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118 W. Market Street, Suite 300
West Chester, PA 19382-2928

September 10, 2020

Mr. William I. Hicks
P.O. Box 3113
West Chester, PA 19381

Re: Paoli Pike Trail Project- East Goshen Township
1325 Paoli Pike, West Chester, PA 19380
Chester County Tax Parcel No. 53-3-1.8

Mr. Hicks:

Our Firm serves as Solicitor of East Goshen Township and is assisting the Township with a trail construction project for a public recreational trail along the Paoli Pike corridor from Airport Road to N. Chester Rd. (the "Trail"). A portion of the Trail will traverse in front of the above-referenced property on the north side of Paoli Pike (referred to as the "Property").

The Township has been working with McMahon Associates, a local transportation planning and engineering firm, to design engineering plans for the Trail. I have enclosed the plan sheets that depict a proposed trail across the frontage of the Property. (**ATTACHMENT 1**). The plans contemplate that the Township will need an easement across 12,360 square feet of the Property for the Trail and a temporary construction easement across 12,346 square feet for access and grading in order to construct the Trail. The two easements are labeled and depicted on the plan. Additionally, the Township is requesting the Owner to convey in fee simple 15,892 square feet of the Property in order to construct an elevated bridge structure that will allow a portion of the Trail to cross over wetlands, floodplain and the east branch of the Chester Creek. The area that the Township requests to acquire in fee simple is labeled "Required Right-of- Way" on the plan.

The Township retained Jack Coyle, a licensed real estate appraiser from Coyle Lynch & Company, to appraise the two easements and the right of way depicted on the plan and required by the Township for the Trail. Mr. Coyle's appraisal was approved by a peer review process completed by Philip J. Swartz, a licensed real estate appraiser from Appraisal Review Specialists LLC. The Appraiser's Breakdown of Total Damages is attached as **ATTACHMENT 2**. The Township is willing to pay a total of \$71,500.00 to you for the property interests needed for the Trail.

I have also enclosed as **ATTACHMENT 3** an Easement, Right of Way and Temporary Easement for Construction Agreement that the Township is willing to enter with you in order to acquire the necessary property interests for the Trail and address specific concerns such as timing of construction, access to the property during construction, insurance and indemnification provisions and restoration and regrading provisions.

In addition to the value of the easements, as obtained from the Township appraisals, the Township is also willing to reimburse you up to a maximum of \$4,000 for its out-of-pocket costs, including appraisal, engineering and legal fees. This \$4,000 limitation is set forth in the Pa. Eminent Domain Code.

I would appreciate if you would review this correspondence and the various plans and documents and then contact me to further discuss your position on the Township's request for the easements and right of way necessary to construct the Trail in the location depicted on the plan. Representatives from the Township and McMahon are willing to meet at the Property to review the locations of the easements and to answer any questions you or your consultants may have on the Trail project.

I look forward to hearing from you and appreciate your anticipated cooperation.

Very truly yours,


Kristin S. Camp

KSC:tbs
Enclosures

cc: w/o encls.; via email
Louis F. Smith, Jr., Township Manager
Mark Gordon, Township Zoning Officer
Steve Giampaolo, PE, Project Engineer

NOTES:

1) THE LEGAL RIGHT-OF-WAY WIDTH ON PAOLI PIKE SR 2014 FROM STA. 97+00 TO STA. 104+23.46 IS VARIABLE FROM 40 FEET TO 84 FEET BASED ON DRAWINGS FOR ACCEPTING DEDICATION OF RIGHT-OF-WAY FOR STATE ROUTE 2014 SECTION L-27-R/W DATED MAY 13, 1992 AND RECORDED IN THE CHESTER COUNTY RECORDER OF DEEDS IN PLAN BOOK 89 PAGE 7 ON JULY 14, 1992.

2) **TEMPORARY CONSTRUCTION EASEMENT.** AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY EAST GOSHEN TOWNSHIP.

3) **SIDEWALK EASEMENT.** AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF A SIDEWALK. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR SIDEWALK PURPOSES.

4) THE BEARING SYSTEM IS BASED ON THE PROJECT DATUM: PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (NAD 83).

TOTAL AREA OF **REQUIRED SIDEWALK EASEMENT**
= 12360 SF, 0.284 AC

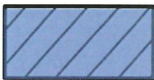






TOTAL AREA OF **TEMP. CONSTR. EASEMENT**
= 12346 SF, 0.283 AC

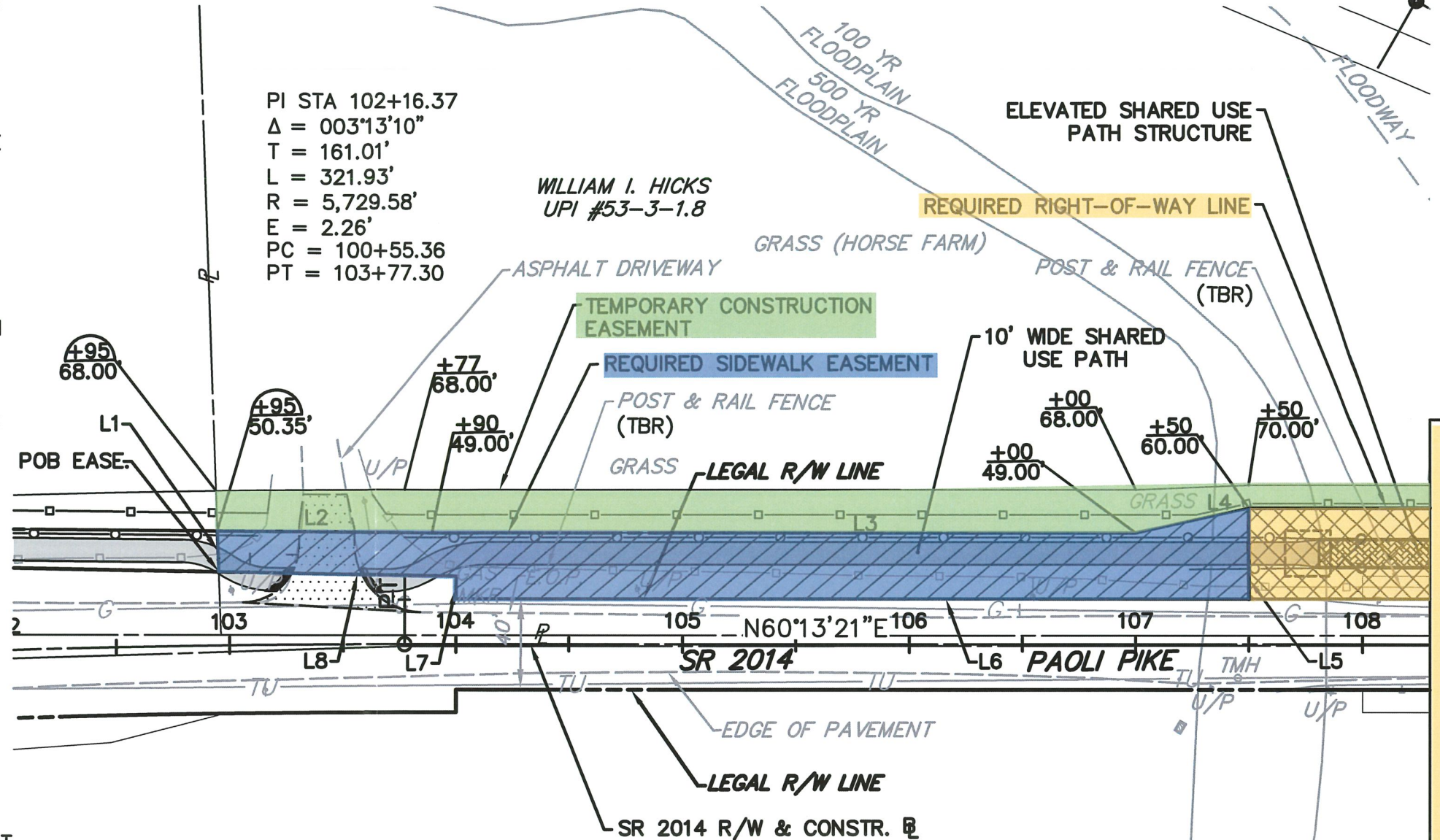
PI STA 102+16.37
 $\Delta = 003^{\circ}13'10''$
 T = 161.01'
 L = 321.93'
 R = 5,729.58'
 E = 2.26'
 PC = 100+55.36
 PT = 103+77.30

WILLIAM I. HICKS
 UPI #53-3-1.8

REQUIRED SIDEWALK EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	N31°49'54"W	17.95'
L2	N60°40'41"E	95.34'
L3	N60°13'21"E	310.00'
L4	N47°48'54"E	51.20'
L5	S29°46'39"E	40.00'
L6	S60°13'21"W	350.01'
L7	N29°46'58"W	10.00'
L8	S61°13'02"W	104.71'

-  REQUIRED SIDEWALK EASEMENT
-  REQUIRED RIGHT-OF-WAY
-  SHARED USE PATH
-  ELEVATED SHARED USE PATH STRUCTURE
-  DRIVEWAY ADJUSTMENT
-  HORSE FARM SPLIT RAIL FENCE
-  SHARED USE PATH SPLIT RAIL FENCE



CONTINUED ON SHEET 2



**PLAN OF REQUIRED SIDEWALK EASEMENT FOR LANDS OF WILLIAM I. HICKS (UPI #53-3-1.8)
 SITUATE IN EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA.**

835 SPRINGDALE DRIVE
 SUITE 200
 EXTON, PA. 19341
 TELE: (610)-594-9995
 FAX: (610)-594-9565



3/3/20
 JOB #816417.20
 SCALE: 1" = 60'
 SHEET: 1 of 2

NOTES:

1) THE LEGAL RIGHT-OF-WAY WIDTH ON PAOLI PIKE SR 2014, FORMERLY ROUTE NO. 143 FROM STA. 104+23.46 TO STA. 128+94.65 IS 40 FEET BASED ON FINAL DRAWINGS FOR CONSTRUCTION AND CONDEMNATION OF RIGHT-OF-WAY FOR ROUTE 143 SECTION 2, DATED OCTOBER 4, 1945 AND SIGNED BY THE GOVERNOR EDWARD MARTIN ON APRIL 25, 1946.

2) **TEMPORARY CONSTRUCTION EASEMENT.** AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY EAST GOSHEN TOWNSHIP.

3) **SIDEWALK EASEMENT.** AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF A SIDEWALK. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR SIDEWALK PURPOSES.


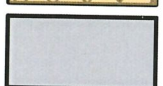

4) THE BEARING SYSTEM IS BASED ON THE PROJECT DATUM: PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (NAD 83).


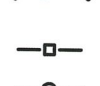

TOTAL AREA OF **REQUIRED RIGHT-OF-WAY**
= 15892 SF, 0.365 AC

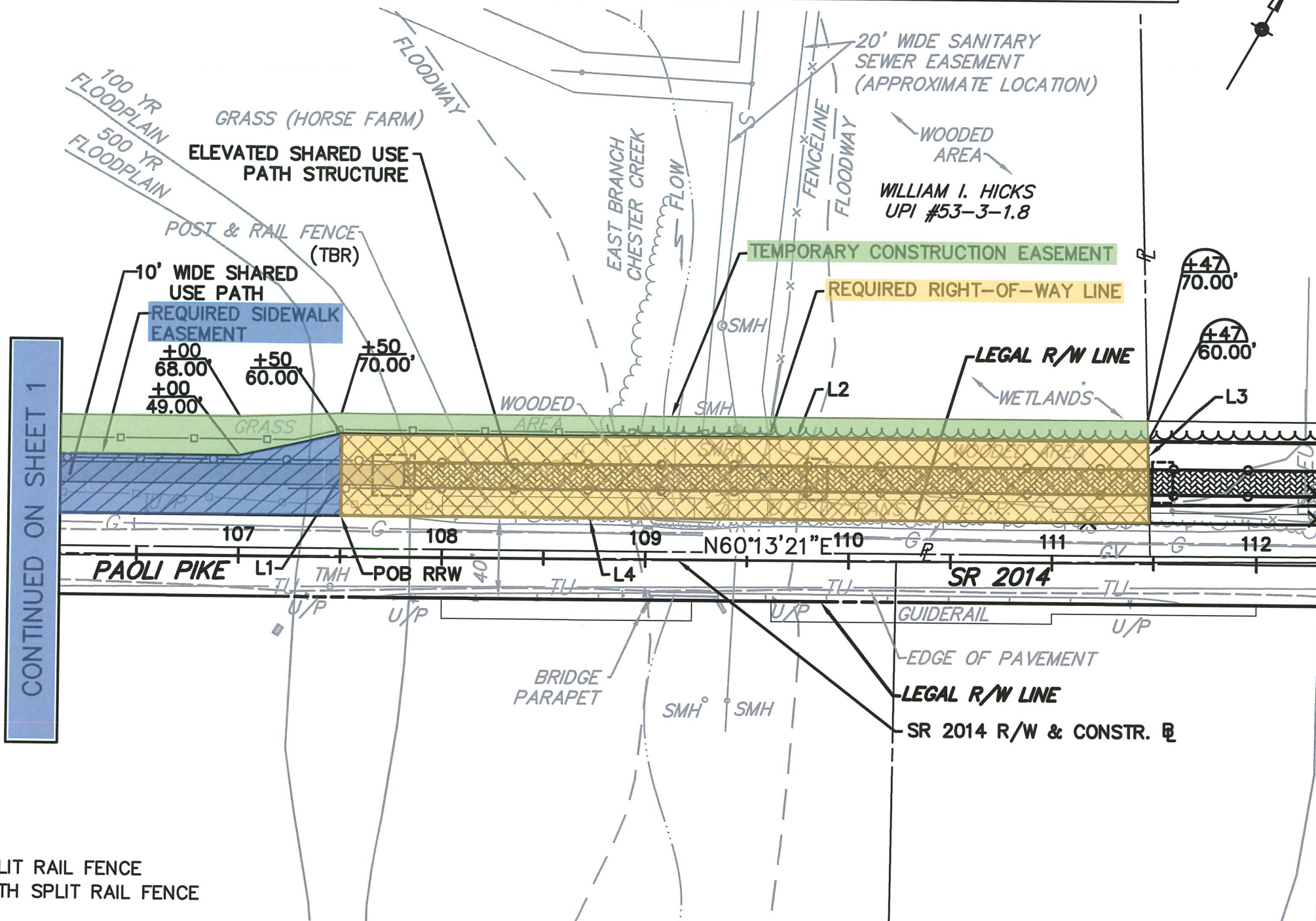
TOTAL AREA OF **TEMP. CONSTR. EASEMENT**
= 12346 SF, 0.283 AC

REQUIRED RIGHT-OF-WAY LINE TABLE

LINE	BEARING	DISTANCE
L1	N29°46'39"W	40.00'
L2	N60°13'21"E	396.77'
L3	S31°17'42"E	40.01'
L4	S60°13'21"W	397.83'

-  REQUIRED SIDEWALK EASEMENT
-  REQUIRED RIGHT-OF-WAY
-  SHARED USE PATH
-  ELEVATED SHARED USE PATH STRUCTURE

-  SELECTIVE TREE REMOVAL
-  HORSE FARM SPLIT RAIL FENCE
-  SHARED USE PATH SPLIT RAIL FENCE



CONTINUED ON SHEET 1



PLAN OF REQUIRED RIGHT-OF-WAY FOR LANDS OF WILLIAM I. HICKS (UPI #53-3-1.8) SITUATE IN EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA.

835 SPRINGDALE DRIVE
SUITE 200
EXTON, PA. 19341
TELE: (610)-594-9995
FAX: (610)-594-9565



3/3/20
JOB #816417.20
SCALE: 1" = 60'
SHEET: 2 of 2

BREAKDOWN BY REVIEW APPRAISER

FEDERAL PROJECT NO.	NONE PROVIDED
PROJECT NAME/ROUTE	STATE ROUTE 2014 SECTION B
COUNTY	CHESTER
MUNICIPALITY	EAST GOSHEN TOWNSHIP
PARCEL NUMBER	TAX PARCEL 53-3-1.8
CLAIM NUMBER	NONE PROVIDED
OWNER(S)	WILLIAM I. HICKS

Review Date: AUGUST 31, 2020

Before Value N/A

After Value N/A

Total Damages \$71,500.00

BREAKDOWN OF TOTAL DAMAGES

DIRECT DAMAGES:

Required R/W – Land	\$51,600.00	
Required R/W – Improvements	\$0.00	
Required Perpetual Sidewalk Easement	\$16,000.00	
Special Benefits, if any	<u>(\$0.00)</u>	
DIRECT DAMAGE AMOUNT	\$67,600.00	\$67,600.00
TEMPORARY CONSTRUCTION EASEMENT(s)	\$3,900.00	\$3,900.00

INDIRECT (SEVERANCE) DAMAGES:

Indirect Damages	\$0.00	\$0.00
Costs of Adjustment (If Any)	<u>\$0.00</u>	<u>\$0.00</u>
TOTAL DAMAGES		\$71,500.00

REMARKS: Although required as a part of the scope of work, the appraiser has NOT allocated damages via the LPS-0 Appraiser's Breakdown of Damages. With that, the allocations provided above should be used by the Township when preparing the offer statement.

In order to make a determination as to the reasonableness of the value, the review appraiser has, at a minimum, read the entire appraisal report under review, researched and verified to a reasonable extent the data in the appraisal report using reliable resources, and assumed the property condition stated in the report is accurate unless there is evidence to the contrary. When a field inspection is indicated, the review appraiser made an exterior inspection from the street of the subject property has made a personal field inspection of the comparable data identified within the work under review. The review appraiser is not required to replicate the steps completed by the original appraiser.

The review appraiser completed this review appraisal **without providing an opinion of value** and complied with the Right of Way Manual and with USPAP as of the effective date of the Review.

The review appraiser completed this review and **provides an opinion of value**, which has complied with the Right of Way Manual and with USPAP as of the effective date of the review appraisal. If an opinion of value is provided, those items in the original appraisal report that the review appraisers believe credible and in compliance with the applicable standards of USPAP are extended to this report by the use of an extraordinary assumption. If necessary, the review appraisers may present new analysis, and possibly data, in a Supplement to this report.

Scope of Reviewer's Opinion: I have performed a personal physical inspection (from the street) of the subject of the work under review and made a personal field inspection of the comparable sales identified within the work under review. In accordance with Chapter 2 of the Pennsylvania Department of Transportation Right-of-Way Manual and 49 CFR 24.104, a technical review of the appraisal report was made. Because the reviewer has not made a complete physical inspection of the subject property or the comparables (inspections from abutting roadways only), the reviewer can only assume that the data and descriptions provided relative to the condition, quality and utility of the subject and comparables are accurate. This extraordinary assumption forms the bases for the statements, opinions and conclusions offered within this review report. If for some reason this assumption was proven inaccurate, the assignment results set forth in this review report could be impacted.

Prepared by and after recording please return to:
Kristin S. Camp, Esquire
BUCKLEY, BRION, McGUIRE & MORRIS LLP
118 W. Market Street, Suite 300
West Chester, Pennsylvania 19382
Telephone: 610.436.4400

UPI No. 53-3-1.8

**EASEMENT, RIGHT OF WAY AND TEMPORARY EASEMENT FOR
CONSTRUCTION AGREEMENT**

THIS EASEMENT, RIGHT OF WAY AND TEMPORARY EASEMENT FOR CONSTRUCTION AGREEMENT (the “Agreement”) is made this ___ day of _____ 2020 by and between **EAST GOSHEN TOWNSHIP**, a Second Class Township in Chester County, Pennsylvania, with an address of 1580 Paoli Pike, West Chester, Pennsylvania 19380 (the “Township”) and **WILLIAM I. HICKS**, an adult individual with an address of P.O. Box 3113, West Chester, Pennsylvania 19381 (the “Owner”).

BACKGROUND/RECITALS

WHEREAS, Owner owns a parcel of property containing approximately 31.6 acres, located on the northwest side of Paoli Pike in East Goshen Township, Chester County, Pennsylvania, which is more particularly identified as Chester County Tax Parcel No. 53-3-1.8 (the “Property”); and

WHEREAS, on January 4, 2016, by Resolution No. 2016-140, the East Goshen Township Board of Supervisors adopted the Paoli Pike Trail Feasibility Study and Master Plan, last draft dated December 30, 2015 (“2015 Plan”), whereby the Board agreed to develop a public recreational trail (the “Trail”) through certain properties within the Township primarily along the frontage of Paoli Pike; and

WHEREAS, a portion of the Trail will cross over approximately 0.284 acres or 12,360 square feet of the Property (“Trail Easement”) in the location which is identified as the Required Sidewalk Easement on plans prepared by McMahon Associates, Inc. dated March 3, 2020, containing two sheets with sheet 1 titled, “Plan of Required Sidewalk Easement for Lands of William I. Hicks (UPI #53-3-1.8) Situate in East Goshen Township, Chester County, PA”, and sheet 2 titled, “Plan of Required Right-of-Way for Lands of William I. Hicks (UPI #53-3-1.8) Situate in East Goshen Township, Chester County, PA” (collectively the “Plan”), a copy of which is attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, in order to construct the Trail, the Township also requires a temporary construction easement over approximately 0.283 acres or 12,346 square feet of the Property (“Temporary Construction Easement”) in the location which is identified as the Temporary Construction Easement on the Plan which is attached hereto as Exhibit “A” and incorporated herein in order to access the Property and construct the Trail; and

WHEREAS, in order to construct the Trail, the Township is also required to build an elevated bridge structure (the “Bridge”) that will allow a portion of the Trail to cross over wetlands, floodplain, and the east branch of the Chester Creek; and

WHEREAS, in order to build the Bridge, the Township has requested Owner to grant to it in fee simple 0.365 acres or 15,892 square feet of the Property along the northern side of the existing right of way of Paoli Pike (“Right of Way”) in the location which is identified as the Required Right of Way on the Plan which is attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, Owner is willing to grant to the Township a permanent easement for the Trail, Right of Way for the Bridge and a Temporary Construction Easement over and across the portions of the Property more particularly depicted on the Plan subject to the terms and conditions set forth herein;

NOW THEREFORE, the Township and Owner, each intending to be legally bound hereby agree as follows:

1. **Incorporation of Recitals.**

The Background of this Agreement is incorporated herein by reference.

2. **Grant of Permanent Trail Easement.**

Owner, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, receipt whereof is hereby acknowledged, and of the advantages to him accruing and for diverse other considerations affecting the public welfare, which he seeks to advance, and intending to be legally bound, has granted, bargained and sold, and by these presents does grant, bargain and sell unto the Township, its agents, employees, contractors, subcontractors, guests, invitees, successors and assigns, a permanent, non-exclusive easement and right-of-way over, under, across and through the Property in the location which is identified as the Required Sidewalk Easement on the Plan which is attached hereto as Exhibit “A” and incorporated herein by reference and which is described by metes and bounds in the legal description which is which is attached hereto as Exhibit “B” and incorporated herein by reference (the “Trail Easement”).

3. **Use of Permanent Trail Easement.**

A. The Township and its agents, employees, contractors and subcontractors, shall be permitted and authorized to use the Trail Easement for the purpose of constructing, reconstructing, improving, inspecting, repairing and maintaining the Trail and all necessary accessories and appurtenances used in connection with the Trail, including stormwater management facilities, signage and fencing. The Township and the general public shall be permitted and authorized to use the Trail and Trail Easement solely as a recreational trail for pedestrian and non-motorized vehicle traffic subject to the rules and regulations established by the Township for the use of the Trail generally. At a minimum, the Township shall prohibit the Trail

from being used by motorized recreational vehicles, including but not limited to, motorcycles, mini-bikes and snowmobiles, except that motorized vehicles shall be permitted to be used as necessary for handicapped accessibility and by authorized Township employees, police, or others specifically authorized by the Township for the purpose of patrolling and maintaining the Trail Easement or accessing the Trail Easement in the case of an emergency.

B. Owner shall not erect, maintain or allow any improvements on, over and under the Trail Easement, or take or allow any action which would affect free and unimpeded access to or use of the Trail Easement and other rights and privileges granted herein. The Township and Owner shall prohibit barriers, structures, fences, curbs or other obstructions from impeding the free and unhampered use of the Trail Easement by pedestrian and non-motorized vehicle traffic.

C. The Township shall permit the use of the Trail Easement for only the uses which are identified in Paragraph 3.A above. No use of the Trail Easement shall interfere with Owner's reasonable and customary use, operation and maintenance of the Property.

4. **Grant of Right of Way.**

Owner, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, receipt whereof is hereby acknowledged, and of the advantages to him accruing and for diverse other considerations affecting the public welfare, which he seeks to advance, and intending to be legally bound, has granted, bargained and sold, and by these presents does grant, bargain and sell unto the Township in fee simple the real property which is identified as the Required Right of Way on the Plan which is attached hereto as Exhibit "A" and incorporated herein by reference and which is described by metes and bounds in the legal description which is attached hereto as Exhibit "C" and incorporated herein by reference (the "Right of Way").

5. **Use of Right of Way.**

The Township and its agents, employees, contractors and subcontractors, shall be permitted and authorized to use the Right of Way for any lawful purpose for which right of way is acquired and used by a municipality, including but not limited to, constructing, reconstructing, improving, inspecting, repairing and maintaining the Bridge and the portion of the Trail that is located on the Bridge and all necessary accessories and appurtenances used in connection with the Bridge and Trail, including stormwater management facilities, signage and fencing.

6. **Grant of Temporary Construction Easement.**

Owner, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, receipt whereof is hereby acknowledged, and of the advantages to him accruing and for diverse other considerations affecting the public welfare, which he seeks to advance, and intending to be legally bound, has granted, bargained and sold, and by these presents does grant, bargain and sell unto the Township, its agents, employees, contractors, subcontractors, guests, invitees, successors and assigns a temporary, non-exclusive easement and right-of-way over, under, across and through the Property in the location which is identified as the Temporary

Construction Easement on the Plan which is attached hereto as Exhibit “A” and incorporated herein by reference (the “Temporary Construction Easement”).

7. **Use of Temporary Construction Easement.**

The Temporary Construction Easement shall be used for access to the Property by construction equipment and vehicles necessary to construct the Trail, the Bridge and other improvements to be constructed within the Trail Easement and on the Bridge and for excavation, grading and restoration of the Property necessary to install the Trail, the Bridge, stormwater management and erosion and sedimentation control facilities necessary for the Trail and Bridge, fencing as depicted on the Plan and all necessary accessories and appurtenances used in connection with the Trail and Bridge. All activities related to the construction of the Trail and Bridge shall take place only within the Trail Easement, the Right of Way conveyed herein, the Temporary Construction Easement and the legal right of way of Paoli Pike. During the construction of the Trail and Bridge, the Township may need to store materials used in the construction of the Trail and Bridge in the Trail Easement, the Right of Way, the Temporary Construction Easement or within the existing right of way of Paoli Pike temporarily. The Township and its contractors shall at times keep the Property, the Trail Easement, Right of Way and the Temporary Construction Easement free from accumulation of debris or rubbish generated in connection with the work related to construction of the Trail.

8. **Term of Temporary Construction Easement.**

The non-exclusive Temporary Construction Easement shall commence when the Township, through its agents, employees, contractors and subcontractors, commences the construction of the portion of the Trail and Bridge on the Property and shall automatically terminate and become null and void following the Township’s completion of the portion of the Trail and Bridge on the Property; provided that if it is necessary for the Township to restore areas of the Property that were disturbed, the Township may be permitted to enter the Property to perform such restoration. The Temporary Construction Easement shall be self-terminating.

9. **Construction of the Trail and Bridge.**

A. Owner is not responsible for construction of the Trail or Bridge. The Township shall be solely responsible for obtaining and maintaining during the course of construction all necessary governmental permits that are needed to construct the Trail and Bridge. The Township, through its employees, agents, contractors and subcontractors, shall be solely responsible for constructing the Trail and Bridge generally in accordance with the Plan and all governmental permits and approvals that are issued for the Trail and Bridge. The Township and its employees, agents, contractors and subcontractors shall construct the Trail and Bridge in accordance with sound engineering and construction principles and shall perform any work within the Trail Easement, Right of Way and Temporary Construction Easement in a good and workmanlike manner so as to create the least interference with the Property. Owner acknowledges that there will be some level of interference with the Property as would normally be associated with the construction of a trail and bridge. The Township shall notify Owner at least thirty (30) days prior to commencing construction of the Trail and Bridge on the Property.

B. The Township, promptly following or exercising its rights and privileges hereunder to construct the Trail and Bridge shall backfill any areas excavated, compact the ground as may be appropriate and fully restore the surface of the ground to substantially its condition prior to such disturbance. Any areas outside of the cartway of the Trail which were disturbed during the construction of the Trail shall be filled, compacted and seeded with grass as may be necessary to restore the surface of the Property to substantially its condition prior to such disturbance or with equal surfacing of gravel, macadam, concrete or other improved surface as the case may be. If as a result of the construction, reconstruction or maintenance of the Trail and Bridge on the Property or the use of the Trail Easement or Right of Way the Property is damaged, the Township shall restore the same to the condition which existed prior to such disturbance.

C. There is an existing post and rail fence located within the area of the Trail Easement which the Township shall remove as part of the Trail construction and provide the fence materials to the Owner. The Township shall install two additional post and rail fences on the Property in the general locations depicted on the Plan. One of the fences shall be installed on the northern edge of the Trail Easement within the boundaries of the Trail Easement (the "Trail Fence") and shall be maintained by the Township as part of the maintenance of the Trail. The second fence shall be installed approximately ten feet north of the Trail Fence and after installation shall be maintained by the Owner. The specifications for both fences shall be generally consistent with the specifications set forth on the detail sheet which is attached hereto as Exhibit "D" and incorporated herein by reference.

D. The specifications for the Bridge shall be generally consistent with the specifications set forth on the detail sheet which is attached hereto as Exhibit "E" and incorporated herein by reference.

E. As part of the construction of the Trail, the Township must adjust a portion of the existing low-volume driveway from Paoli Pike to the Property. The Township shall reconstruct the existing driveway in the location depicted on the Plan as "Driveway Adjustment". The Township shall pave the portion of the driveway that is depicted on the Plan as the area of "Driveway Adjustment" with asphalt similar to the asphalt surface that is used to pave the Trail. The Township shall maintain the existing location and width of the driveway and the classification of the driveway shall remain a low-volume driveway. After reconstruction of the driveway, Owner shall maintain the same, except for the portion of the driveway that the Trail crosses which shall be maintained by the Township.

F. The Township shall not permit any claim, lien or other encumbrance arising from the construction of the Trail and Bridge on the Property to accrue against or attach to the Property. If any such claim or lien is filed against the Property as a result of work performed or materials provided for the construction of the Trail and Bridge, the Township shall satisfy said claim as promptly as possible and shall defend, indemnify and hold harmless the Owner.

10. **Maintenance of the Trail and Bridge.**

A. The Township, at its sole cost and expense, shall be responsible for any and all year-round maintenance of the Trail and Bridge which are constructed within the Trail Easement and Right of Way. The Trail, Trail Fence and associated stormwater management facilities shall be maintained in accordance with the policy adopted by the Board of Supervisors of the Township for maintenance of the Paoli Pike Trail as the same may be amended from time to time by resolution of the Board. A copy of the policy adopted by the Board of Supervisors on January 7, 2019 is attached hereto as Exhibit "F". The Township, for itself and its successors and assigns, hereby covenants and agrees to continuously maintain, repair, replace and reconstruct the Trail, Trail Fence and associated stormwater management facilities within the Trail Easement so as to provide a safe, non-motorized vehicle and pedestrian recreational trail. The Township agrees to mow the grass in the area between the Trail and Paoli Pike so that the grass is no higher than 6 inches.

B. The Bridge shall be maintained in a structurally sound manner that allows safe access by users of the Trail.

11. **Indemnity and Insurance.**

A. The Township agrees to indemnify, defend and hold harmless Owner from and against any damage, liability, claim, settlement, cost and expense, award, judgment, damage, fine, fee, or other loss (collectively referred to as "Damage" or "Damages") suffered by Owner, arising out of (1) any injury and/or loss and/or Damage caused by the acts or omissions, or intentional misconduct of the Township or its agents, employees, contractors, subcontractors, assigns or successors-in-interest, in the construction and maintenance of the Trail and Bridge and its performance of its responsibilities hereunder; or (2) any personal injury or death or property damage or Damages resulting from the use of the Trail Easement, Right of Way and Temporary Construction Easement after the date of this Agreement, including, without limitation, any use by the general public or by the Township or any of its agents, employees, licensees, contractors, subcontractors and invitees; provided however, that such injury or damage was not caused by the gross negligence or willful misconduct of Owner.

B. Nothing in this Agreement limits the ability of the Township or Owner to avail themselves of the protections offered by any applicable law affording immunity to the Township including, to the extent applicable, the Recreational Use of Land and Water Act, Act of February 2, 1966, P.L. (1965) 1860, No. 586, as amended, 68 P.S. §477-1 *et seq.* (as may be amended from time to time).

C. The Township shall obtain and maintain during the entire term of this Agreement adequate public liability and property damage insurance policies covering any injury, death or property damage resulting in any way from the use of the Trail Easement on the Property. Such insurance policies shall provide bodily injury, including death, and property damage coverage in the minimum amount of One Million (\$1,000,000.00) Dollars per occurrence, Two Million (\$2,000,000.00) Dollars in the aggregate and Ten Million (\$10,000,000.00) Dollars umbrella excess liability coverage. The insurance policies shall be occurrence based and shall name Owner as an additional insured, and copies of the insurance policies shall be provided to

Owner upon request. The insurance policies shall provide that such policy may not be cancelled without first giving Owner 30 days' prior written notice of cancellation.

12. **Covenants Running with the Land.**

The covenants and obligations of this Agreement shall be covenants running with the Property and the parties hereto agree for themselves and their successors and assigns that in any deed of conveyance of all or any portion of the Property to any person, partnership, corporation, or other entity that said covenants and obligations shall be incorporated herein by reference to this Agreement and the recording hereof as fully as if the same were contained therein. Owner's liability under this Agreement shall be limited to its interest in the Property and upon Owner's transfer of legal title to the Property to a transferee such transferee shall automatically assume all of the liabilities of the Owner which shall accrue during the term of such transferee's ownership and Owner shall be relieved of all further liability under this Agreement.

13. **Enforcement.**

If either party determines that this Agreement is being or has been violated by the other party, the non-defaulting party may, in addition to other remedies available at law or in equity, seek injunctive relief to specifically enforce the terms of this Agreement or to restrain present or future violations of this Agreement.

14. **Notices.**

Any notice or other communication given hereunder or pursuant hereto shall be in writing and shall be personally delivered (in which event such notice shall be deemed effective only upon such delivery), or sent by a nationally-recognized overnight delivery service (which provides a receipt of delivery), or delivered by mail, sent by registered or certified mail, postage prepaid, return receipt requested, to such party at the address set forth below:

If to Township: East Goshen Township
Attn: Manager
1580 Paoli Pike
West Chester, Pennsylvania 19380

With a copy to: Buckley, Brion, McGuire & Morris LLP
Attn. Kristin S. Camp, Esquire
118 W. Market Street, Suite 300
West Chester, Pennsylvania 19382

If to Owner: William I. Hicks
P.O. Box 3113
West Chester, Pennsylvania 19381

With a copy to: _____

All notices shall be deemed given when received. A party may change its address by giving notice of such change in the manner herein provided by giving notice. Unless and until such written notice is received, the last address and addressee stated by written notice, or as provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

15. **Miscellaneous Provisions.**

A. Recording. This Agreement shall be recorded in the Recording Office.

B. Waiver. No waiver by either party of any breach or default on the part of the other of any terms, covenants, or conditions of this Agreement shall be deemed or construed to constitute a waiver of any subsequent similar breach or default.

C. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

D. Amendment. This Agreement may not be amended except by written instrument signed and acknowledged by the Township and Owner.

E. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.

F. Integration. This Agreement, together with the Exhibits attached hereto, each of which is incorporated herein by this reference, sets forth the entire agreement among the parties with respect to the subject matter hereof.

G. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Assignment. The Township may assign its right under this Agreement with the written consent of Owner, such consent not to be unreasonably withheld. If assigned, the proposed assignee will maintain the Trail as a public recreational trail and assume all obligations of the Township which are imposed herein.

I. Area and Bulk Requirements. The Trail on the Property shall not be included in calculations of maximum permitted impervious coverage percentage or any other area and bulk requirements with respect to the Property or the future development thereof.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

ATTEST:

EAST GOSHEN TOWNSHIP

Louis F. Smith, Secretary

By:

E. Martin Shane, Chairman

WITNESS:

OWNER:

William I. Hicks

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF CHESTER :

On this, the _____ day of _____, 20__ before me, the undersigned officer, personally appeared E. Martin Shane, who acknowledged himself to be the Chairman of the Board of Supervisors of EAST GOSHEN TOWNSHIP, and that he, 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

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF CHESTER :

On this, the _____ day of _____, 20__ before me, the undersigned officer, personally appeared WILLIAM I. HICKS 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.

Notary Public

My Commission Expires:

LIST OF EXHIBITS

- Exhibit “A” – Plan
- Exhibit “B” - Legal Description - Trail Easement
- Exhibit “C” - Legal Description - Right of Way Easement
- Exhibit “D” - Detail Sheet – Fence Specifications
- Exhibit “E” - Detail Sheet – Bridge Specifications
- Exhibit “F” - Township Trail Maintenance Policy

EXHIBIT A

NOTES:

1) THE LEGAL RIGHT-OF-WAY WIDTH ON PAOLI PIKE SR 2014 FROM STA. 97+00 TO STA. 104+23.46 IS VARIABLE FROM 40 FEET TO 84 FEET BASED ON DRAWINGS FOR ACCEPTING DEDICATION OF RIGHT-OF-WAY FOR STATE ROUTE 2014 SECTION L-27-R/W DATED MAY 13, 1992 AND RECORDED IN THE CHESTER COUNTY RECORDER OF DEEDS IN PLAN BOOK 89 PAGE 7 ON JULY 14, 1992.

2) **TEMPORARY CONSTRUCTION EASEMENT.** AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY EAST GOSHEN TOWNSHIP.

3) **SIDEWALK EASEMENT.** AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF A SIDEWALK. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR SIDEWALK PURPOSES.

4) THE BEARING SYSTEM IS BASED ON THE PROJECT DATUM: PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (NAD 83).

TOTAL AREA OF **REQUIRED SIDEWALK EASEMENT**
= 12360 SF, 0.284 AC

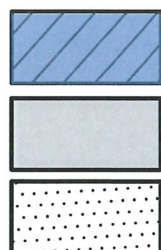
TOTAL AREA OF **TEMP. CONSTR. EASEMENT**
= 12346 SF, 0.283 AC

PI STA 102+16.37
Δ = 003°13'10"
T = 161.01'
L = 321.93'
R = 5,729.58'
E = 2.26'
PC = 100+55.36
PT = 103+77.30

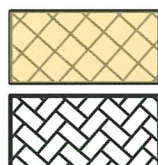
WILLIAM I. HICKS
UPI #53-3-1.8

REQUIRED SIDEWALK EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	N31°49'54"W	17.95'
L2	N60°40'41"E	95.34'
L3	N60°13'21"E	310.00'
L4	N47°48'54"E	51.20'
L5	S29°46'39"E	40.00'
L6	S60°13'21"W	350.01'
L7	N29°46'58"W	10.00'
L8	S61°13'02"W	104.71'

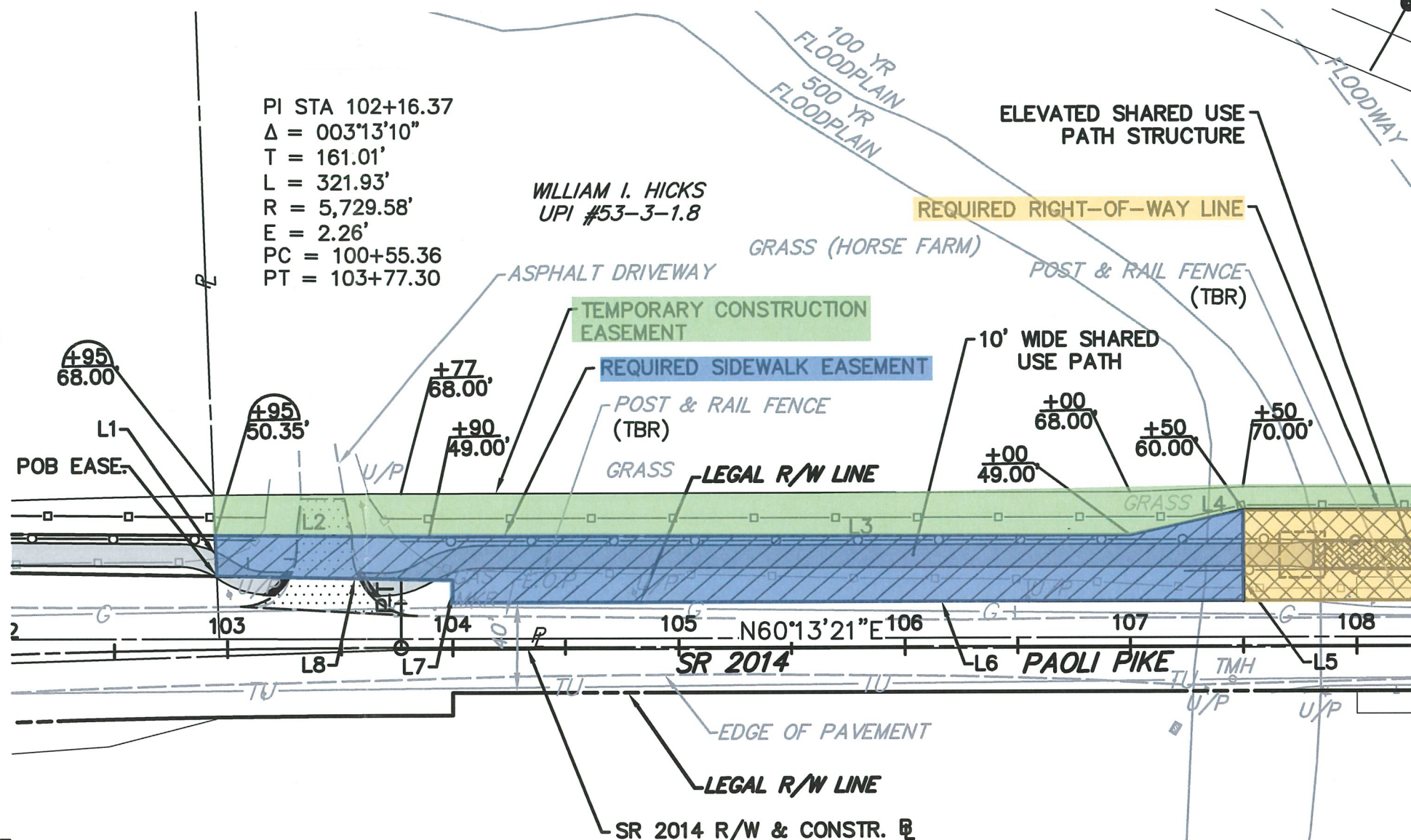


REQUIRED SIDEWALK EASEMENT
SHARED USE PATH
DRIVEWAY ADJUSTMENT

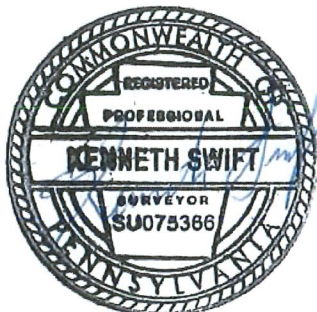


REQUIRED RIGHT-OF-WAY
ELEVATED SHARED USE PATH STRUCTURE

—□— HORSE FARM SPLIT RAIL FENCE
—○— SHARED USE PATH SPLIT RAIL FENCE



CONTINUED ON SHEET 2



**PLAN OF REQUIRED SIDEWALK EASEMENT FOR LANDS OF WILLIAM I. HICKS (UPI #53-3-1.8)
SITUATE IN EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA.**

835 SPRINGDALE DRIVE
SUITE 200
EXTON, PA. 19341
TELE: (610)-594-9995
FAX: (610)-594-9565



3/3/20
JOB #816417.20
SCALE: 1" = 60'
SHEET: 1 of 2

NOTES:

1) THE LEGAL RIGHT-OF-WAY WIDTH ON PAOLI PIKE SR 2014, FORMERLY ROUTE NO. 143 FROM STA. 104+23.46 TO STA. 128+94.65 IS 40 FEET BASED ON FINAL DRAWINGS FOR CONSTRUCTION AND CONDEMNATION OF RIGHT-OF-WAY FOR ROUTE 143 SECTION 2, DATED OCTOBER 4, 1945 AND SIGNED BY THE GOVERNOR EDWARD MARTIN ON APRIL 25, 1946.

2) **TEMPORARY CONSTRUCTION EASEMENT.** AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY EAST GOSHEN TOWNSHIP.





3) **SIDEWALK EASEMENT.** AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF A SIDEWALK. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR SIDEWALK PURPOSES.




4) THE BEARING SYSTEM IS BASED ON THE PROJECT DATUM: PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (NAD 83).

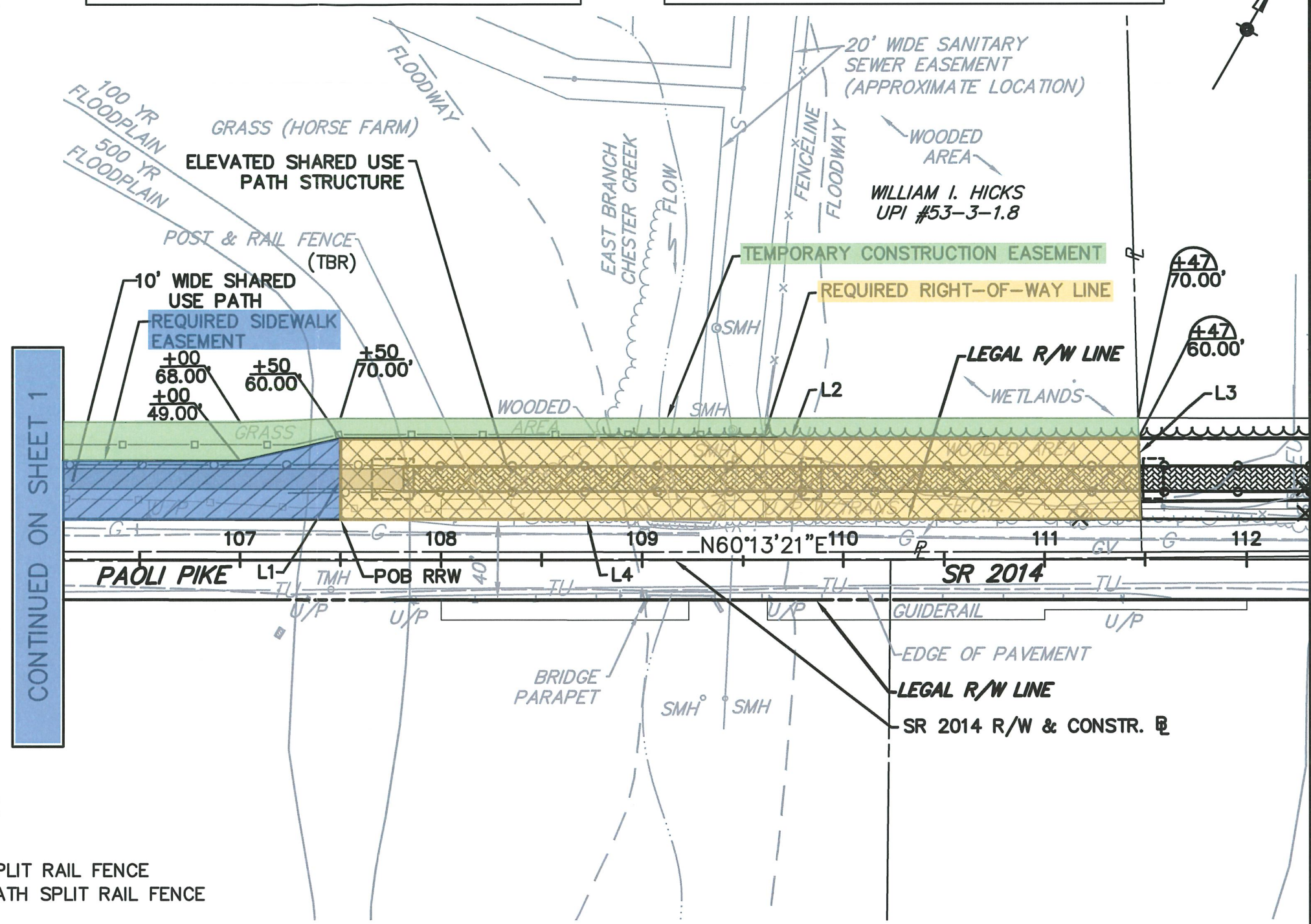
TOTAL AREA OF **REQUIRED RIGHT-OF-WAY**
= 15892 SF, 0.365 AC

TOTAL AREA OF **TEMP. CONSTR. EASEMENT**
= 12346 SF, 0.283 AC

REQUIRED RIGHT-OF-WAY LINE TABLE		
LINE	BEARING	DISTANCE
L1	N29°46'39"W	40.00'
L2	N60°13'21"E	396.77'
L3	S31°17'42"E	40.01'
L4	S60°13'21"W	397.83'

-  REQUIRED SIDEWALK EASEMENT
-  REQUIRED RIGHT-OF-WAY
-  SHARED USE PATH
-  ELEVATED SHARED USE PATH STRUCTURE

-  SELECTIVE TREE REMOVAL
-  HORSE FARM SPLIT RAIL FENCE
-  SHARED USE PATH SPLIT RAIL FENCE



**PLAN OF REQUIRED RIGHT-OF-WAY FOR LANDS OF WILLIAM I. HICKS (UPI #53-3-1.8)
SITUATE IN EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA.**

835 SPRINGDALE DRIVE
SUITE 200
EXTON, PA. 19341
TELE: (610)-594-9995
FAX: (610)-594-9565



3/3/20
JOB #816417.20
SCALE: 1" = 60'
SHEET: 2 of 2

EXHIBIT B



March 3, 2020

**DESCRIPTION OF REQUIRED SIDEWALK EASEMENT
FOR LANDS OF WILLIAM I. HICKS
(UPI #53-3-1.8)**

All that certain required pieces of land situate in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 7th day of January 1987 in Deed Book 591 Page 18 and recorded at West Chester in the Office for the Recorder of Deeds of Chester County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Exton, PA, entitled "PLAN OF REQUIRED SIDEWALK EASEMENT FOR LANDS OF WILLIAM I. HICKS (UPI #53-3-1.8)" dated March 3, 2020, as follows to wit;

Beginning at a point of intersection of the northerly Legal Right-of-Way line of Paoli Pike (SR 2014) (40 feet wide), with the westerly line of Grantors, thence extending the following courses and distances:

- 1) Along the westerly line of Grantors, North 31 degrees 49 minutes 54 seconds West, 17.95 feet to a point.

Thence, through portions of lands of Grantors, the following four courses:

- 2) North 60 degrees 40 minutes 41 seconds East, 95.34 feet to a point.
- 3) North 60 degrees 13 minutes 21 seconds East, 310.00 feet to a point.
- 4) North 47 degrees 48 minutes 54 seconds East, 51.20 feet to a point.
- 5) South 29 degrees 46 minutes 39 seconds East, 40.00 feet to a point in the northerly Legal Right-of-Way line of Paoli Pike.

Thence, along the northerly Legal Right-of-Way line of Paoli Pike, the following three courses:

- 6) South 60 degrees 13 minutes 21 seconds West, 350.01 feet to a point.
- 7) North 29 degrees 46 minutes 58 seconds West, 10.00 feet to a point.
- 8) South 61 degrees 13 minutes 02 seconds West, 104.71 feet to the point and place of beginning.

Containing 12360 square feet, or 0.284 acres.

I:\eng\816417.20\Design\Right-of-Way\Takes\Segment B\53-3-1.8 - W. Hicks\William I. Hicks RSE Legal Description.docx

EXHIBIT C

March 3, 2020

**DESCRIPTION OF REQUIRED RIGHT-OF-WAY
FOR LANDS OF WILLIAM I. HICKS
(UPI #53-3-1.8)**

All that certain required pieces of land situate in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 7th day of January 1987 in Deed Book 591 Page 18 and recorded at West Chester in the Office for the Recorder of Deeds of Chester County, Pennsylvania. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Exton, PA, entitled "PLAN OF REQUIRED RIGHT-OF-WAY FOR LANDS OF WILLIAM I. HICKS (UPI #53-3-1.8)" dated March 3, 2020, as follows to wit;

Beginning at a point in the northerly Legal Right-of-Way line of Paoli Pike (SR 2014) (40 feet wide), said point being distant the following three courses from the point of intersection of the westerly line of Grantor with the northerly Legal Right-of-Way line of Paoli Pike:

- a) Extending along the northerly Legal Right-of-Way line of Paoli Pike, North 61 degrees 13 minutes 02 seconds East, 104.71 feet to a point.
- b) Thence, continuing along the northerly Legal Right-of-Way line of Paoli Pike, South 29 degrees 46 minutes 58 seconds East, 10.00 feet to a point.
- c) Extending along the northerly Legal Right-of-Way line of Paoli Pike, North 60 degrees 13 minutes 21 seconds East, 350.01 feet to the point and place of beginning.

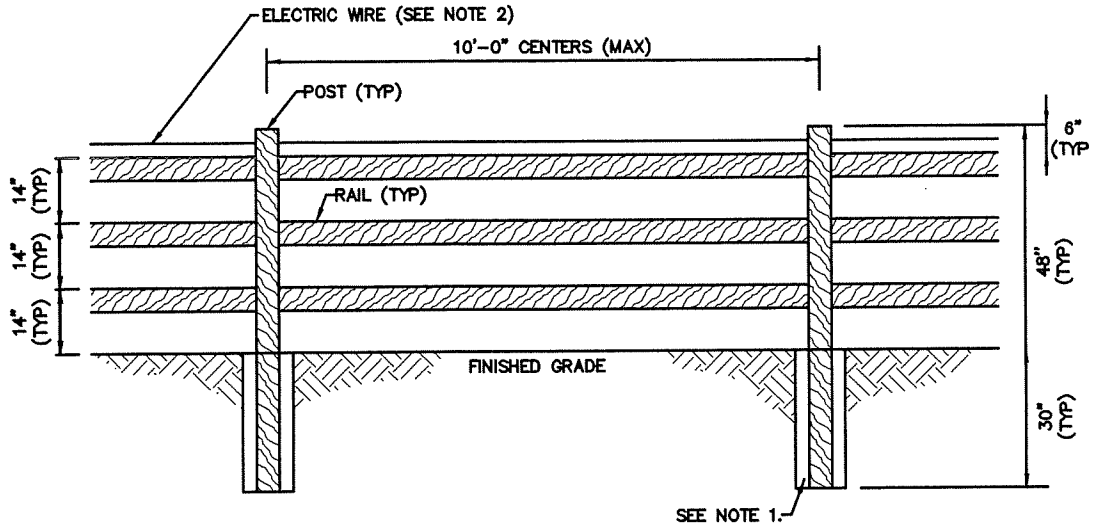
Thence, through portions of lands of Grantors, the following four courses:

- 1) North 29 degrees 46 minutes 39 seconds West, 40.00 feet to a point.
- 2) North 60 degrees 13 minutes 21 seconds East, 396.77 feet to a point.
- 3) South 31 degrees 17 minutes 42 seconds East, 40.01 feet to a point in the northerly Legal Right-of-Way line at Paoli Pike.
- 4) Thence, along the northerly Legal Right-of-Way line of Paoli Pike, South 60 degrees 13 minutes 21 seconds West, 397.83 feet to the point and place of beginning.

Containing 15892 square feet, or 0.365 acres.

I:\eng\816417.20\Design\Right-of-Way\Takes\Segment B\53-3-1.8 - W. Hicks\William I. Hicks RROW Legal Description.docx

EXHIBIT D

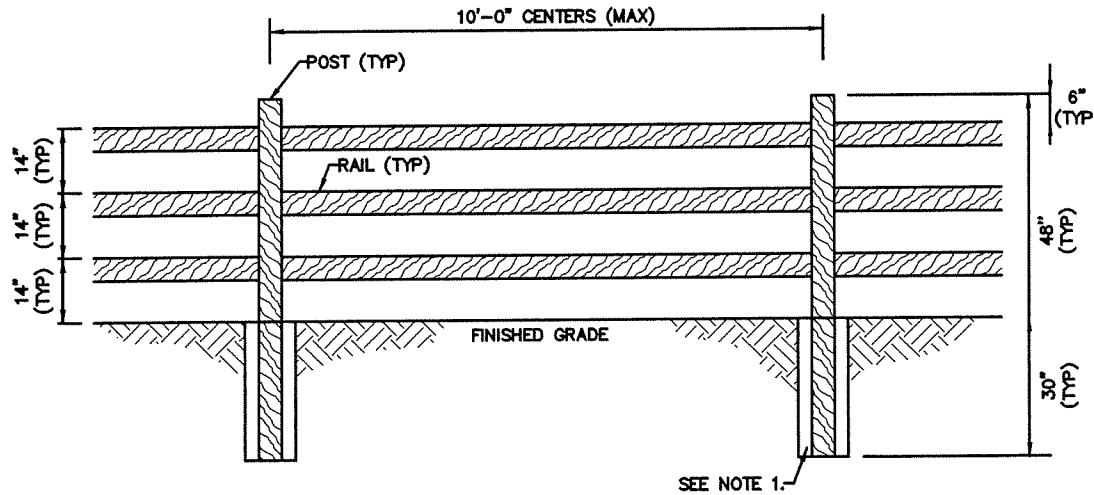


NOTE:

1. SET END AND CORNER POSTS IN A 12" MINIMUM DIAMETER HOLE FILLED WITH CONCRETE.
2. RESET EXISTING ELECTRIC WIRE TO NEW FENCE. ATTACH WIRE TO FARM SIDE OF THE FENCE WITH INSULATORS.

HORSE FARM SPLIT RAIL FENCE DETAIL

NOT TO SCALE



NOTE:

1. SET END AND CORNER POSTS IN A 12" MINIMUM DIAMETER HOLE FILLED WITH CONCRETE.

SHARED USE PATH SPLIT RAIL FENCE DETAIL

NOT TO SCALE

EXHIBIT E

The following is a description of the proposed trail bridge for the Paoli Pike Trail Segment B project in East Goshen Township, Chester County, PA:

- 3 Span structure (1 span at 200'-0", 2 spans at 170'-0")
- 12'-0" Wide Clear Traveling Width
- Continental, Connector Style Truss
- One diagonal per panel, square end vertical, bearings at equal elevations
- Factory Installed Pipe handrail
- Factory Installed Toe Plate
- Factory Installed horizontal safety rails up to 54" high, with a 4" maximum spacing
- AASHTO LRFD Pedestrian Bridge Design Standards
- 90 psf uniform live load, reduced per AASHTO guidelines for pedestrian bridges
- 35 psf uniform wind load
- 10,000 pound vehicle load
- Weathered Steel
- Wooden Deck



Sample Bridge Elevation



Sample Bridge Walking Surface

EXHIBIT F

EAST GOSHEN TOWNSHIP

CHESTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2019-184

WHEREAS, the Township has developed a master plan for a multimodal trail (the "Trail") to be constructed along Paoli Pike from Airport Road to Line Road (the "Trail Project"); and

WHEREAS, portions of the Trail will be constructed within areas of right-of-way of Paoli Pike and Boot Road and areas of easements which the Township intends to acquire from owners of various parcels of real property along Paoli Pike and Boot Road; and

WHEREAS, the Township will construct and maintain the trail area within the acquired easement areas throughout the length of the trail;

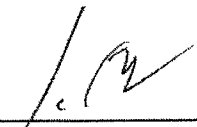
WHEREAS, the Township has established the "Paoli Pike Trail Maintenance Policy";

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of East Goshen Township as follows:

The Township approves the Paoli Pike Trail Maintenance Policy and authorizes the Public Works Director to implement the Paoli Pike Trail Maintenance Policy.

RESOLVED this 7th day of JANUARY, 2019.

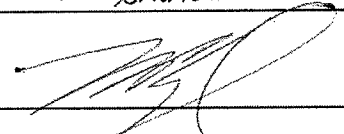
ATTEST:




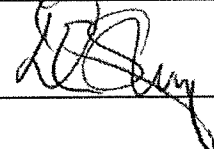
**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**











East Goshen Township

Paoli Pike Trail Maintenance Policy

Introduction:

East Goshen Township will design and construct a Pedestrian and Bicycle trail along Paoli Pike within East Goshen Township. The Township will secure permanent Sidewalk, traffic signal and temporary construction easements (easement areas) from individual property owners along the length of the trail. The Township Board of Supervisors has determined that year round maintenance of the trail is necessary for the safety of the trail users. Outlined below is the trail maintenance that the Township will perform along the Paoli Pike Trail adjacent

Regular Maintenance:

The following maintenance will be conducted regularly within the sidewalk easement, as determined by the Public Works Department.

Trash Collection: Empty trash receptacles within the easement

Litter collection: Pick up litter within the easement

Tree Limb Trimming: Trim tree limbs that encroach into the easement area to a height of 8 feet above the trail surface

Tree Maintenance: Trees within the easement area will be maintained

Trail Surface Maintenance: The trail surface will be maintained as needed

Trail Signage Maintenance: Signage along the trail shall be maintained as needed

Trail Fencing: Trail fencing shall be maintained as needed

Benches and Bike racks: Benches and bike racks shall be maintained as needed

Grass Maintenance:

The following maintenance to the grass areas within the easement between the trail surface and Paoli Pike easements will be done regularly during the growing season (May 1 – September 30), as determined necessary by the Public Works Department.

Grass Cutting:

- Grass will be cut as needed within the easement
- Grass will be cut between the easement and the vehicle cartway(s)

Grass Trimming:

- Grass will be trimmed as needed within the easement
- Grass will be trimmed as needed between the easement and the vehicle cartway(s)

Winter Maintenance:

The following winter maintenance will be done as necessary after winter weather events along the trail easement upon completion of all winter maintenance on all township roads.

Snow removal: Snow will be physically removed from the trail surface as necessary

Ice removal: Ice will be removed from the trail surface with salt as necessary