

AGREEMENT FOR EASEMENT AND RIGHT-OF-WAY

By and Between

_____ of _____,

hereinafter referred to as "Grantor(s)

and

the Walker Township Municipal Authority of Huntingdon County, Pennsylvania, with a mailing address of McConnellstown, Pennsylvania, hereinafter referred to as the "Authority."

The Grantor(s), for and in consideration of the sum of One and 00/100 (\$1.00) Dollar, receipt of which is hereby acknowledged, and the further consideration of the benefits to be derived by me (us) on account of the construction and maintenance of the sanitary sewer and/or water lines in and through my (our) premises known as Lot _____ in _____ does (do) hereby give, grant and convey to the Authority the septic tank now installed on said premises, as well as the right to construct, reconstruct and perpetually maintain a sanitary sewer line together with the necessary lateral(s) and septic tank(s), as well as a public water line, not to include the lateral service line, upon and across the said Lot # _____ as more fully described in "Exhibit A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD by the Authority, its successors and assigns, so long as it may be required for purposes described above, together with the rights to enter upon the right-of-way at any time for the purpose of replacing, repairing and maintaining the same and hereby releasing the Authority, its successors and assigns, from all damages to the property which may occur and result to Grantor(s) by reason of the original construction, reconstruction, repairs and maintenance of the same unless the damages are caused by any willful misconduct or gross negligence on the part of the Authority, its contractors or subcontractors.

FURTHERMORE, the sewer and water systems shall be so excavated and constructed as to do the least possible damage to the real property of the Grantor(s) and after each and every excavation for either original construction, maintenance or replacement of the sewer line(s), lateral(s), tank(s) or water line(s), the ground so excavated shall be replaced and returned to its original condition as nearly as possible.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have hereunto set their hands and seals this _____ day of _____, 20____.

_____(Witness) _____(SEAL)

_____(Witness) _____(SEAL)

Walker Township Municipal Authority

Attest:
By: _____
Chairman

Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF HUNTINGDON :

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, came the above named _____, who in due form of law acknowledged the foregoing Agreement for Easement and right-of-way to be _____ act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

_____(SEAL)