

**THESE TWO FORMS NEED TO BE
NOTARIZED AND SIGNED BY THE
OWNER OF THE PROPERTY**

**THE FORMS NEED TO BE
RECORDED WITH THE RECORDER
OF DEEDS IN DOYLESTOWN**

**THE PHONE NUMBER FOR
RECORDER OF DEEDS IS
215-348-6209**

**WE NEED THE BOOK & PAGE
NUMBER AND A COPY OF THE
RECEIPT FROM THE RECORDER OF
DEEDS**

AGREEMENT

THIS AGREEMENT made the _____ day of _____ month, 2000__ is
between

(Name(s) of Property Owner(s))

(hereinafter referred to as "Resident") and MIDDLETOWN TOWNSHIP, a political subdivision of the Commonwealth of Pennsylvania (hereinafter referred to as "Township").

WHEREAS, Township has been granted a utility easement on and over the land of the Resident located at _____,
(Address and Tax Parcel Number)

(hereinafter, "the Lands" or "the Property"); and,

WHEREAS, Resident desires to secure a permit for the purpose of erecting a structure on Lands contained within the above-mentioned easement; as shown on the attached Exhibit "A"; and,

WHEREAS, Resident is fully aware that Township, as holder of the easement, has the right, power and authority to prevent the utilization of this easement for building purposes; and,

WHEREAS, Resident is fully aware that the granting of this permit in no way limits the rights of Township in said easement, and should access to said easement be necessary, Resident will be responsible for removing the structure from the easement area.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, that Resident for and in consideration of the granting of a permit to build upon said easement, agrees to remove, at Resident's own cost and expense, any and all structures which have been placed in the utility easement located upon Resident's Property. Said removal is to be performed by or on behalf of the Resident within twenty-four (24) hours of Notice from the Township. Resident understands and agrees that actual notice may not be possible and that delivery to the Resident's Property, as indicated above, of a writing directing removal of the structure shall be sufficient for notice purposes under this Agreement. Resident further agrees that if the structure continues to exist upon the easement twenty-four (24) hours from the time notice as aforesaid is served upon Resident, the Township may proceed to remove any and all structures from the easement and charge to Resident all costs associated with the removal of the structure. If the Resident fails to pay the costs of removal of the structure to the Township, the Township may proceed to recover said sums in any manner authorized by law.

The Resident hereby releases the Township from any liability for injury to person or property arising out of the Township's removal of the structure that had existed upon the easement. It is further agreed that Resident, for and in consideration of said permit does hereby remiss, release, waive and forever discharge Township, of and from all, and all manner of, actions and causes of actions, suits, debts, dues, accounts, bonds, covenants, judgments, claims and demands whatsoever in law or in equity which may arise from the necessity of Township having to enter upon the easement for the construction, maintenance, repair or use of any utility located in said easement, and/or for the removal of the structure located within the easement, which Resident, its heirs, executors, administrators, successors or assigns, or any of them, shall or may have in the future, for or by reasons of the cause above listed.

The provisions hereof shall inure to and be binding upon the heirs, executors, administrators, devisees, successors and assigns as the case may be, or the parties hereto and shall be covenants running with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

(Resident's Signature)

(Resident's Signature)

COMMONWEALTH OF PENNSYLVANIA :

: ss

COUNTY OF BUCKS :

On this _____ day of _____, 200__, before me,
the undersigned officer, personally appeared _____

(Name of Owner(s))

who acknowledges himself/herself to be the person in this Agreement, who as such executed the foregoing
instrument for the purposes contained therein by signing his/her name to the foregoing instrument.

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

Notary Public

My Commission Expires: