

THIS AGREEMENT

MADE and entered into this _____ day of _____, 20____, by and between:

whose address is _____
_____, PA _____
party(ies) of the first part, whether singular or plural hereinafter called "Owner",

AND

Township of East Pennsboro, a municipal township of the first-class located in Cumberland County, Pennsylvania, in its own right, party of the second part, hereinafter called "Township":

WITNESSETH:

WHEREAS, Owner is the owner of a residential lot situated in East Pennsboro Township, Cumberland County, Pennsylvania, having a street address of _____, and being Lot No. _____ as shown on a certain subdivision plan of lots titled " _____ " as recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, in Plan Book _____, Page _____, hereinafter called "Lot"; and

WHEREAS, Owner's ownership of said Lot is evidenced by a deed therefore from _____ to Owner dated _____, _____, and recorded in the Recorder's Office aforesaid in Deed Book _____, Page _____; and

WHEREAS, said Lot is bounded on the _____ by an easement for the installation and maintenance of subsurface sanitary and/or storm water facilities, public utilities, pedestrian or other public use (hereinafter called "Easement"); and

WHEREAS, Owner desires to place a fence, accessory building and/or other structure on the Lot and within the boundaries of the Easement; and

WHEREAS, Township customarily refuses permission to place fences, accessory buildings and/or other structures within the limits of such easements, but is willing to grant a license to do so on strict compliance with the conditions set forth herein;

NOW, THEREFORE, in consideration of these presents and Township's grant of license to place a fence, accessory building and/or other structure upon Owner's promise

to comply herewith, and intending to be legally bound hereby, the parties mutually agree as follows:

1. The foregoing preamble and paragraphs are incorporated herein by reference thereto.
2. Township hereby grants Owner, his, her or their heirs, personal representatives and assigns, a revocable license to place and maintain a fence, accessory building and/or other structure within the Easement, subject and upon the following conditions set forth herein, which Owner covenant's and agrees to strictly comply with and perform:
 - a. The placement and type of fence, accessory building and/or other structure shall comply with all applicable specifications and regulations of the Township and, if applicable, not impede above ground storm water flow.
 - b. Said construction shall be done in a prudent manner so as not to damage or interfere with any underground facilities within the Easement.
 - c. The fence and/or accessory building shall be kept in good condition and repair.
 - d. The fence and/or accessory building shall be removed upon 24 hours' notice as provided in paragraph 3 herein below.
3. In the event that Township in the exercise of its sole discretion believes it is required to enter upon said Easement (whether by its employees, agents, contractors or otherwise) for the purpose of constructing, repairing maintaining, replacing or otherwise operating its facilities within said Easement, Township shall give written notice to Owner by delivery at the principal building on the Lot of its intention to enter upon said Easement not less than 24 hours prior to such entry (except in an emergency situation as determined by Township, where no notice shall be required). Upon receipt of such notice, Owner shall remove the fence, accessory building and/or other structure from within the Easement prior to Township's entry thereon. If said fence, accessory building and/or other structure is not removed, Township shall have the right to remove the fence and/or accessory building, in which event; Owner shall pay to Township the Township's cost of such removal. If such cost is not paid within ten (10) days after the billing therefore (delivered in the same manner as the notice mentioned above), Township shall have the right to pursue collection of said amount by municipal lien, action at law or by such other available means.
4. Owner understands that this is a revocable license, and that he, she and/or they are acquiring no property rights in the Easement or for continued maintenance of the fence, accessory building and/or other structure. Moreover, Owner acknowledges that Township is not waiving or releasing any rights it may have under any law, statute, ordinance or regulation, but that Township shall have and retain any and all rights to control, regulate, prohibit or abate the

erection of fences, accessory buildings and/or other structures within said Township, including the fence and/or accessory building licensed hereby.

5. Owner hereby waives and releases any and all right to recover damages against Township by reason of damage or destruction of said fence, accessory building and/or other structure, whether caused by Township, its employees, agents, contractors or others, and Owner further agrees to be wholly responsible for any damages to or loss of said fence, accessory building and/or other structure.
6. Owner covenants and agrees to indemnify and defend Township and hold Township harmless of and from any and all claims, demands, suits, damages, awards or any liability whatsoever which may arise as the result of said fence, accessory building and/or other structure being constructed, used, maintained or otherwise existing within said Easement including, but not limited to, Township's reasonable attorney's fees and other costs of defense.
7. This agreement shall be recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, at Owner's expense prior to the placement of said fence, accessory building and/or other structure. Upon such recording, Owner's promise and undertakings herein shall be and become covenants running with the land of said Lot, and shall be binding upon the Owner, his, her or their heirs, personal representatives, successors and assigns.
8. This agreement shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first written above.

WITNESSED BY:

_____ (SEAL)
Owner
_____ (SEAL)
Owner
_____ (SEAL)
Owner
_____ (SEAL)
Owner

COMMONWEALTH OF PENNSYLVANIA)
) :SS
COUNTY OF CUMBERLAND)

On this, the _____ day of _____, 20____, before me a Notary Public, the undersigned officer, personally appeared

_____,
Being all the Owner or Owners of the Lot mentioned in the foregoing Agreement, known to me (or satisfactorily proven) to be persons whose names are subscribed to said Agreement, and acknowledged that he, she or they duly executed the same for the purposes set forth therein and intending that said Agreement shall be recorded.

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

Notary Public

