

GRANT OF EASEMENT

SIDEWALK -SITE

THIS GRANT OF EASEMENT MADE THIS _____, day of _____, _____, by and between _____ of _____, Centre County, Pennsylvania, hereinafter referred to as "Grantor"

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TOWNSHIP OF FERGUSON, a Home-Rule Municipality, with offices at 3147 Research Drive, State College, Centre County, Pennsylvania, hereinafter referred to as "Township"

BACKGROUND

GRANTOR is the owner of real estate located in Ferguson Township, as more fully described in Centre County Record Book _____, Page _____, and shown on a Land Development Plan/Site Plan known as the _____ recorded in Centre County Plat Book _____, Page _____, and which real estate is known as Uniform Parcel Identifier No. _____; said real estate is hereinafter referred to as "property".

The sidewalk detailed and shown on the above-referenced Land Development/Site Plan is located on the property and not in the right-of-way of _____

_____ (the Township Right-of-Way which abuts the property). Grantor desires to grant an easement to Township for the sidewalk, and Grantor desires to be bound by obligations of a property owner in regard to the construction, repair, maintenance and other responsibilities now required by the ordinances of Township or as may be required in the future by Township in regard to sidewalks located in the public right-of-way.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Grantor does hereby grant, bargain, sell transfer and convey to Township, its successors and assigns, a perpetual easement for a sidewalk, as shown and detailed on a Land Development Plan/Site Plan entitled “_____” dated _____ and recorded in Centre County Plat Book _____, Page _____.

2. Township shall have and hold the said easement for the use of Township, its successors and assigns, forever, as and for a public sidewalk and for no other use or purpose whatsoever and to the same extent and with the same effect as if the said public sidewalk has been opened by a Decree of Court of Common Pleas of County of Centre, after proceedings duly had and for the purpose under and in pursuance of the road laws of the Commonwealth of Pennsylvania.

3. Grantor, for himself, his heirs, successors and assigns, agrees with Township that neither Grantor, nor his heirs, successors and assigns, shall at any time hereinafter ask, demand, recover or receive any sums of money from Township, its successors or assigns, for this grant of easement.

4. Grantor agrees that he shall comply with all obligations in regard to construction, maintenance, repair and other responsibilities in regard to the sidewalk as if the sidewalk were constructed and existing in the public right-of-way adjacent to the property and in accordance with Township Ordinances.

5. This Grant of Easement, together with other provisions of this Grant, shall constitute a perpetual covenant running with the land for the benefit of Township, its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

GRANTOR:

_____ (SEAL)

(Print)

(Print)

ATTEST:

TOWNSHIP OF FERGUSON:

Secretary

By: _____

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CENTRE)

SS:

On this, the _____, day of _____, _____, before me the undersigned officer, personally appeared _____, 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 purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CENTRE) SS:

On this, the _____ day of _____, _____, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of TOWNSHIP OF FERGUSON, a Home Rule Municipality, and that as such, he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Township by himself/herself as such officer.
