



R 02005-0643 Feb 27, 2008  
PENNSYLVANIA STATE UNIVERSITY  
PENNSYLVANIA STATE UNIVERSITY  
02-27-2008  
15:01:29  
EASE 8 PGS  
RECORDER OF DEEDS

Sweetland  
S.B.  
36.50

#369698.3 02/22/2008

### DECLARATION OF ACCESS EASEMENTS

THIS DECLARATION made this 25<sup>th</sup> day of FEBRUARY, 2008, by **THE PENNSYLVANIA STATE UNIVERSITY**, a non-profit corporation and an instrumentality of the Commonwealth of Pennsylvania, whose address is 208 Old Main, University Park, Centre County, Pennsylvania:

#### RECITALS

A. The Pennsylvania State University, hereinafter referred to as "University" is the owner of five (5) parcels of land situate primarily in Ferguson Township, Centre County, Pennsylvania as follows:

- i. Tax Parcel No. 24-4/76, being the parcel more fully described in the Deeds recorded in Centre County Record Book 1111, Page 1010 and Centre County Record Book 1111, Page 1018;
- ii. Tax Parcel No. 24-4/76A, being the parcel more fully described in the Deeds recorded in Centre County Record Book 1111, Page 1058 and Centre County Record Book 1111, Page 1063;
- iii. Tax Parcel No. 24-4/93A, being the parcel more fully described in the Deeds recorded in Centre County Record Book 1111, Page 1068 and Centre County Record Book 1111, Page 1074;
- iv. Tax Parcel No. 24-4/94, being the parcel more fully described in the Deeds recorded in Centre County Record Book 1111, Page 1080 and Centre County Record Book 1111, Page 1089; and
- v. Tax Parcel No. 24-23/28S, being the parcel more fully described in the Deeds recorded in Centre County Record Book 1111, Page 1026 and Centre County Record Book 1111, Page 1031.

B. University desires to subdivide the above-referenced parcels into six (6) separate Lots in accordance with the Plan prepared by Sweetland Engineering & Associates, Inc. entitled "Penn State University Whitehall Road Six Lot Final Subdivision Plan" dated June 6, 2007, as revised, hereinafter referred to as the "Plan," which is intended to be recorded in the land records of Centre County.

C. As part of the subdivision process, University is required to create various easements for access to several of the Lots more fully shown on the Plan and by this document intends to create the access easements required for subdivision purposes.

NOW THEREFORE, in consideration of the foregoing recitals which are deemed to be a material part of this Agreement, and intending to be legally bound hereby, the University hereby declares as follows:

I. Twenty (20) Foot Temporary Access Easement Across Lot 5 for the Benefit of Lot 7.

A. Creation of Easement. University does hereby declare and create a temporary easement and right-of-way within the twenty (20) foot temporary access easement from Whitehall Road crossing portions of Lot 5 to and crossing portions of Lot 7 as more fully shown on the Plan. This easement is created for the benefit of the owner of Lot 7.

B. Maintenance Responsibilities. It is the intention of the University in creating this easement that, as long as the easement is in existence, the owner of Lot 7 shall be solely responsible for the maintenance of the twenty (20) foot temporary access easement area.

C. Termination of Easement. The easement created by this paragraph of this Declaration shall terminate upon completion of the improvements by the Developer of the ninety (90) foot Blue Course Drive Right-of-Way Extension (see paragraph IV hereof) when accepted by Ferguson Township as public land.

D. Appurtenance. The easement created in this paragraph shall be deemed to be appurtenant to and run with Lot 7, until such time as the said easement is terminated as above provided.

II. Twenty (20) Foot Temporary Access Easement Across Lots 4, 5 and 6 Providing Access for the Benefit of Lot 6 and Residue Lot 2RRRR.

A. Creation of Easement. University does hereby declare and create a temporary easement and right-of-way within the twenty (20) foot temporary access easement from Whitehall Road crossing portions of Lots 4, 5 and 6 as more fully shown on the Plan. This easement is created for the benefit of the owners of Lot 6 and Residue Lot 2RRRR.

B. Maintenance Responsibilities. It is the intention of the University in creating this easement that, as long as the easement is in existence, the owners of Lot 6 and Residue Lot 2RRRR shall equally share responsibility for the maintenance of the twenty (20) foot temporary access easement area.

C. Termination of Easement. The easement created by this paragraph of this Declaration shall terminate upon completion of the improvements by the Developer of the ninety (90) foot Blue Course Drive Right-of-Way Extension (see paragraph IV hereof) when accepted by Ferguson Township as public land.

D. Appurtenance. The easement created in this paragraph shall be deemed to be appurtenant to and run with Lot 6 and Residue Lot 2RRRR, until such time as the said easement is terminated as above provided.

III. Fifty (50) Foot Access Easement Crossing Lot 6 for Access to Lot 7.

A. Creation of Easement. University does hereby declare and create an easement and right-of-way fifty (50) feet in width crossing the northern portion of Lot 6 as more fully shown on the Plan. This easement is intended to be permanent to provide access to Lot 7 from the terminus of the ninety (90) foot Blue Course Drive right-of-way extension to Lot 7. The exact location of this easement is subject to modification at the land development stage by mutual agreement of the owners of Lot 6 and Lot 7.

B. Maintenance Responsibilities. It is the intention of the University in creating this easement that the owner of Lot 7 shall be solely responsible for the maintenance of the fifty (50) foot access easement area unless otherwise agreed to by the owners of Lot 6 and Lot 7.

C. Appurtenance. The easement created in this paragraph shall be deemed to be appurtenant to and run with Lot 7.

IV. Right-of-Way for Ninety (90) Foot Blue Course Drive Right-of-Way Extension and Connected Access Easement Area.

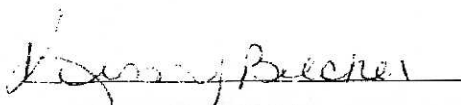
A. Creation of Easement. University does hereby declare and create a permanent right-of-way and easement shown on the Plan as the 90' Blue Course Drive Right-of-Way Extension and connected Access Easement Area, both which are described on Exhibit A attached hereto.

B. Maintenance Responsibilities. It is the intention of the University that the Developers of Lot 3 and Lot 4 shall be responsible for installation of roadway improvements within the 90' Right-of-Way Extension area hereby established. Those roadway improvements shall provide access to Lot 3, Lot 4, Lot 6, the fifty (50) foot right-of-way across Lot 6 that serves Lot 7 (see paragraph III above) and Residue Lot 2RRRR. The roadway improvements are, upon completion, intended to be offered for dedication and acceptance by Ferguson Township. Until such time as the improvements are accepted by Ferguson Township, the maintenance responsibilities for the 90' Right-of-Way Extension area shall be divided equally between the owners of Lot 3 and Lot 4. Maintenance responsibilities for the Access Easement Area shall at all times be the responsibility of the owner of Lot 6.

V. Miscellaneous. The provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability of any provision shall not affect the enforceability or validity of any other provision or portion thereof. This Declaration shall be binding upon the successors and assigns of the party hereto and shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania. Any modifications to the terms of this Declaration shall be in writing executed by the University. This Declaration is intended to be recorded in the land records of Centre County.

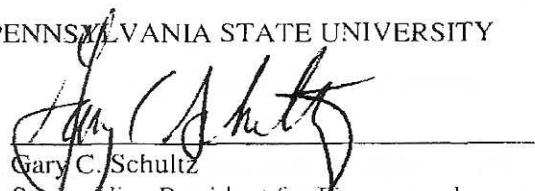
IN WITNESS WHEREOF, University has caused the execution of this Declaration by an authorized officer on the day and year first above written.

WITNESS/ATTEST:

  
**Kimberly J. Belcher**  
Assistant Secretary

THE PENNSYLVANIA STATE UNIVERSITY

By:

  
Gary C. Schultz  
Senior Vice President for Finance and  
Business/Treasurer

**EXHIBIT "A"**  
**SURVEYOR'S DESCRIPTION**  
**OF THE VARIABLE WIDTH ACCESS EASEMENT**

**ALL THAT CERTAIN PARCEL OF LAND** situated in Ferguson Township, Centre County, Pennsylvania, shown as Access Easement (variable width) on a plan prepared by Sweetland Engineering and Associates, Inc. entitled "Pennsylvania State University Whitehall Road 6 Lot Final Subdivision Plan", drawing numbers E-3343 and E-3344, dated 07 June, 2007, last revised to 01 October, 2007, herein referred to as "plan", intended to be recorded in Centre County Recorder's Office at Plat Book \_\_, Page \_\_, and more fully bounded and described as follows:

**BEGINNING** at a ¾" rebar set in the southern terminus of the Right of Way (being 90 feet in width) of Blue Course Drive Extension, and a northern corner of Lot 2RRRR as shown together on said plan, at the common northern terminus of the herein described parcel;

**THENCE** continuing through said Lot 2RRRR the following three (3) courses:

1. S24°39'34"E, 203.96 feet to a point; **THENCE**
2. S35°58'09"E, 430.93 feet to a point; **THENCE**
3. S54°01'51"W, 50.00 feet to a point in the common western line of Lot 2RRRR, and the eastern line of Lot 6 of said plan, at a southern terminus point of the herein described parcel;

**THENCE** continuing along the common eastern line of said Lot 6 and the western line of said Lot 2RRRR, N35°58'09"W, 630.93 feet, to a ¾" rebar set in said common line of Lot 6, a northern corner of Lot 2RRRR, an eastern terminus point of a 50 foot wide access easement for Lot 7 as shown on said plan and a northern terminus point of the herein described parcel;

**THENCE** continuing along the common northern line of said Lot 2RRRR, the southern terminus of said Right of Way (being 90 feet in width) and the northern line of the herein described parcel, N54°01'51"E, 90.00 feet to the point of **BEGINNING**

**CONTAINING** 35,547 square feet or 0.816 acres of land, more or less.

**UNDER AND SUBJECT** nevertheless, to all conditions, restrictions, covenants and easements of record.

line of Lot 6 of said plan, at the common eastern terminus of a 50 foot wide access easement for Lot 7 of said plan, the northern terminus of said variable width access easement, and a southern terminus of the herein described parcel;

**THENCE** continuing along the eastern line of said Lot 6 and along said 50 foot wide access easement for Lot 7, N35°58'09"W, 50.00 feet to a ¾" rebar set at the common southeastern corner of Lot 4 of said plan, the northeastern corner of Lot 6, an eastern terminus of said 50 foot wide access easement for Lot 7, and a point in the western line of the herein described parcel;

**THENCE** continuing along the eastern line of said Lot 4, N35°58'09"W, 1007.48 feet to a ¾" rebar set in the southern line of lands designated for additional right-of-way dedication to Whitehall Road right-of-way, at the common northeastern corner of Lot 4, and a northern corner of the herein described parcel;

**THENCE** along the southern line of lands to be dedicated as future right-of-way of said Whitehall Road N54°01'41"E, 90.00 feet to the point of **BEGINNING**.

**CONTAINING** 95,171 square feet or 2.184 acres of land, more or less.

**UNDER AND SUBJECT** nevertheless, to all conditions, restrictions, covenants and easements of record.