CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9774 **DATE** 4-26-24

TITLE

RESOLUTION APPROVING AN EASEMENT AGREEMENT FOR THE SUSQUEHANNA RIVER WALK TRAIL EXTENSION PROJECT AT WEST THIRD STREET, TAX PARCEL NO. 67-001-101, BETWEEN THE CITY OF WILLIAMSPORT AND THE COUNTY OF LYCOMING

WHEREAS, the City of Williamsport owns certain real property located at West Third Street, known for identification purposes as Lycoming County Tax Parcel No. 67-001-101;

WHEREAS, the County of Lycoming desires to obtain a permanent trail easement and a temporary construction easement across the City's property for the Susquehanna River Walk Trail Extension Project;

WHEREAS, the City of Williamsport desires to grant these easements to promote public use and enjoyment of the trail;

BE IT HEREBY RESOLVED by the City Council of the City of Williamsport that the Trail Easement Agreement, as detailed in the document attached, between the City of Williamsport and the County of Lycoming, is hereby approved;

BE IT FURTHER RESOLVED, that the Mayor and City Controller are hereby authorized to execute the Agreement, and to sign such documents that are appropriate and necessary in furtherance of the intent of this Resolution.

Approved

City Clerk

President

ZONING ADMINISTRATOR
BUREAU OF CODES
CITY OF WILLIAMSPORT

Memorandum

To: Adam Yoder, Council President and members of City Council

CC: Derek Slaughter, Mayor,

From: Gary Knarr, Zoning Administrator

Date: April 18, 2024

Re: Resolution SRWE-W Third St-67-001-101

Lycoming County is working to extend the Susquehanna River Walk. This new segment of trail will extend west from its current terminus at Maynard Street and will provide a connection to the Lycoming Creek Bikeway, the center of the Newberry community, Susquehanna State Park, and the Reach Road Park and Ride. This additional trail segment will broaden access to a key recreational amenity of the greater Williamsport community. These are necessary easements to accomplish

See attached.

Please review for the City Council meeting on April 25, 2024

CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION #_____ **DATE** _____

TITLE

TRAIL EASEMENT AGREEMENT
SUSQUEHANNA RIVER WALK TRAIL EXTENSION

THIS TRAIL EASEMENT AGREEMENT made this _____ day of _____, 2024, by and between:

CITY OF WILLIAMSPORT, a Third Class City organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 100 West Third, Street, City of Williamsport, County of Lycoming, Commonwealth of Pennsylvania ("Grantor");

– AND –

COUNTY OF LYCOMING, a Fifth Class County organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 48 West Third Street, City of Williamsport, County of Lycoming, Commonwealth of Pennsylvania ("Grantee").

– BACKGROUND –

WHEREAS, Grantor is the owner of certain real property located on West Third Street in the City of Williamsport, County of Lycoming, Commonwealth of Pennsylvania, known for identification purposes only as Lycoming County Tax Parcel No. 67-001-101 ("Grantor's Property"):

WHEREAS, Grantee desires to obtain a permanent trail easement from Grantor across Grantor's Property in connection with the Susquehanna River Walk Trail Extension Project ("Project");

WHEREAS, Grantee desires to obtain a temporary construction easement from Grantor to aid and facilitate with the construction of the Project;

WHEREAS, Grantor desires to grant Grantee the aforementioned easements as more specifically described herein in furtherance of the Project;

WHEREAS, the Parties agree that this Trail Easement Agreement ("Agreement") properly sets forth and memorializes the easements granted by Grantor to Grantee in furtherance of the Project and sets forth the terms and conditions applicable to said easements.

Approved

City Clerk

President

NOW, THEREFORE, intending to be legally bound and to so bind their respective successors and assigns and incorporating the recitals hereinabove set forth by reference, the Parties hereto agree as follows.

THAT the undersigned Grantor, in consideration of the sum of One and 00/100 Dollars ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey unto Grantee, its successors, and assigns, easements together with the rights and privileges hereinafter set forth, upon, over, under, and across the following described premises:

Permanent Easement:

BEGINNING at the north-east corner of the cement pad on the east side of the abandoned railroad bridge, thence heading North 01 degrees, 14 minutes, 44.90 seconds West (N 01° 14' 44.90" W), fourteen and thirty-one hundredths feet (14.31') to a point and place of beginning (P.O.B.), thence the following thirteen (13) courses and distances.

1. North 77 degrees, 18 minutes, 02.33 seconds East (N 77° 18' 02.33" E), twenty feet (20.00') (L1), to a point (P1).

2. South 13 degrees, 03 minutes, 37.89 seconds East (S 13° 03' 37.89" E), thirty-four and fifty-five hundredths feet (L2), to a point (P2).
3. South 78 degrees, 47.97 seconds West (S 78° 00' 47.97" W), three hundred forty-nine and ten hundredths feet (349.10') (L3), to a point (P3).
4. South 15 degrees, 06 minutes, 27.03 seconds East (S 15° 06' 27.69" E), forty-seven and sixty-nine hundredths feet (47.69') (L4), to a point (P4).
5. South 77 degrees, 39 minutes, 42.46 seconds West (S 77° 39' 42.46" W), sixteen and two hundredths feet (16.02') (L5), to a point (P5).
6. North 15 degrees, 06 minutes, 27.03 seconds West (N 15° 06' 27.03" W), forty-eight and ten hundredths feet (48.10') (L6), to a point (P6).
7. South 79 degrees, 50 minutes, 56.80 seconds West (S 79° 50' 56.80" W), one hundred fifty-three and twenty-two hundredths feet (153.22') (L7), to a point (P7).
8. South 77 degrees, 40 minutes, 53.89 seconds West (S 77° 40' 53.89" W), six hundred seventy-two and twenty-two hundredths feet (672.22') (L8).
9. North 35 degrees, 53 minutes, two.54 seconds West (N 35° 53' 02.54" W), twenty-one and eighty-two hundredths feet (21.82') (L9), to a point (P9).
10. North 77 degrees, 40 minutes, 53.89 seconds East (N 77° 40' 53.89" E), six hundred eighty-one and thirty-three hundredths feet (681.33') (L10), to a point (P10).
11. North 79 degrees, 50 minutes, 56.80 seconds East (N 79° 50' 56.80" E), one hundred sixty-two and eighty hundredths feet (162.80) (L11), to a point (P11).
12. North 78 degrees, 47.97 seconds East (N 78° 00' 47.97" E), three hundred thirty-four and ninety-three hundredths feet (334.93') (L12), to a point (P12).
13. North 13 degrees, 03 minutes, 37.89 seconds West (N 13° 03' 37.89" W), fourteen and twenty-nine hundredths feet (14.29') (L13), to a point (P.O.B.), the place of beginning.

CONTAINING (24,950.08) square feet (0.57 acres) more or less, and being shown in greater detail on a drawing CW-6 (Easement Plan, City of Williamsport 1 and 2), hereto attached, as prepared by Pa Environmental Solutions Inc, dated February 2024.

The Permanent Easement as herein described is also detailed in the Easement Plan attached hereto as Exhibit "A," which is incorporated by reference as though fully set forth herein. The Permanent Easement as described herein is also sometimes referenced as the Easement Area.

Grantor grants and conveys to Grantee the perpetual right to construct and extend the Susquehanna River Walk Trail Extension within the Permanent Easement and to enter the Permanent Easement and the Temporary Easement at any time to construct, install, maintain, and repair, and replace the Susquehanna River Walk Trail and the Susquehanna River Walk Trail Facilities (as defined hereinbelow).

Grantor understands and agrees that the Susquehanna River Walk Trail Facilities, as that term is utilized herein, include the following:

(a) A trail not to generally exceed approximately ten (10) feet of paved or otherwise improved clear tread width (hereinafter "Susquehanna River Walk Trail");

(b) Signs to mark the Susquehanna River Walk Trail, to provide information related to the Susquehanna River Walk Trail and landmarks or points of interest along the Susquehanna River Walk Trail, and for interpretive purposes;

(c) Fencing, gates, and barriers to control access to and from the Susquehanna River Walk Trail;

(d) Benches, picnic tables, wastebaskets, bicycle racks, or other similar fixtures and items for the benefit and enjoyment of the users of the Susquehanna River Walk Trail; and/or,

(e) Public artwork or other similar fixtures or items of public interest for the benefit and enjoyment of the users of the Susquehanna River Walk Trail.

Grantor understands and agrees that construction, installation, maintenance, repair, and replacement of the Susquehanna River Walk Trail may include trailblazing; grading; building retaining walls, steps, railings, boardwalks, and bridges; cutting vegetation; application of gravel, crushed stone, wood chips, or paving; and identifying the Susquehanna River Walk Trail's path. These activities may include vehicular use.

Grantor grants and conveys to Grantee the right to make available to the public a perpetual easement and right-of-way over the Susquehanna River Walk Trail and the right to use Susquehanna River Walk Trail Facilities for as a right-of-way for (1) walking, hiking, jogging, running, bicycling, bird watching, nature study; events such as charity runs or competitive races, programmatic use by schools, clubs, or other groups (2) power-driven mobility devices for use by persons who have mobility impairments; and (3) emergency vehicles in the case of emergency on the Susquehanna River Walk Trail or within the Susquehanna River Walk Trail Facilities.

No Person is permitted to charge a fee for access to the Susquehanna River Walk Trail or use of the Susquehanna River Walk Trail Facilities.

All costs and expenses associated with Susquehanna River Walk Trail or the Susquehanna River Walk Trail Facilities are to be borne by Grantee.

If a claim for any Loss for personal injury or property damage (hereinafter "Public Access Claim") occurring within the Easement Area after the Susquehanna River Walk Trail and the Susquehanna River Walk Trail Facilities are opened for use by the general public (hereinafter "Easement Date") is asserted against either Party hereto, or both, it is anticipated that they will assert such defenses (including immunity under the Recreational Use of Land and Water Act) as are available to them under applicable law. The phrase "Public Access Claim" excludes all claims (collectively, "Grantor Responsibility Claims") for Losses and Litigation Expenses arising from, relating to or associated with (1) personal injury or property damage occurring prior to the Easement Date; (2) activities or uses engaged in by Grantor, its owners, officers, shareholders, directors, contractors, agents, employees, tenants, and invitees, or anyone else entering the Property by, through, or under the express or implied invitation of any of the foregoing; or (3) structures, facilities, and improvements within the Easement Area (other than improvements installed by Grantor).

If immunity from a Public Access Claim is for any reason unavailable to Grantor or Grantee, Grantee agrees to indemnify, defend, and hold Grantor harmless from any Loss or Litigation Expense if and to the extent arising from a Public Access Claim. Grantor agrees to indemnify, defend, and hold the Grantee harmless from any Loss or Litigation Expense if and to the extent arising from a Grantor Responsibility Claim.

The term "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, and penalties or other charge other than a Litigation Expense.

The term "Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this agreement including, in each case, attorneys' fees, other professionals' fees, and disbursements.

This Agreement is a servitude running with the land binding upon the undersigned Grantor, and, upon recordation in the Public Records, all subsequent Owners of the Easement Area or any portion of the Easement Area are bound by its terms whether or not the Grantor had actual notice of this agreement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this agreement.

This agreement binds and benefits Grantor and Grantee and their respective personal representatives, successors, and assigns.

The laws of the Commonwealth of Pennsylvania govern this agreement.

The following terms, whenever used in this agreement, are to be interpreted as follows:

(a) "Owners" means the undersigned Grantor or Owners and all Persons after them who hold an interest in the Easement Area.

(b) "Person" means an individual, organization, trust, or other entity.

(c) "Public Records" means the public records of the Office of the Register and Recorder of Lycoming County, Pennsylvania.

(d) "May" is permissive and implies no obligation; "must" is obligatory.

Each exhibit referred to in this Agreement is incorporated into this agreement by this reference.

No amendment or waiver of any provision of this Agreement or consent to any departure by Grantor from the terms of this agreement is effective unless the amendment, waiver, or consent is in writing and signed by an authorized signatory for Grantee. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be recorded in the Public Records.

If a provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this agreement invalid, illegal, or unenforceable in any respect.

This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

This is the entire agreement of the Parties pertaining to the subject matter of this agreement. The terms of this Agreement supersede in full all statements and writings between the Parties pertaining to the transaction set forth in this agreement.

Notice to Grantee under this Agreement must be in writing and given by one of the following methods: (1) personal delivery; (2) certified mail, return receipt requested and postage prepaid; or (3) nationally recognized overnight courier, with all fees prepaid.

The Easement Area is, as of the Easement Date, free and clear of all liens or, if it is not, that Grantor has obtained and attached to this Agreement as an exhibit the legally binding subordination of any lien affecting the Easement Area as of the Easement Date.

No one has the legally enforceable right (for example, under a lease, easement, or right-of-way agreement) to prevent the installation or public use of Susquehanna River Walk or the Susquehanna River Walk Trail Facilities.

To the best of Grantor's knowledge, the Easement Area is not contaminated with hazardous or toxic materials, and no such materials have been stored or generated there.

[Remainder of this Page Intentionally Blank – Signature Page to Follow]

INTENDING TO BE LEGALLY BOUND, the Parties, by their respective duly authorized representatives, have signed and delivered this Agreement as of the date first noted hereinabove.

GRANTOR:

Attest:

CITY OF WILLIAMSPORT

By: _____
Margaret J. Woodring, Controller

By: _____
Derek J. Slaughter, Mayor

By: _____
Janice M. Frank, City Clerk

GRANTEE:

COUNTY OF LYCOMING

ATTEST:

_____
Scott L. Metzger, Chairman

_____
Matthew A. McDermott, Chief Clerk

_____
Marc C. Sortman, Vice Chairman

_____
Mark Mussina, Secretary

COMMONWEALTH OF PENNSYLVANIA :
:ss
COUNTY OF LYCOMING :

On this the_____day of_____, 2024, before me, a Notary Public, the undersigned officer, personally appeared Derek J. Slaughter, Mayor of the City of Williamsport, and Margaret J. Woodring, Controller of the City of Williamsport, known to me (orsatisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same as the duly authorized representatives of the City of Williamsport for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day andyear aforesaid.

_____
Notary Public

(SEAL AND STAMP)

COMMONWEALTH OF PENNSYLVANIA :
:ss
COUNTY OF LYCOMING :

On this the_____day of_____, 2024, before me, a Notary Public, the undersigned officer, personally appeared Scott L. Metzger, Marc C. Sortman, and Mark Mussina, known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within instrument, and who acknowledged themselves to be the Board of County Commissioners of Lycoming County, and that they, as such, executed the foregoing instrument for the purposes thereincontained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day andyear aforesaid.

_____
Notary Public

(SEAL AND STAMP

EXHIBIT "A" – Easement Plan

SRWE 67-001-101
Lycoming Creek
Lycoming Creek
67-002-100
67-001-100
O
N RT 15 HWY
S RT 15 HWY
67-002-328
67-002-501
ML
67-002-401
67-001-101
W 3RD ST
67-002-501
71-002-125.A
71-002-125