

RESOLUTION No. 2009-14

A RESOLUTION OF THE COUNCIL OF THE CITY OF COATESVILLE, CHESTER COUNTY, PENNSYLVANIA, AUTHORIZING THE CITY OF COATESVILLE TO ENTER INTO AN EASEMENT AGREEMENT BETWEEN THE REDEVELOPMENT AUTHORITY OF THE CITY OF COATESVILLE AND THE CITY OF COATESVILLE

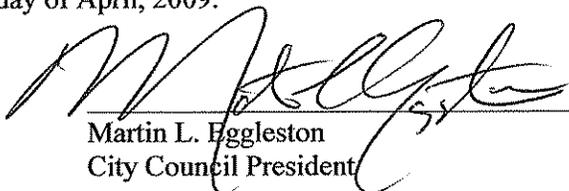
WHEREAS, the City of Coatesville is a Home Rule Charter Third Class City in the Commonwealth of Pennsylvania; and

WHEREAS, the Redevelopment Authority of the City of Coatesville, by majority action of the Redevelopment Authority of the City of Coatesville taken on March 23, 2009, approved the grant and conveyance of an easement and right-of-way to the City of Coatesville in order to permit to construct and maintain the "River Walk" project.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Coatesville hereby resolved by authority of the same, that the City Manager be authorized and directed to sign the attached Easement Agreement.

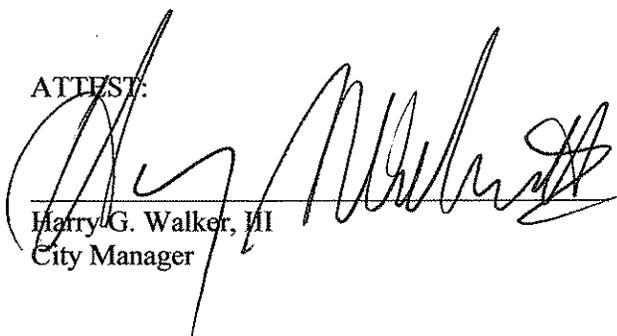
IN WITNESS THEREOF, the Council of the City of Coatesville hereby authorizes the execution and attestation of this resolution.

RESOLVED AND ENACTED, this 27th day of April, 2009.



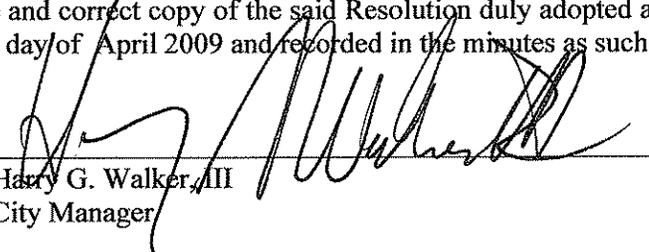
Martin L. Eggleston
City Council President

ATTEST:



Harry G. Walker, III
City Manager

I HEREBY CERTIFY that the foregoing is a true and correct copy of the said Resolution duly adopted at a regular meeting of City Council held on the 27th day of April 2009 and recorded in the minutes as such.



Harry G. Walker, III
City Manager

**PREPARED BY AND RETURN TO
LAW OFFICE OF PATRICK C. O'DONNELL
32 South Church Street
West Chester, PA 19382-3221
Chester County UPI Nos. 16-5-16; 16-5-17; 16-5-18; 16-5-18.1; 38-3-30**

EASEMENT AGREEMENT

THIS AGREEMENT, made this 4th day of March, 2009, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF COATESVILLE** (hereinafter collectively called "Grantor") and the **CITY OF COATESVILLE, CHESTER COUNTY, PENNSYLVANIA**, (hereinafter collectively called "Grantee").

BACKGROUND

Grantor is the owner of parcels of land located in the City of Coatesville and in Valley Township, Chester County, Pennsylvania designated UPI Number 16-5-16; UPI Number 16-5-17; UPI Number 16-5-18; UPI Number 16-5-18.1; and UPI Number 38-3-30.

Grantee is the City of Coatesville which wishes to construct and maintain a "River Walk" as shown on the attached Exhibit.

GRANT and AGREEMENT

NOW, THEREFORE, for and in return for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Grantor does hereby grant and convey to Grantee an easement and right-of-way as shown on the attached Exhibit in order to permit the Grantee to construct and maintain the "River Walk" as shown thereon.

The easement granted hereunder includes the right of the Grantee to construct and maintain a ten (10') foot wide "River Walk" as shown on the attached Exhibit. The "River Walk" is a paved path for pedestrian walking, jogging, biking, and so forth. In addition to the ten (10') foot wide "River Walk", included in the Grant of Easement is a landscape buffer of fifty (50') feet on the west side of the path. Also included is a landscape buffer on the east side of the path which varies in depth and is the area between the path and the West Branch of the Brandywine Creek. The Grantee has the right of access to the buffer area both to maintain or enhance the buffer area, but also to use that area for the purposes of maintaining, rehabilitating, constructing or reconstructing the "River Walk". Should the Grantee decide that the paving needs to be expanded, then it shall have the right to do so within the confines of the landscape buffers.

The Grant of Easement is subject to the following terms and conditions:

1. Grantee, its successors and assigns, shall bear the cost of and responsibility for any maintenance, repair, replacement or other activity to or upon the easement area and walking surface, and shall be responsible for any snow, ice or obstruction removal, and shall otherwise be responsible for the safe condition of the path and adjacent area.
2. The easement area may be used for access by the Grantee and Grantee's successors and assigns, and by invitees, visitors, guests, the public or any other person or vehicle lawfully entering or exiting the Grantee's premises.
3. This is a non-exclusive easement. Grantor retains use of the easement area, but only in such a way as not to interfere with the use of Grantee or Grantee's successors and assigns. Neither the Grantor nor anyone operating under the auspices of the Grantor shall unreasonably interfere with the use of the easement or with visibility from the easement on to the adjacent areas.
4. If the parties cannot agree with respect to any matter subject to this Grant and Agreement, then the parties shall first seek to mediate the dispute by the use of an independent trained mediator acceptable to the parties. If that does not resolve the matter, the dispute shall be submitted to binding, unappealable arbitration in accordance with the Uniform Arbitration Act, 42 Pa. C.S.A. §7301-7320, as amended, or any similar successor act. The non-prevailing party or parties shall be liable for the cost of the arbitration proceeding.

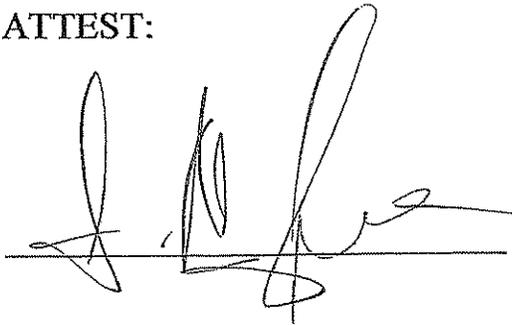
5. This Agreement shall run in perpetuity and be binding upon and inure to the benefit of the Grantor and Grantee and their respective successors and assigns.

6. This Agreement may not be amended, except in writing, and signed by all of the owners of the parcels. No amendment of this Agreement shall be effective unless it is recorded.

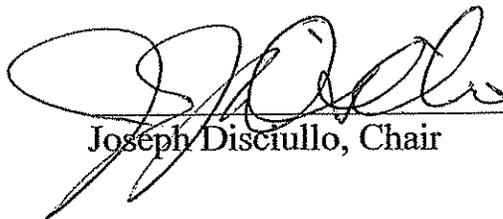
7. Grantee hereby agrees to indemnify, save and hold harmless Grantor and Grantor's Board, staff, agents, and employees, from and against any liability of any nature arising out of Grantee's use of the premises, the construction and maintenance thereon of the "River Walk", and the use of same including the buffered areas, by the public or others. Grantee further agrees to maintain adequate liability insurance protecting Grantor from any claim arising out of the use of the "River Walk", and to name Grantor as an additional insured on policies with respect to same.

IN WITNESS WHEREOF, Grantor does hereby grant and Grantee does hereby accept the Easement and Agreement set forth above, subject to the conditions therein, as executed on the day and year first above written.

ATTEST:

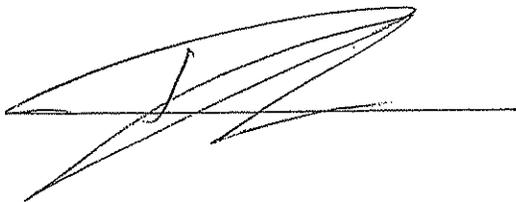


REDEVELOPMENT AUTHORITY OF
THE CITY OF COATESVILLE

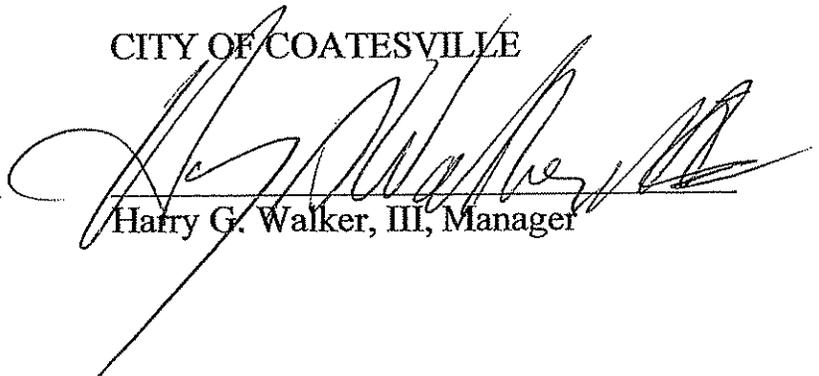


Joseph Disciullo, Chair

ATTEST:



CITY OF COATESVILLE



Harry G. Walker, III, Manager