

# **EXHIBIT F2**

*See file*

*College Ave  
# 10.00*

**THIS AGREEMENT**

MADE and entered into this 4th day of June, 1952,  
by and between the **BESSEMER AND LAKE ERIE RAILROAD COMPANY**, a corporation under  
the laws of the Commonwealth of Pennsylvania, whose principal office is in  
Frick Building, Pittsburgh, Pennsylvania, hereinafter called the Railroad Com-  
pany, party of the first part, and

**THE MUNICIPAL AUTHORITY OF THE BOROUGH OF GREENVILLE**, a corporation  
under the laws of the Commonwealth of Pennsylvania, whose principal office is  
at 14 Shenango Street, Greenville, Pennsylvania, hereinafter called the  
Authority, party of the second part.

**WITNESSETH THAT,**

**WHEREAS**, the Authority desires to lay down and maintain an eight (8)  
inch cast iron pipe across the land or right of way and under the track of the  
Railroad Company, to convey water, in the Borough of Greenville, Mercer County,  
Pennsylvania, and

**WHEREAS**, this Agreement is made at the request and for the benefit  
of the Authority.

**NOW THEREFORE**, in consideration of the payment of the sum of Ten  
Dollars (\$10.00), to be paid annually in advance, to the Railroad Company by  
the Authority, and the covenants and agreements herein contained, the parties  
hereto agree as follows:

**FIRST:** The Railroad Company grants to the Authority a license and  
privilege to lay down and maintain an eight (8) inch cast  
iron pipe upon the land or right of way and under the track of the Railroad  
Company at locations approximately at Right of Way Station 3012+88, within the  
limits of College Avenue, and across the easterly side of the land or right of  
way of the Railroad Company, all in the Borough of Greenville, Mercer County,  
Pennsylvania, as shown upon the Authority's Drawing A-16217, hereto attached,  
marked Exhibit A and made a part of this Agreement. The said cast iron pipe,  
which shall be used to convey water only across the land or right of way and  
under the track, shall be encased within an outer casing of reinforced concrete  
pipe twenty-four (24) inches in diameter, the casing, pipe and joints to be of  
any approved conduit construction of sufficient strength, to have its top not

less than five (5) feet from the base of the Railroad Company's rail at its closest point and to extend twenty (20) feet from the center line of the track of the Railroad Company.

SECOND: All material and workmanship required in the construction and maintenance of the pipe line herein provided for shall be furnished by the Authority but shall be subject to inspection at all times by a representative of the Railroad Company. Any material and workmanship declared to be unsatisfactory by the Railroad Company shall be replaced by the Authority at its own expense, with material and workmanship satisfactory to the Railroad Company. This privilege of the Railroad Company to inspect the material and workmanship involved in the construction and maintenance of the pipe line herein provided for, and to notify the Authority to renew, repair or replace material and workmanship unsatisfactory to the Railroad Company, shall not be construed as imposing any obligation whatsoever on the Railroad Company to inspect such material and workmanship and to notify the Authority to renew, repair or replace any material and workmanship, it being the intent of the parties to this Agreement that the sole responsibility for the material and workmanship, including the safe construction, maintenance and repair of the pipe line herein provided for, shall at all times be that of the Authority alone.

THIRD: The Authority agrees that it will, at its own expense, promptly repair the pipe line herein provided for in such manner as shall be designated by the Chief Engineer of the Railroad Company. In the event the Authority fails to keep this Agreement, then the Railroad Company may either make such repairs as it may deem necessary at the expense of the Authority or the Railroad Company may take up and remove said pipe line from the Railroad Company's land or right of way.

FOURTH: The Authority agrees that upon request from the Railroad Company it will, at its own expense, extend the twenty-four (24) inch casing, encasing the eight (8) inch water line herein provided for, such additional distance as may be designated by the Chief Engineer of the Railroad Company.

FIFTH: The Authority, as a part of the consideration for this Agreement, hereby releases and waives any and all claims and demands that it may or might have against the Railroad Company for and on

account of any damage or injury to the pipe, facilities or other property of the Authority whether attributable to the fault, failure or negligence of the Railroad Company, its officers or employees, or otherwise, and the Authority does hereby agree to indemnify, protect and save harmless the Railroad Company from any and all claims, demands, awards and actions made, brought or obtained against the Railroad Company for compensation for damages or injuries sustained by any and all employees of the Authority, whether due to or arising out of the negligence of the Railroad Company, its officers or employees, or otherwise. The Authority does further agree to indemnify, protect and save harmless the Railroad Company from any and all claims, demands, awards and actions made, brought or obtained against the Railroad Company for any and all injuries to persons and damages to property due to, caused by or growing out of the construction, maintenance, renewal, change, relocation and subsequent removal of the pipe line and facilities of the Authority, except when such damages and injuries are attributable to the sole fault, failure or negligence of the Railroad Company, and except that when such damages and injuries are attributable to the joint or concurrent negligence of both parties hereto, the same shall be borne by them equally.

SIXTH: The Authority agrees that if a permit or approval from the Public Utility Commission of the Commonwealth of Pennsylvania is necessary to make this Agreement legal and valid, the Authority will, without any expense to the Railroad Company, procure said permit or approval.

SEVENTH: It is hereby understood and agreed that neither the purpose nor intent nor the obligation of this Agreement, if and when approved by the Public Utility Commission of the Commonwealth of Pennsylvania, is such as to impair or in any wise affect the exercise by said Commission of any of the powers vested in it by the Public Utility Law.

EIGHTH: It is mutually agreed between the parties hereto that this Agreement shall become effective on July 15, 1952, and shall continue in effect thereafter for a period of thirty (30) years unless it is terminated in one of the ways hereinafter provided -

(a) This Agreement may be terminated at any time after July 15, 1952, by mutual agreement of the parties hereto.

(b) The Railroad Company, at any time shall have the option of terminating this Agreement should the Authority fail to perform or fulfill any of the agreements, undertakings, covenants, and conditions herein imposed upon the Authority, the Railroad Company to exercise its option by the giving of thirty days' written notice of such action to the Authority.

In the event this Agreement is terminated, the Authority shall remove its pipe line and appurtenances from the property of the Railroad Company within thirty (30) days from the date of the notice terminating this Agreement.

NINTH: The pipe line to be constructed under this Agreement shall be used for the sole purpose of conveying water and the license granted herein shall not be assigned by the Authority without the consent of the Railroad Company being first obtained.

IN WITNESS WHEREOF, the said Bessemer and Lake Erie Railroad Company has caused this Agreement to be signed in its corporate name by its President and has caused to be affixed hereto the common and corporate seal of the said corporation, attested by its Secretary the day and year first above written.

IN WITNESS WHEREOF, The Municipal Authority of the Borough of Greenville has caused this Agreement to be signed in its corporate name by its Chairman and has caused to be affixed hereunto the common and corporate seal of the said Authority, attested by its Secretary, the day and year first above written, which action is taken in pursuance of a formal resolution of The Municipal Authority of the Borough of Greenville authorizing the above officers to execute this Agreement on its behalf.



ATTEST:

BESSEMER AND LAKE ERIE RAILROAD COMPANY

*[Signature]*  
Secretary

By

*[Signature]* (SEAL)  
President

ATTEST:

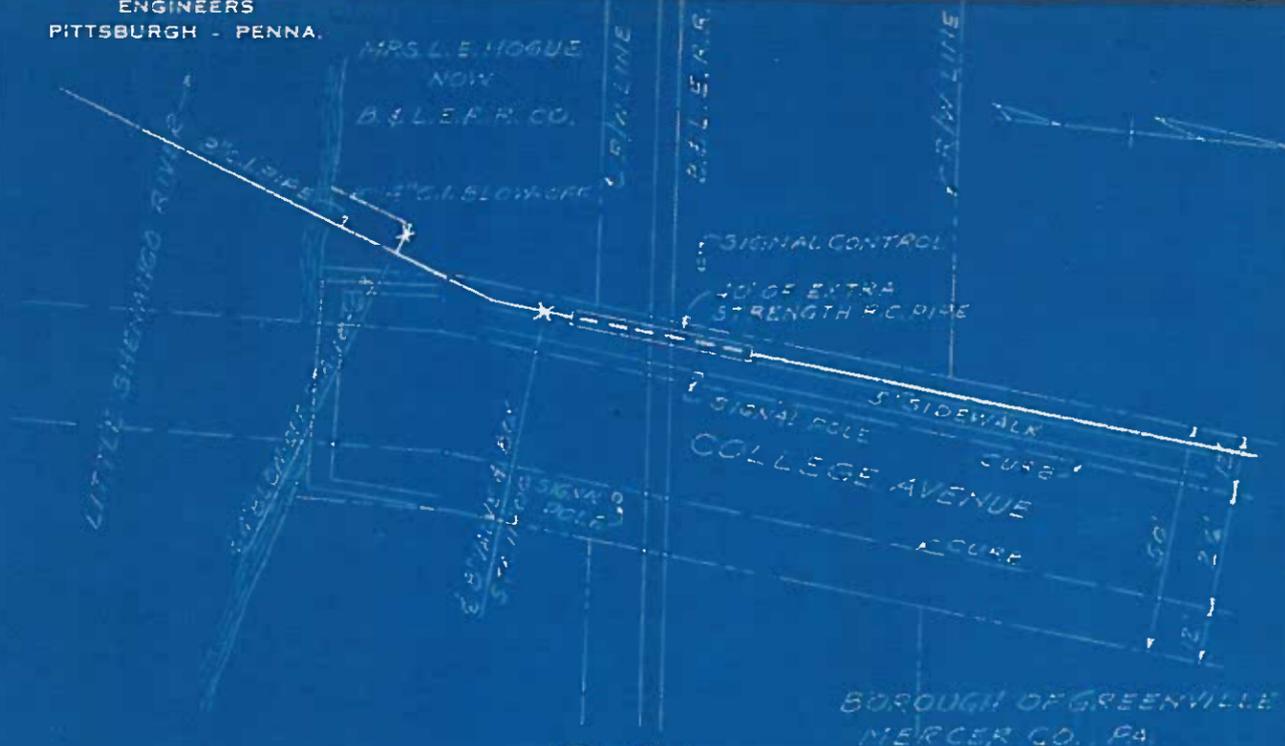
THE MUNICIPAL AUTHORITY OF THE BOROUGH OF GREENVILLE

*[Signature]*  
Secretary

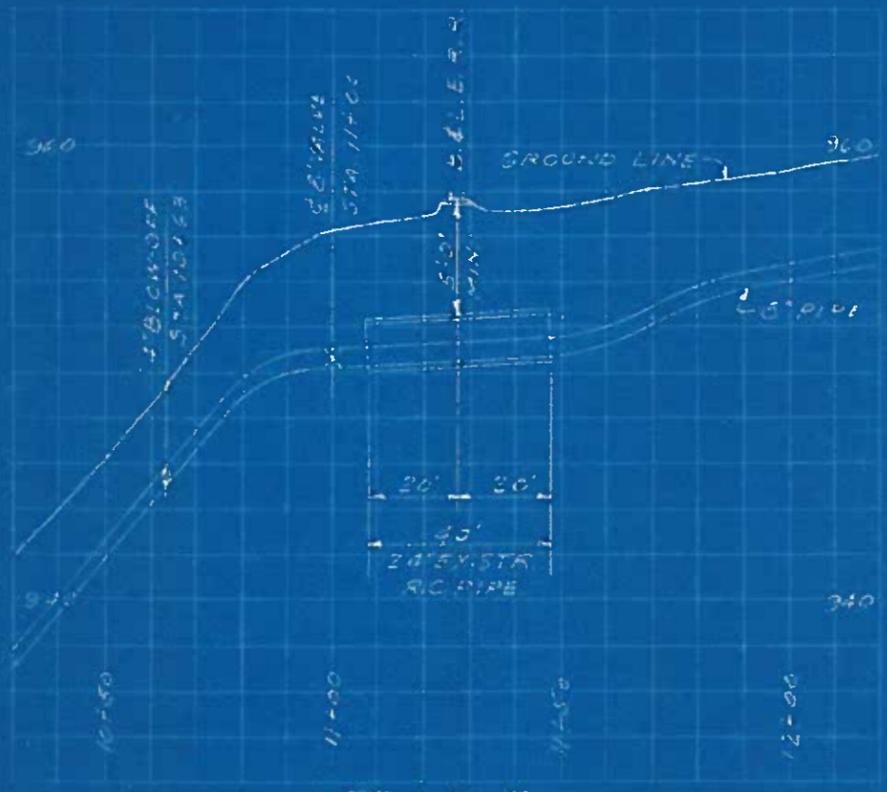
By

*[Signature]* (SEAL)  
Chairman

ENGINEERS  
PITTSBURGH - PENNA.



PLAN  
SCALE: 1" = 40'



PROFILE  
HOR. 1" = 40'  
VERT. 1" = 8'

EXHIBIT "A"

DR. RFB.	DATE 5-14-57	THE MUNICIPAL AUTHORITY OF THE BORO OF GREENVILLE, PA.
TR. RFB.	SCALE AS SHOWN	PROPOSED INSTALLATION OF 5" C.I. WATER MAIN UNDER TRACK
CH. MAS	REV.	OF BESSEMER & LAKE ERIE RAILROAD CO. OF PENNA.

NO. 2187  
S.E. CO., N.Y.

A-16217