



COUNTY OF FRANKLIN  
RECORDER OF DEEDS  
Joy R. Heinbaugh, Interim Recorder  
272 N. Second Street, Suite 205  
Chambersburg, PA 17201  
Phone: (717) 261-3872

\* RETURN DOCUMENT TO:  
ANTRIM TOWNSHIP  
10655 ANTRIM CHURCH ROAD  
GREENCASTLE, PA 17225  
ATTN: ROSE KNABLE

Instrument Number - 202319788  
Recorded On 10/17/2023 At 9:38:34 AM  
\* Instrument Type - EASEMENT  
Invoice Number - 289414 User ID - TAJ  
\* Grantor - TOWNSHIP OF ANTRIM  
\* Grantee - 11800 MOLLY PITCHER HIGHWAY SOUTH

\* Total Pages - 14

\* FEES

STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$19.00
COUNTY RECORDING FEE	\$50.00
COUNTY IMPROVEMENT FEE	\$2.00
ROD IMPROVEMENT FEE	\$3.00
GREENCASTLE-ANTRIM	\$0.00
SCHOOL DIST REAL TAX	
ANTRIM TOWNSHIP	\$0.00
TOTAL PAID	\$74.50

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**DO NOT DETACH**

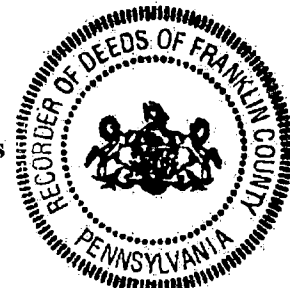
This page is now part  
of this legal document.

Franklin County UPI Verification  
UPI Verified On October 17, 2023 By TP

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

*Joy R. Heinbaugh*

Joy R. Heinbaugh  
Interim Recorder of Deeds



\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

**EASEMENT AGREEMENT AND DECLARATION  
OF SPRINGING ACCESS EASEMENT**

**THIS EASEMENT AGREEMENT AND DECLARATION OF SPRINGING ACCESS EASEMENT** (the "Agreement") is made as of June 28, 2022, by Township of Antrim, a Pennsylvania Municipal Corporation with principal offices located at 10655 Antrim Church Road, Greencastle, (Township of Antrim), Franklin County, Pennsylvania 17225, hereinafter referred to as "Antrim".

**RECITALS:**

**WHEREAS**, Antrim owns a parcel of land located in Antrim Township, Franklin County, Pennsylvania depicted on the "GRADING & DRAINAGE PLAN FOR 11800 MOLLY PITCHER HIGHWAY SOUTH FOR TOWNSHIP OF ANTRIM", prepared by Snyder, Secary & Associates, LLC dated 03/26/2019, a copy of which is labeled Exhibit "A", attached hereto and incorporated herein by reference as if set forth in full hereunder, hereinafter referred to as the "Plan"; and

**WHEREAS**, Antrim desires to subject the Real Estate depicted on Exhibit "A" to certain easements and covenants as hereinafter set forth below.

**EASEMENT FOR LOTS 2 AND 4 AND 1 AND 3**

NOW, THEREFORE, Antrim, as sole owner of the Real Estate, hereby covenants and declares, on behalf of itself and its successors and assigns, that the Real Estate shall be held, conveyed, acquired, used and encumbered subject to the terms and provisions of this Agreement, all of which shall run with the land and bind and inure to the benefit of all individuals, entities and others who may now or hereafter own or acquire any right, title, estate or interest in or to any of the Real Estate, or who may now or hereafter occupy, use or enter upon any portion thereof:

1. **Definitions.**

(a) "Occupant" means a Tenant (as defined below), a subtenant of a Tenant, a concessionaire or licensee of any Tenant or subtenant, and all other individuals, entities, or the like in lawful possession of any portion of the Real Estate.

(b) "Owner" means a record owner of fee simple title to a portion of the Real Estate. A mortgage of any Owner shall not be an Owner unless and until such mortgagee shall succeed to the interest of any Owner in the Property by foreclosure, deed in lieu of foreclosure or otherwise.

(c) "Permittee" means a customer, patron, visitor or invitee of an Occupant or Owner.

(d) "Tenant" means a tenant of an Owner.

2. **Access Easements.**

(a) (i) Antrim hereby establishes and creates, and hereby reserves for itself and its successors in title to all or any portion of Lots 2 and 4, the non-exclusive easement, right-of-way and

privilege of passage, both pedestrian and vehicular (including, without limitation, cars, trucks and vans), in, to, over, under and across the portion of Lots 2 and 4 depicted and shown as the "30' ACCESS EASEMENT" located on the boundary line between Lots 2 and 4 on Exhibit "A" for the purpose of access, ingress, egress and regress to and from that 50' access road to Molly Pitcher Highway (S.R. 011) to be named Conrad Court.

(ii) The Owners of Lots 2 and 4 and all Occupants and Permittees of said Owner, may not park any cars, trucks or other vehicles in or otherwise obstruct the use of or access to the 30' Access Easement Area, and goods, equipment or other material may not be loaded or unloaded by the Owners of Lots 2 and 4, or any Occupant or Permittee of said Owners in the 30' Access Easement Area.

(iii) The Owners of Lots 2 and 4 and all occupants and permittee of said Owner shall be required to use the "30' ACCESS EASEMENT" for the purpose of access, ingress, egress and regress to and from that 50' access road to Molly Pitcher Highway (S.R. 011) to be named Conrad Court. The Owners of Lots 2 and 4 and all occupants and permittee of said Owner shall not be permitted to use any other means to provide access, ingress or egress to their lots.

(b) (i) Antrim hereby establishes and creates, and hereby reserves for itself and its successors in title to all or any portion of Lots 1 and 3, the non-exclusive easement, right-of-way and privilege of passage, both pedestrian and vehicular (including, without limitation, cars, trucks and vans), in, to, over, under and across the portion of Lots 1 and 3 depicted and shown as the "30' ACCESS EASEMENT" located on the boundary line between Lots 1 and 3 on Exhibit "A" for the purpose of access, ingress, egress and regress to and from that 50' access road to Molly Pitcher Highway (S.R. 011) to be named Conrad Court.

(ii) The Owners of Lots 1 and 3 and all Occupants and Permittees of said Owner, may not park any cars, trucks or other vehicles in or otherwise obstruct the use of or access to the 30' Access Easement Area, and goods, equipment or other material may not be loaded or unloaded by the Owners of Lots 1 and 3, or any Occupant or Permittee of said Owners in the 30' Access Easement Area.

(iii) The Owners of Lots 1 and 3 and all occupants and permittee of said Owner shall be required to use the "30' ACCESS EASEMENT" for the purpose of access, ingress, egress and regress to and from that 50' access road to Molly Pitcher Highway (S.R. 011) to be named Conrad Court. The Owners of Lots 1 and 3 and all occupants and permittee of said Owner shall not be permitted to use any other means to provide access, ingress or egress to their lots.

### 3. Access Easement Construction for Lots 2 and 4.

(a) Antrim shall not be responsible for construction of the paved cartway in the 30' Access Easement between Lots 2 and 4. The Owner of either Lot 2 or 4 that is the first to desire use of the "30' ACCESS EASEMENT" shall construct a paved cartway in the "30' ACCESS EASEMENT" according to Antrim Rules and Regulations. Said Owner shall pay for the costs of construction of the paved cartway with reimbursement to be made as set forth in 3(c) and (d) below. Said Owner shall obtain all required governmental approvals to construct the paved

cartway. The cartway shall be constructed in accordance with plans and specifications approved by Antrim. Said construction shall be in a lien-free, good, and workmanlike manner. The Owner constructing the cartway shall remove all material accumulations of trash and debris from the adjoining Lot caused by the performance of said work, and, when the work is complete, restore and/or repair the affected area of said adjoining Lot to a condition which is substantially equal to or better than the condition which existed prior to the commencement of the applicable work.

(b) The Owner of the adjoining Lot hereby grants and conveys to the Owner of the Lot constructing the cartway a non-exclusive temporary construction easement over portions of the adjoining Lot that are reasonably necessary for the placement of materials and equipment in connection with the performance of the construction of the cartway. This temporary construction easement shall expire upon the completion of the cartway.

(c) The Owners of Lots 2 and 4 shall share equally in the costs of the construction of the cartway provided that they both access the cartway at the same point. If one Lot Owner utilizes access to a point located further south of Conrad Court, then said Lot Owner shall be solely responsible for the construction costs from the location of his access point to the location of the access point for the other Lot. They shall share equally in the costs of construction from Conrad Court to the access point for the Lot located a shorter distance from Conrad Court.

(d) As stated previously, the Owner of the first Lot desiring use of the access easement, shall pay for the entire costs of constructing the paved cartway to his lot. At the time the Owner of the other Lot desires to use the access easement, he shall pay the Owner of the Lot that constructed the cartway for his/her/their/its costs according to the formula as set forth in 3(c) of this Agreement. Said costs shall be adjusted for inflation pursuant to the Consumer Price Index calculated by government statisticians at the US Bureau of Labor Statistics.

(e) If the Springing Easement as set forth in Section 8 of this Agreement ever comes into effect, then the construction cost formula as set forth in Section 8(b) of this Agreement shall also apply.

#### 4. Access Easement Construction for Lots 1 and 3.

(a) Antrim shall not be responsible for construction of the paved cartway in the 30' Access Easement between Lots 1 and 3. The Owner of either Lot 1 or 3 that is the first to desire use of the "30' ACCESS EASEMENT" shall construct a paved cartway in the "30' ACCESS EASEMENT" according to Antrim Rules and Regulations. Said Owner shall pay for the costs of construction of the paved cartway with reimbursement to be made as set forth in 4(c) and (d) below. Said Owner shall obtain all required governmental approvals to construct the paved cartway. The cartway shall be constructed in accordance with plans and specifications approved by Antrim. Said construction shall be in a lien-free, good, and workmanlike manner. The Owner constructing the cartway shall remove all material accumulations of trash and debris from the adjoining Lot caused by the performance of said work, and, when the work is complete, restore and/or repair the affected area of said adjoining Lot to a condition which is substantially equal to or better than the condition which existed prior to the commencement of the applicable work.

(b) The Owner of the adjoining Lot hereby grants and conveys to the Owner of the Lot constructing the cartway a non-exclusive temporary construction easement over portions of the adjoining Lot that are reasonably necessary for the placement of materials and equipment in connection with the performance of the construction of the cartway. This temporary construction easement shall expire upon the completion of the cartway.

(c) The Owners of Lots 1 and 3 shall share equally in the costs of the construction of the cartway provided that they both access the cartway at the same point. If one Lot Owner utilizes access to a point located further north of Conrad Court, then said Lot Owner shall be solely responsible for the construction costs from the location of his access point to the location of the access point for the other Lot. They shall share equally in the costs of construction from Conrad Court to the access point for the Lot located a shorter distance from Conrad Court.

(d) As stated previously, the Owner of the first Lot desiring use of the access easement, shall pay for the entire costs of constructing the paved cartway to his lot. At the time the Owner of the other Lot desires to use the access easement, he shall pay the Owner of the Lot that constructed the cartway for his/her/their/its costs according to the formula as set forth in 4(c) of this Agreement. Said costs shall be adjusted for inflation pursuant to the Consumer Price Index calculated by government statisticians at the US Bureau of Labor Statistics.

(e) If the Springing Easement as set forth in Section 7 of this Agreement ever comes into effect, then the construction cost formula as set forth in 7(b) of this Agreement shall also apply.

5. Maintenance for Lots 1 and 3.

(a) The Owners of Lots 1 and 3 shall share in the maintenance, repair, improvement, and replacement, if necessary, for the paved cartway. Said costs shall be paid by the Owners of Lots 1 and 3 pursuant to the formula set forth in 4(c) of this Agreement.

(b) If the Springing Easement as set forth in Section 7 of this Agreement ever comes into effect, then the maintenance cost formula as set forth in Section 10 of this Agreement shall also apply.

6. Maintenance for Lots 2 and 4.

(a) The Owners of Lots 2 and 4 shall share in the maintenance, repair, improvement, and replacement, if necessary, for the paved cartway. Said costs shall be paid by the Owners of Lots 2 and 4 pursuant to the formula set forth in 3(c) of this Agreement.

(b) If the Springing Easement as set forth in paragraph 8 of this Agreement ever comes into effect, then the maintenance cost formula as set forth in Section 9 of this Agreement shall also apply.

**SPRINGING ACCESS EASEMENT**

7. Springing Easement for Lots 1 and 3.

(a) Declaration of Easement. Antrim does hereby establish, give, grant and convey, for the benefit of the Purdue Parcel, but under and subject to the terms and conditions set forth herein, a

non-exclusive perpetual easement for supplemental pedestrian and vehicular ingress, egress, and regress to and from the Purdue Parcel over the "30' ACCESS EASEMENT" between Lots 1 and 3 as shown on Exhibit "A". The easement in favor of the Purdue Land is to be reserved for future use by the current owners of the Purdue Land, their heirs, administrators, executors, successors, and assigns, to allow the owners, guests, business patrons and others to gain access to and from the Purdue Parcel by way of the "30' ACCESS EASEMENT" between Lots 1 and 3, and depicted on Exhibit A. No building or other structure shall be constructed above or within the "30' ACCESS EASEMENT" between Lots 1 and 3, except that the owners of Lots 1 and 3, their successors and assigns, may erect signs on the "30' ACCESS EASEMENT" between Lots 1 and 3, subject to the duty of removing the same once the easement granted hereunder springs into effect pursuant to the terms and conditions set forth herein. This easement created hereunder is intended to be for supplemental ingress, egress, and regress to and from the Purdue Parcel over the "30' ACCESS EASEMENT" between Lots 1 and 3.

(b) Purdue Parcel Future Township Approvals. Notwithstanding anything to the contrary set forth herein, the owner of the Purdue Parcel shall not have any right to use the easement granted above in Paragraph 7(a) until and unless the following conditions are met:

i) The Purdue Parcel is developed with primary vehicular and pedestrian ingress, egress and regress, to and from the Purdue Parcel to the "30' ACCESS EASEMENT" between Lots 1 and 3 in accordance with plans approved by the Township; and

ii) That the development and construction of the Purdue Parcel is completed in accordance with the plans approved by the Township; and

iii) The owner of the Purdue Parcel constructs a paved cartway on its property to the "30' ACCESS EASEMENT" between Lots 1 and 3; and

iv) If at the time the Owner of the Purdue Parcel desires to use the "30' ACCESS EASEMENT" between Lots 1 and 3 and the Owners of Lots 1 and 3 have constructed a paved cartway providing access to the 50' Access Road to Molly Pitcher Highway (S.R. 011) to be named "Conrad Court", the Owner of the Purdue Parcel shall pay for 100% of the costs for extending the paved cartway from the Purdue Parcel to the access point for either Lot 1 or Lot 3 located at the furthest point from the 50' Access Road to Molly Pitcher Highway (S.R. 011) to be named "Conrad Court"; and

v) The Owner of the Purdue Parcel reimburses the Owner of either Lot 1 or 3 located at the furthest point from Conrad Court for one half ( $\frac{1}{2}$ ) of their cost of construction of the paved cartway from the access point at their Lot to the access point for the Lot located closer to Conrad Court; and

vi) The Owner of the Purdue Parcel reimburses the Owners of Lots 1 and 3 for one third ( $\frac{1}{3}$ ) of their costs of constructing the paved cartway from Conrad Court to the access point for the Lot located nearer to Conrad Court; and

vii) The reimbursement by the Owners of the Purdue Parcel for the costs of construction by the Owners of Lots 1 or 3 as set forth in 7(b)(v) and 7(b)(vi) above shall be

adjusted for inflation pursuant to the Consumer Price Index calculated by government statisticians at the US Bureau of Labor Statistics; and

(viii) If the paved cartway is not constructed by the Owner of either Lot 1 or 3 at the time the Owner of the Purdue Parcel desires to use the “30' Access Easement” then the Owner of the Purdue Parcel shall be required to construct the paved cartway according to Antrim Township Rules and Regulations. The cartway shall not be constructed until plans for the cartway are approved by Antrim. The Owner of the Purdue Parcel shall not be entitled to any reimbursement for the construction of the paved cartway from their property to the “50' Access Road” to Molly Pitcher Highway (S.R. 011) to be named Conrad Court; and

(ix) The Owner of the Purdue Parcel complies with all other terms and conditions of this Declaration.

Once these conditions are met, the easement set forth in Paragraph 7(a) above shall spring into effect.

8. Springing Easement for Lots 2 and 4.

(a) Declaration of Easement. Antrim does hereby establish, give, grant and convey, for the benefit of the Oaks Parcel, but under and subject to the terms and conditions set forth herein, a non-exclusive perpetual easement for supplemental pedestrian and vehicular ingress, egress, and regress to and from the Oaks Parcel over the “30' ACCESS EASEMENT” between Lots 2 and 4 as shown on Exhibit “A”. The easement in favor of the Oaks Land is to be reserved for future use by the current owners of the Oaks Land, their heirs, administrators, executors, successors, and assigns, to allow the owners, guests, business patrons and others to gain access to and from the Oaks Parcel by way of the “30' ACCESS EASEMENT” between Lots 2 and 4, and depicted on Exhibit A. No building or other structure shall be constructed above or within the “30' ACCESS EASEMENT” between Lots 2 and 4, except that the owners of Lots 2 and 4, their successors and assigns, may erect signs on the “30' ACCESS EASEMENT” between Lots 2 and 4, subject to the duty of removing the same once the easement granted hereunder springs into effect pursuant to the terms and conditions set forth herein. This easement created hereunder is intended to be for supplemental ingress, egress, and regress to and from the Oaks Parcel over the “30' ACCESS EASEMENT” between Lots 2 and 4.

(b) Oaks Parcel Future Township Approvals. Notwithstanding anything to the contrary set forth herein, the owner of the Oaks Parcel shall not have any right to use the easement granted above in Paragraph 8(a) until and unless the following conditions are met:

i) The Oaks Parcel is developed with primary vehicular and pedestrian ingress, egress and regress, to and from the Oaks Parcel to the “30' ACCESS EASEMENT” between Lots 2 and 4 in accordance with plans approved by the Township; and

ii) That the development and construction of the Oaks Parcel is completed in accordance with the plans approved by the Township; and

iii) The owner of the Oaks Parcel constructs a paved cartway on its property to the “30' ACCESS EASEMENT” between Lots 2 and 4; and

iv) If at the time the Owner of the Oaks Parcel desires to use the “30' ACCESS EASEMENT” between Lots 2 and 4 and the Owners of Lots 2 and 4 have constructed a paved cartway providing access to the 50' Access Road to Molly Pitcher Highway (S.R. 011) to be named “Conrad Court”, the Owner of the Oaks Parcel shall pay for 100% of the costs for extending the paved cartway from the Oaks Parcel to the access point for either Lot 2 or Lot 4 located at the furthest point from the 50' Access Road to Molly Pitcher Highway (S.R. 011) to be named “Conrad Court”; and

v) The Owner of the Oaks Parcel reimburses the Owner of either Lot 2 or 4 located at the furthest point from Conrad Court for one half ( $\frac{1}{2}$ ) of their cost of construction of the paved cartway from the access point at their Lot to the access point for the Lot located closer to Conrad Court; and

vi) The Owner of the Oaks Parcel reimburses the Owners of Lots 2 and 4 for one third ( $\frac{1}{3}$ ) of their costs of constructing the paved cartway from Conrad Court to the access point for the Lot located nearer to Conrad Court; and

vii) The reimbursement by the Owners of the Oaks Parcel for the costs of construction by the Owners of Lots 2 or 4 as set forth in 8(b)(v) and 8(b)(vi) above shall be adjusted for inflation pursuant to the Consumer Price Index calculated by government statisticians at the US Bureau of Labor Statistics; and

(viii) If the paved cartway is not constructed by the Owner of either Lot 2 or 4 at the time the Owner of the Oaks Parcel desires to use the “30' Access Easement” then the Owner of the Oaks Parcel shall be required to construct the paved cartway according to Antrim Township Rules and Regulations. The cartway shall not be constructed until plans for the cartway are approved by Antrim. The Owner of the Oaks Parcel shall not be entitled to any reimbursement for the construction of the paved cartway from their property to the “50' Access Road” to Molly Pitcher Highway (S.R. 011) to be named Conrad Court; and

(ix) The Owner of the Oaks Parcel complies with all other terms and conditions of this Declaration.

Once these conditions are met, the easement set forth in Paragraph 8(a) above shall spring into effect.

9. Springing Easement Maintenance for Lots 2 and 4.

(a) The cost of maintenance, repair, replacement, snow and ice removal on the 30' Shared Access Easement shall be shared as follows:

i) The Owner of the Oaks Parcel shall be responsible for 100% of the cost from their property line to the access point for either Lot 2 or 4 located further south of Conrad Court.



ii) The Owner of the Oaks Parcel and the Owner of either Lot 2 or 4 located further south of Conrad Court shall share equally in the costs for that portion of the paved cartway between the access point for Lot 2 or 4 located further south of Conrad Court and the access point for the Lot located nearer to Conrad Court.

iii) The Owner of the Oaks Parcel and the Owners of Lots 2 and 4 shall each pay for one third ( $\frac{1}{3}$ ) of the cost for that portion of the paved cartway between Conrad Court and the access point for Lot 2 and 4 located nearer to Conrad Court.

iv) If at the time the Owner of the Oaks Parcel desires to use the 30' Access Easement and only Lot 2 or 4 is using the 30' Access Easement, then the Owner of the Oaks Parcel shall pay 100% of the cost from their property line to the access point for the Owner of Lot 2 or 4 and the Owner of either Lot 2 or 4 using the access easement and the Owner of the Oaks Parcel shall pay for one half ( $\frac{1}{2}$ ) of the costs from the access point for the Owner of Lot 2 or 4 using the access easement to Conrad Court.

v) If at the time the Owner of the Oaks Parcel is using the 30' Access Easement and neither the Owners of Lots 2 or 4 are using the easement then Owner of the Oaks Parcel shall be responsible for 100% of the costs.

10. Springing Easement Maintenance for Lots 1 and 3.

(a) The cost of maintenance, repair, replacement, snow and ice removal on the 30' Shared Access Easement shall be shared as follows:

i) The Owner of the Purdue Parcel shall be responsible for 100% of the cost from their property line to the access point for either Lot 1 or 3 located further north of Conrad Court.

ii) The Owner of the Purdue Parcel and the Owner of either Lot 1 or 3 located further north of Conrad Court shall share equally in the costs for that portion of the paved cartway between the access point for Lot 1 or 3 located further north of Conrad Court and the access point for the Lot located nearer to Conrad Court.

iii) The Owner of the Purdue Parcel and the Owners of Lots 1 and 3 shall each pay for one third ( $\frac{1}{3}$ ) of the cost for that portion of the paved cartway between Conrad Court and the access point for Lot 1 and 3 located nearer to Conrad Court.

iv) If at the time the Owner of the Purdue Parcel desires to use the 30' Access Easement and only Lot 1 or 3 is using the 30' Access Easement, then the Owner of the Purdue Parcel shall pay 100% of the cost from their property line to the access point for the Owner of Lot 1 or 3 and the Owner of either Lot 1 or 3 using the access easement and the Owner of the Purdue Parcel shall pay for one half ( $\frac{1}{2}$ ) of the costs from the access point for the Owner of Lot 1 or 3 using the access easement to Conrad Court.

v) If at the time the Owner of the Purdue Parcel is using the 30' Access Easement and neither the Owners of Lots 1 or 3 are using the easement then Owner of the Purdue Parcel shall be responsible for 100% of the costs.

11. Declaration of Prohibited Uses. Notwithstanding anything contained herein to the contrary, in the event that the Purdue Parcel is developed as a facility of any nature that would be in competition with the facility to be located on either Lot 1 or 3 of the Declarant's Parcel, then in such case, the springing easement granted hereunder shall not go into effect and the Springing Easement shall be void and of no further force and effect unless otherwise agreed to by Antrim.

12. Declaration of Prohibited Uses. Notwithstanding anything contained herein to the contrary, in the event that the Oaks Parcel is developed as a facility of any nature that would be in competition with the facility to be located on either Lot 2 or 4 of the Declarant's Parcel, then in such case, the springing easement granted hereunder shall not go into effect and the Springing Easement shall be void and of no further force and effect unless otherwise agreed to by Antrim.

13. Manner of Work. Whenever a party shall perform any construction, maintenance, repairs, or replacements to any area subject to an active easement in favor of the other party, such work shall be done expeditiously and in a good and workmanlike manner. Such work shall be carried out in a reasonable manner so as to not cause unreasonable disruption to any business operations. Such work shall also comply with the requirements set forth in the Code of the Township of Antrim.

14. No Reciprocal Parking. The easements described in this Document do not grant any reciprocal parking rights with respect to any parcel, nor restrict any future construction of improvements on any parcel, except that improvements cannot block driveways.

15. No Barriers. Neither the Owners of Lots 1, 2, 3 or 4, nor the owner of the Purdue or Oaks Parcel or their respective successors and assigns, shall park, construct, or erect a fence, wall, curb or other barrier in the 30' Access Easement.

16. Township of Antrim.

This Agreement does not impose or create any obligations on the Township of Antrim to construct, maintain, or repair in any manner either the easements created, or improvements required to be made in said easements by this document.

17. Covenants Running with Land. The rights and obligations provided herein shall run with the land and constitute benefits to and burdens upon Lots 1, 2, 3, and 4 as set forth herein and be binding upon and inure to the benefit of the Owners of Lots 1, 2, 3, and 4 their respective heirs, personal representatives, successors and assigns.

18. Scope. This instrument is not intended to and should not be construed to dedicate any rights, easements, or rights-of-way to the general public.

19. Governing Law. This Document shall be construed and governed by the laws of the Commonwealth of Pennsylvania and recorded in the Office of the Recorder of Deeds of Franklin County, Pennsylvania.

20. Successors and Assigns. The terms of this "Document" shall be binding upon the Owner of Lots 1, 2, 3 and 4 and their heirs, personal representatives, successors and assigns.

21. Amendment: Parties. Any amendment to this Document shall require the written approval of the then-current Owners of Lots 1, 2, 3 and 4 and the Township of Antrim, Franklin County, Pennsylvania and must be in recordable form to be recorded in the land records of Franklin County.


22. Severability. Invalidation of any of the provisions contained in this Document, or of the application thereof, to any person by judgment or court order, shall in no way affect any of the provisions hereof, or the application thereof, to any other person and the same shall remain in full force and effect.

IN WITNESS WHEREOF, this Easement Agreement and Declaration is executed as of the day and year first above written.

ATTEST:

TOWNSHIP OF ANTRIM

  
Jennifer Becknell, Secretary

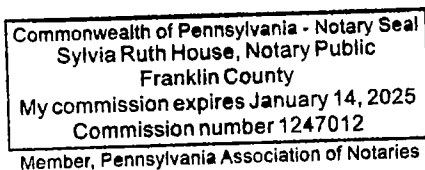
By:   
Rick Baer, Chairman


STATE OF PENNSYLVANIA

COUNTY OF FRANKLIN

On this, the 28<sup>th</sup> day of June, 2022, before me, the undersigned Officer, personally appeared **Rick Baer**, who acknowledged himself to be the Chairman of the Antrim Township Board of Supervisors, a municipal corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Board by himself as Chairman.

In witness whereof, I hereunto set my hand and official seal.




  
Notary Public  
Printed Name: Sylvia Ruth House  
My Commission Expires On: 1/14/2025

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Township of Antrim is:

10655 Antrim Church Road  
Greencastle, PA 17225

Witnessed my hand this 28<sup>th</sup> day of June, 2022.

  
\_\_\_\_\_

