

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2010,
by and between the **WARREN COUNTY SCHOOL DISTRICT**, of Warren County
Pennsylvania, hereinafter referred to as ----- **"FIRST PARTY,"**

A N D

The **MUNICIPAL AUTHORITY OF SHEFFIELD TOWNSHIP**, of Warren
County, Pennsylvania, hereinafter referred to as ----- **"SECOND PARTY."**

WITNESSETH THAT, the said First Party for and in consideration of the sum
of ONE DOLLAR (\$1.00) lawful money of the United States in hand paid to First Party
by Second Party, receipt of which is hereby acknowledged, does hereby grant, bargain,
sell and convey unto the Second Party, its successors and assigns, a right-of-way twenty
(20) feet in width, together with the right of use of such land as is necessary in and about,
on and around the said right-of-way for the proper installation, construction, maintenance
and reconstruction of a sanitary sewer line, with the mid-point of said right-of-way being
the center of the sanitary sewer line constructed, with the right of ingress, egress and
regress to and from said right-of-way for the purpose of constructing, reconstructing,
renewing, repairing, replacing, relocating, renovating and maintaining the said sanitary
sewer line.

The aforesaid right-of-way is located on the property of the First Party in Warren
County, Pennsylvania, with said property being known as the Sheffield Area Middle/High
School and being identified in the tax assessment records of Warren County as SH-003-
525. Said property and the horizontal alignment of the sewage facilities to be installed
are depicted approximately on Exhibit "A", attached hereto and made a part hereof. The
exact location of said right-of-way and sewage line shall be mutually agreed to by the
Parties.

Second Party shall give the First Party's Director of Buildings and Grounds at least 10 days written notice prior to any excavation for the original installation, maintenance, or replacement of said sewer line so that the District, at its option, may have a representative present during said excavation. The said sanitary sewer line shall be so excavated, constructed and laid under said right-of-way as to do the least possible damage to the property of the First Party. After each and every excavation for either original construction, maintenance, or replacement of said sewer line, the ground so excavated shall be replaced and returned as nearly as possible to its original condition.

The Second Party agrees to release, indemnify and hold the First Party and the First Party's employees, agents, officers, and board members harmless from and against any and all claims, demands, liabilities and causes of action of every kind and character (including reasonable attorney's fees) made or brought by any third party (including the Second Party or the Second Party's agents, employees, or contractors) that arise from or are associated in any way with the the Second Party's or the Second Party's agents, employees, or contractors utilization of the right-of-way granted herein.

This Agreement shall be binding upon and shall enure to the Parties heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Ruth. A. Huck, Secretary
Board of School Directors

Arthur J. Stewart, President
Board of School Directors

ATTEST:

**MUNICIPAL AUTHORITY OF
SHEFFIELD TOWNSHIP**

Martin J. Kasaback, Secretary

Roger K. Dunham, Chairman

COMMONWEALTH OF PENNSYLVANIA :
: **SS**
COUNTY OF WARREN :

ON THIS, ____ day of _____, 2010, before me, the undersigned officer, personally appeared **ARTHUR J. STEWART**, as President of the Board of School Directors of **WARREN COUNTY SCHOOL DISTRICT**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he, as President of the Board of Directors of **WARREN COUNTY SCHOOL DISTRICT**, executed the same for the purposes therein contained.

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

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :
: **SS.**
COUNTY OF WARREN :

ON THIS, ____ day of _____, 2010, before me, the undersigned officer, personally appeared **RUTH A. HUCK**, as Secretary of the Board of School Directors of **WARREN COUNTY SCHOOL DISTRICT**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she, as Secretary of the Board of Directors of **WARREN COUNTY SCHOOL DISTRICT**, executed the same for the purposes therein contained.

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

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :
: **ss.**
COUNTY OF WARREN :

ON THIS, ____ day of _____, 2010, before me, the undersigned officer, personally appeared **ROGER K. DUNHAM**, as Chairman of the **MUNICIPAL AUTHORITY OF SHEFFIELD TOWNSHIP**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he, as the Chairman of the **MUNICIPAL AUTHORITY OF SHEFFIELD TOWNSHIP**, executed the same for the purposes therein contained.

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

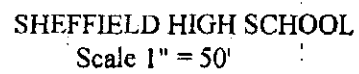
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :
: **ss.**
COUNTY OF WARREN :

ON THIS, ____ day of _____, 2010, before me, the undersigned officer, personally appeared **MARTIN J. KASABACK**, as Secretary of the **MUNICIPAL AUTHORITY OF SHEFFIELD TOWNSHIP**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she, as the Secretary of the **MUNICIPAL AUTHORITY OF SHEFFIELD TOWNSHIP**, executed the same for the purposes therein contained.

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

NOTARY PUBLIC



Scale 1" = 50'