supervisors, Chair

Attest:

PEQUEA VALLEY SCHOOL DISTRICT

BY: _____
John Bowden, School Board Secretary Bryant Ferris, School Board President

(notary page to follow)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF LANCASTER :

On this _____ day of _____ 2024, before me, the undersigned officer, personally appeared Emanuel J. King, known to me (or satisfactorily proven) to be the person whose

name is subscribed to the within instrument and acknowledge that he executed the same for the purpose 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 _____ 2024, before me, the undersigned officer, personally appeared Lydia S. King, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that she executed the same for the purpose 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 _____ 2024, before me, the undersigned officer, personally appeared Michael Sensenig who acknowledged himself to be the Chair of the Board of Supervisors of Leacock Township and that he as such officer being authorized to do so, executed the within instrument 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 _____ 2024, before me, the undersigned officer, personally appeared Bryant Ferris who acknowledged himself to be the School Board President of

the Pequea Valley School District and that he as such officer being authorized to do so, executed the within instrument for the purposes therein contained.

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

Notary Public

Traffic Signal Easement Agreement

Background: This Traffic Signal Easement Agreement (the “**Agreement**”) is entered into this _____ day of _____, 2024, by Benueel Fisher, Jr.(the “**Grantor**”), the Pequea Valley School District (the “**Temporary Grantee**”), and Leacock Township (the “**Permanent Grantee**”). The Temporary Grantee and the Permanent Grantee are sometimes referred to collectively as the “**Grantees.**” The Grantor and the Grantees are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**”

The Grantor owns real property located at 1649 B. Mine Road, Paradise, Leacock Township, Lancaster County, Pennsylvania, identified by parcel ID number 350-02867-0-0000 (the “**Easement Property**”). The Temporary Grantee owns real property located at 166 S. New Holland Avenue, Leacock Township, Lancaster County, Pennsylvania, identified by parcel ID number 350-2440664-255510-0-0000. In connection with the development of its property, the Temporary Grantee is required to make certain improvements to the traffic signals currently located on E. Newport Road (the “**Traffic Signals**”). The purpose of this Agreement is to give the Grantees a non-exclusive easement to improve and maintain the Traffic Signals in the Easement Area (as defined below).

Intending to be legally bound, the Parties agree as follows:

8. **Grant to Temporary Grantee.** In consideration of the payment of \$1.00, the Grantor hereby grants the Temporary Grantee and its employees, agents, and contractors a temporary construction easement across, under, and upon the area shown on Exhibit A attached to this Agreement (the “**Easement Area**”) to allow the Temporary Grantee to improve the Traffic Signals in the Easement Area, together with all rights of ingress, egress, and regress necessary or convenient for the full and complete use by the Temporary Grantee of the rights granted in this Agreement. The easement granted by this Section is an easement appurtenant and is intended to run with the land. Upon satisfactory completion of the improvements to the Traffic Signals and upon acceptance of the same by the Permanent Grantee, the temporary easement granted by this Agreement to the Temporary Grantee shall terminate.

9. **Grant to Permanent Grantee.** In consideration of the payment of \$1.00, the Grantor hereby grants the Permanent Grantee and its employees, agents, and contractors a permanent easement across, under, and upon the Easement Area to allow the Permanent Grantee to construct, use, operate, inspect, repair, maintain, alter, replace, or remove any and all accessories or equipment related to the Traffic Signals in the Easement Area, together with all rights of ingress, egress, and regress necessary or convenient for the full and complete use by the Permanent Grantee of the rights granted in this Agreement. The easement granted by this Section is an easement appurtenant and is intended to run with the land.

10. **Ownership and Use.** The Grantor shall remain the owner of the Easement Property subject to the easements granted by this Agreement, and the Permanent Grantee shall remain the owner of the Traffic Signals. The Grantees’ use of the Easement Area is not exclusive. The Grantor shall continue to use the Easement Property subject to the Easement Area and may permit other

individuals to use the Easement Area as the Grantor deems appropriate in the Grantor's sole discretion provided, however, that at no time shall the Grantor or the Grantees restrict, limit, or interfere with any other Party's access to the Easement Area.

11. **Improvements.** The Grantees have no right to make improvements to the Easement Area other than as specified in this Agreement. The Grantor is permitted to make whatever improvements to the Easement Area that the Grantor deems appropriate in the Grantor's sole discretion provided, however, that the improvements made by the Grantor cannot restrict, limit, or interfere with any other Party's access to the Easement Area, and any such improvements shall be in accordance with all applicable statutes, regulations, and ordinances.

12. **Maintenance & Repair.**

a. **Traffic Signals.** The Permanent Grantee shall be solely responsible for the maintenance and repair of the Traffic Signals..

b. **Easement Area.** The Grantor shall be solely responsible for maintaining the remainder of the Easement Area provided, however, that in the event any Grantee, in exercising its rights under this Agreement, causes any damage to the Easement Area or the Easement Property, said Grantee shall repair the same if practical, or, at the Grantee's option, may elect to pay the reasonable value for said damages in lieu of repair.

13. **Miscellaneous.**

a. **Background.** The Section of this Agreement entitled "Background" and all definitions provided in that Section are incorporated into the body of the Agreement as if fully set forth herein.

b. **Integration.** This Agreement constitutes the entire understanding between the Parties regarding the Easement Area and supersedes any and all prior agreements, understandings, or correspondence between the Parties of any nature whatsoever regarding such subject matters.

c. **Amendment.** This Agreement may only be amended in a writing signed by all Parties.

d. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court or arbitrator of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

e. **Dispute Resolution and Choice of Law.** This Agreement is governed by the laws of Pennsylvania without regard to conflict or choice of law principles. Any action or proceeding arising from or relating to this Agreement must be brought in the Court of Common Pleas for Lancaster County, Pennsylvania. The Parties hereby waive any rights they may otherwise have to challenge personal jurisdiction or venue in said Court.

14. **Authorization.** Each Party has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement. The individuals who have signed below are fully authorized to bind the Party on whose behalf he or she has signed this Agreement, and when executed this Agreement constitutes the legal, valid, and binding obligation of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first listed above.

Attest:

BY: _____
Benuel Fisher, Jr.

Attest: **LEACOCK TOWNSHIP**

BY: _____
Township Supervisors Secretary Michael Sensenig
Township Supervisors, Chair

Attest: **PEQUEA VALLEY SCHOOL DISTRICT**

BY: _____
John Bowden, School Board Secretary Bryant Ferris, School Board President

(notary page to follow)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF LANCASTER :

On this _____ day of _____ 2024, before me, the undersigned officer, personally appeared Emanuel J. King, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same for the purpose 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 _____ 2024, before me, the undersigned officer, personally appeared Lydia S. King, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that she executed the same for the purpose 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 _____ 2024, before me, the undersigned officer, personally appeared Michael Sensenig who acknowledged himself to be the Chair of the Board of Supervisors of Leacock Township and that he as such officer being authorized to do so, executed the within instrument 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 _____ 2024, before me, the undersigned officer, personally appeared Bryant Ferris who acknowledged himself to be the School Board President of the Pequea Valley School District and that he as such officer being authorized to do so, executed the within instrument for the purposes therein contained.

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

Notary Public