

**DEVELOPER’S AGREEMENT  
PUBLIC/SITE IMPROVEMENTS**

**THE MUNICIPAL AUTHORITY OF THE TOWNSHIP OF SOUTH FAYETTE  
ALLEGHENY COUNTY, PENNSYLVANIA**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between  
The Municipal Authority of the Township of South Fayette, Bridgeville, Allegheny County,  
Pennsylvania 15017, (hereinafter “MATSF”).

**AND**

<b>Development Company Name</b>		
<b>Developer’s Name/ Contact</b>		<b>Title</b>
<b>Street Address</b>		<b>City</b>
<b>State</b>	<b>Zip Code</b>	<b>Telephone</b>
<b>Project Name (include phase and section number if applicable)</b>		
<b>Municipal Authority of the Township of South Fayette Project File Number (This block to be filled out by MATSF)</b>		

**(Hereinafter “Developer”).**

Revision date: September 26, 2012

**WHEREAS**, it is the function of MATSF to provide sewage services in the Township of South Fayette, Allegheny County, Pennsylvania (hereinafter referred to as “Township”);

**WHEREAS**, it is also the desire of the MATSF to afford all persons, including land developers, the opportunity to know the policies of the MATSF with respect to the development of land and the care of Township/Authority infrastructure, roads and other property within the Township boundaries;

**WHEREAS**, the developer desires to develop certain land in the Township for the purpose of \_\_\_\_\_ Land Development/Sub-Division, (hereinafter referred to as “the Development”);

**WHEREAS**, the Developer is desirous of developing the aforementioned Development in compliance with all conditions of approval, and all applicable federal, state, county and municipal laws, codes and ordinances;

**WHEREAS**, the Developer agrees that it shall construct at its sole cost and expense (including but not limited to engineering, inspection and legal fees incurred by the MATSF) all those public and private improvements as identified in the aforementioned approved plan;

**WHEREAS**, to make the MATSF’s sewage facilities available, sanitary sewer lines must be extended from/to MATSF’s Facilities to and through the Development in accordance with plans to be prepared by a reputable certified Engineer and in the form to be approved by MATSF, which are attached hereto as Exhibit “A.”;

**WHEREAS**, the Developer is willing, in accordance with the terms and conditions set forth in this Agreement to extend sewer lines and construct and install related facilities (collectively, the Facilities) in accordance with the Plans;

**WHEREAS**, MATSF is willing, pursuant to the terms of this Agreement to have sewer lines extended and have related facilities constructed and installed in accordance with the Plans and to provide sewage service to the Development;

**WHEREAS**, unless specifically agreed to otherwise, such improvements to be conveyed or otherwise dedicated to MATSF or other public body for public use shall comply with the standards and specifications of the MATSF and Township;

**WHEREAS**, private improvements shall be all those located on the subject property or on a contiguous portion of a street or right-of-way and as may be contained in the aforementioned development plans; additionally, from time to time municipal ordinances or a memorandum of the consulting engineer may address additional improvements including, but not limited to erosion control, excavating, grading, storm water management, sanitary collection and treatment facilities, water service, paving, curbing, sidewalks, landscaping, seeding, lighting, traffic warning and regulatory devices, recreational facilities, open space improvements, etc..

**WHEREAS**, the parties hereto, desire to enter into a legally binding agreement in reference to the aforesaid Development;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and promises hereinafter set forth, the parties agree to be legally bound as follows:

## ARTICLE I

### Recitals and Definitions

**Section 1.1**     **Recitals.** The recitals contained hereinabove shall be incorporated herein and made part of this Agreement.

**Section 1.2**     **Definitions.** Definitions are defined in the most recent edition of MATSF's Rules and Regulations and Specifications for the Construction of Sewage Lines and Appurtenances.

## ARTICLE II

### Construction of Facilities

**Section 2.1**     **Generally**

The Developer shall construct all Facilities as shown on, and in accordance with the plans and other municipal dictates. All materials, equipment and workmanship shall be in accordance with MATSF's latest revision of Rules and Regulation and Specifications for the Construction of Sewer Lines and Appurtenances (the "Specifications ") and otherwise satisfactory to MATSF in all respects. No amendments, modifications or changes shall be made to the Plans without the prior written approval of MATSF, which approval shall not be unreasonably withheld or delayed. All conceptual facility layouts shall be in conformance with the Township's adopted Act 537 Plan.

**Section 2.2**     **Installation**

It is understood and agreed that the Developer, any contractor and/or subsequent owner of the property to be served by this installation will install, at his own cost and expense and in accordance with the specifications and the Rules and Regulations of the Authority, building sewers for each lot or building requiring sewer service; the layout, and other design features to be subject to the approval of the AUTHORITY. Developer is ultimately responsible for all aspects of sanitary sewer installation within the Development. As such, Developer shall

include an obligation for all contractors/subcontractors to comply with all aspects of MATSF Rules and Regulations as part of the construction of private laterals and related sanitary sewer appurtenances for the various buildings within this Development.

**Section 2.3     Paving**

The Developer, shall construct the Facilities prior to the paving of the roads in the Development, shall properly backfill all trenches to prevent settlement under all proposed paved reads and shall comply with all Township/Authority ordinances, rules and regulations relating to road repaving, and restoration.

**Section 2.4     Permits**

The Developer shall apply for and obtain in the name of MATSF any and all necessary highway occupancy permits or similar permits required by any governmental agency and shall fully comply with all terms and conditions thereof.

**Section 2.5     Sanitary Facilities**

All facilities shall be accessible and in good working order and operating condition at point of substantial completion as well as through the maintenance period referred to in Article X. Further, the Developer shall be responsible for ensuring that all manholes remain accessible and not covered by building contractors throughout the complete build-out of the Development in accordance with Section 2.12 of this Agreement.

**Section 2.6     Commencement of Construction**

If the Developer fails to commence the construction of the Facilities within 180 days after date of the subdivision approval, MATSF shall have the right to terminate this Agreement upon 30 days prior written notice to the Developer. In the event of any such termination, MATSF and the Developer shall be relieved of any further obligations hereunder, except that the Developer's obligations with respect to the payment of Costs under Article III and indemnification under Article XI shall survive such termination.

**Section 2.7 Location**

The Development is now owned or will be acquired by Developer and is more particularly described in a deed(s) recorded in the Office of the Recorder of Deeds for Allegheny County, Pennsylvania, in Pittsburgh, Pennsylvania USA. Reference to ownership shall be provided by Developer upon request by Authority.

**Section 2.8 Days and Times for Construction**

All construction activities on the Facilities shall occur on Mondays through Fridays (with exception of federal and/or state holidays) in accordance with Township rules, unless prior approval of any exception has been granted by the municipality and/or Authority. No types of construction, demolition, grading, hauling or transporting work shall be performed on Sunday. Notwithstanding the foregoing, workers shall be permitted at the construction site to prepare their equipment for work prior to or subsequent to the above stated work hours.

**Section 2.9 Care of Roads**

During construction, the Developer or its contractors shall provide dust control and shall keep clean the roads, drives and highways surrounding the property which are used by vehicles and/or equipment entering and leaving the construction site. During the construction process, Developer will not traverse Township roads, right-of-ways or other Township property without arranging with the Township the posting of a maintenance bond or other financial security in an amount established by the Township Engineer and approved as to form by the Township's Solicitor.

**Section 2.10 Control of Construction Area**

During construction, the Developer and all contractors and all subcontractors shall police the construction area daily, keeping the same safe, free and clear of all rubbish, refuse, brush, debris and discarded building materials so as not to create a public nuisance. Further, the Developer shall remove from the site and dispose of all rubbish, refuse, brush, debris and discarded building materials, leaving the Development free and clear of the same prior to the release of any remaining financial security or final acceptance of any public improvements.

**Section 2.11 Site Grading**

Prior to the stripping of any top soil and site grading, the Developer shall have installed temporary soil erosion and silt control structures and facilities until the Storm Water Detention Facilities are constructed and conform as near as possible to all the recommendations by the United States Department of Agriculture, Soil Conservation Service, and construct any additional silt basins, vegetative waterways or control structures as may be recommended by the Authority Engineer to prevent water and siltation damages to adjoining properties.

**Section 2.12 Manholes**

The Developer shall require in his Agreements with various builders that manhole covers not be covered by final landscaping. The Developer shall make all necessary arrangements with the builder to adjust manhole grades and shall be responsible to notify the Authority of the proposed modification. The Developer will be ultimately responsible for assuring manholes are not covered throughout the duration of the development build-out.

**ARTICLE III**

**Developer's responsibility for costs**

**Section 3.1 Generally**

The Developer shall pay and be responsible for all Costs with respect to the Facilities and this Agreement.

### **Section 3.2 Costs**

The Developer shall be responsible for all costs in connection with this project as related to the sewer lines and appurtenances shown on Exhibit "A" attached hereto and made a part hereof: the term "Costs" shall include by may not be limited to the following: (1) Cost of all sewer lines; (2) Cost of connections to existing systems; (3) Cost of all manholes, appurtenances and all other related work; (4) Cost of all rights-of-way and lands, including acquisition and condemnation costs; (5) All engineering, legal, overhead and miscellaneous costs including the cost of preparation of this Agreement incurred in connection with the sewer line installations; and (6) Cost of resident engineering and inspection services required during construction and testing of lines.

### **Section 3.3 Deposit**

The Developer shall deposit with MATSF concurrently with the execution and delivery of this Agreement an amount equal to ONE THOUSAND FIVE HUNDRED (\$1,500.00) Dollars (the "Deposit"), to secure MATSF for the payment of the costs of engineering, legal, and such other costs as may be incurred by MATSF in connection with the Facilities and this Agreement (other than inspection as discussed in Section 3.5 below). Following the completion of construction of the Facilities and MATSF's acceptance thereof, the escrow amount should be replenished by the Developer as necessary to cover the costs of final inspection. Upon the payment in full of all costs incurred by MATSF in connection with the Facilities and this Agreement, and upon the release of the security furnished for the maintenance of the Facilities pursuant to Section 9.2, MATSF shall pay to the Developer the balance, if any, of the Deposit or any other funds held by MATSF under the provisions of this Article III.

### **Section 3.4 Performance Bond**

The Developer shall furnish to MATSF prior to or contemporaneously with the execution and delivery of this Agreement, surety: bonds, letters of credit or any other type of financial security authorized by 53 Pa.C.S.A. §5607(d)(23) of the Municipal Authorities Act in an amount equal to 110% of the estimated Cost of the Facilities,

all of which financial security shall be inform and substance satisfactory to MATSF and conditioned upon the prompt performance of the construction of the Facilities and the prompt payment of all material furnished and all labor supplied or performed in the construction of the Facilities.

### **Section 3.5     Inspection**

The Developer must submit to MATSF in the form of a check, 15% of the estimated construction costs for inspection. If at any time the account draws down below the initial deposit, the Developer must re-submit an additional 15% of the remaining estimated construction costs to cover the costs of inspection. Once all testing has been completed and is satisfactory to MATSF, any monies left in the Developer's account shall be returned to the Developer.

The Developer and/or Home Builder acknowledge that upon application for building sewer permit and/or occupancy permit, the Authority shall be provided twenty-four (24) hours notice when the building drain, sewer and related facilities are ready for inspection and connection to the public sewer but prior to connection to the trap and prior to backfilling. Final inspection will not be scheduled until all applications for service have been submitted and approved and all tapping fees or other charges due and payable have been remitted to the Authority

### **Section 3.6     Cost Enforcement**

If the Developer fails to observe the rules and regulations of MATSF or defaults in the performance or the observance, of any obligation or agreement on the part of the Developer herein contained and MATSF employs attorneys or incurs other expenses for the enforcement of MATSF's rules and regulations or the provisions of this Agreement, the Developer agrees to pay to MATSF the reasonable fees of such attorneys and any such other expenses so incurred, by MATSF.

**Section 3.7 Interest.**

All bills submitted by MATSF to the Developer for Costs incurred by MATSF under this Article III in excess of the Deposit shall be due and payable upon presentation to the Developer, and 60 days thereafter shall bear interest at the maximum rate permitted by law.

**Section 3.8 Televising.**

Unless the Developer chooses to engage the services of a mutually agreed upon 3<sup>rd</sup> party contractor, MATSF will perform Closed Circuit Televising (CCTV) inspection of the public sanitary sewers installed. The fee for this work will be \$1.25 per lineal foot. The Developer will be notified should debris in the sewer require line-cleaning to complete inspection and require the services of an outside contractor to clean the sewer or should any other defect be identified that requires correction. Developer will bare the cost of same.

**ARTICLE IV**

**Contractor; Materials; Inspection**

**Section 4.1 Approval of Contractor.**

MATSF shall have the right to approve the Developer's contractor. The Developer shall furnish to MATSF a resume of the contractor's experience, the contract specifications, a cost breakdown and evidence that said contractor carries sufficient insurance;

**Section 4.2 Insurance**

Developer shall assure that sanitary sewer contractor will obtain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies and on forms acceptable by Owner.

A. Commercial General And Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence.

If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

B. Owners And Contractors Protective Liability Insurance

At the Owners request, the Contractor shall maintain Owners and Contractors Protective Liability (OCP) insurance on behalf of Owner, as named insured, with a limit of \$2,000,000.

C. Business Auto And Umbrella Liability

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation and employers liability insurance.

E. Evidence Of Insurance

Prior to commencing the Work, Contractor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, setting out compliance with the insurance requirements set forth above.

**Section 4.3 Materials.**

The Developer shall furnish evidence to MATSF that all materials to be incorporated into the Facilities comply with the Specifications set forth in.

**Section 4.4 Mandatory Pre-Construction Meeting and Inspection Scheduling**

A mandatory pre-construction meeting will be conducted by MATSF Engineer in advance of any sanitary sewer installation. During that meeting, specific requirements regarding scheduling of inspection will be provided. Absent specific instructions to the contrary, the Developer shall notify MATSF, in writing, 48

hours in advance of any construction. Construction inspection will be performed on a full-time basis by a representative of MATSF's consulting Engineer, unless otherwise stipulated. Each contractor's superintendent shall coordinate all construction activities with the MATSF Engineer or as directed in the pre-construction meeting/minutes.

**Section 4.5 Cessation of Work.**

MATSF shall have the right to require all work relating to the Facilities to cease and to be discontinued if, in the opinion of MATSF or its Consulting Engineer, the work constitutes a danger to MATSF's customers or the work is not being performed in accordance with the Specifications, the Plans, MATSF's Rules and Regulations, the terms of this Agreement and/or otherwise in a careful, good and workmanlike manner.

**ARTICLE V**

**Completion of Facilities**

**Section 5.1 Time for Completion.**

The Developer shall complete the construction of the Facilities within \_\_\_\_\_ calendar days after the work has commenced thereon, unless an extension is requested and ultimately approved by MATSF. If the Developer discontinues work on the Facilities for 90 calendar days or longer for any reason whatsoever, MATSF shall have the right to require an inspection of the Facilities at the expense of the Developer and to require performance of additional work necessary to make the Facilities acceptable to MATSF before permission will be given by MATSF to the Developer to resume work on the Facilities.

**ARTICLE VI**

**Title to the Facilities**

**Section 6.1 Title.**

If applicable, title to the Facilities constructed pursuant to this Agreement, including pumping facilities, building sewer line connections and related facilities, but excluding private building sewer lines and building drains, shall vest in MATSF immediately upon MATSF's acceptance of the facilities thereof as provided in Article IX. The

Developer shall execute and deliver, or cause to be executed and delivered, such bills of sale, assignments, deeds, conveyances and instrument, including easements, and take such other action as deemed necessary by MATSF to vest title to the Facilities in MATSF. The Developer will also provide to MATSF before acceptance of the Facilities all manufacturer's warranties and operating manuals for any facilities. MATSF shall have the right to extend the Facilities acquired by it under this Agreement and to make any other sewer extensions beyond or laterally from the Facilities without any obligation to provide any refund or reimbursement to the Developer.

## **ARTICLE VII**

### **Plans and Easements**

#### **Section 7.1    Plans.**

The Developer shall furnish to the MATSF reproducible "as-built" drawings on all sewer installations constructed in said easements or in such streets. The "as-built" drawings shall include plan view stationing of service connections, invert and top elevations at all manholes and lampholes, length of sewers, deflection angles and such other information as required by the MATSF. In addition to providing reproducible drawings for the Authority files, as-built information must be provided in a digital form satisfactory to MATSF that can be easily integrated into the Authority's Geographical Information System (GIS). In the event that the data is not provided in an approved digital format, any cost associated with the digitizing and input of the required information into the Authority's GIS will be deducted from the Developer's aforementioned Deposit

**Section 7.2        Easement Acquisition.** The Developer shall secure all necessary rights-of-way or easements at least fifteen (15) feet wide, giving the Developer and MATSF the free and uninterrupted use, liberty and privilege to construct and maintain a sewer line with all necessary connections and related facilities that may be required, together with the free ingress, egress and regress to and for the Developer, and MATSF, their successors and assigns at all times hereinafter to enter upon the right-of-way or easement for the purpose of construction, installation, maintenance, repair and/or replacement of the sewer line or lines. Where practicable, the Developer

shall cause all such easements to be shown on the recorded plan of Development and if requested by MATSF, the Developer shall revise and re-record such plan in order that all such easements shall be shown thereon. All instruments of conveyance shall be as to form and substance satisfactory to MATSF.

**Section 7.3**     **Certification of Easement and Facility Location.** Professional certification that all sanitary sewer/appurtenances that have been constructed lie within the established easements or rights-of-way shall be submitted with the as-built drawings using a defined geographic coordinate system acceptable to MATSF, preferably State Plan Coordinate System, Pennsylvania Zone South, North American Datum, 1983 in U.S. feet.

## **ARTICLE VIII**

### **Sewerage Permits**

**Section 8.1**     **Permit.** The Developer agrees to prepare sufficient data to permit MATSF to apply to the Pennsylvania Department of Environmental Protection for a Water Quality Management Permit, when required for the proposed sewage line or any other Federal, State or Local Agency having jurisdiction over the proposed sewer line installation. The Developer agrees not to begin construction of the sewer line extension until said permits are submitted of approval. Installation prior to receipt of required permits is done so at that sole risk of the Developer.

**Section 8.2**     **Failure to Secure Permit.** The Developer further agrees that, if the Commonwealth or other Agency refuse to issue a Permit, this Agreement will be considered null and void and both parties will be relieved of any further obligations, except that the Developer shall reimburse the MATSF for its costs incurred as of the date on which the MATSF has been notified of the rejection of the Permit Application. The Developer further agrees that the MATSF shall be held harmless in the event that the regulating agencies refuse to issue the required permits.

## ARTICLE IX

### Acceptance of Facilities; Applications for Service; Additional Work

**Section 9.1** Acceptance. After the Developer has fully performed its obligations under this Agreement, the Developer agrees that MATSF shall accept ownership of those Facilities described in Section 6.1 and shall so notify the Developer in writing.

**Section 9.2** Application for Services. Upon completion of all required testing of the newly installed public sanitary sewers, the Developer, or its successors or assigns shall submit written applications for sewage service on forms prescribed by MATSF, which applications shall be accompanied by payment of all applicable Connection Fees.

**Section 9.3** Service. After completion of all required testing of the newly installed public sanitary sewer and upon receipt of applications for service and payment of applicable connection fees, MATSF will furnish sanitary sewage service under the terms of this Agreement and in accordance with MATSF's schedule of rates and Rules and Regulations.

**Section 9.4** Additional Work. Upon any written request of MATSF made within 18 months after MATSF's acceptance of the Facilities, the Developer will, at its expense, promptly perform any such other work as may be requested by MATSF to permit it to properly operate and maintain the Facilities.

## ARTICLE X

### Financial Security; Maintenance

**Section 10.1** Certificate. As a condition precedent to the release by MATSF of any security provided under Section 9.1, the Developer shall deliver to MATSF a certificate signed by an Authorized Developer

Representative (hereinafter referred to) setting forth the names of all contractors, subcontractors, vendor and other persons who have supplied labor or materials in respect of the Facilities and stating that all such contractors, subcontractors, vendor and other persons have been paid in full.

**Section 10.2 Maintenance Security Sewers/Pump Stations.** The Developer shall maintain the Facilities and all work performed under this Agreement in good condition and repair for a period of 18 months from the date of MATSF's recognition of substantial completion which should be in writing. The date of initial acceptance shall be established by written correspondence specifying said date. As security for the performance by the Developer of its obligations under this Section 9.2 and as a condition precedent to MATSF's initial acceptance of the Facilities, the Developer shall furnish to MATSF a surety bond, letter of credit or any other type of financial security authorized by 53 Pa.C.S.A. §5607(d)(23) of the Municipal Authorities Act in an amount equal to 15% of the actual cost of the Facilities and in form and substance satisfactory to MATSF. All bonding and/or letters of credit must be approved of by MATSF .

## **ARTICLE XI**

### **Indemnification of Authority**

**Section 11.1 Indemnification.** The Developer shall protect, indemnify and save harmless MATSF and its members, directors, officers, employees, attorneys, engineers and agents` against and from any and all claims, liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against MATSF and its members, directors, officers, employees, attorneys, engineers and agents, or any of them, by reason of any accident, injury (including death) or damage to any person or property, however caused (other than the negligence or the willful misconduct of MATSF), resulting from, connected with or, growing out of any act of claim, commission or omission of the Developer or an officer, employee, agent, assignee, contractor or subcontractor of the Developer or any use, nonuse, possession, occupation, condition, operation, service, design, construction, acquisition, maintenance or management of, or in connection with, any

sewage Facilities, or any part thereof, and regardless of whether such liabilities, suits, actions, claims, demands, damages or losses be against MATSF, or any of its members, directors, officers, employees, attorneys, engineers or agents, or be against or be suffered or sustained by legal entities, officers, agents or other persons to whom MATSF or any of its members, directors, officers, employees, attorneys, engineers or agents may become liable; further, MATSF shall therefore not be liable for any damage or injury to the persons or property of the Developer or, any of its directors, officers, agents, contractors, subcontractors and employees, or any other person or entity who or which may be upon the Development. The Developer may, and if so requested by MATSF shall, undertake to defend, at its sole cost and expense, any and all suits, actions and proceedings of whatsoever kind brought against MATSF or any of its members, directors, officers, employees, attorneys, engineers or agents in connection with any of the matters indemnified against in this Section.

**Section 11.2. Notice of Claims.** MATSF shall give the Developer timely notice and shall forward to the Developer every demand notice, summons or other process received with respect to any claim or legal proceeding within the purview hereof but the failure of MATSF to give such notice shall not affect any right to indemnification hereunder.

## **ARTICLE XII**

### Miscellaneous

**Section 12.1 Authorized Developer Representative.** The Developer designates \_\_\_\_\_ as the person authorized to act on behalf of the Developer (the "Authorized Developer Representative"). Whenever under the provisions of this Agreement or in the construction of the Facilities, the approval of the Developer is required or MATSF is required to take some action at the request of the Developer, such approval or request shall be given for the Developer by the Authorized Developer Representative and MATSF shall be authorized to rely upon such approval or request.

**Section 12.2 Rates, Rules and Regulations.** The Developer agrees that this Agreement and the right to sewage service from the Facilities shall at all times be subject to the rates and the Rules and Regulations of MATSF.

**Section 12.3 Changes in Writing.** Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement, change, waiver, discharge or termination is sought.

**Section 12.4 Remedies Upon Breach of the Agreement.**

A. MATSF Remedies.

1. Upon the breach of this Agreement by the Developer, MATSF shall have the following rights:
  - a. To enforce the Posted Security or maintenance bond to effect completion or repair of any of the Improvements thereby indemnified;
  - b. To complete and/or repair the Improvements to the approved standard, and to charge the Developer for any costs not recovered by MATSF against the appropriate security;
  - c. To take any and all available legal and equitable remedies to secure compliance by the Developer with the terms of this Agreement.

**Section 12.5 Entire Agreement, Counterparts.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall supersede all, prior understandings and agreements between the parties with respect to such subject matter. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect any, of the terms hereof. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 12.6** **No Assignment**. The Developer may not assign or transfer its rights hereunder without the prior written consent of MATSF, which consent shall not be unreasonably withheld, conditioned, or delayed.

**Section 12.7** **Recordation**. This Agreement shall be a covenant running with the land and may be recorded.

**Section 12.8** **Successors and Assigns**. This Agreement shall bind the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto being duly authorized and intending to be legally bound have executed this Agreement as of the day and year first above written:

**THE MUNICIPAL AUTHORITY OF THE TOWNSHIP OF SOUTH FAYETTE**

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
By: Chairman  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER**

ATTEST:

\_\_\_\_\_  
Witness (Corporate Seal)

\_\_\_\_\_  
By:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_