

Upon recording return to:

Adam B. Diaz, Esquire
 Buchanan Ingersoll & Rooney PC
 One Oxford Centre
 301 Grant Street, 20th Floor
 Pittsburgh, PA 15219-1410

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this 26th day of January, 2018, to be effective February 20, 2018 (the "Effective Date"), by and between **TRAVIS SHOLLER**, an unmarried individual, having an address of 4563 State Route 168, Volant, Pennsylvania 16156 ("Sholler"), and **GIRL SCOUTS WESTERN PENNSYLVANIA**, a Pennsylvania non-profit corporation, with a mailing address of 30 Isabella Street, Pittsburgh, Pennsylvania 15212 ("Scouts"). Sholler and Scouts are sometimes hereinafter referred to singly as a "Party", or collectively as the "Parties".

WITNESSETH:

WHEREAS, Sholler is the owner of those five (5) certain tracts or parcels of real property located partially in Washington Township and partially in Wilmington Township, Lawrence County, Commonwealth of Pennsylvania identified as Lawrence County Tax Map Nos. 35-4501-126, 35-4501-0126H, 37-4705-0100C, 37-4705-100 and 37-4705-0100B (Uniform Parcel Identifier Nos. 35-034800, 35-034802, 37-079401, 37-079400, 37-054100), comprising in total approximately 109.77 acres, title to which vested in Sholler by three (3) deeds recorded at Instrument Nos. 2010-001956, 2015-008755 and 2010-008607 in the Office of the Recorder of Deeds of Lawrence County, Pennsylvania (collectively, "Sholler Parcel"); and

WHEREAS, Scouts, as successor-in-interest to Beaver Castle Girl Scout Council, Inc., a Pennsylvania non-profit corporation, is the owner of that certain tract or parcel of real property located in Wilmington Township, Lawrence County, Commonwealth of Pennsylvania identified as Lawrence County Tax Map No. 37-4706-106 (Uniform Parcel Identifier No. 37-098200) comprising approximately 101 acres and being commonly known as "Camp Elliott", title to which vested in Scouts' predecessor-in-interest by a deed recorded at Deed Book Volume 508, Page 146 and Deed Book Volume 556, Page 369 ("Scouts Parcel"); and

WHEREAS, ingress, egress and regress between the Scouts' Parcel and portions of the Sholler Parcel, on the one hand, and State Route 168, on the other, is obtained by an existing private gravel road, approximately eighteen feet (18') in width, more or less, known as Camp Elliott Lane and extending in its entirety westwardly from State Route 168 (Point "A") to the private driveway entering the Scouts Parcel (Point "B") and continuing along the boundary line between the Scouts Parcel and the Sholler Parcel until the roadway turns south (Point "C"), all as more particularly shown on **Exhibit A** attached hereto and made a part hereof ("Camp Elliott Lane"). Camp Elliott Lane is 1,352.82 feet in length, of which approximately 485.85 feet (36%)

CERTIFIED BY
 /s/ MP

WHEREAS, Scouts and Sholler have jointly used all or a portion of Camp Elliott Lane between Point "A" and Point "B" for many years without the benefit of a written agreement with respect thereto; and

WHEREAS, to avoid possible disputes or misunderstandings, the Parties desire to memorialize their rights and obligations with respect to the use and maintenance of Camp Elliott Lane in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the payment by Scouts to Sholler of the sum of TEN 00/100 DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

I. **Easement Grant to Scouts.**

(a) Insofar as the same is located on or abuts the Sholler Parcel, Sholler hereby grants and conveys to Scouts, its employees, contractors, licensees, business invitees, successors and assigns: (i) the non-exclusive right of ingress, egress and regress for vehicular and pedestrian traffic between the Scouts Parcel and State Route 168 to use the entire length of Camp Elliott Lane from Point "A" to Point "B", together with all and singular the rights and appurtenances in any way thereto belonging; and (ii) the exclusive right of ingress, egress and regress for vehicular and pedestrian traffic over that certain portion of Camp Elliott Lane between Point "B" and Point "C", as is depicted on **Exhibit A**, together with all and singular the rights and appurtenances in any way thereto belonging, subject only to Sholler's limited right of access as more fully set forth in Section 2 below (collectively, the "Scouts Access Easement").

(b) The Scouts Access Easement is irrevocable and is made for the benefit of the Scouts Parcel, the Scouts and any purchaser, lessee, successor or assignee of the Scouts who at any time own or lease all or any portion of Scouts Parcel, or any interest therein, as the same exists now, or as it may be subdivided in the future.

(c) The Scouts Access Easement is binding upon and shall be a burden on the Sholler Parcel, Sholler and any purchaser, lessee, executor, personal representative, heir, successor or assignee of Sholler who at any time own or lease all or any portion of the Sholler Parcel, or any interest therein, as the same exists now, or as it may be subdivided in the future (collectively, the "Sholler Parties").

(d) The Scouts Access Easement, including the terms and conditions with respect to the use and enjoyment thereof as set forth in this Agreement, is intended to and construed as running with, appurtenant to, binding upon, and inuring to the benefit of the Scouts, the Scouts Parcel and the Scouts Parties, and may be enforceable by the Scouts and the Scouts Parties.

(e) Scouts shall have the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Scouts' use of the Scouts Access Easement, which shall commence as of the Effective Date and continue in perpetuity unless terminated as hereinafter provided.

(f) Subject to the limitations set forth below, Scouts hereby agrees to maintain Camp Elliott Lane in its current condition, rut free and in good repair, such that it may be used for vehicular and pedestrian access, with all grading, graveling and other maintenance and repair activities being completed in a good and workmanlike manner. Notwithstanding the foregoing, Scouts shall not be (i) required to pave, "oil and chip" or otherwise improve any portion of Camp Elliott Lane nor (ii) required to repair any damage caused by the negligence or willful misconduct of Sholler or any Sholler Party, which damage shall be the sole responsibility of the person or entity causing the same.

(g) Sholler shall retain the non-exclusive right of ingress and egress from Point "A" to Point "B" along Camp Elliott Lane.

2. **Easement Grant to Sholler.**

(a) Insofar as the same is located on or abuts the Scouts Parcel, Scouts hereby grant and convey to Sholler, and his heirs only, the non-exclusive right of ingress, egress and regress for vehicular and pedestrian traffic over the portion of Camp Elliott Lane between Point "B" and Point "C" thereof, all as more particularly shown on **Exhibit A** and described on **Exhibit C**, both attached hereto and made a part hereof, for the limited purpose of pedestrian and non-commercial vehicular access (the "Sholler Access Easement"). The Parties hereby acknowledge and agree that Sholler shall have right to construct and maintain a fence along the northern boundary of Camp Elliott Lane; provided, however, that such fence shall not obstruct or interfere with the roadway.

(b) The Sholler Access Easement is solely for the benefit of Sholler and his heirs, and shall automatically terminate, without the need for any further action by any person or entity, upon the sale, disposition or occupancy by anyone other than Sholler, or his heirs, of that certain portion of the Sholler Parcel identified as Lawrence County Tax Map No. 37-054100 (the "Trigger Parcel").

Certified
by
JM

(c) Sholler shall have the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Sholler's use of the Sholler Access Easement, which shall commence as of the Effective Date and automatically terminate upon the sale, disposition or occupancy by anyone other than Sholler or his heirs of the Trigger Parcel.

(d) The Sholler Access Easement is binding upon and shall be a burden on the Scouts Parcel, the Scouts and any purchaser, lessee, successor or assignee of the Scouts who at any time own or lease all or any portion of the Scouts Parcel, or any interest therein, as the same exists now, or as it may be subdivided in the future (collectively, the "Scouts Parties"); provided, however, that the Sholler Access Easement shall no longer be binding upon any Scouts Parties, and the burden of the Sholler Access Easement shall automatically terminate, upon the sale, disposition or occupancy by anyone other than Sholler or his heirs of the Trigger Parcel.

3. **Gate.** The Parties acknowledge and agree that there is a gate over the road as depicted on **Exhibit A** (the "Gate"). The Scouts shall be solely responsible for any maintenance and repair associated with the Gate; provided, however, that the Scouts shall not be required to repair

any damage to the Gate caused by Sholler or any Sholler Party, which damage shall be the sole responsibility of the person or entity causing the same. Provided the Trigger Parcel is owned and occupied by Sholler or his heirs, Sholler shall at all times, from the Effective Date until such sale, disposition or occupancy of the Trigger Parcel, have access through the Gate and have any keys or combination necessary to access the Trigger Parcel at Sholler's convenience.

4. **Use of Scouts Access Easement and Sholler Access Easement.** Each of the Parties shall have the right to use and enjoy its respective access easement for the purposes hereby intended, so long as the said use and enjoyment thereof does not unreasonably interfere with or prohibit the other Party from using and enjoying its rights hereunder. Sholler hereby acknowledges and agrees that the Sholler Access Easement shall terminate automatically upon any sale, disposition or occupancy (by anyone other than Sholler or his heirs) of the Trigger Parcel.

5. **Notices.** Any notice required or permitted to be given by either Party under this Agreement must be given in writing and may be delivered by personal delivery; by placing the same in the mails of the United States Postal Service United States Mail, certified mail, return receipt requested, postage prepaid; or deposited for delivery with a nationally recognized overnight courier service; and in each case addressed as follows:

(a) To Sholler: Travis Sholler
4563 State Route 168
Volant, Pennsylvania 16156

With a copy to: Robert D. Clark, Esquire
201 N. Market Street
New Wilmington, Pennsylvania 16142

(b) To Scouts: Girl Scouts Western Pennsylvania
30 Isabella Street
Pittsburgh, Pennsylvania 15212
Attention: Patricia Burkart, Chief Executive Officer

With a copy to: Buchanan Ingersoll & Rooney PC
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, Pennsylvania 15219-1410
Attention: Adam B. Diaz, Esquire

Any notice given in any of the foregoing manners shall be deemed delivered or received upon the date of actual delivery, if personally delivered; upon the date of delivery shown on the return receipt card, if sent by the certified mail of the United States Postal Service; or upon the date of delivery if sent by a nationally recognized overnight courier service. If any party wishes to change its address for notices under this Agreement, it must provide notice of such change in conformity with the first literary paragraph of this Section 5. Any correspondence not intended to have binding legal effect may be sent in any manner, including without limitation, electronic mail ("email"), facsimile transmission or by the regular mails of the United States Postal Service.

6. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania.

7. **Recordation.** This Agreement is intended to be recorded.

8. **Further Assurances.** The Parties hereby acknowledge and agree to execute and deliver any additional document(s) and instrument(s) and to perform such additional acts reasonable necessary and/or appropriate to effectuate the terms, provisions and conditions of this Agreement and all matters contemplated hereby.

9. **Assignment.** The Scouts may assign this Agreement or its rights hereunder, in whole or in part, without the consent of Sholler, but shall provide notice of such assignment to Sholler within thirty (30) days after the effective date of such assignment. Sholler shall not have the right to assign this Agreement or its rights hereunder, in whole or in part, without the prior written consent of the Scouts, which such consent may be withheld in the Scouts sole discretion.

10. **Binding Effect.** This Agreement and all terms and conditions thereof shall be binding upon and inure to the benefit of the all Parties, including the Sholler Parties and the Scouts Parties. This Agreement constitutes the entire agreement of the Parties and cannot be amended unless agreed to in writing executed by all Parties.

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[SIGNATURE PAGES FOLLOW]

