
EXHIBIT F2

AGREEMENT, DATED JULY 18, 1994, BY AND AMONG
EAST NORRITON TOWNSHIP, WHITPAIN TOWNSHIP AND
JOHN DISANTO

RECEIVED JUL 20 1994

AGREEMENT

THIS AGREEMENT, made this 18th day of July, 1994, by and among East Norriton Township, body politic and corporate, of the Township of East Norriton, County of Montgomery and Commonwealth of Pennsylvania (hereinafter called "East Norriton"), Whitpain Township, body politic and corporate, of the Township of Whitpain, Montgomery County and Commonwealth of Pennsylvania (hereinafter called "Whitpain"), and John DiSanto (hereinafter called "DiSanto") with a residential address of 1750 Skippack Pike, Unit 2009, Blue Bell, Pennsylvania, 19422.

WITNESSETH:

WHEREAS, DiSanto, a landowner of a certain parcel of land consisting of four (4) lots located on Township Line Road, East Norriton Township, Block 6, Unit 26 on the East Norriton Tax Map (hereinafter referred to as the "Lots") desires to drain, by means of a sanitary sewer, this property; and

WHEREAS, there are no existing facilities located on Township Line Road owned by East Norriton to provide sanitary sewer connection facilities for these lots; and

WHEREAS, Whitpain has existing sanitary sewage connection facilities and mains to which these lots could connect; and

WHEREAS, DiSanto has requested Whitpain to permit the four lots to deposit sanitary sewage in the mains, trunk lines or outfall sewers, including a pumping station, if necessary, from a

lateral collection line to be constructed by DiSanto and connected with the lines of Whitpain at a point on the easterly side of Township Line Road and across the road from the site of DiSanto's property;

WHEREAS, Whitpain agrees to accept such sanitary sewage from the four lots.

NOW, THEREFORE, this Agreement witnesseth:

1. Whitpain agrees to accept sewage from the four lots into its mains, trunk lines, or outfall sewers, including a pumping station, if necessary, to be delivered by a lateral line constructed by DiSanto, at a point located at its facilities on Township Line Road in Whitpain Township.

2. Whitpain agrees to convey said sewage and to provide for treatment and disposal of the sewage in accordance with the applicable charges.

3. DiSanto shall, in consideration of the provision of such sewer service, make a Two Thousand Dollar (\$2,000.00) capital contribution per lot payable to Whitpain Township and make a One Thousand Dollar (\$1,000.00) contribution per lot payable to East Norriton, Plymouth, Whitpain Joint Sewer Authority. DiSanto shall also be responsible for obtaining, at DiSanto's expense, a sewer connection permit from Whitpain, and shall provide, at DiSanto's expense, the sewer lateral and connection to the main line, such connection shall be made subject to inspection by Whitpain Township

and East Norriton's duly appointed inspector or engineer. DiSanto shall also be responsible for the legal fees and costs in connection with the provision of these services.

4. Whitpain agrees to report to East Norriton the date of such connection to their Whitpain collection line within five (5) days of the connection. Whitpain shall bill East Norriton for the four properties, and East Norriton agrees to pay Whitpain, the periodic treatment and collection charges made by Whitpain on similar properties in Whitpain Township, as the same may be in force from time to time. East Norriton agrees to provide to Whitpain upon request any information required of Whitpain to enable Whitpain to calculate such charges. East Norriton shall bill, on a periodic basis at established rates, the fee owners of each lot for sewer rental fees. East Norriton shall have the right to lien any lot and dwelling for any unpaid sewer rental charges, penalties, interest and costs and to collect and remit the same to Whitpain, less normal collection charges. Should East Norriton fail to remit any sewer rental when requested by Whitpain, then Whitpain shall have the right to disconnect said lot and dwelling from the Whitpain system.

5. It is agreed that by the payments made by East Norriton to Whitpain, East Norriton shall obtain no fixed property rights in Whitpain's sewage collection system. It is, however, understood that perpetually hereafter, East Norriton shall have the right to

deposit the sanitary sewage drained from these lots on Township Line Road to the Whitpain sanitary sewer system.

6. East Norriton acknowledges that it has received copies and is familiar with all ordinances of Whitpain pertaining to plumbing and sewage and hereby agrees to comply with the Whitpain ordinances pertaining thereto. At its option, Whitpain may inspect the installation made at DiSanto's property located in East Norriton Township.

7. East Norriton agrees to report to Whitpain the connection to the sanitary sewer immediately upon its installation and such connection shall be billed as hereinbefore agreed.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors, administrators and assigns. Provided, however, DiSanto shall not assign, mortgage or pledge this Agreement or any part thereof or any of DiSanto's obligations hereunder without the written consent of East Norriton and Whitpain. Without such written consents, no such assignment, mortgage or pledge shall be valid.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their

respective officers and their seals hereto affixed.

EAST NORRITON TOWNSHIP

BY: [Signature]

Attest: [Signature]

WHEATRAIN TOWNSHIP

BY: [Signature]

Attest: [Signature]

JOHN DISANTO

BY: [Signature]

Attest: _____

