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RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__,

between:

UNIVERSITY AREA JOINT AUTHORITY, which has a business address of 1576 Spring Valley Road, State College, Centre County, Pennsylvania, 16801 (“Authority”),

A N D

_____, who has a residential address of _____ (collectively, “Owner”).

RECITALS

A. The Authority is a municipal sewer authority that is organized and operating under the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. §§ 5601-5623.

B. The Owner holds title to real estate located in College Township, Centre County, Pennsylvania, which is commonly identified as Centre County tax parcel number _____ (“Property”).

C. The Authority is in the process of expanding its sewerage operating system.

D. The Authority has, therefore, sought permission from the Owner for an easement across a portion of the Property for the construction and maintenance of a sewer line, together with the right of ingress and egress on the Property when necessary to construct or maintain the sewer line.

E. The Owner has agreed to the Authority's request for an easement, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, with the intent to be bound, the parties have agreed as follows:

COVENANTS

1. **Grant of Easement.** The Owner hereby grants the Authority the full an uninterrupted right, right-of-way, privilege, easement, and authority to enter upon the Property to construct, install, use, repair, inspect, relocate, add to, operate, patrol, and maintain a sewer facility ("Sewer Facility") under, across, and within the easement depicted on the drawing attached to this Agreement as Exhibit A.

2. **Authority's Own Cost and Expense.** The Authority shall construct the Sewer Facility at its own cost and expense. The Owner shall have no obligation, other than duly enacted municipal sewerage rates, to provide payment for the construction or maintenance of the Sewer Facility.

3. **Restoration of Right-of-Way.** Upon the completion of the construction of the Sewer Facility, the Authority shall restore the easement area, to the extent reasonably possible, to the condition that existed upon the commencement of the construction of the Sewer Facility.

4. **Payment.** The Authority shall compensate the Owners for the use of the easement at a price that fairly represents the fair market value thereof. To determine the fair market value of the easement area, the Authority shall hire, at its own cost and expense, a qualified real estate appraiser to derive the value of the easement area. The Authority shall promptly forward the results of the appraisal to the Owner, who shall have thirty days to accept or dispute the appraiser's determination. Should the parties thereafter fail to agree on the fair market value of the easement, the parties shall have the authority to appoint a Board of View in accordance with paragraph six.

In addition to compensating the Owner for the fair market value of the easement, the Authority shall compensate the Owner for any damages stemming from the Authority's failure to restore the Property to its preconstruction state in accordance with paragraph three. Should the parties fail to agree on the appropriate value of such damages, the parties shall have the authority to appoint a Board of View in accordance with paragraph six.

5. **No Fee Granted.** This Agreement is not in any way a grant to the Authority of a fee ownership to the Property, and as such, the Owner shall remain the title owners of the Property. The Owner shall, therefore, have the right to occupy the surface of the ground for any purpose or in any manner that is not injurious to the sewer facilities or destructive of the rights granted herein to the Authority. The Owner shall not erect buildings or structures, other than common fencing, of any kind upon the easement area.

6. **Dispute Resolution.** The Authority will endeavor to reasonably compensate the Owner for any damages sustained to the Property as a result of this Agreement. If, however, the parties are unable to agree upon said compensation, either party may request the convening of a Board of View, which shall ascertain the damages, if any, to which the Owners are lawfully entitled. Any petition for a Board of View shall be filed within six years of the date of the execution of this Agreement.

7. **Termination of Agreement.** This Agreement may be terminated by written memorandum, which shall be signed by all owners of record and other successors to the respective interests of the Authority and the Owner.

8. **Assignment.** This Agreement shall bind the parties hereto, in addition to the parties' successors and assigns. The Agreement shall also run with and bind the Property.

9. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modification of this Agreement shall be in writing and signed by both parties.

10. **Agreement Supersedes Others.** This Agreement shall supersede any and all other such agreements relating to any easements or right-of-ways on the Property in favor of the Authority.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date previously indicated.

University Area Joint Authority

Attest:

CHAIRMAN

Owner:

Property Owner

Property Owner

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this ____ day of _____ 20__, before me, a Notary Public, personally appeared _____, who acknowledged himself to be the Chairman of UNIVERSITY AREA JOINT AUTHORITY, a body politic and corporate, and that he as such officer, being authorized to do so, executed the foregoing Right-of-Way Agreement for the purposes therein contained by signing the name of said Authority by himself as such officer.

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

Notary Public _____

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this ____ day of _____ 20__, before me, a Notary Public, personally appeared _____ and _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing Right-of-Way Agreement, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public _____