

Prepared By: Andrew R. Freimuth, Esquire
Colleen E. McGrath, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return To: Same as above

Parcel Nos.: 52-00-08452-01-8
52-00-08458-00-4

PEDESTRIAN ACCESS EASEMENT AGREEMENT

Trail Connection – Springfield Township School District

THIS AGREEMENT is made this 18th day of August, 2026 by and between the **SCHOOL DISTRICT OF SPRINGFIELD TOWNSHIP**, a Pennsylvania public school district with an address of 1901 East Paper Mill Road, Oreland, Pennsylvania 19075 (hereinafter referred to as “School District”) and **SPRINGFIELD TOWNSHIP**, a Pennsylvania township of the first class, with an address of 1510 Paper Mill Road, Wyndmoor, Montgomery County, Pennsylvania 19038 (hereinafter referred to as “Township”).

BACKGROUND:

A. School District is the owner of a certain parcel of land improved with the Erdenheim Elementary School and Springfield Township High School Campuses, which parcel has frontages on Haws Lane and Paper Mill Road in Springfield Township, Montgomery County Pennsylvania, and is more specifically identified as Montgomery County Tax Parcel No. 52-00-08458-00-4 (the “School District Property”).

B. Township is the owner of a certain parcel of land with frontage on Haws Lane in Springfield Township, Montgomery County, Pennsylvania, which parcel is more particularly identified as Montgomery County Tax Parcel No. 52-00-08452-01-8 (the “Township Property”).

C. Blecker Acquisitions, L.P. (“Blecker”) is the developer of certain tracts of land with frontage on Haws Lane which adjoin the Township Property and are being developed with a townhouse development known as the “Towns at Pennybrook”.

D. As a condition of land development approval for the Towns at Pennybrook, Blecker is required to install a six-foot-wide asphalt trail on the Township Property (“Trail Project”) as part of the Township’s long-term project to connect the sidewalk on Haws Lane to a larger pedestrian and recreational trail network.

E. The Trail Project is shown on the record plans for the Towns at Pennybrook, which are plans prepared by Landcore and recorded in the Montgomery County Recorder of Deeds Office on February 4, 2025, at Deed Book 6390, Page 02746 to 02754.1.

F. As part of the Trail Project, the Township desires to construct and install a connection on the School District Property from the Trail Project to the existing pedestrian walkway network on the School District Property to be used as an all-purpose trail for travel by foot and bicycle (the "Trail Connection").

G. The area within which the Trail Connection will be constructed is more particularly shown on a plan entitled "STSD Property" prepared by Woodrow & Associates, dated June 10, 2026, and attached hereto as Exhibit "A" (hereinafter the "Easement Plan").

H. In furtherance of the Trail Connection, the Township desires to obtain certain easements from the School District in order to: (1) allow the Township to enter onto the School District Property to complete the construction and installation of the Trail Connection the area shown on the Easement Plan as "area of trail construction approx 30 ft wide x 100 ft. long" ("Easement Area"); and (2) provide the general public with the right to access the existing pedestrian walkways, including the Trail Connection, on the School District Property to use the walkways for travel by foot and bicycle (provided, however, that motorized vehicles of all types shall be prohibited).

I. The Recreational Use of Land and Water Act, of February 2, 1966 (1965), P.L. 1860, 68 P.S. § 477 1 *et seq.* (the "Act"), provides that the purpose of said act is to encourage owners of land to make land and water areas available to the public for recreational purposes by limiting their liability towards persons entering thereon for such purposes. The pedestrian trail easement established pursuant to this Agreement is being made available pursuant to the Act.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. GRANT OF TEMPORARY CONSTRUCTION EASEMENT

i. School District, on behalf of itself, its successors and assigns, hereby grants and conveys to Township, its agents, workers, employees, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the temporary right, right-of-way, privilege and easement on, over, under, across and through the Easement Area, necessary or convenient for temporary use and occupation by the Township, its agents, workers, employees, contractors, subcontractors, independent contractors and material suppliers, of the said Easement Area in connection with the installation and construction of the Trail Connection (the "**Temporary Construction Easement**"). Specifically, and not in limitation of the foregoing, Township shall have the right to: (a) enter the Easement Area in order to install and construct the Trail Connection as shown on the Easement Plan; and (b) to perform excavation, grading or other work necessary in connection with the foregoing. The Temporary Construction Easement

shall terminate upon satisfactory completion of the construction of the Trail Connection, as determined by the Township Engineer.

ii. All work to be performed on and access to or through the Easement Area by Township or its agents, workers, employees, contractors, subcontractors, independent contractors and material suppliers, pursuant to this Temporary Construction Easement shall be performed at reasonable times, upon reasonable advance notice (except in the case of emergency), and shall be completed as promptly as is reasonably possible. Construction activity shall not interfere with or adversely affect the continuing School District use of the School District Property. The Township shall bear all costs work necessary to install the Trail Connection.

iii. Upon completion of any work related to the installation and construction of the Trail Connection by Township or its agents, workers, employees, contractors, subcontractors, independent contractors and material suppliers, the Township shall restore the portions of the Easement Area affected by such work to a condition substantially similar to that which existed immediately prior to the commencement of such work, subject to the installation and construction of the Trail Connection.

2. GRANT OF PERMANENT PEDESTRIAN TRAIL EASEMENT

i. School District, on behalf of itself, its successors and assigns, hereby grants, conveys and makes available to the public in perpetuity a nonexclusive, permanent, easement and right-of-way for access on, over, across, and through the pedestrian walkway network on the School District Property, including without limitation the Trail Connection, as shown on the Easement Plan (collectively, the “Pedestrian Walkways”), for use as all-purpose recreational trail, to include, but not be limited to, use for travel by foot or bicycle provided, however, that motorized vehicles of all types shall be prohibited (the “**Trail Easement**”).

ii. School District and Township, on behalf of themselves, their successors and assigns, hereby agree that the sole future responsibility for the maintenance and repair of the Pedestrian Walkways shall be borne by the School District, as owner of the School District Property, so that the Pedestrian Walkways shall be kept in good repair in accordance with the Ordinances, Rules and Regulations of Springfield Township and any other applicable law. The School District shall not be obligated to clear the Pedestrian Walkways, including, without limitation, the Trail Connection, of snow or ice, but the School District may clear those portions of the Pedestrian Walkways of snow or ice deemed necessary by the School District, as determined in its sole discretion, for its operation of the schools on the School District Property.

iii. School District, its successors and assigns, shall have the right to occupy the School District Property for any purpose and in any manner not injurious or destructive of the easements granted herein. The Township’s use of the Pedestrian Walkways shall not interfere with or adversely affect the continuing School District use of the School District Property. In the event that there is any interference with or disruption to the School District use of the School District Property, the School District shall notify the Township and the

Township shall take actions to correct the interference or disruption. In addition, the School District shall have the right to correct or minimize the interference or disruption.

iv. Township agrees that this instrument is a grant of right-of way and easement for the purposes contained herein, and nothing contained herein shall be construed to grant Township the fee to the School District Property or any portion thereof, but title shall be retained by School District, its successors and assigns.

v. Township shall have the right, but not the obligation, to incorporate the Pedestrian Walkways into a larger trail system.

vi. Township shall have the right, but not the obligation, to limit the use of the Pedestrian Walkways by members of the public by such rules and regulations as Township may determine to be reasonably necessary, provided that said rules and regulations shall not violate the terms of this Agreement.

vii. The benefits conferred by this Agreement and the obligations undertaken by the parties shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the parties and shall and are intended to run with the land.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date and year first above written.

SCHOOL DISTRICT:
SCHOOL DISTRICT OF SPRINGFIELD
TOWNSHIP

By: _____
Jeffrey Bedard, President,
Board of School Directors of School District of
Springfield Township

Attest: _____
Cara A. Green, Secretary,
Board of School Directors of School District of
Springfield Township

TOWNSHIP:
SPRINGFIELD TOWNSHIP

By: _____
Susanna O. Ratsavong, President,
Board of Commissioners

Attest: _____
A. Michael Taylor, Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF MONTGOMERY :

On this, the _____ day of _____, 2026, before me, the undersigned officer, personally appeared **Susanna O. Ratsavong**, known to me to be the President of the Board of Commissioners of Springfield Township, whose name is subscribed to the within instrument and acknowledged that she executed the same on behalf of Springfield Township for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF MONTGOMERY :

On this, the _____ day of _____, 2026, before me, the undersigned officer,
a Notary Public, personally appeared **Jeffrey Bedard**, known to me or satisfactorily proven to be
the President of the Board of School Directors of the School District of Springfield Township,
whose name is subscribed to the within instrument, and acknowledged that he executed the same
on behalf of the School District of Springfield Township for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT “A”

Easement Plan