

## AGREEMENT AND RELEASE

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
and between \_\_\_\_\_  
of the Township of Lower Nazareth, County of Northampton, Commonwealth of  
Pennsylvania, hereinafter referred to as "OWNERS";

A  
N  
D

TOWNSHIP OF LOWER NAZARETH, a Township of the Second Class, with  
principal offices located at 306 Butztown Road, Lower Nazareth Township, Northampton  
County, Pennsylvania, hereinafter referred to as "TOWNSHIP".

WHEREAS, Owners are the owners of certain real estate located at \_\_\_\_\_  
\_\_\_\_\_, Lower Nazareth Township,  
Northampton County, Pennsylvania, more particularly described in the Office for the  
Recording of Deeds in and for Northampton County in Deed Book Volume  
\_\_\_\_\_, Page \_\_\_\_\_, Uniform Parcel Identifier No. \_\_\_\_\_; and

WHEREAS, Owners wish to erect a masonry mailbox within the Township's roadway right-of-way, facing \_\_\_\_\_, pursuant to  
Street Name  
Township Ordinance No. 131, regulating the construction of said structures.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties agree as follows:

1. Owners shall be permitted to erect a masonry mailbox within the Township road right-of-way.

2. That in the event repair, replacement, or installation of utilities are required within the right-of-way, Owners agree that, if necessary, they shall remove the existing masonry mailbox to accommodate the needs of utility construction.

3. In the event the mailbox shall be removed in accordance with the preceding paragraph, or in the event of destruction or damage requiring repair or replacement, Owners agree to comply with the Ordinances, Rules and Regulations as promulgated by the Board of Supervisors of Township regarding the installation, construction, and maintenance of mailboxes that are in place at the time of the replacement.

4. Owners indemnify and hold Township harmless for any liability arising out of erection and construction of their masonry mailbox as herein provided. Owners acknowledge that they shall indemnify and hold Township harmless arising out of any and all liability arising out the placement of their mailbox and from any and all actions, causes of action, damages, claims, demands and joinders, by themselves or third parties, and indemnify the Township for any and all damages, claims, counsel fees or costs in

connection with defense of said actions, damages, or claims, arising out of the placement of the mailbox aforesaid.

5. Owners acknowledge that this shall be covenant running with the land and shall bind their successors in interest in the subject premises. This Agreement shall be indexed by the Recorder of Deeds of Northampton County accordingly.

DULY EXECUTED the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
**TOWNSHIP OF LOWER NAZARETH**

\_\_\_\_\_  
DR. ALAN V. DILSAVER, CHAIRMAN

**ATTEST:**

\_\_\_\_\_  
TIMM A. TENGES, SECRETARY

COMMONWEALTH OF PENNSYLVANIA )

) SS:

COUNTY OF NORTHAMPTON )

On the \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public in and for said County and State, the undersigned subscribed, personally appeared

\_\_\_\_\_, to me personally known to be the same persons described in and who executed the foregoing Agreement and Release, and have acknowledged to me that they executed the same for the purposes therein stated.

\_\_\_\_\_  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA )

) SS:

COUNTY OF NORTHAMPTON )

On the \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public in and for said County and State, the undersigned subscribed, personally appeared DR. ALAN V. DILSAVER and TIMM A. TENGES, Chairman and Secretary of the Board of Supervisors of Lower Nazareth Township and have acknowledged that as such officers have executed the foregoing Agreement and Release as such officers.

\_\_\_\_\_  
NOTARY PUBLIC