



Ann M. Hess, Esq.

Lancaster Recorder of Deeds  
Office of Recorder of Deeds, 150 N. Queen St., Suite 315

This is a certification page

\*\*\*This page is now part of this legal document - DO NOT DETACH\*\*\*

Recording:

Recording Fee	\$13.00
Additional Page	\$12.00
County Improvement	\$2.00
ROD Improvement Fee	\$3.00
State Writ Tax	\$0.50
State JCS/Access to Justice	\$40.25
Affordable Housing	\$0.00
Local RTT Tax	\$0.00
State RTT Tax	\$0.00

Total: \$70.75

Local RTT Tax Breakout:

WARWICK TOWNSHIP	\$0.00
WARWICK SCHOOL DISTRICT	\$0.00

Document #: 20250027287

Receipt #: 25-22283

Clerk: Aprosick

Rec Date: 07/16/2025 03:00:51 PM

Num Pages: 11

Document Type: EASEMENT/RIGHT OF WAY

Rec'd From: BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC

\*\*\*\*NOTICE: This is not a Bill.\*\*\*\*

I hereby CERTIFY that this document is recorded in  
the Recorder of Deeds Office of Lancaster County,  
Pennsylvania.



*Ann M. Hess*  
Ann M. Hess, Esq.

Record and Return To:

BRUBAKER CONNAUGHTON GOSS &  
LUCARELLI LLC  
480 NEW HOLLAND AVE STE 6205  
LANCASTER, PA 17602-2227

\*\*Information may change during the verification  
process and may not be reflected on this page.

NOTE: If document data differs from cover sheet, document data always controls.

\*\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

Prepared by and return to:

John A. Mateyak, Esquire  
Brubaker Connaughton Goss & Lucarelli LLC  
480 New Holland Avenue Suite 6205  
Lancaster, PA 17602  
(717) 945-5745  
PARCEL ID Nos: 6000706500000 & 6000699700000

## **ACCESS AND MAINTENANCE**

### **EASEMENT AGREEMENT**

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT ("Easement Agreement") is made this 16<sup>th</sup> day of November, 2024, by **RONALD C. ACHEY** (hereinafter referred to as "Achey") and **PATRICIA A. ZERCHER** and **RICHARD C. ZERCHER** ("Zercher").

### **BACKGROUND:**

Achey is the owner of a certain tract of land along Lititz Pike (S.R. 501) in Warwick Township, Lancaster County, Pennsylvania, known as 927 Lititz Pike, and as more fully described in the Deed into Achey recorded on July 8, 2025 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania ("Recorder's Office"), at Instrument No. 20250025886 (hereinafter referred to as the "Achey Property"). The Achey Property is depicted as Lot No. 1 on the Final Subdivision Plan recorded at Instrument Number 2025-0768-J in the Recorder's Office ("Subdivision Plan").

Zercher is the owner of a certain tract of land along Lititz Pike (S.R. 501) in Warwick Township, Lancaster County, Pennsylvania, known as 929 Lititz Pike, depicted as Lot No. 2 on the Subdivision Plan, and as more fully described in a Deed

into Zercher recorded at Instrument No. 20250025888 in the Recorder's Office (hereinafter referred to as "Zercher Property").

The parties desire to establish certain easement rights upon each other's property as more fully set forth herein.

WHEREAS, the Achey Property and Zercher Property have a common property line, and as depicted upon the Subdivision Plan, a building on each lot is located at very near that common property line ("Buildings"), and the property line passes between the Buildings.

The parties agree that they may need to, or wish to perform, renovations, maintenance and/or make deliveries to and from their respective Building, and will need to cross the other property to do so.

NOW, THEREFORE, with the preceding Background incorporated by reference and intending to be legally bound hereby, Achey and Zercher hereby, create, grant, and established the following easements as more fully described hereafter, subject to the terms, covenants, and conditions contained in this Easement Agreement.

- 1. Maintenance and Access Easement.** The parties do hereby create, declare, grant and convey a non-exclusive, continuous and perpetual easement and right-of-way over both Properties and in favor of both Properties, for the right of ingress, egress and regress over and across the area between the Buildings, as generally depicted upon Exhibit "A", for the maintenance,

repair, and replacement of and deliveries to and from the Buildings (and the replacements thereof) ("Maintenance Easement").

**2. Restoration of Maintenance Easement.** The owner of the Property upon which the maintenance is performed shall promptly repair or cause to be repaired any damage to the other Property (including any building thereon) caused by the performing owner, or such owners' employees', agents', or contractors' use of the Maintenance Easement. The performing owner shall be responsible for leaving the other Property in substantially the same condition existing immediately prior to use of the Maintenance Easement.

**3. Access Easement.** Achey hereby grants to Zercher a non-exclusive vehicular and pedestrian access easement (the "Access Easement") over and across the paved portions of the Achey Property from the Zercher Property to the Maintenance Easement (between the Buildings). The general location of Access Easement is depicted upon the attached Exhibit "A." Achey, in his discretion, may relocate the Access Easement to another location on his property provided that Zercher is provided an alternate route for vehicles and pedestrians (at least 12 ft in width and paved) from either (a) the Zercher Property or (b) S.R. 501 to the Maintenance Easement.

**4. No Obstruction.** Achey and Zercher (and their successors and assigns) and each of their tenants, employees, agents, contractors and invitees shall not obstruct, impede, or unreasonably interfere with the other party's rights of ingress, egress, and regress to and from the Maintenance Easement and Access Drive. No barriers, fences, curbs, or other obstruction over the

Maintenance Easement and Access Easement Area shall hereafter be permitted. Neither party shall place or park any automobiles, trucks, motor vehicles, trailers, obstacles or other personal property, or erect any building or other temporary or permanent structure so as to interfere with use of the Access Easement and/or the Maintenance Easement.

**5. Binding Effect.** The grants, easements, declarations, obligations and reservations herein shall be deemed covenants running with the land and shall bind and inure to the benefit of Achey and Zercher, and each of their successor and assigns.

**6. Maintenance/Repairs.** Achey agrees to maintain the Access Easement in good condition and repair, subject to normal wear and tear, which maintenance shall include, without limitation, snow and ice removal, as Achey deems such maintenance is required in its sole and reasonable discretion. Except as set forth below, each party shall be responsible to maintain the Maintenance Easement.

**7. Right to Maintain.** If Achey fails to perform (or fails to commence performance of) any required maintenance to the Access Easement Area that materially interferes with Zercher's access to the Maintenance Easement for a consecutive period of fifteen (15) days or more following written notice from Zercher of the need for such maintenance, then Zercher shall have the right to perform such maintenance on behalf of Achey after thirty (30) days written notice (with opportunity to cure) to Achey. Zercher shall invoice Achey (together with documentation of the actual costs

incurred) for the documented, reasonable costs. Achey shall pay Zercher the amount due within thirty (30) days of receipt of the invoice.

**8. Damage.** Notwithstanding the provisions of Paragraphs 6 and 7, the costs of repairing damage sustained to the Maintenance Easement and/or Access Easement solely caused by the actions of one party hereto, or such party's tenants, employees, agents, contractors or invitees shall be borne solely by the applicable property owner, who caused or whose tenants, employees, agents contractors or invitees caused such damage to the Maintenance Easement and/or Access Drive.

**9. Ownership.** The word "owner" whenever used herein shall be deemed to refer to the then record owner of the lot or tract of land referred to, whether such owner is singular or plural and irrespective of gender.

**10. Governing Law / Dispute Resolution.** The interpretation and construction of this Easement Agreement, wherever made and executed and wherever to be performed, shall be governed by the domestic internal law, (but not the conflicts of law) of the Commonwealth of Pennsylvania. Exclusive jurisdiction with respect to the breach, performance, enforcement, dispute or interpretation of this Easement Agreement shall lie within the Commonwealth of Pennsylvania.

**11. Costs of Enforcement.** If either party prevails in any action to enforce the terms of this Easement Agreement, such prevailing party's costs of suit, including, without limitation, reasonable attorneys' fees, shall be borne by the non-prevailing party.

**12.Scope of Relief.** The parties agree that the remedies law for any violation of the terms of this Easement Agreement are inadequate and that each party shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which such party may be entitled, including specific performance of the terms of this Easement Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The parties' remedies described herein shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Under no circumstances shall punitive damages be available to either party to this Easement Agreement.

**13.Notice of Violation: Corrective Action.** If either party determines that a violation of the terms of this Easement Agreement has occurred, such party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Access Drive or Premises resulting from any use or activity inconsistent with the purpose of this Easement Agreement, to restore the portion of the Access Drive or Premises so injured to its prior condition in accordance with a plan and specifications provided by Achey.

**14.Notices.** All invoices, statements, notices or other communications given hereunder shall be deemed sufficiently given or rendered only if in writing and sent to Achey or Zercher by certified or registered mail, return receipt requested, postage prepaid, or by commercial overnight carrier guaranteeing next business day delivery (such as Federal Express or UPS),


addressed to the mailing address on file with the Lancaster County Assessment Office for the delivery of tax bills. Notice shall be deemed received as of the date set forth on the delivery receipt of the return receipt or the date that such mail is rejected.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, Achey and Zercher have executed this Easement Agreement as of the day and year first above written.

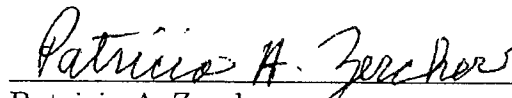
RONALD C. ACHEY

  
\_\_\_\_\_  
Ronald C. Achey

RICHARD C. ZERCHER

  
\_\_\_\_\_  
Richard C. Zercher

PATRICIA A. ZERCHER

  
\_\_\_\_\_  
Patricia A. Zercher

*[Signature Page to Access and Maintenance Easement Agreement]*

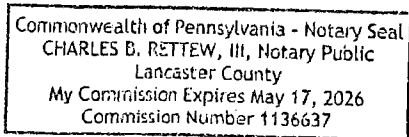
COMMONWEALTH OF PENNSYLVANIA :

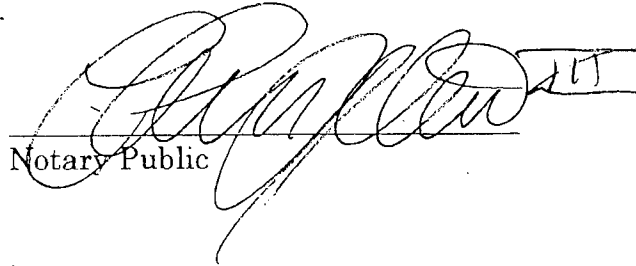
: SS:

COUNTY OF LANCASTER :

On this 16<sup>th</sup> day of November, 2024, before me, a notary public, the undersigned officer, do hereby certify that RONALD C. ACHEY personally appeared before me this day and acknowledged the foregoing instrument for the purpose therein contained as their own act and deed.

Witness my hand and notarial seal.



  
Notary Public

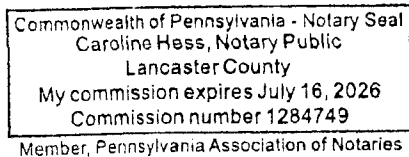
COMMONWEALTH OF PENNSYLVANIA :


: SS:

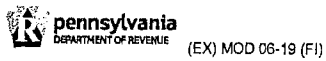
COUNTY OF LANCASTER :

On this 16<sup>TH</sup> day of JULY, ~~2024~~ <sup>2025</sup>, before me, a notary public, the undersigned officer, do hereby certify that RICHARD C. ZERCHER and PATRICIA A. ZERCHER, husband and wife, personally appeared before me this day and acknowledged the foregoing instrument for the purpose therein contained as their own act and deed.

Witness my hand and notarial seal.



  
Notary Public

**REV-183**BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG, PA 17128-0603

1830019105

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

COMPLETE EACH SECTION

**RECORDER'S USE ONLY**

State Tax Paid:

Book:

Page:

Instrument Number:

Date Recorded:

**SECTION I TRANSFER DATA**

Date of Acceptance of Document

11/16/2024

Grantor(s)/Lessor(s)

Ronald C. Achey

Telephone Number

Grantee(s)/Lessee(s)

Patricia A. &amp; Richard C. Zercher

Telephone Number

Mailing Address

626 West Newport Road

Mailing Address

125 E. Lincoln Avenue

City

Lititz

State

PA

ZIP Code

17543

City

Lititz

State

PA

ZIP Code

17543

**SECTION II REAL ESTATE LOCATION**

Street Address

Easement - 927 Lititz Pike &amp; 929 Lititz Pike

City, Township, Borough

Warwick Township

County

Lancaster County

School District

Warwick

Tax Parcel Number

600-07065-0-0000 &amp; 600-06997-0-0000

**SECTION III VALUATION DATA**Was transaction part of an assignment or relocation? ☐ YES ☒ NO

1. Actual Cash Consideration

1.00

2. Other Consideration

+ 0.00

3. Total Consideration

= 1.00

4. County Assessed Value

Not Separately Assessed

5. Common Level Ratio Factor

x 1.77

6. Computed Value

= Not Separately Assessed

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**

1a. Amount of Exemption Claimed

\$ 100% - Easement

1b. Percentage of Grantor's Interest in Real Estate

100 %

1c. Percentage of Grantor's Interest Conveyed

0 %

2. Fill in the Appropriate Oval Below for Exemption Claimed.

- ☐ Will or intestate succession. \_\_\_\_\_  
(Name of Decedent) (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

Document is an Access and Maintenance Easement Agreement among the parties for no consideration.  
There is no transfer of real estate and accordingly, no Pennsylvania realty transfer tax due.

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

Name

John A. Mateyak, Esquire - Brubaker Connaughton Goss &amp; Lucarelli LLC

Telephone Number

(717) 945-5745

Mailing Address

480 New Holland Avenue, Suite 6205

City

Lancaster

State

PA

ZIP Code

17602

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

By: Caroline R. Hess, Paralegal

*Caroline Hess*

Date

07/16/2025

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

