

AGREEMENT MADE this _____ day of _____, _____, between the UNIVERSITY AREA JOINT AUTHORITY, of _____ Township, Centre County, Pennsylvania, a municipality authority organized under the laws of the Commonwealth of Pennsylvania (“Authority”), and, _____ of _____ Township, Centre County, Pennsylvania (“Owner”).

WITNESSETH:

WHEREAS, Owner owns certain real estate (the “Property”) located in the Township of _____ or its environs in Centre County, Pennsylvania, which Owner acquired by virtue of the deed dated _____ of record in Centre County Deed Book _____ at page _____;
and

WHEREAS, Authority has applied to Owner for permission to enter upon the Property and to lay, maintain and use, in, on, over and under the same, mains and pipes, together with the necessary and proper manholes, vaults, boxes, drains, and appurtenances, for the furnishing of public sewer service, all of which are hereinafter referred to as “sewer facilities”; and

WHEREAS, Owner has agreed to accede to the request of the Authority under certain conditions.

NOW, THEREFORE, in consideration of the premises and of the sum of ONE DOLLAR to Owner in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, Owner has granted and by these presents does grant unto Authority the full and uninterrupted right, right-of-way, privilege, easement and authority to enter upon the Property and to construct, install, use, repair, inspect, renew, relocate, add to, operate, patrol and maintain therein, the sewer facilities on, over, under, across, and within a 20 - foot wide right-of-way located as shown on the drawing attached hereto as Exhibit “A”, upon the following terms and conditions:

1. Authority covenants that it will, at its own cost and expense, construct and maintain the sewer facilities, and will, in a safe and proper manner, fill in the sewer facilities upon abandonment.
2. In addition to the permanent easement granted above, Authority shall have as a working easement for the purpose of the original construction and installation of the sewer facilities the right of ingress, egress and regress, by its officers, employees, agents, workmen and contractors, into and over a temporary right-of-way located as shown on said Exhibit “A”.
3. Authority agrees that this present instrument is only a grant of right-of-way and easement for the purposes herein contained and for only so long as the sewer facilities are used by Authority or its successors and assigns. Nothing herein contained shall be construed to grant to Authority the fee to the premises through which the sewer facilities shall be constructed, but the title to the same shall be retained by Owner. Owner shall have the right to occupy the surfaces of the ground for any purpose in any

manner not injurious to the sewer facilities or destructive of the rights herein granted, but Owner shall not erect buildings or structures (other than fences) of any kind upon the said right-of-way.

4. Authority agrees that, to the extent reasonably practicable, during the progress and continuation of any work in connection with the sewer facilities and in any event at the completion of such work, it will, at its own cost and expense restore the surface of the said premises used by it to as nearly the same good order and condition as the same was prior to the commencement of work.

5. Owner hereby releases and quitclaims to Authority all right to damages, from whatever source, arising from or incidental to the exercise by Authority, its agents, employees, successors or assigns, of the rights herein granted.

6. If at any time hereafter Authority, its successors or assigns, shall cease to use the sewer facilities or abandon the same, this agreement and all rights given to Authority herein shall forthwith cease and determine.

7. The covenants in this agreement shall bind the parties hereto, their and each of their successors and assigns, and shall run with the bind the Property and lands shown the sketch attached hereto of which the Owner stands seized.

IN WITNESS WHEREOF, the parties hereto have caused there presents to be properly executed the day and year aforesaid.

_____(SEAL)

_____(SEAL)

Wife or Co-Owner, if any

UNIVERSITY AREA JOINT AUTHORITY

ATTEST:

Secretary

By _____

Chairman

(SEAL)

STATE OF PENNSYLVANIA)

) SS

COUNTY OF CENTRE)

On this the ____ day of _____, _____, before me, a Notary Public in and for the Commonwealth of Pennsylvania personally appeared _____, who acknowledged himself/herself to be the _____ of the University Area Joint Authority, a body politic and corporate, and that he/she as such an officer, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of said University Area Joint Authority by himself/herself as such officer.

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

_____ (SEAL)

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CENTRE)

On this the _____ day of _____, _____, before me a Noatary Public in and for the Commonwealth of Pennsylvania, personally appeared _____ known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged himself/herself themselves to be the Owner(s) of the real estate shown on the sketch attached to the foregoing instrument in _____ Township, Centre County, Pennsylvania, or its environs, and that he/she/they, as such Owner(s), executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

_____(SEAL)
Notary Public