APPENDIX L
SAMPLE DEVELOPER AGREEMENT FOR PRIVATE CONSTRUCTION

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made on this _____day of _____, 2011, by and between the Pittsburgh Water and Sewer Authority, a body corporate and politic situated in the Commonwealth of Pennsylvania, having its principal offices located at 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222 (hereinafter, the "Authority")

AND

_____,
a _____,
(specify whether individual, partnership, corporation or other legal entity and, where appropriate, the state's law under which formed) having a place of business at _____,
(hereinafter, the "Developer").

WITNESSETH:

WHEREAS, the Authority operates and maintains (sewage collection and conveyance facilities that carry wastewater from the City of Pittsburgh and surrounding municipalities to the Allegheny County Sanitary Authority interceptor sewer system) (a public water distribution system and is engaged in the business of supplying water for ordinary uses within the City of Pittsburgh and nearby areas);

WHEREAS, the Developer owns a certain tract of land within _____ (municipality), Allegheny County, Pennsylvania, described in and conveyed to the Developer by a Deed recorded in the Office of the Recorder of Deeds of Allegheny County at Deed Book Volume ____, Page ____ (hereinafter, the "Property");

WHEREAS, a plan for the development of the Property has been approved and is recorded in the Office of the Recorder of Deeds of Allegheny County at Plan Book Volume _____, Page _____, and the aforesaid plan is to be known as _____ (hereinafter the "Plan");

WHEREAS, in order to complete the development of the Plan, the Developer is required to construct main (sanitary sewers) (storm sewers) (water lines) throughout the Plan providing connecting points for the subdivided properties within the Plan to the Authority's existing systems (hereinafter "Extended Facilities");

WHEREAS, the Developer intends to secure any necessary rights-of-way and permits, to fulfill any other legal requirements and to enter into a construction contract or contracts for the construction of the Extended Facilities to serve the subdivided properties within the Plan; and

WHEREAS, the Authority is willing to assume responsibility for maintenance and repair of the Extended Facilities to serve the aforementioned Plan and the homes to be constructed therein (with pressure water) (with storm water collection and conveyance) (with sewage collection and conveyance) on the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference and made a part hereof.

2. Design and Specifications.

a. The Developer, at its own cost and expense, shall retain qualified engineers registered in the Commonwealth of Pennsylvania to prepare the necessary plans and specifications for the construction and installation of the Extended Facilities and for the connection of those Extended Facilities with the Authority's (collector sewer) (trunk line) (distribution main). The Developer shall coordinate the design of the Extended Facilities with the Authority and shall obtain the Authority's written approval of the design and the specifications in accordance with the requirements of Exhibit "A" attached hereto and incorporated herein.

b. All (sanitary sewers) (storm sewers) (water lines) to be constructed by the Developer shall be designed in accordance with all applicable federal, state and municipal laws, ordinances, and regulations and the Authority's minimum standards for design and construction of (sanitary sewers) (storm sewers) (water lines).

3. Easements and Rights-of-Way.

a. To the extent practicable, the Developer shall locate the Extended Facilities within Plan property to be dedicated for use as streets or other public rights-of way. The Developer shall convey to the Authority, prior to and as a condition to the Authority's acceptance of the Extended Facilities, an easement and right-of-way giving the Authority the right to construct, operate, maintain, repair, remove, rebuild and abandon in place the (sanitary sewer) (storm sewer) (water) lines. The form of easement agreement shall be substantially in the form of Exhibit "B" attached hereto.

b. When location of the Extended Facilities within the public right-of-way is not practicable, the Developer, at its own cost and expense, shall obtain easements and rights-of-way from the owners of the properties containing the Extended Facilities. The easements and rights-of-way shall give the Developer and/or the Authority the right to construct, operate, maintain, repair, remove, rebuild and abandon in place the (sanitary sewer) (storm sewer) (water) lines. The Developer shall contract for the easements and rights-of-way using agreements substantially in the form of Exhibit "B" attached hereto and incorporated herein and otherwise acceptable to and approved by the Authority.

4. Pre-Construction Notice. Notice of the date on which construction of the Extended Facilities will start shall be given to the Authority not less than three (3) days before the actual start of construction. The Developer shall not begin construction prior to receipt of final construction approval from the Authority.

5. Construction Of Extended Facilities.

a. All Extended Facilities shall be constructed in strict conformance with the Plans (as defined in Exhibit "A" hereto) and schedule approved by the Authority and all federal, state and local laws, regulations and ordinances and shall meet or exceed the Authority's minimum standards. Developer shall construct and install the Extended Facilities entirely at its own cost.

b. The Developer will provide, in construction contracts pertaining to the Extended Facilities that (1) the Authority is a third-party beneficiary of such work, that the contractor understands and agrees that it is providing the Authority with the same guarantees it provides to the Developer, and that the Authority shall have the right to enforce the contract(s); and (2) that the construction contract is assigned by the Developer to the Authority effective with the Authority's termination of this Agreement upon an Event of Default (as defined below) and the Authority's notice to the contractor of its intent to accept the assignment, such assignment being subject to the rights of the surety or other guarantor of the Developer's performance.

6. Developer's Bond or Performance Bond.

a. Prior to and as a condition precedent to the Authority's approval to proceed with construction, the Developer shall deliver to the Authority a developer's bond, performance bond, irrevocable letter of credit or other security acceptable to the Authority, from a source or sources acceptable to the Authority, guaranteeing to the Authority the completion of the Extended Facilities in accordance with the approved Plans. The amount of the developer's bond or other security shall be equal to one hundred (100%) per cent of the cost of the Extended Facilities as established by submission to the Authority of a bona fide bid or bids from the contractor or contractors chosen by the Developer or, in the absence of such bona fide bids, by estimate prepared by the Developer and approved by the Authority's engineer.

b. The amount of the developer's bond or other security shall be increased under the following circumstances:

(1) if the construction is not complete and the Authority has not accepted the Extended Facilities within one (1) year of the date of issuance of the performance bond or other security, the Developer shall have the amount of the bond or other security increased by ten (10%) percent, to one hundred ten (110%) per cent of the amount of the initial bond or other security and, if required, by an additional ten (10%) percent for each subsequent year prior to completion and acceptance;

(2) if the estimated construction cost of the Extended Facilities, established in accordance with subsection a. above, increases by more than ten (10%) percent, then the developer's bond or other security shall be increased in like amount.

c. Upon written certification from the Authority's inspector that portions of the Extended Facilities have been satisfactorily completed, the Authority may authorize the release of the cost of each such satisfactorily completed portion from the original security posted by the Developer; however, prior to final completion, the financial security shall not be reduced to less than ten (10%) percent of the estimated cost of the New Facilities.

d. Upon the Authority's acceptance of the Extended Facilities, as provided in Section 12 below, the Authority shall discharge the developer's bond or other security.

7. Standard of Care.

a. Developer shall perform or have performed the work and services contemplated by this Agreement with that degree of care and diligence practiced by recognized firms providing services of a similar nature; shall cooperate with the Authority to further the installation of the Extended Facilities in accordance with this Agreement; and shall furnish sufficient business administration and adequate supervision in order to accomplish the foregoing.

b. The Developer shall be completely and solely responsible for any and all property damage, financial losses, and/or interruptions of service arising from construction activities related to the Extended Facilities or the Plan and affecting water lines, gas lines, electric lines, telephone lines, cable TV lines, drain lines, sanitary and storm sewer lines and all appurtenances and service facilities connected thereto, or any other property of any kind, whether resulting from the activities of the Developer, its employees, agents or contractors (including subcontractors and suppliers of any tier). Upon the occurrence of any such property damage or interruption of service, the Developer shall immediately take action to repair and restore any and all such damaged or disturbed facilities with a material and by a method approved by the authority having jurisdiction over the disturbed facility.

8. Inspection and Testing.

a. The Developer or its representative shall provide the Authority with twenty (20) days' notice of pre-final and final inspections of the Extended Facilities or any portion thereof.

b. The Developer will require its contractor constructing the Extended Facilities to test and, with respect to water lines, to perform sterilization, in accordance with the requirements of the approved Plans. The Developer will provide the Authority twenty (20) days' notice of such tests and sterilization, with the opportunity to observe such testing or sterilization, and with copies of any written reports on such tests and sterilizations.

c. Provided that the required notice is provided to the Authority, the Authority shall cause an authorized representative to inspect the work and observe the tests in a timely manner so as not to delay the construction. After any such inspection or observation and, when necessary and appropriate, receipt of any written report on such tests, the Authority shall promptly and in writing either accept such work as completed or reject such work, indicating the reason or reasons therefor.

d. If, contrary to the requirements of subsections a. through c. above, the Extended Facilities or any portion thereof are covered or concealed prior the Authority's inspection, the Developer shall have the work uncovered, at the Developer's cost, so as to allow the inspection.

9. Indemnification. To the fullest extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the Authority and its employees, agents, and consultants ("Indemnitees") from and against any and all claims, demands, causes of action, judgments, damages and costs, including attorneys' fees and costs of defense (hereinafter "Claims and Damages") arising out of or relating to the design and construction of the Extended Facilities, including but not limited to any repair costs and any incidental or consequential damages incurred by the Indemnitees due to any failure of the Developer to have the Extended Facilities or their connection to the Authority (trunk line) (water distribution main) installed and constructed in accordance with that degree of care and skill customary to the field or in accordance with the Plans approved by the Authority. The defense and indemnification obligations accepted by the Developer under this paragraph exist regardless of whether such Claims and Damages are caused or allegedly caused in part by the Indemnitee(s), it being the intent of the parties that the Developer shall indemnify the Indemnitees against the Indemnitees' own negligence. Provided, however, that the Developer shall have no obligation to defend or indemnify the Indemnitees against their sole negligence or willful misconduct.

10. Insurance. Prior to the beginning of any construction of the Extended Facilities or their connection to the Authority's existing systems, the Developer shall deliver to the Authority certificates of insurance policies issued by insurance companies acceptable to the Authority, evidencing the following coverages:

Commercial General Liability	$1 million per occurrence and in the aggregate
Automobile Liability	$1 million per occurrence and in the aggregate

The Developer's policies shall identify the Authority as an additional insured and shall be specifically endorsed as primary/non-contributory to any coverage carried by the Authority. The Developer's policies shall also require thirty (30) days' prior written notice to the Authority of any cancellation, amendment, or non-renewal of the policies.

Either the Developer or its contractor(s) shall secure and, prior to commencing construction of the Extended Facilities, provide the Authority with a certificate evidencing builder's risk / all risk insurance in the amount of $1 million covering all risk of physical loss or damage to the Authority (trunk line) (water distribution main) and related facilities. The Developer will require its contractor(s) for the (sanitary sewer) (storm sewer) (water) lines to provide reasonable and customary amounts of commercial general liability and automobile liability insurance coverage, and its professional consultants to provide reasonable and customary amounts of commercial general liability, automobile liability, and professional liability insurance coverage. Prior to the beginning of any construction contemplated by this Agreement, the Developer shall provide the Authority with copies of the insurance certificates provided to the Developer by the Developer's contractors and consultants in connection with the design or the construction of the Extended Facilities.

11. Maintenance of the Extended Facilities.

a. Developer hereby covenants that for a period of eighteen (18) months following the Authority's acceptance of the Extended Facilities, Developer will maintain and will make or cause to be made any and all required repairs and replacements promptly and no later than ten (10) days after written notice from the Authority that maintenance, repair or replacement of the Extended Facilities may be required. If any required action has not been taken within ten (10) days of such notice or, for repairs or replacements that cannot reasonably be accomplished within ten (10) days, commenced within that period and continued and completed with reasonable diligence thereafter, the Authority may proceed to repair, replace and maintain the same, or contract to have the same done, and collect the cost of such repairs from the Developer and/or its security provider.

b. Upon completion of construction of the Extended Facilities, the Developer shall obtain and provide to the Authority: (1) a maintenance bond with a surety licensed to do business in Pennsylvania and approved by the Authority; (2) cash; (3) an irrevocable letter of credit from a source acceptable to the Authority; or (4) other security acceptable to the Authority guaranteeing to the Authority the maintenance of the Extended Facilities for a period of eighteen (18) months following the Authority's acceptance of the Extended Facilities (hereinafter, "Maintenance Security"). The amount of the Maintenance Security shall be fifteen (15%) percent of the actual cost of construction of the Extended Facilities.

12. Acceptance of the Extended Facilities. Upon the completion of the following conditions, the Authority shall provide the Developer with written acceptance of the dedication of the Extended Facilities to public use. Thereafter, except as provided in Section 11 above, the Developer will not own or have any responsibility for maintenance of the Extended Facilities:

a. The Authority shall have inspected and provided the Developer with written acceptance of the Extended Facilities as finally constructed.

b. Developer shall have paid all Authority fees and costs as determined in accordance with Exhibit "A" hereto.

c. The Developer, at its own cost and expense, shall have paid for each connection the tap-in fee established by the Authority at the time of making the tap for each building to be serviced.

d. The Developer shall have delivered to the Authority two (2) sets of as-built drawings of the Extended Facilities: one (1) set of archival drawings and one (1) set on electronic media, the form and content of both sets of as-built drawings to be satisfactory to the Authority.

e. The Developer shall have delivered to the Authority the Maintenance Security required by Section 11.b. above.

13. Events of Default. Each of the following events shall constitute an "Event of Default" by the Developer under this Agreement:

a. The Developer fails to perform the work covered by this Agreement in full accordance with the approved Plans and fails, within ten (10) days of receipt of notice of defect or deficiency from the Authority, to commence correction of the defect or deficiency and thereafter to diligently pursue the correction to completion.

b. The Developer fails to provide the required developer's, performance bond or other security, certificates of insurance or Maintenance Security.

c. The Developer becomes insolvent, institutes or has instituted against it a voluntary or involuntary case in bankruptcy, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Developer's insolvency.

d. The Developer fails to maintain and repair the Extended Facilities as required by Section 11 above.

14. Remedies in an Event of Default.

a. Upon an Event of Default by the Developer, the Authority may in its sole and absolute discretion terminate this Agreement and, subject to the rights of the surety or other security provider, may: (1) take possession of the construction site for the Extended Facilities; (2) accept assignment of the construction contracts pursuant to Section 5.b above; (3) finish the construction of the Extended Facilities using whatever means and methods the Authority deems appropriate; and/or (4) maintain and repair the Extended Facilities using whatever means and methods the Authority deems appropriate.

b. When the Authority terminates this Agreement as provided in Section 14.a., the Developer shall pay to the Authority any and all costs and expenses incurred by the Authority in completing the construction of the Extended Facilities including, without limitation, all costs of construction, testing and sterilization, and any and all costs incurred by the Authority in maintaining and repairing the Extended Facilities for a period of eighteen (18) months following the completion of the Extended Facilities.

15. The Developer to Sustain All Losses. The Developer will sustain all losses or damages arising out of the construction of the Extended Facilities and their connection with the Authority (trunk lines) (water distribution mains), including any unforeseen obstructions or difficulties that may be encountered in the performance of the construction or from the action of the elements or for any other cause whatsoever.

16. Governing Law/Venue. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles. All claims that are made by any party hereto against another that are related to this Agreement may be commenced and prosecuted only in the Court of Common Pleas of Allegheny County, Pennsylvania.

17. Waiver And Amendment. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties hereto.

18. Binding Effect/Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. The Developer may not assign or transfer its rights hereunder without the prior written consent of the Authority.

19. No recording. No party hereto shall file or attempt to file this Agreement of record.

20 Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

21. Representations. The parties hereto represent that: (a) they have read the Agreement; (b) they have the requisite power and authority to enter into this Agreement; (c) any and all authorizations for the execution and delivery of this Agreement have been duly obtained and issued; and (d) this Agreement constitutes a legal, valid and binding obligation on each of the parties hereto.

22. Authorizing Resolution. This Agreement is entered into by the Authority pursuant to Resolution No. ____ of 2011, adopted at a regular meeting of its Board of Directors on _____, 2011.

23. Termination. The Authority shall have the right to terminate this Agreement if the Developer has not made the submissions required by Exhibit "A" within one (1) year of the date of this Agreement.

24. Miscellaneous.

a. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall supersede all prior understandings and agreements between the parties with respect to the subject matter.

b. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

c. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures follow on next page]

WITNESS the due execution hereof as of the date first-above written.

ATTEST:

PITTSBURGH WATER AND SEWER AUTHORITY

_____

By:_____

Title:_____

Approved as to form:

_____

Solicitor

WITNESS:

[DEVELOPER]

_____

By:_____

Title:_____

EXHIBIT "A"

Application For Permission To Construct An Extension Of
The Authority's (Sanitary Sewer) (Storm Sewer) (Water Distribution) System.

To apply for the Authority's approval to proceed with construction of an extension of the (sanitary sewer) (storm sewer) (water distribution) system, the Developer shall make the following submittals to the Authority.

(a) Upon preparation of plans and specifications for sanitary sewers, storm sewer, and/or water distribution facilities ("Extended Facilities") intended for connection to the Authority 's collector sewer, trunk line, or distribution line, and prior to the commencement of construction of such Extended Facilities, the Developer shall submit to the Authority:

(1) Payment to the Authority of an amount equal to ten percent (10%) of the amount of the developer's or performance bond, which shall represent estimated costs to the Authority of its engineering review and inspection. When professional consultants are used by the Authority, or inspections of the development work are performed by the Authority engineer, such costs shall be paid by the Developer. The costs shall be reasonable and in accordance with the ordinary and customary charges by the engineer or other consultant for similar services in the area, and shall not exceed the rate or cost charged by the engineer or other consultant to the Authority when fees are not imposed on the Developer. If at any time the Authority determines that its costs in connection with engineering review, inspection, document review and as-built plans will exceed the amount previously paid by Developer, the Authority will so notify Developer, and Developer shall immediately pay to the Authority such additional amount as is reasonably estimated by the Authority to cover its costs.

(2) Four (4) copies of plans, which shall include, but not be limited to, shop drawings, laying schedules, manufacturer's specifications, certifications and drawings for proposed sewer extensions, when customary on 24" x 36" sheets showing plan views to a scale of 1 inch = 50 feet horizontally, a north point, the Authority title block, the Authority approval block, date and the name of the engineer or surveyor and imprint of his/her registration seal ("Plans").

(b) Provided that the fees and Plans are timely and appropriately submitted, the Authority shall conduct an engineering review of the Plans and shall either approve the Plans or provide written comments to the Developer within thirty (30) days of the Authority's receipt of the Plans.

(c) If the Authority's written comments on the Plans indicate required changes, the Developer may have the required changes made and submit the Plans to the Authority for further review and approval. The Authority shall conduct a further engineering review and shall either approve the Plans or provide written comments to the Developer within thirty (30) days of receipt of the revised Plans.

(d) Upon the Authority's approval of the Plans for the proposed Extended Facilities, permission for construction of the Extended Facilities will be granted by the Authority only after the Developer has complied with all of the following requirements.

(1) Developer shall deliver to the Authority one set of mylars of the proposed Extended Facilities with all required revisions.

(2) Developer shall deliver to the Authority one copy of Developer's contract(s) with the contractor or contractors installing the Extended Facilities.

(3) Developer shall deliver to the Authority a schedule for construction of the Extended Facilities acceptable to the Authority.

(4) Developer shall deliver to the Authority a performance bond or other security as required by Section 6 of the Development Agreement.

(5) Developer shall obtain all required state, county and municipal permits required to commence and conduct the proposed construction work. Copies of all applicable permits shall be submitted to the Authority at least 72 hours prior to commencement of construction.

(6) If an easement and right-of-way across land owned or occupied by a third party is necessary to the construction and maintenance of the proposed Extended Facilities, Developer shall negotiate and enter into an easement and right-of-way agreement as required by Section 3.b of the Development Agreement.

(e) The Authority shall provide the Developer with final approval to construct the Extended Facilities within seven (7) days of the Authority's receipt of the submissions required by part (d) above.

Exhibit "B"

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between:

_____ (the "Grantor"), a _____, organized and existing pursuant to the laws of the _____, with offices at _____;

AND

PITTSBURGH WATER AND SEWER AUTHORITY, a body politic and corporate existing and operating under the laws of the Commonwealth of Pennsylvania, with its principal offices at 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222, County of Allegheny, Commonwealth of Pennsylvania (the "Authority").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property (the "Property") located in the _____ Ward of the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania known as [street address]; and

WHEREAS, title to the Property vested in the Grantor by deed dated _____, from _____ [name of seller] (the "Deed"); and

WHEREAS, the Deed is recorded in the Recorder of Deeds Office of Allegheny County at Deed Book Volume _____, page ____; and

WHEREAS, the Property is known as Block and Lot No. _____ in the Allegheny County Deed Registry; and

WHEREAS, the Grantor desires to develop the Property by subdividing it into _____ or more individual parcels and offering such parcels for sale to individuals for development as single-family residences; and

WHEREAS, the Authority operates a water and sewer system in the City of Pittsburgh; and

WHEREAS, _____ and the Authority have entered into a Development Agreement dated _____, pursuant to which, among other things, _____ has agreed to convey a __' wide portion of the Property to the City for use as a public street (the "Right-of-Way Property"); and

WHEREAS, the Authority desires a right-of-way and easement over, upon, across, along, through and under the Right-of-Way Property for the purpose of the construction, inspection, maintenance, repair, removal and rebuilding of water, sewer, and storm water lines and facilities on and under the Right-of-Way Property; and

WHEREAS, the Grantor is willing to grant the easement desired by the Authority.

NOW, THEREFORE, in consideration for their mutual promises and for other valuable consideration, and intending to be legally bound by the terms of this Agreement, the Grantor and the Authority agree as follows:

1. Incorporation of Recitals.

The above recitals are incorporated herein by reference and made a part hereof.

2. Grant of Easement to the Authority.

The Grantor does hereby irrevocably grant, bargain, sell and convey to the Authority a perpetual, non-exclusive easement and right-of-way over, upon, across, along, through, and under the Right-of-Way Property (the "Authority Easement") for the purposes set forth in paragraph 5 below. The Right-of-Way Property and the Authority Easement are more particularly depicted on Exhibit 1 hereto, which is incorporated herein by reference.

The Authority Easement includes the Authority's right of ingress, egress and regress on and over the Property if required to gain access to the Right-of-Way Property.

3. Covenants to Run with Land.

The Authority Easement granted pursuant to this Agreement shall be perpetual and shall be appurtenant to and shall run with the Right-of-Way Property and the Property.

4. Grantor Covenants.

The Grantor covenants that (a) it will not convey any other easement which conflicts with the Authority Easement granted or created hereby, and (b) it will not take or permit any action which interferes in any manner with the rights granted to the Authority pursuant to this Agreement.

5. The Authority's Rights.

By this Agreement, the Authority acquires a right-of-way and easement over, upon, across, along, through, and under the Right-of-Way Property for the purposes of (a) the free and uninterrupted use, construction, repair, maintenance, reconstruction, improvement, alteration, removal, inspection, and abandonment of water, sewer, and storm water lines, facilities and appurtenances, and (b) any and all other purposes related in any manner to the operation by the Authority of its water, sewer and storm water systems, and any replacements or improvements thereof.

6. Successors and Assigns.

The Authority Easement granted pursuant to this Agreement shall be binding upon and inure to the benefit of the Grantor and the Authority and to their respective successors and assigns.

7. Warranty.

The Grantor WARRANTS GENERALLY to the Authority that the Grantor owns the Right-of-Way Property and the Authority Easement area in fee simple, free and clear of any liens, claims or encumbrances.

8. Modifications.

This Agreement may not be modified or discharged except by written instrument duly executed by both parties

9. Counterparts.

This Agreement may be executed in counterparts, and each such counterpart when executed shall constitute one final agreement, as if both parties had signed one document. Each counterpart, upon execution and delivery, shall be deemed to be a complete original, but this Agreement is without effect until each of the parties has executed and delivered a counterpart.

10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles.

11. Resolution.

This Agreement is entered into pursuant to Authority Resolution No. __ of 20__, which was adopted at a regular meeting of the Board of Directors held on _____.

[signatures follow on next page]

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

WITNESS:

_____
Secretary

_____

By: _____
President

ATTEST:

_____
Secretary or
Assistant Secretary

PITTSBURGH WATER AND SEWER AUTHORITY

By: _____
Chairman

Approved as to form:

_____
Solicitor

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this _____ day of _____, A.D., 20xx, before me a Notary Public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the foregoing instrument for the purposes therein contained.

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

_____
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this _____ day of _____, A.D., 20xx, before me a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of the Pittsburgh Water and Sewer Authority and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

_____
Notary Public

My Commission Expires:

EXHIBIT 1

METES AND BOUNDS DESCRIPTION
OF RIGHT-OF-WAY PROPERTY AND AUTHORITY EASEMENT