

**RIGHT OF WAY AGREEMENT FOR CONSTRUCTION AND MAINTENANCE
OF A SEWER LINE IN SHEFFIELD TOWNSHIP, WARREN COUNTY, PA**

THIS AGREEMENT, made the _____ day of _____, 2011, between WARREN COUNTY SCHOOL DISTRICT, GRANTOR(S), its successors and assigns, AND THE MUNICIPAL AUTHORITY OF THE TOWNSHIP OF SHEFFIELD, GRANTEE, its successors and assigns.

WITNESSETH, that the said Grantor(s), for and inconsideration of the sum of One (\$1.00) Dollar well and truly paid by the said Grantee, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell unto said Grantee, its successors and assigns, the free and uninterrupted use, liberty and privilege, subject to the notice requirements contained below, of entering Grantor's premises for the purpose of constructing, reconstructing and perpetually maintaining a sewer line together with all necessary appurtenances thereto in, upon and across the said premises described as follows: The said sewer line right-of-way to be 20 feet in width, centered on and following the sewer line course as closely as feasible to wit; in accordance with official plans attached hereto and on file in the Municipal Authority of the Township of Sheffield office, dated 4/04/2011. The aforesaid right-of-way shall be located on the property of the Grantor 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.

TO HAVE AND TO HOLD the same perpetually to the Municipal Authority of the Township of Sheffield and its successors and assigns, together with the right and privilege at any and all times, subject to the notice requirements contained below, to enter the premises, or any part thereof, for the purpose of constructing, reconstructing and maintaining the sewer line and appurtenances, and for making connections with said sewer line.

Prior to the commencement of the installation of the sewer line or any associated appurtenances, a pre-construction meeting, at which both the Grantor's Director of Buildings and Grounds and Grantee shall be present, must be held to ensure that both Parties and their agents have a clear understanding of the terms and conditions contained in this Agreement. Additionally, unless an emergency is present that poses a danger to persons or property, Grantee shall give the Grantor's Director of Buildings and Grounds at least 10 days written notice prior to the commencement of any on site work relative to the original installation, maintenance, or replacement of said sewer line or appurtenances so that the District, at its option, may have a representative present during said work. In the event of an emergency, the Grantee shall contact the Grantor's Director of Building and Grounds immediately and notify he or she of the nature of the emergency.

During installation, maintenance, or replacement of the sewer line and associated appurtenances, the Grantee agrees to bury the underground sewer line and any underground appurtenances to a depth of at least three (3) feet. The said sewer line and appurtenances shall be so excavated, installed, constructed and laid as to do the least possible damage to the property of the Grantor. The Grantee will at all times, after doing any work in connection with the construction or repair of the sewer line, any lateral thereof, or any appurtenance thereto, restore the premises to the same or better condition in which same were found before such work was undertaken, and that in the use of the rights and privileges herein granted the Grantee will not create a nuisance or do any act that will be detrimental to the premises. The parties agree that no concrete or asphalt shall be dug up, or otherwise displaced, in order to install, maintain, replace, or remove the sewer line or appurtenances. The Parties further agree that the location of any above ground appurtenances shall be mutually agreed upon by the Grantee and the Grantor's Director of Buildings and Grounds.

The Grantee agrees to at all times release, indemnify and hold the Grantor and the Grantor's employees, agents, officers, agents, 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 Grantee or the Grantee's agents, employees, or contractors) that arise from or are associated in any way with the the Grantee's or the Grantee's employees, agents, or contractors utilization of the right-of-way granted herein.

IN WITNESS WHEREOF, and intending to be bound by the terms and conditions herein contained, we have hereunto set our hands and seals the day and year first above written.

Grantor Signatures:

Arthur J. Stewart
President, Board of School Directors

Ruth A. Huck
Secretary, Board of School Directors

Grantee Signatures

Chairman

Secretary

STATE OF PENNSYLVANIA
COUNTY OF WARREN

On this, the _____ day of _____, 2011 before me, a Notary Public, personally appeared **Arthur J. Stewart, President of the Warren County School District Board of School Directors**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF WARREN

On this, the _____ day of _____, 2011 before me, a Notary Public, personally appeared **Ruth A. Huck, Secretary of the Warren County School District Board of School Directors**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF WARREN

On this, the _____ day of _____, 2011 before me, a Notary Public, personally appeared _____, **Chairman of the Municipal Authority of the Township of Sheffield**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF WARREN

On this, the _____ day of _____, 2011 before me, a Notary Public, personally appeared _____, **Secretary of the of the Municipal Authority of the Township of Sheffield**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

NOTARY PUBLIC