

AGREEMENT OF DEDICATION

This Agreement, made this _____ day of _____, 20__, by and between _____ of _____ Township, Centre County, Pennsylvania, parties of the first part, hereinafter called "GRANTORS";

AND

SPRING-BENNER-WALKER JOINT AUTHORITY, a municipal authority, having its principal address at 170 Irish Hollow Road, Bellefonte, Pennsylvania, party of the second part, hereinafter called, "GRANTEE";

WITNESSETH:

That the GRANTORS, for and in consideration of the sum of ONE DOLLAR (\$1.00), unto them voluntarily paid at and before this sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents does grant, bargain and sell unto GRANTEE, its successors and assigns, all their right, title, interest and privilege in that sewer line extension, and all pipes, fittings, manholes, accessories and apparatus accessory thereto, located in _____ Township, Centre County, Pennsylvania, as constructed by GRANTORS and located on GRANTORS' property and in the public rights of way of _____ in the _____ Subdivision, Phase _____, as shown on plans entitled " _____ Subdivision, Phase _____, Sanitary Sewer As-Built Record Drawings for Spring-Benner-Walker Joint Authority," dated _____, prepared by _____, on file with Spring-Benner-Walker Joint Authority.

To have and to hold all and singular the privileges and rights aforesaid to it, the said GRANTEE, its successors and assigns, to and for the only proper use and behoof of it and the said GRANTEE, its successors and assigns forever.

The GRANTEE'S acceptance of the sewer system is subject to the following conditions:

1. The GRANTORS hereby transfer any right, title and interest they may have in and to the aforesaid sewer line located within _____ Township, Centre County, Pennsylvania, to GRANTEE without additional costs whatsoever.

2. In considerations therefore, the GRANTEE hereby accepts the aforesaid sewer line and appurtenances and assumes continuing responsibility for its maintenance and repair.

3. The GRANTORS hereby warrant that the aforesaid sewer line is otherwise free and clear of all liens and encumbrances including, but not necessarily limited to, the contracted equipment charge with labor relative thereto; and that the GRANTEE receives the same free and clear of all said liens and encumbrances of any kind and GRANTORS agree to protect, defend, indemnify and hold harmless GRANTEE of and from any and all liens or encumbrances or costs necessary to clear said liens and encumbrances that may arise or otherwise be proven to affect the aforesaid sewer line.

However, the aforesaid warranty given by GRANTORS shall be specifically limited solely to whatever ownership interest GRANTORS may have in the pipes, fittings, manholes and facilities associated with the aforesaid sewer line; and that said obligations do not represent a continuing warranty or indemnification as to the continuing operation of the same or of its fitness for any particular purpose.

4. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be properly executed the day and year aforesaid.

WITNESS

GRANTORS

ATTEST:

SBWJA Secretary

SPRING-BENNER-WALKER JOINT AUTHORITY

SBWJA Chairman