

**State System of Higher Education
Standard License or Lease for Use of Real Property**

This Agreement, made this _____ day of _____, _____, between the Commonwealth of Pennsylvania, acting through Millersville University of Pennsylvania of the State System of Higher Education, hereinafter called the LESSOR, and Millersville Borough hereinafter called the LESSEE.

Whereas, the LESSEE is a Pennsylvania Municipal Corporation located in Lancaster County, Pennsylvania, and is engaged in providing public utility services to its residents; including the LESSOR; and

Whereas, the LESSEE owns and operates a sewage pumping station on land owned by them adjacent to the Conestoga River surrounded by land owned by the LESSOR that discharges untreated sewage into the Conestoga River whenever there is a power failure on the lines of PP&L; and

Whereas, the Pennsylvania Department of Environmental Resources has directed the LESSEE to install an emergency generator capable of preventing such discharges when there is a power failure; and

Whereas, LESSEE owns insufficient land above flood stage of the Conestoga River to install said generator and it appears necessary, or reasonable required, for the benefit of both the LESSOR and LESSEE and the public to curtail discharges of untreated sewage into the Conestoga River; and

Whereas, the LESSOR is authorized, under Act 188 of 1982 as amended, to lease real property under its jurisdiction as owner or possessor; and

Whereas, the leased premises are wholly controlled, used by and under the jurisdiction of the LESSOR;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. In consideration of an annual payment in the amount of (\$1.00) one dollar and no one hundredth per year payable on the date of this agreement and the anniversary date each year thereafter, the LESSOR hereby grants to the LESSEE, its successors and assigns, subject to the supervision of the LESSOR, a lease to install, use, operate, patrol, maintain, renew, replace with the same or like equipment and materials and emergency generator, all-weather enclosure and electric lines, together with reasonable and necessary ingress and egress, the specific location of said generator and appurtenances being shown on Drawings—for project No. 0788.21 of CET Engineering Services dated July 1992, and the description thereof, both of which are attached hereto as Exhibit "A" and made a part hereof.
2. The LESSOR reserves the right to use or cultivate the premises occupied by the facilities, provided that such use or cultivation shall not interfere with or obstruct the lease herein granted and that no obstructions of any kind which would interfere with LESSEE'S free and uninterrupted use of this license shall be placed or erected by LESSOR, its successors or assigns.
3. All cost and expenses incidental to the laying and installation of said facilities shall be borne by the LESSEE.

4. All costs and expenses incident to the use, operation, patrol, maintenance, renewal, replacement, enlargement and removal of said facilities, shall be borne by the LESSEE.
5. The LESSEE assumes all risks and liabilities for injury to or death of any person or damage to any property, in any manner arising out of possession, use, operation, condition or storage of any piece of equipment by LESSEE arising out of the installation of said generator, whether such injury or death be with respect to agents or employees of LESSEE or of third parties, and whether such property damage be to LESSEE'S property or the property of others; provided, however, that said damage or injury results from the negligence of LESSEE, its agents or employees, and provided that judgment has been obtained against the LESSEE. This provision shall not be construed to limit the sovereign immunity of LESSOR or LESSEE.
6. The LESSEE shall, at all times, save harmless and indemnify the LESSOR from or against all losses, damages, expenses, claims, demands, suits and actions arising out of, or caused in any manner by the erection, construction, operation, maintenance, presence, use or removal of said facilities, including, but not limited to all claims for personal injuries and property damages, provided, however, that said damage or injury results from the negligence of LESSEE, its agents or employees, and provided that judgement has been obtained against the LESSEE. This provision shall not be construed to limited the sovereign immunity of LESSOR, nor shall it waive or limit any governmental immunity available to the LESSEE.
7. The term of this lease shall be for forty years (40) unless terminated by either party as provided herein and further provided that the lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the term unless either party gives notice of their intention to terminate the lease on a subsequent anniversary date.
8. LESSEE agrees to pay in addition to the payment specified herein any additional charges or cost assessed against LESSOR for the premises in question during the life of the lease.
9. LESSEE agrees to comply with the requirements of any constituted public authority, with terms of any state or federal statute or local ordinance or regulation applicable to the LESSEE or his use of the demise premises and save LESSOR harmless from penalties, fines, costs, or damages resulting from the failure to do so.
10. LESSEE covenants and agrees that he will without demand keep the demise premises clean and free of ashes, dirt, refuse and replace or repair any mechanical, electrical or architectural features of the building, will remove and/or cover any graffiti which appears thereon and in general keep the same as in good order and repair as they are at the beginning of the term of this lease or upon completion of initial construction and installation of said generator and all-weather enclosure.
11. LESSEE covenants and agrees that it will not enlarge, alter, modify, this facility without the express written approval of the LESSOR'S authorized agents.
12. LESSEE covenants and agrees that it will not assign, mortgage or pledge this lease or underlet or sublease the demise premises or any part thereof or permit any other persons, firm or corporation to occupy the demise premises or any part thereof without additional written consent by the agents of the LESSOR.

13. LESSEE agrees to permit LESSOR to occupy and have unlimited and unhindered access to the facility for purposes of installing and operating equipment associated with sewage monitoring equipment being installed under the service agreement between the Borough of Millersville and Millersville University.
14. The LESSOR reserves the right to revoke this lease for reasonable cause upon one year written notice by the LESSOR and also after like notice for violation of such terms and conditions as contained herein, but only if such violation is not remedied by the LESSEE or LESSOR'S satisfaction within said one year notice.
15. LESSEE shall have the right to terminate this lease at any time provided however that all structures, equipment, electric lines and other modification made to the site by LESSOR are removed and the site restored to the satisfaction of the LESSOR.
16. Contractor integrity provisions and nondiscrimination clauses are attached hereto and made a part hereof.
17. It is the intention of the parties that they be legally bound by the terms of this agreement and that this lease shall be binding upon the parties, their successors, and assigns.

ATTEST: BOROUGH OF MILLERSVILLE
 By: _____ By: _____

Title: _____ Title: _____

ATTEST: MILLERSVILLE UNIVERSITY
 By: _____ By: _____

Title: _____ Title: _____

ATTEST: UNIVERSITY LEGAL COUNSEL
 By: _____ By: _____

Title: _____ Title: _____

ATTEST: STATE SYSTEM OF HIGHER EDUCATION
 By: _____ By: _____

Title: _____ Title: _____

APPROVED:

 Deputy Attorney General