

NOTE – This form is only a SAMPLE. The actual agreement will be designed to meet the specific requirements of each situation.

**North Huntingdon Township Municipal Authority
Agreement
Granting Permission to Build in Right-of-Way**

THIS AGREEMENT, made this ____ day of _____, 2005, by and between

_____, North Huntingdon, Westmoreland County, Pennsylvania, hereinafter called "Owners",

SAMPLE

NORTH HUNTINGDON TOWNSHIP MUNICIPAL AUTHORITY, 11265 Center Highway, North Huntingdon, Westmoreland County, Pennsylvania, hereinafter called "Authority".

WITNESSETH THAT:

WHEREAS, _____ and _____ are the owners of a house and lot located at _____, North Huntingdon, Pennsylvania, through which exists a sanitary sewer right of way owned by the Authority; and

WHEREAS, Owners desire to build a _____ which, once constructed, will partially extend over a portion of said sanitary sewer right of way; and

WHEREAS, Owners have represented to the Authority that the _____ will not extend over any portion of the actual sewer line located within said right of way; and

WHEREAS, in the event it becomes necessary for the Authority to excavate or otherwise maintain the sewer line, Owners have agreed to permit the Authority to use a portion of their property on the opposite side of the right-of-way; and

WHEREAS, the Authority desires to grant Owners permission to construct said _____ as long as said _____ will not extend over any portion of the actual sewer line located within the said right of way; and

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WHEREAS, the Owners must obtain written permission from the Authority to construct said _____ over a portion of the said right of way before obtaining a building permit from North Huntingdon Township;

NOW, THEREFORE, for and in consideration of the sum of \$1.00, and intending to be legally bound hereby, the parties agree as follows:

1. The Authority hereby grants Owners permission to construct a _____ onto their home at _____, North Huntingdon, Westmoreland County, Pennsylvania, and over a portion of the sanitary sewer right of way owned by the Authority, which extends across said property.

2. Owners agree to construct said _____ only on a portion of said sanitary sewer right of way but not over any portion of the actual sewer line located within said right of way.

3. Owners agree to that in the event that said _____ interferes in any way whatsoever with the Authority's ability to inspect, maintain or repair the sanitary sewer line or said right of way, the Owners will be solely responsible for removing said _____, at Owners' sole cost and expense, within ten (10) days of receiving written notification from the Authority to remove same. However, Owners also agree to permit the Authority to use a portion of their property on the opposite side of the right-of-way in the event it becomes necessary to excavate or otherwise maintain the line.

4. Owners further agree to indemnify and hold Authority harmless from any damages arising from the removal and/or installation and/or subsequent replacement of said _____.

5. The parties agree that the obligations and responsibilities created hereunder shall be binding upon their heirs, executors, administrators, successors and assigns.

6. Any notices which are required to be given under the terms of this Agreement shall be sent to the following addresses:

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For Owners:

For Authority:

North Huntingdon Township
Municipal Authority
11256 Center Highway
North Huntingdon, PA 15642

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

WITNESS:

SAMPLE

ATTEST:

NORTH HUNTINGDON TOWNSHIP
MUNICIPAL AUTHORITY

By: _____
Katherine B. Petrosky, General Manager