

EXHIBIT F1

THIS AGREEMENT, made in duplicate, this day
of in the year 1944 by and between ERIE RAILROAD
COMPANY, hereinafter called the "Railroad Company", party of
THE MUNICIPAL AUTHORITY OF THE
the first part, and/BOROUGH OF GREENVILLE, a corporation
organized and existing under the laws of the Commonwealth of
Pennsylvania, party of the Second Part,

WITNESSETH: THAT

WHEREAS, the Party of the Second Part desires to
install and maintain its water main (hereinafter referred to
as the "Crossing"), underneath the tracks of the Railroad
Company, within the limits of the public highway known as
Main Street situate in the Borough of Greenville, County of
Mercer, and State of Pennsylvania, about 3666 feet west of
Mile-post No. 128 of said Railroad, in substantially the
location shown by the red line on the map hereto attached and
made a part hereof, bearing the following title:

"THE MUNICIPAL AUTHORITY OF THE
BOROUGH OF GREENVILLE, PA.
WATER WORKS IMPROVEMENTS
PIPE LINES
Morris Knowles
Incorporated
Engineers

Pittsburgh, Pa.

Scale: - As Shown

Dr. D.B. Rev. Oct. 8, 1943

Tr. D.B. Rev. Dec. 13, 1943

Ch. C.E.F. Rev. Dec. 23, 1943

Sheet 1 of 4

Date: - June 9, 1942

Rev. Jan. 21, 1944

Rev. Feb. 8, 1944

Rev.

C-14218

WHEREAS, the Railroad Company is willing to consent
to such crossing upon the following terms and conditions, and
it is desired that the installation and maintenance of said
Crossing shall be covered by a written agreement.

NOW, THEREFORE, in consideration of the sum of One
Dollar (\$1.00) paid to the party of the first part by the
party of the second part, the receipt whereof is hereby

acknowledged, and of the performance of the several covenants and conditions herein contained, it is hereby agreed as follows:

FIRST: Said Crossing shall consist of a twelve (12) inch water pipe, encased in a twenty four (24) inch corrugated metal pipe.

SECOND: Said Crossing shall be so laid that there shall be no joints underneath the tracks of the Railroad Company; all joints to be between said tracks or to the side thereof, and said crossing shall be installed in a prudent and workmanlike manner, and thereafter maintained in good order and repair at the sole cost and expense of the party of the second part in such a manner as not to interfere with or impair the safe and continuous operation of said Railroad.

THIRD: The party of the second part agrees at all times during the installing or repairing of said Crossing, at its sole expense, to support and sustain the tracks and roadbed of the Railroad Company to the end that traffic thereon shall not be hindered or delayed, and upon the completion of said work to restore the tracks and roadbed of said Railroad to the same or as good condition as before said work was commenced.

The Railroad Company may at its option do all the work, necessary to support and sustain its tracks and roadbed during installation of said Crossing, or during any repairs thereto, and in case the party of the second part shall fail to make necessary repairs or to restore the tracks and roadbed as hereinbefore provided, the Railroad Company may do such work. The cost of all work done by the Railroad Company

FOURTH: No excavation shall be made underneath the tracks of the Railroad Company for the purpose of installing, or except in cases of emergency, for the purpose of repairing, or examining said Crossing until five days' notice shall have been given to the Division Superintendent of said Railroad Company, and all such work shall be done under the supervision of said Superintendent or of his duly authorized agent.

FIFTH: It is further understood and agreed that if at any time said highway shall be depressed or said Railroad Company shall change the grade of its tracks at the point where said Crossing crosses the same, or shall make any other changes which shall necessitate a change in the location or grade of said Crossing the party of the second part shall make such change at its own cost and expense, and in case the party of the second part shall fail to make such change after ten days' notice from the Railroad Company so to do said Railroad Company may at its option remove or change said Crossing and bill against the party of the second part for the cost thereof, which cost the party of the second part agrees to pay upon receipt of proper vouchers therefor.

SIXTH: The party of the second part agrees, upon the presentation of bill or voucher therefor, to repay to the Railroad Company, any and all cost and expense incurred by it for or in any way connected with the supporting of its tracks and other property during the installation, removal, relocation, renewal or repair of said Crossing.

SEVENTH: Said party of the second part agrees to release, indemnify, protect, and save harmless the Railroad Company from and against any and all loss of life or property, or injury or damage to the person or property of any person,

or relocation, or removal of said Crossing and facilities of said party of the second part when not caused solely by the fault, failure or negligence of the Railroad Company, except that if such loss, injury or damage shall have been caused by the joint or concurring fault, failure or negligence of both parties hereto, the same shall be borne by them equally.

EIGHTH: This agreement shall become effective upon the expiration of thirty days from the date when a copy thereof shall be filed in the office of the Secretary of the Pennsylvania Public Utility Commission; provided that if the said Commission shall, prior to the expiration of such period, institute a proceeding affecting its validity under the provisions of Section 911, Art. IX of the Public Utility Law, this contract shall become effective only upon the approval thereof by the said Commission. And in the event that any charges or expenses may accrue before the Public Utility Commission or by reason of its order, whether for advertising or otherwise, then the Licensee covenants to promptly pay the same or reimburse the Railroad Company therefor.

NINTH: This agreement shall carry to and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed; dated the day and year first herein written.

Witness:

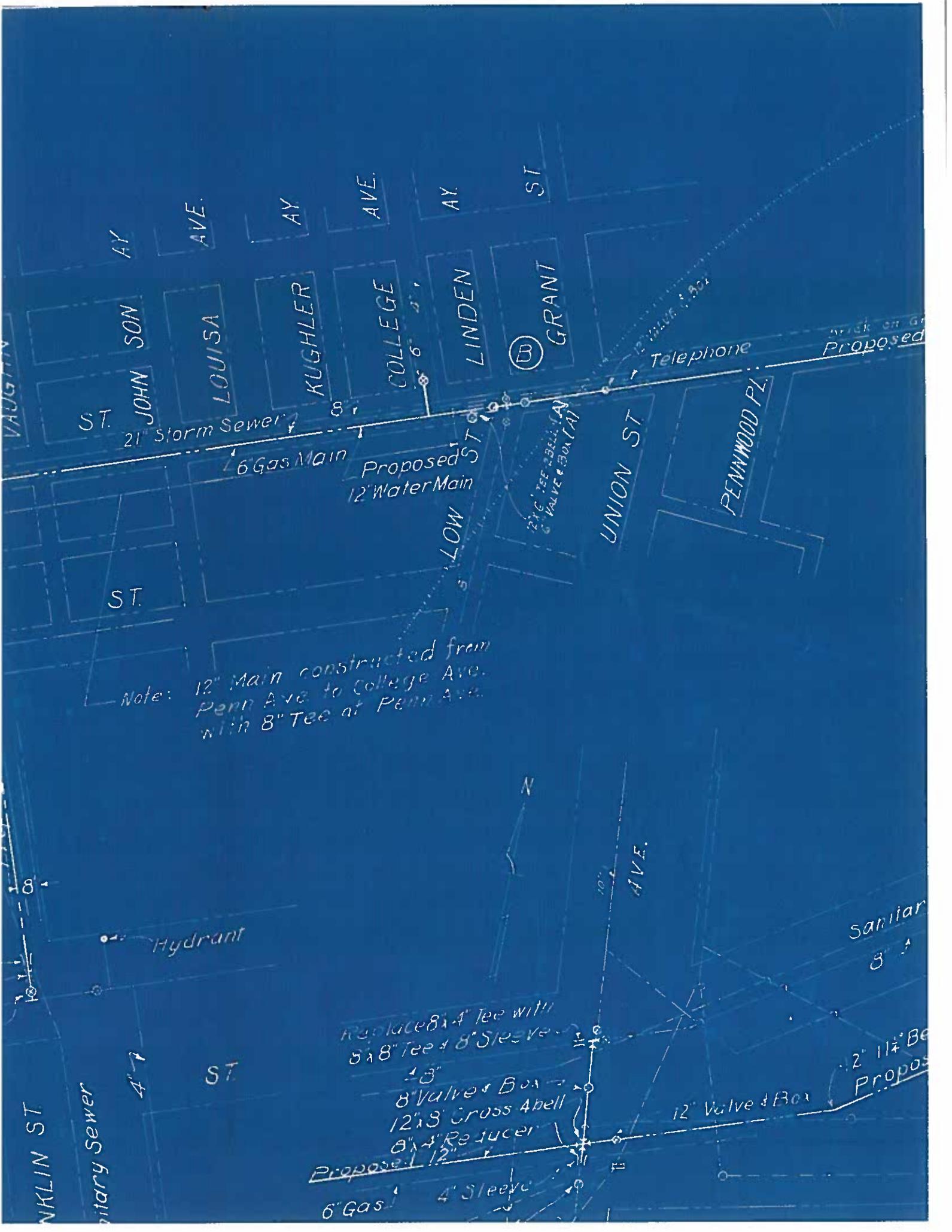
ERIE RAILROAD COMPANY,

By _____
General Land and Tax Agent.
THE MUNICIPAL AUTHORITY OF THE
BOROUGH OF GREENVILLE,

Attest:

C. B. H. D. . . .

- 21171



Note: 12" Main constructed from Penn Ave. to College Ave. with 8" Tee at Penn Ave.

Replace 8" x 4" Tee with 8" x 8" Tee & 8" Sleeve

Proposed 12" 12" x 3" Cross 4 bell 8" x 4" Reducer 4" Sleeve

12" Valve & Box

12" 11 1/2" Be Proposed

Sanitar 8"

Hydrant

Telephone

brick on Gr Proposed

12" Tee & Bell (A) VALVE & BOX (A)

LOW ST

Proposed 12" Water Main 6" Gas Main

21" Storm Sewer