

## EASEMENT AND OPERATIONS AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the following parties: \_\_\_\_\_, (hereinafter referred to as "Grantor(s)"), and the Township of Rush, a 2nd Class Township and political subdivision of the Commonwealth of Pennsylvania, with an office address of 104 Mahanoy Avenue, Tamaqua, County of Schuylkill, Commonwealth of Pennsylvania (hereinafter "Township"); and

WHEREAS, Grantor(s) is/are the owner(s) of certain property situated in the Township, having acquired said property by virtue of a deed dated \_\_\_\_\_ and recorded in the Schuylkill County Recorder of Deeds Office in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, and said property is further identified by the Schuylkill County Tax Assessment Office as Tax Parcel Number \_\_\_\_\_ (hereinafter "Subject Property"); and

WHEREAS, Township owns, operates, and maintains a certain sewage collection and conveyance system and related facilities for the disposal of sanitary sewage wastes emanating from residences located within the Township, including the Subject Property; and

WHEREAS, the parties mutually desire that a Grinder Pump Unit and related appurtenances and a Discharge Line be installed on the Subject Property to aid in the flowing of sewage discharge from a structure/residence erected or to be erected on the Subject Property to the system operated by the Township; and

WHEREAS, a Grinder Pump Unit is a device used to effectuate the flow of sewage discharged from a structure to a sewage collection system, and consists of a tank, the grinder pump, a control panel, a check valve, a curb stop, a valve box and a wet tap saddle; and

WHEREAS, the Grinder Pump Unit is connected to a Building Sewer, which is the pipe running from the structure or residence to the Grinder Pump Unit, and to a Discharge Line, which is the pipe running from the tank of the Grinder Pump Unit through the check valve, the curb stop and the wet tap saddle to the sewage collection system; and

WHEREAS, since the Subject Property is benefited by the existence of the Grinder Pump Unit in that it helps bring the Grantor(s) property into compliance with all applicable laws, rules and regulations concerning the discharge of sewage, and the Township is undertaking certain responsibilities with respect to the Grinder Pump Unit or the component parts thereof, the Grantor(s) wish(es) to grant to the Township a non-exclusive easement allowing the Township and its designated agents to enter upon the Subject Property; and

WHEREAS, Township is benefited by the existence of the Grinder Pump Unit on the Subject Property in that the Township is benefited when sewage discharged within the Township is discharged in the cleanest and most efficient way causing the least adverse effect upon the health of the entire community;

NOW, THEREFORE, in consideration of \$1.00, receipt of which is acknowledged, and other good and valuable consideration as stated more fully above, the parties' hereby agree as follows:

1. Grantor(s) hereby convey(s) to Township a non-exclusive easement on, in and over the Subject Property for the Township's designated agents to enter upon the Subject Property to inspect the installation of the Grinder Pump Unit and Discharge Line performed by the Grantor(s), and to perform the periodic inspection and maintenance and repair of the grinder pump and control panel, consistent with the remainder of this Agreement. The precise location of the Grinder Pump Unit and related appurtenances is yet to be determined, but the parties agree that the easement created by this Instrument shall be no more than thirty (30') feet in total width and length from the centerline of the Grinder Pump Unit as installed, and not more than ten (10') feet on each side from the centerline of the Discharge Line as installed as it extends from the Grinder Pump Unit to the street right-of-way or to the sewer main easement, as the case may be, and not more than five (5') feet on each side from the centerline of the electrical control wiring extending from the Grinder Pump Unit to the control panel to be mounted on the structure, and the approximate location of the Grinder Pump Unit is shown on the location map attached to this Agreement as Exhibit A.

2. Grantor(s) agree(s) to pay the Township the sum of (check one)

\_\_\_\_\_ \$4,425.00 for Model DH071-74 with an inlet invert depth of 36", or  
\_\_\_\_\_ \$4,475.00 for Model DH071-93 with an inlet invert depth of 55", or  
\_\_\_\_\_ \$5,015.00 for Model DH071-124 with an inlet invert depth of 86"

for providing the above checked Grinder Pump Unit as chosen by the Grantor(s), comprised of the grinder pump tank and grinder pump, control panel, check valve, curb stop, valve box and wet tap saddle. The Township agrees to provide, upon full payment by the Grantor(s), the Grinder Pump Unit checked above.

3. Grantor(s) agree(s) to exclusively utilize items provided by the Township pursuant to Paragraph #2 above for the installation of the Grinder Pump Unit. Substitutions during construction, maintenance or repair shall only be permitted upon approval by the Township.

4. Grantor(s) agree(s) to construct and install the Grinder Pump Unit and Discharge Line from the Grinder Pump Unit to the sanitary sewer main, together with all appurtenances, in conformance to the rules and regulations of Rush Township in effect at the time (currently regulated by Resolution 2017-21).

5. Grantor(s) agree(s) to maintain and repair (including replacement costs) the tank, the check valve, the curb stop, the valve box, the wet tap saddle and all other parts or portions of the Grinder Pump Unit other than the grinder pump and the control panel, and agree(s) to maintain and repair (including replacement costs) the Discharge Line.

6. Grantor(s) agree(s) to provide the required electrical power source to the control panel.

7. Grantor(s) agree(s) to install and connect the Building Sewer to the Grinder Pump Unit, and to maintain and repair (including necessary replacement of) the Building Sewer.

8. Grantor(s) agree(s) not to build or erect any structure in, over, or upon the area wherein an easement has been granted to Township by Paragraph 1 of this Agreement.

9. Grantor(s) agree(s) to notify Township of the failure of the grinder pump or the control panel to function properly immediately upon the discovery thereof, and to cease or limit discharge of sewage to the Grinder Pump Unit until the repair of the grinder pump or control panel by Township.

10. Grantor(s) agree(s) to notify Township in advance of any repairs to be performed by Grantor(s) under Paragraphs 4 or 5 of this Agreement.

11. Grantor(s) agree(s) to obtain approval from Township, which shall not be unreasonably withheld, for the relocation of the Grinder Pump Unit once installed.

12. Township agrees to periodically inspect and maintain and repair the grinder pump and control panel, which includes replacement costs if a new grinder pump or control panel is necessary provided the grinder pump or control panel were not damaged by the negligence or wilful conduct of Grantor(s), but does not agree to periodically inspect and maintain and repair the remainder of the Grinder Pump Unit or the Discharge Line for which maintenance and repair and replacement responsibilities shall be the obligation of Grantor(s).

13. This Easement and Operations Agreement shall be filed with the Schuylkill County Recorder of Deeds Office as an easement running with the land of the Grantor(s), with its terms forever enforceable against the Grantor(s) and his/her/their successors in interest.

In witness whereof, the parties have caused this Easement and Operations Agreement to be duly executed the day and year first above written.

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Printed Name:  
RUSH TOWNSHIP

(Note: All parcel owners must execute this agreement as a Grantor)

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF SCHUYLKILL :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in  
and for said County and State personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within Easement and  
Operations Agreement and acknowledged that he/she executed the same for the purposes therein  
contained.

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

\_\_\_\_\_  
Notary Public

(One form to be completed by Notary Public witnessing each Grantor signature on Page 3)



(For Township Use Only)

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF SCHUYLKILL :

On this, the         day of                     , 20\_\_\_\_\_, before me, a Notary Public in and for said County and State personally appeared \_\_\_\_\_, of the Board of Supervisors of Rush Township, known to me (or satisfactorily proven) to be the person described in the foregoing Easement and Operations Agreement, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public