

**Recorded by/Return to:**

James L. Broughal, Esquire  
Broughal & DeVito, L.L.P.  
38 West Market Street  
Bethlehem, PA 18018  
**Parcel I.D. No.: M6 -2 - 3**

**EASEMENT AGREEMENT  
(WATER LINE)**

**THIS EASEMENT AGREEMENT** (this Agreement) made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, is by and between, Terminal Logistics II Mid-Atlantic SPE, LLC, a Foreign LLC with an address of 201 West Street, Annapolis, MD 21401-4654 ( “Grantor”), and **BETHLEHEM AUTHORITY**, a municipal authority with offices at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania 18018 (“Grantee”).

**WITNESSETH:**

- A. Grantor is the owner of certain real estate located in Bethlehem Township, Northampton County, Pennsylvania, as described in a Deed recorded in the recorder of Deeds Office at Northampton County, Pennsylvania, in Deed Book Volume 2021 -1, Page 017355, a/k/a Tax I.D. M6 -2 - 3 (the “Grantor’s Land”).
- B. Grantee desires to construct and maintain a public water utility line (“Facilities”), located under a portion of Grantor’s Land, as more specifically set forth herein.
- C. Grantor desires to provide Grantee, its successors, assigns, agents, servants, workers and employees as well as the workers and employees of the City of Bethlehem, the right to utilize a portion of the Grantor’s Land for the construction, maintenance, repair and operation of the Facilities under Grantor’s Land as described herein.

**NOW THEREFORE**, the parties hereto, in consideration of ONE DOLLAR (\$1.00) and the mutual promises and covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants, declares, bargains and conveys to the Grantee, its successors, assigns, agents, servants, workers, employees, licensees and invitees,

as well as the agents, workers and employees of the City of Bethlehem, an easement, in common with Grantor, its successors and assigns, on, upon, under and over a portion of Grantor's Lands as more particularly described in Exhibit A (the "Facilities Easement Area") for the limited purpose of installing, maintaining, repairing, replacing and using the Facilities, at the sole cost and expense of Grantee. Grantee shall also have a reasonable right of ingress and egress to and from the Facilities Easement Area, with vehicles, equipment and personnel, in order to exercise such easement rights as described in the preceding sentence. Grantee shall conduct all such work in accordance with sound engineering practices and all applicable laws, rules, regulations and requirements. The Facilities shall be the sole and exclusive property of Grantee.

2. **Term of Easement.** The term of the easement shall be perpetual.

3. **Indemnification.** Grantee does hereby agree to indemnify, defend and hold Grantor harmless from any and all costs, expenses, liability and damage claim suits, including, without limitation, reasonable attorneys' fees and court costs, suffered or incurred by Grantor, its affiliates or principals, officers, agents and employees caused by Grantee's exercise of the easement rights set forth herein, unless arising from Grantor's negligence, gross negligence or willful misconduct. Grantor shall promptly advise Grantee in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Grantee, at Grantee's expense, shall assume on behalf of Grantor and conduct with due diligence and in good faith the defense thereof with counsel selected by Grantee and approved by Grantor, such approval not to be unreasonably withheld. Such notice to and demand upon Grantee shall not be binding upon Grantee where its due diligence and investigation fail to establish to Grantee's satisfaction that the items and losses to be indemnified were caused by Grantee's or the City of Bethlehem's exercise of the easement rights. In the event of disagreement, the parties may resort to remedies at law, including an action alleging breach and seeking enforcement of the preceding

4. **Grantee's Exercise of Easement Rights.** Grantee covenants and agrees that Grantee shall use commercially reasonable efforts to avoid causing any damage to, or interference with, and to minimize any disruption or inconvenience to Grantor and its successors in connection with the easement rights granted in this Agreement. Grantee further covenants and agrees that it shall immediately repair, at its sole cost, any damage to Grantor's Land caused by Grantee's exercise of the rights herein, and shall return the surface of the Facilities Easement Area to the same condition that existed prior to Grantee's exercise of the rights provided for herein, to the extent practical.

5. **Obstructions.** Neither Grantor nor Grantee shall construct any above ground structures or additional improvements on the Facilities Easement Area.

6. **Liens.** Grantee shall not permit any claim, lien or other encumbrance arising from Grantee's exercise of the easement rights provided in this Agreement to accrue against or attach to Grantor's Land. Grantee agrees to cause any such lien to be promptly released and removed of record, at Grantee's expense. If Grantee fails to have such lien promptly removed, Grantee agrees to indemnify Grantor for any costs, expenses, liability and claims incurred in releasing any such lien.

7. **Easement to Run With the Land.** This Agreement and the covenants and agreements contained herein and the benefits, burdens, rights and obligations hereby executed shall run with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors and assigns.

8. **Recordation of Easement.** Upon execution by Grantor and Grantee, this Agreement may be recorded by the Grantee in the Office of the Recorder of Deeds in and for Northampton County, Pennsylvania, and the recording information provided to Grantor.

9. **Governing Law.** The Agreement shall be construed, interpreted and applied in accordance with the law of the Commonwealth of Pennsylvania.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have executed this Agreement under seal as of the date first above written.

**GRANTOR:**

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

**GRANTEE:**

**BETHLEHEM AUTHORITY**

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_



Exhibit “A”

Easement Area

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