

| | |
|-------------------------|--|
| Project Identification | |
| County | |
| City, Borough, Township | |
| University | |
| Effective Date | |
| Claimant(s) | |

STATE SYSTEM OF HIGHER EDUCATION
Commonwealth of Pennsylvania
DEED OF EASEMENT

THIS INDENTURE, made by the State System of Higher Education (hereinafter called the "System") acting on behalf of the Commonwealth of Pennsylvania as owner, to _____ (*Official name of Grantee*), its/their heirs, executors, administrators, successors and/or assigns hereinafter, whether singular or plural, called "_____ (*Short title of Grantee*) or Grantee".

W I T N E S S E T H :

WHEREAS, the parties hereto have agreed by _____ (*cite any applicable references*), the System will convey to _____ (*Grantee*) a right-of-way easement for _____ (*State exact purpose for easement*) purposes unlimited _____ (*list specific unlimited activities*), but limited to the intent, purpose and/or specific provisions stated in this agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), further consideration of _____ (*list amount of any other consideration made for the agreement, if any*)

Dollars (\$_____) and other good and valuable consideration, the System does hereby grant and convey to the _____ (*Grantee*) and easement for _____ (*state type of easement or restate purpose*), that portion of the aforesaid property designated as required right-of-way on the plot plan attached hereto as Appendix I and made a part hereof by reference; and those areas, if any designated for other than right-of-way in the easement(s) identified by the plot plan, being a portion of the property conveyed or devised to the System by _____ (*list from whom*) of _____ (*location*) _____ dated _____ (*date acquired*) and recorded in Record Book _____, Page _____, (*this data from deed on property*)

together with the improvements, hereditaments and appurtenances thereto. The _____ (*Grantee*) shall have the right of ingress, egress and regress to and from the said land at any and all times for the purpose of _____ (*list specific reasons for having access, e.g., building and maintaining a highway*) and the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted;

PROVIDED, HOWEVER, that the System shall retain the right to deep mine minerals, including removal of gas and oil by means of wells located off the right-of-way from a minimum depth acceptable to the System; and

PROVIDED, that the System retains or is granted reasonable access to and/or use of the right-of-way within the limits of the aforesaid right-of-way and easement granted for ingress, egress and regress to that portion and all other adjoining portions of the System property, provided that such use shall not interfere with or obstruct the rights herein granted; and

PROVIDED, that use of the easement shall remain exclusively for the purposes stated in this agreement and/or referenced agreements or documents and that the portion of property conveyed, and use thereof, shall remain non-severable, non-transferable, modified or expanded for other than the purposes stated in this agreement, unless subsequently amended with System approval.

The System, or any of its member institutions, branch campuses or extension centers, or its or their employees or representatives, shall be remised, released, quitclaimed and forever discharged from all suits, damages, claims and demands which the _____ (*Grantee*) might otherwise have been entitled to assert by, or which may arise against the _____ (*Grantee*) as a result of the use of or improvements placed on the right-of-way. In the

event this easement conveys control of Commonwealth-owned property from the System to another Commonwealth agency, the agency receiving this easement shall be responsible for processing claims, suits or other legal actions filed against the Commonwealth as a result of or emanating from use of the easement or improvements placed thereon.

The System shall be held harmless and indemnified against any claims made by the (Grantee) or any lessor of the aforesaid property who has not entered into a settlement agreement with the System.

This grant and all the covenants herein contained shall, having all the singular rights, liberties, privileges, rights-of-way and easements above described, enure to the benefit of and shall be binding upon the System, its successors and assigns, and (Grantee) , its successors and assigns, subject to mutual agreement to terminate, vacation by or demise without successor or assign of (Grantee) , for a period of forty (40) years, at which time the agreement will be renewed for another forty- (40) year period and so forth forever, unless revoked by mutual agreement or failure of (Grantee) to remain in compliance with the terms and provisions of this agreement.

IN WITNESS WHEREOF the System has executed or caused to be executed these presents this _____ day of _____, _____, intending to be legally bound hereby.

Witness _____ (Seal)

Witness _____ (Seal)

RECEIVED on (date) from (Grantee) the sum of (written amount) Dollars (\$ (numeric)) in full payment of the above agreement.

(Seal)

Witness

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

SS:

ON THIS _____ day of _____, _____, before me, the undersigned officer, personally appeared _____ (*Grantee's representative*), known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ (*list names*) subscribed to the within instrument, and acknowledged that he/she executed the same.

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

(SEAL)

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

SS:

RECORDED in the Office for the Recording of Deeds in and for the aforesaid county in Deed Book _____, Page _____.

WITNESS my hand and seal of office this _____ day of _____, _____.

Recorder of Deeds

I CERTIFY that, upon recording, the within instrument should be mailed to:

System Representative