

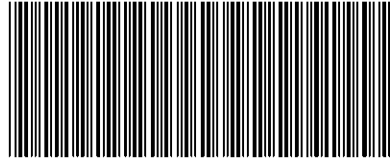
Lancaster County

Ann M. Hess
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6651769

RECORDED DATE: 12/14/2021 11:30:24 AM



4241510-0016H

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 14

Document Type: EASEMENT/RIGHT OF WAY
Transaction Reference: eSecureFile : 13594117
Document Reference:

Transaction #: 4035857 - 1 Doc(s)
Document Page Count: 13
Operator Id: tprice

RETURN TO: (Simplifile)
 Barley Snyder - WARWICK TOWNSHIP
 126 East King Street
 Lancaster, PA 17602
 (717) 399-1565

SUBMITTED BY:
 Barley Snyder - WARWICK TOWNSHIP
 126 East King Street
 Lancaster, PA 17602

*** PROPERTY DATA:**

Parcel ID #: 600

Municipality: WARWICK TOWNSHIP (100%)
 School District: WARWICK SD

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE:	
EASEMENT/RIGHT OF WAY	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
PA SURCHARGE #6548	\$40.25
EXTRA PAGE FEE	\$18.00
Total:	\$76.75

INSTRUMENT # : 6651769

RECORDED DATE: 12/14/2021 11:30:24 AM

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



Ann M. Hess
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

Prepared By/

Return to: Maria D. Elliott
Barley Snyder LLP
126 East King Street
Lancaster, PA 17602

Account No.: (600) 94387-0-0000 (Rothsville Road)
(600) 65113-0-0000 (391 Pin Oak Road)

EASEMENT AGREEMENT FOR WALKING TRAIL AND EMERGENCY GATE

This Easement Agreement for Walking Trail and Emergency Gate ("**Agreement**") dated October 28, 2021 sets forth the understanding between LUTHERCARE, a Pennsylvania non-profit corporation, ("**Luthercare**"), maintaining a business address at 600 East Main Street, Lititz, PA 17543 and LITITZ RESERVE UNIT OWNERS ASSOCIATION, a Pennsylvania non-profit corporation, having an address of 616 Paxton Place ("**Lititz Reserve**").

Suite 100A, Lititz, PA 17543

BACKGROUND

Luthercare is the owner of a certain tract of land along Rothsville Road in Warwick Township, County of Lancaster, Pennsylvania, having a Tax Account No. of (600) 94387-0-0000 ("**Luthercare Lot**"), which tract is part of Luthercare's senior living care retirement facility, known as Luther Acres, which encompasses several other adjoining properties owned by Luthercare ("**Luther Acres community**").

Lititz Reserve is the homeowner's association that owns and maintains the common area tract of land having an address of 691 Pin Oak Drive in Warwick Township, County of Lancaster, Pennsylvania, and a Tax Account No. of (600) 65113-0-0000 ("**Lititz Reserve Lot**") as well as such other common areas, such as walking trails, that are designated within the Lititz Reserve, a Townhome Planned Community ("**Lititz Reserve Planned Community**"). The Lititz Reserve Planned Community is a planned community that is adjacent to Luther Acres and is further described and shown in the Declaration of Covenants and Restrictions for Lititz Reserve, A Townhome Planned Community, recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, as Instrument No. 6151139, as amended from time to time.

The Lititz Reserve Lot adjoins the Luthercare Lot along the eastern boundary of the Luthercare Lot as shown on the site plan attached hereto and incorporated herein by reference as Exhibit A. The Lititz Reserve Lot is shown on the said site plan as Lot 190-F.

An emergency access road connects the parking lot on the Lititz Reserve Lot to the road located on Luthercare Lot known as Trinity Lane as shown on Exhibit A ("**Emergency Access Road**"). There currently exists bollards at the point where the Emergency Access Road on the Lititz Reserve Lot connects to the Luthercare Lot in order to limit vehicular traffic to emergency vehicles for emergency purposes only.

LutherCare desires that the bollards be replaced by an emergency gate controlled by card/badge readers that will be located on the LutherCare Lot as shown on the aerial photograph attached hereto and incorporated herein as Exhibit B (“Emergency Gate”). Lititz Reserve agrees to have said bollards removed and replaced with the Emergency Gate. As a result of the Emergency Gate being located near the border of the LutherCare Lot, LutherCare desires to obtain, and Lititz Reserve is willing to grant, an easement in order to perform the installation, operation and maintenance work on the Emergency Gate. Therefore, the parties desire to enter into this Agreement to set forth the terms and conditions regarding the removal of the bollards and the installation, operation, and maintenance of the Emergency Gate.

In addition, the parties desire to have each of their residents, employees, guests, and invitees use the walking trails on both of their respective properties and communities. Accordingly, the parties desire to grant cross easements to each other for the use of the walking trails on the properties and communities described herein. The parties further agree to have LutherCare install and maintain a portion of the walking trail on the Lititz Reserve Lot labeled as “Proposed 5’ Walk” as shown on Exhibit A for purposes of connecting the walking trails on each of their respective properties together.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Approval, Installation, and Maintenance of Emergency Gate.

(a) Lititz Reserve hereby approves of the removal of the bollards and the installation of the Emergency Gate as described herein and represents that such approval was obtained at a duly notified meeting of the unit owners of the Lititz Reserve Planned Community. LutherCare has also received approvals from Warwick Township (“Township”) and the Warwick Emergency Services Commission (“WESC”) as evidenced by their respective approval letters attached hereto and incorporated herein as Exhibit C.

(b) LutherCare shall be solely responsible, at its sole cost, for the installation, operation, maintenance, repair and replacement of the Emergency Gate, card/badge readers and any utility lines servicing said gate and readers, all of which will be located on the LutherCare Lot in the approximate locations as shown on Exhibit B.

(c) LutherCare shall provide badge/card readers for operating the Emergency Gate to (1) the appropriate personnel of the Township and WESC for access to the Emergency Access Road during emergencies; (2) any Luther Acres residents who live within the Lititz Reserve Planned Community to access the Luther Acres community; and (3) to such other authorized persons that LutherCare designates in its sole discretion.

2. Grant of Easement for Emergency Gate. Lititz Reserve hereby grants and conveys to LutherCare, its successors and assigns, for the benefit of the LutherCare Lot a perpetual, non-exclusive easement in, under, upon, about, over and through the Emergency Gate Easement area located on the Lititz Reserve Lot as shown on the site plan attached as Exhibit A for the purpose of accessing, installing, maintaining, repairing, replacing and operating the Emergency Gate by LutherCare and any of its personnel, contractors, and representatives

completing said work (the “**Emergency Gate Easement**”). Lititz Reserve shall continue to maintain, repair and replace, at its sole cost, the Emergency Road Access and other improvements located within the Emergency Gate Easement area and on the Lititz Reserve Lot, and Luthercare shall continue to maintain, repair and replace, at its sole cost, the Emergency Road Access and other improvements located on the Luthercare Lot. Both parties agree to abide by the requirements regarding maintenance of the Emergency Road Access and unobstructed access to the Emergency Gate as set forth in the WESC approval letter set forth in Exhibit C.

3. Grant of Cross Easements for Walking Trails and Maintenance.

(a) Lititz Reserve hereby grants and conveys to Luthercare, its successors and assigns, for the benefit of the Luthercare Lot a perpetual, non-exclusive easement in, under, upon, about, over and through such portion of the Lititz Reserve Lot shown as the Proposed 5’ Walk on the site plan attached as Exhibit A for the purpose of installing, maintaining, repairing, and replacing a paved walking trail by Luthercare and any of its personnel, contractors, and representatives completing said work, at Luthercare’s cost, within said easement area (“**Trail Connector**”). The Trail Connector connects the walking trails located within the Luthercare Lot and the Luther Acres community with the walking trails on the Lititz Reserve Lot and the Lititz Reserve Planned Community.

(b) Lititz Reserve hereby grants and conveys to Luthercare, its successors and assigns, a perpetual, non-exclusive easement in, under, upon, about, over and through such portions of the Lititz Reserve Lot and other portions of the Lititz Reserve Planned Community designated as walking trails by Lititz Reserve for the purpose of allowing Luthercare and its employees and residents of the Luther Acres community and their guests recreational pedestrian and bicycle passage and access on said walking trails. Lititz Reserve reserves the right in its sole discretion to close down all or certain portions of the said walking trails and to relocate them from time to time within the Lititz Reserve Planned Community and to promulgate rules and regulations for the use of such trails.

(c) Luthercare hereby grants and conveys to Lititz Reserve, its successors and assigns, a perpetual, non-exclusive easement in, under, upon, about, over and through such portions of the Luthercare Lot and other portions of the Luther Acres community designated as walking trails by Luthercare for the purpose of allowing the residents of the Lititz Reserve Planned Community and their guests recreational pedestrian and bicycle passage and access on said walking trails. Luthercare reserves the right in its sole discretion to close down all or certain portions of the said walking trails and to relocate them from time to time within the Luther Acres community and to promulgate rules and regulations for the use of such trails.

(d) Each of the parties shall maintain, repair and replace the walking trails on their own respective properties and communities, except that Luthercare shall maintain, repair, and replace the Trail Connector as further described above.

4. Non-Interference; Full Enjoyment. Neither party shall obstruct the easements described herein with parked vehicles, fences, gates (except for the Emergency Gate), buildings, structures, trees, shrubs, or other vegetation or impediments or otherwise interfere with the use and enjoyment of the easements by the parties except for the reservation rights set forth herein.

Except as stated herein, each of the parties shall have the full use and enjoyment of their respective properties.

5. Covenants Running with the Land. The rights and obligations hereby created shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns in interest to Luthercare Lot, the Luther Acres community, the Lititz Reserve Lot and the Lititz Reserve Planned Community.

6. Entire Agreement; Amendments. This Agreement represents the entire understanding by and between the parties, and there are no other terms, conditions, agreements, understandings, promises, or representations existing in this regard. This Agreement may not be altered, contradicted, or amended except by a writing dated subsequent hereto and executed by the parties or their respective representatives, successors or assigns, and recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania.

7. Effective Date. This Agreement shall become effective upon recording in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania.

8. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

9. Background and Paragraph Headings. The Background section is hereby incorporated into this Agreement as though fully referenced herein. Headings are for convenience of reference only and shall not constitute a part of this Agreement.

10. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

[signature page to follow]


IN WITNESS WHEREOF the parties have executed or caused this Agreement to be executed as of the day and year first written above.

Attest:

LUTHERCARE



Craig Stelly


By: 

Name: MATTHEW OATHOUT
Title: SVP, operations

LITITZ RESERVE UNIT OWNERS
ASSOCIATION, a Pennsylvania non-profit
corporation



Bette Ranck, Secretary

By: 

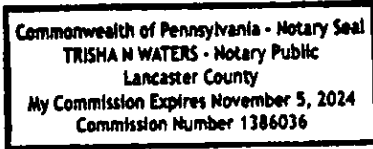
Name: Tom Caracelo
Title: President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LANCASTER :

On October 28, 2021, before me, the undersigned officer, personally appeared ~~Matthew Oathat, Thomas Caracio, Bette Ranck~~ who acknowledged him/herself to be the SVP of Operations of LUTHERCARE, a Pennsylvania non-profit 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 non-profit corporation by her/himself such officer.

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

Trisha N. Waters
Notary Public



COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LANCASTER :

On October 28, 2021, before me, the undersigned officer, personally appeared Tom Caracio / Bette Ranck, who acknowledged him/herself to be the President / Secretary of LITITZ RESERVE UNIT OWNERS ASSOCIATION, a Pennsylvania non-profit 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 non-profit corporation by her/himself such officer.

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

Trisha N. Waters
Notary Public

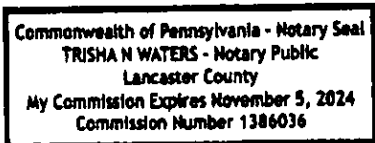


EXHIBIT A

Site Plan Showing Walking Trail Easement and Emergency Gate Easement

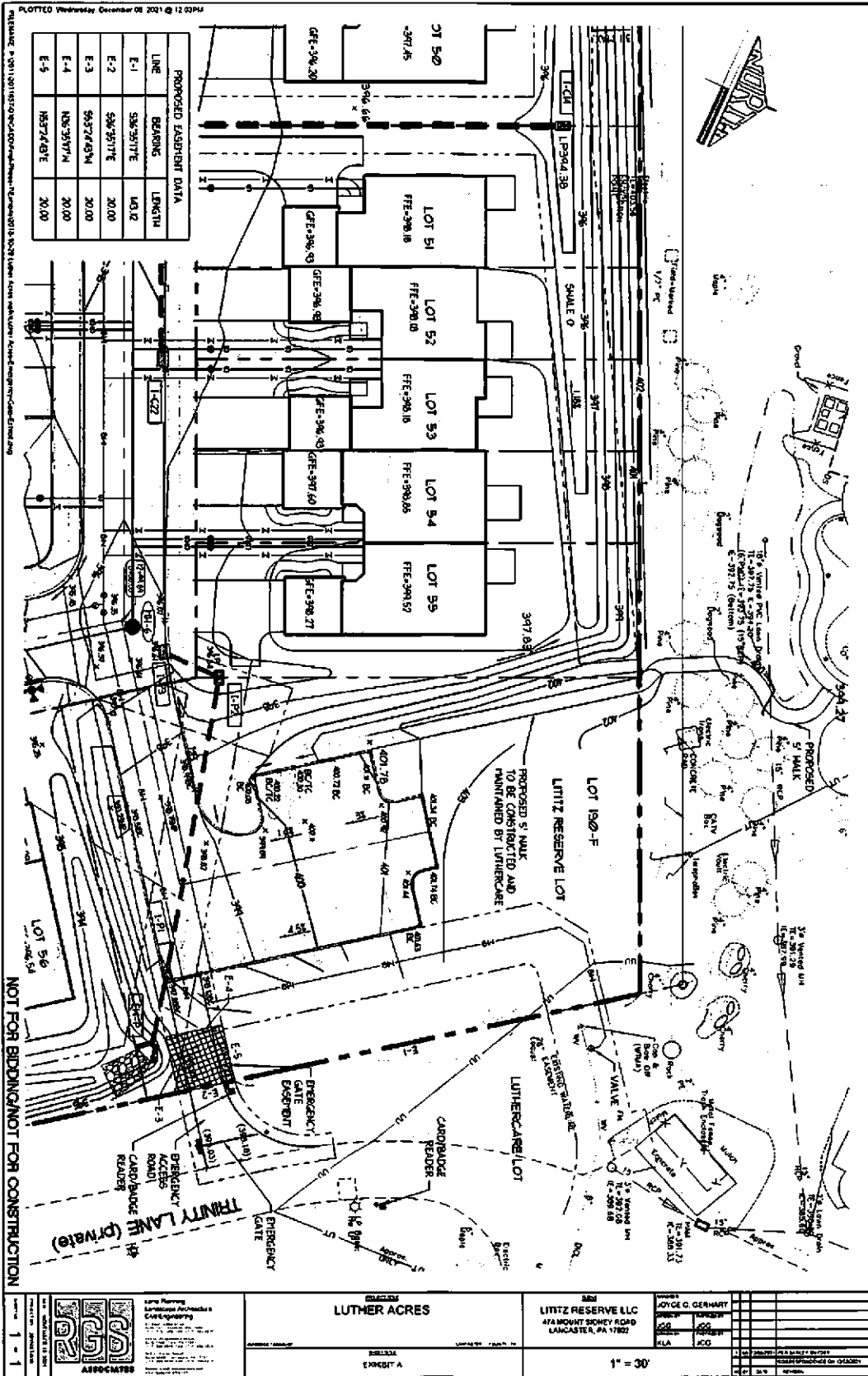
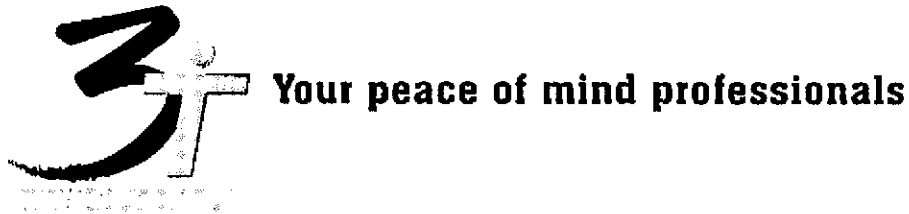
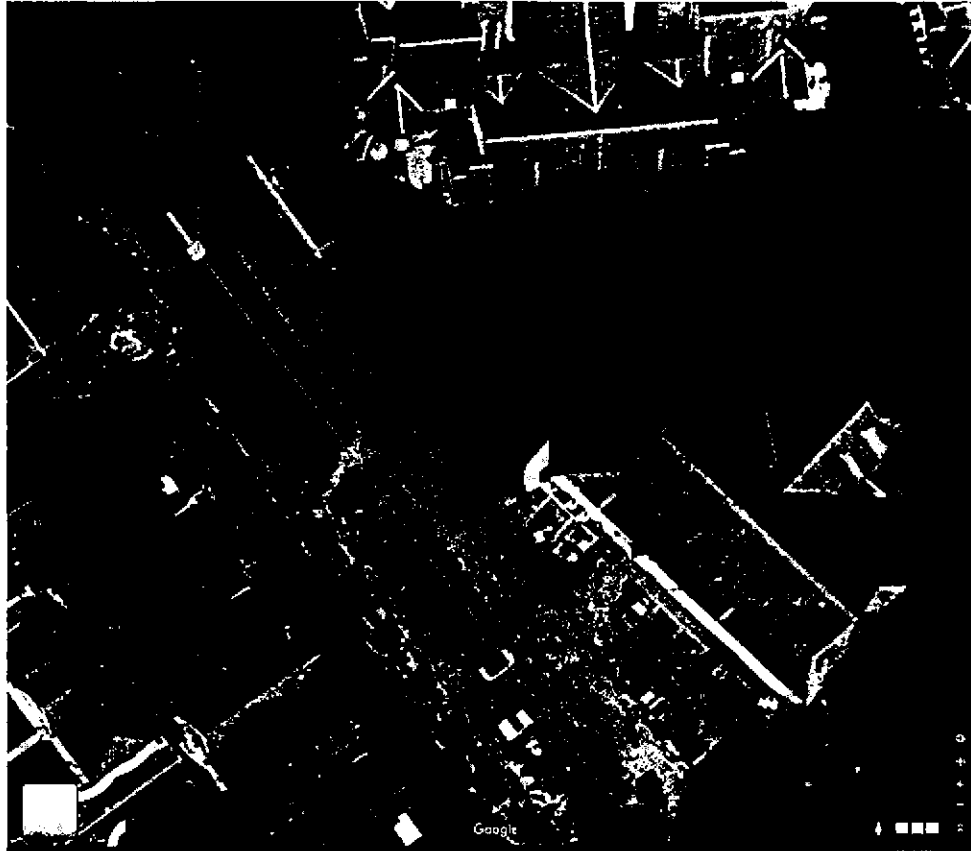


EXHIBIT B

Aerial Photograph Showing Location of Emergency Gate



Luther Acres Access Drive



- Blue Line – Underground Conduit Trench
- Blue Square – Card Reader Location
- Green/Orange Square – Swing Arm operator w/Orange line

EXHIBIT C
Approval Letters from Warwick Township and Warwick Emergency Services Commission

ADDRESS ALL CORRESPONDENCE TO:
WEBSITE: www.warwicktownship.org

TELEPHONE: (717) 626-8900
FAX: (717) 626-8901

WARWICK TOWNSHIP
315 Clay Road
P.O. Box 308
Lititz, PA 17543-0308
(Lancaster County)

October 8, 2021

Craig Shelly, Executive Director
Luther Acres
600 E. Main Street
Lititz, PA 17543

Re: Emergency Access Lane between Lititz Reserve and Luther Acres


Dear Mr. Shelly,

Warwick Township has received your request to replace the two emergency access road bollards, currently in place near the property line separating Lititz Reserve and Luther Acres at the end of Pin Oak Drive, with an electronic security gate. Based upon the approval of the electronic security gate from the Lititz Reserve Homeowners Association (HOA) Board and Duane Ober, WESC Fire Commissioner, the Township also approves your request for this change.

You may proceed with moving forward with the installation of the electronic security gate. Please provide the Township with proof of the electrical inspection of the electronic security gate after that has been completed.

You may contact the Warwick Township Office between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday if you have any questions on this matter.

Sincerely,


Billy Clauser
Township Planner

cc: Property Records File





Warwick Emergency Services Commission

Representing Elizabeth Township, Lititz Borough and Warwick Township
Lancaster County, Pennsylvania
www.warwicktownship.org/wesc

315 Clay Road • Lititz, PA 17543 • (717) 626-8900 ext. 144

August 5, 2021

RE: Emergency Access Lane between Luther Acres and Lititz Reserve

To Whom it May Concern,

I have been in communication with Craig Shelley, Executive Director of Luther Acres, about the installation of a security gate, which is proposed to replace the bollards in the emergency access lane between Luther Acres and Lititz Reserve. I also met with Craig on-site on June 28, 2021, to review the proposed location and to review emergency services access.

I confirmed to him that removing the bollards to install a security gate at this location will not hinder emergency services access. This is dependent upon following the requirements of the WESC Regional Fire Protection Guide, specifically, the following conditions:

- Access from the Luther Acres and Lititz Reserve sides of the gate is required to allow proper turning movement into the point of entry of the gate, including "no parking" in this area, driveway is properly maintained, no snow or other debris permitted to be piled nearby, etc.
- Access for emergency services vehicles through the gate will be electronically controlled by siren activation from the vehicles. Once the gate is installed, it must be verified by some or all the local emergency services for compliance.

Thank you. If there are any questions, I can be reached by email or phone (below).

A handwritten signature in black ink, appearing to read "Duane Ober".

Duane Ober
WESC Fire Commissioner
dober@warwicktownship.org
(717) 224-0114

Bridgeton Fire Co. & Ambulance • Brunsville Fire Co. • Lititz Fire Co. # 1 • Rothsville Volunteer Fire Co. & Ambulance • Warwick EMS • Northwest EMS



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

1830019105

REALTY TRANSFER TAX STATEMENT OF VALUE COMPLETE EACH SECTION

RECORDER'S USE ONLY table with fields: State Tax Paid (\$0.00), Book, Page, Instrument Number (6651769), Date Recorded (12/14/2021 11:30:24 AM)

SECTION I TRANSFER DATA

Table with transfer data: Date of Acceptance (10/28/2021), Grantor(s) (LutherCare), Grantee(s) (Lititz Reserve Unit Owners Association), Mailing Address (600 E. Main St. vs 616 Paxton Place, Suite 100A), City (Lititz), State (PA), ZIP Code (17543)

SECTION II REAL ESTATE LOCATION

Table with real estate location: Street Address (Easement - Rothsville Rd./391 Pin Oak Rd.), City/Township/Borough (Warwick Township), County (Lancaster County), School District (Warwick S.D.), Tax Parcel Number (600-94387-0-0000 and 600-65113-0-0000)

SECTION III VALUATION DATA

Table with valuation data: Was transaction part of an assignment or relocation? (NO), 1. Actual Cash Consideration (0.00), 2. Other Consideration (+ 0.00), 3. Total Consideration (= 0.00), 4. County Assessed Value (NOT SEPARATELY ASSESSED), 5. Common Level Ratio Factor (x 1.28), 6. Computed Value (= NOT SEPARATELY ASSESSED)

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

Table with exemption data: 1a. Amount of Exemption Claimed (100%), 1b. Percentage of Grantor's Interest in Real Estate (100%), 1c. Percentage of Grantor's Interest Conveyed (100%)

- 2. Check Appropriate Box Below for Exemption Claimed.
 Will or intestate succession.
 Transfer to a trust.
 Transfer from a trust.
 Transfer between principal and agent/straw party.
 Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation.
 Transfer from mortgagor to a holder of a mortgage in default.
 Corrective or confirmatory deed.
 Statutory corporate consolidation, merger or division.
 Other (Provide a detailed explanation of exemption claimed. if more space is needed attach additional sheets.)
Easement Agreement for no consideration

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

Table with correspondent information: Name (Maria Di Stravolo Elliott, Esquire - Barley Snyder LLP), Telephone Number ((717) 399-1517), Mailing Address (126 E. King St.), City (Lancaster), State (PA), ZIP Code (17602)

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.
Signature of Correspondent or Responsible Party: [Signature] Date: 12/14/21

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



1830019105

1830019105