



**COUNTY OF FRANKLIN
RECORDER OF DEEDS**
 Joy R. Heinbaugh, Recorder
 272 N. Second Street, Suite 205
 Chambersburg, PA 17201
 Phone: (717) 261-3872

*** RETURN DOCUMENT TO:**
 ANTRIM TOWNSHIP
 10655 ANTRIM CHURCH ROAD
 GREENCASTLE, PA 17225

Instrument Number - 202419895
 Recorded On 10/14/2024 At 2:14:10 PM
 * Instrument Type - EASEMENT AGREEMENT
 Invoice Number - 307093 User ID - TAJ
 * Grantor - ANTRIM TOWNSHIP
 * Grantee - GREENCASTLE AREA FRANKLIN COUNTY WATER AUTHORITY

* Total Pages - 9

*** FEES**

STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$40.25
COUNTY RECORDING FEE	\$41.00
COUNTY IMPROVEMENT FEE	\$2.00
ROD IMPROVEMENT FEE	\$3.00
GREENCASTLE-ANTRIM	\$0.00
SCHOOL DIST REAL TAX ANTRIM TOWNSHIP	\$0.00
TOTAL PAID	\$86.75

This is a certification page

DO NOT DETACH

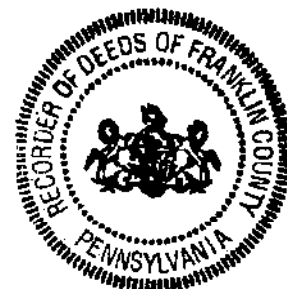
This page is now part of this legal document.

**Franklin County UPI Verification
UPI Verified On October 14, 2024 By TP**

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Franklin County, Pennsylvania.

Joy R. Heinbaugh

Joy R. Heinbaugh
Recorder of Deeds



* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

UPI # 01-0A17.-016.-000000

WATER LINE EASEMENT AGREEMENT

Made this 24th day of September, 2024, by and between **ANTRIM TOWNSHIP**, whose address is 10655, Greencastle, PA 17225 (hereinafter, collectively, "Grantor") **AND GREENCASTLE AREA, FRANKLIN COUNTY, WATER AUTHORITY**, a municipality authority organized and existing under the laws of the Commonwealth of Pennsylvania with principal offices located and being situate at 60 North Washington Street, Greencastle, Pennsylvania 17225 ("Grantee").

WITNESSETH that, for and in consideration of the sum of one dollar (\$1.00) dollar, and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, Grantor does hereby grant and convey to Grantee, its successors and assigns, an easement and right-of-way upon, across, over, and through certain real estate of the Grantor more particularly described as follows:

All that certain tract of land situated in Antrim Township, Franklin County, PA, being a "proposed 20-foot wide utility easement", as shown on an exhibit marked as Exhibit "A" and entitled, "Legal Description for Greencastle Area Franklin County Water Authority Service Easement Proposed Lot #1", dated December 14, 2023, by Pennoni Associates Inc, being bounded and described as follows:

Beginning at a point, said point being an existing rebar at the dividing line of lands now or formerly of Purdue Agricultural Business Grain, LLC (UPI#01-0A17.-019.) and lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #1) on the western legal right-of-way line of Molly Pitcher Highway (S.R. 0011).

Thence along the western legal right-of-way line of Molly Pitcher Highway (S.R. 0011) South 29 degrees, 33 minutes, 40 seconds East a distance of 733.51 feet to a point at the northern terminus of a 35.00 feet radius curve connecting the western legal right-of-way line of Molly Pitcher Highway (S.R. 0011) to the northern dedicated right-of-way line of Conrad Court.

Thence by a curve to the right having a radius of 35.00 feet, an arc distance of 39.48 and having a chord bearing of South 02 degrees, 45 minutes, 02 seconds West a distance of 37.42 feet to a point on the northern dedicated right-of-way line of Conrad Court.

Thence through the lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #1), North 29 degrees, 33 minutes, 40 seconds West a distance of 765.11 feet to a point on the dividing line of lands now or formerly of Purdue Agricultural Business Grain, LLC (UPI#01-0A17.-019.) and lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #1).

Thence along the dividing line of lands now or formerly of Purdue Agricultural Business Grain, LLC (UPI#01-0A17.-019.) and lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #1), North 60 degrees, 21 minutes, 32 seconds East a distance of 20.00 feet to the POINT AND PLACE OF BEGINNING.

Containing 15,124 square feet or 0.347 acres.

All that certain tract of land situated in Antrim Township and the Borough of Greencastle, Franklin County, PA, being a "proposed 20-foot wide utility easement", as shown on an exhibit marked as Exhibit "B" and entitled, "Legal Description for Greencastle Area Franklin County Water Authority Service Easement Proposed Lot #2", dated December 14, 2023, by Pennoni Associates Inc., being bounded and described as follows:

Beginning at a point, said point being on the western legal right-of-way line of Molly Pitcher Highway (S.R. 0011) at the dividing line of lands now or formerly of Frances L. Oaks (UPI#01-0A22.-013.) and lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #2).

Thence along the dividing line of lands now or formerly of Frances L. Oaks (UPI#01-0A22.-013.) and lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #2), South 50 degrees, 36 minutes, 26 seconds West a distance of 20.30 feet to a point on the dividing line of lands now or formerly of Frances L. Oaks (UPI#01-0A22.-013.) and lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #2).

Thence through the lands now or formerly Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #2), North 29 degrees, 33 minutes, 40 seconds West a distance of 601.09 feet to a point on a curve connecting the southern right-of-way line of Conrad Court to the western legal right-of-way line of Molly Pitcher Highway (S.R. 0011).

Thence by a curve to the right having a radius of 35.00 feet, an arc distance of 39.48 and having a chord bearing of South 61 degrees, 52 minutes, 21 seconds East a distance of 37.42 feet to a point on the western legal right-of-way line of Molly Pitcher Highway (S.R. 0011).

Thence along the western legal right-of-way line of Molly Pitcher Highway (S.R. 0011), South 29 degrees, 33 minutes, 40 seconds East a distance of 566.01 feet to the point and place of beginning.

Containing 11,808 square feet or 0.271 acres.

The aforementioned easement and rights-of-way, together with all of the rights and privileges appurtenant thereto, shall be used for the purpose of the placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing of a water distribution system owned by Grantee. In addition to the easements, rights, and privileges herein conveyed, Grantee shall have the right to use so much of the surface of the property of the Grantor as may be reasonably necessary to construct, install, and repair, within the right-of-way granted hereby, the facilities contemplated by this grant.

Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions, or facilities in the area of the right-of-way or easement, deemed by the Grantee to interfere with the proper and efficient use of the easement for the purposes hereinbefore named; provided, however, that the Grantee, at its own expense, shall restore, as nearly as possible, the property to its original condition, including the backfilling of trenches, the replacement of fences, and reseeded of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

Grantor shall have the right to make any use of the easement or right-of-way not inconsistent with the rights herein granted to the Grantee and the use of the easement by the Grantee for the purposes named. The Grantor shall not erect any building, fence, or other structure on the said right-of-way; make a fill or excavation of earth so as to cause a change in the contour; inundate the land with water within the easement area, or make any other change, grade or slope within the area of the easement without first obtaining the written approval of the Grantee, which shall not be unduly withheld.

The easement rights and privileges granted hereunder shall terminate when, or at such time as, the purposes hereof cease to exist, are abandoned by the Grantee, or become impossible of performance.

The consideration stated herein shall be in full settlement for the right-of-way granted.

AND Grantor shall warrant generally the aforementioned easement and right-of-way.

IN WITNESS WHEREOF, said Grantor has caused the within Water Line Easement to be duly executed, the day and year first above written.

WITNESS:

GRANTOR(S):

Name: Jennifer Becknell

Name: [Signature]

STATE OF PENNSYLVANIA

:
: SS

COUNTY OF FRANKLIN

:

On this, the 24th day of September, 2024, before me, a Notary Public, personally appeared Antrim Township, and acknowledged that they have executed the foregoing Water Line Easement Agreement for the purpose therein contained by signing their names hereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

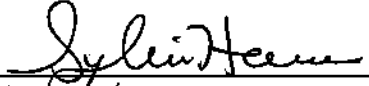
Commonwealth of Pennsylvania - Notary Seal
Sylvia Ruth House, Notary Public
Franklin County
My commission expires January 14, 2025
Commission number 1247012
Member, Pennsylvania Association of Notaries

Sylvia Ruth House
Notary Public
Sylvia Ruth House
My commission expires:

1/14/2025
I maintain an office in:
Franklin County, PA

I hereby certify that the Grantee's precise residence and complete post office address is:
60 N. Washington Street, Greencastle, PA 17225.

Witness my hand this 24th day of September, 2024.



Attorney/Agent for Grantee

EXHIBIT A
LEGAL DESCRIPTION
FOR
GREENCASTLE AREA FRANKLIN COUNTY WATER AUTHORITY
SERVICE EASEMENT
PROPOSED LOT #1
11800 MOLLY PITCHER HIGHWAY SOUTH
SITUATED IN
ANTRIM TOWNSHIP, FRANKLIN COUNTY, PA

BEGINNING AT A POINT, said point being an existing rebar at the dividing line of lands now or formerly of Purdue Agricultural Business Grain, LLC (UPI#01-0A17.-019.) and lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #1) on the western legal right-of-way line of Molly Pitcher Highway (S.R. 0011).

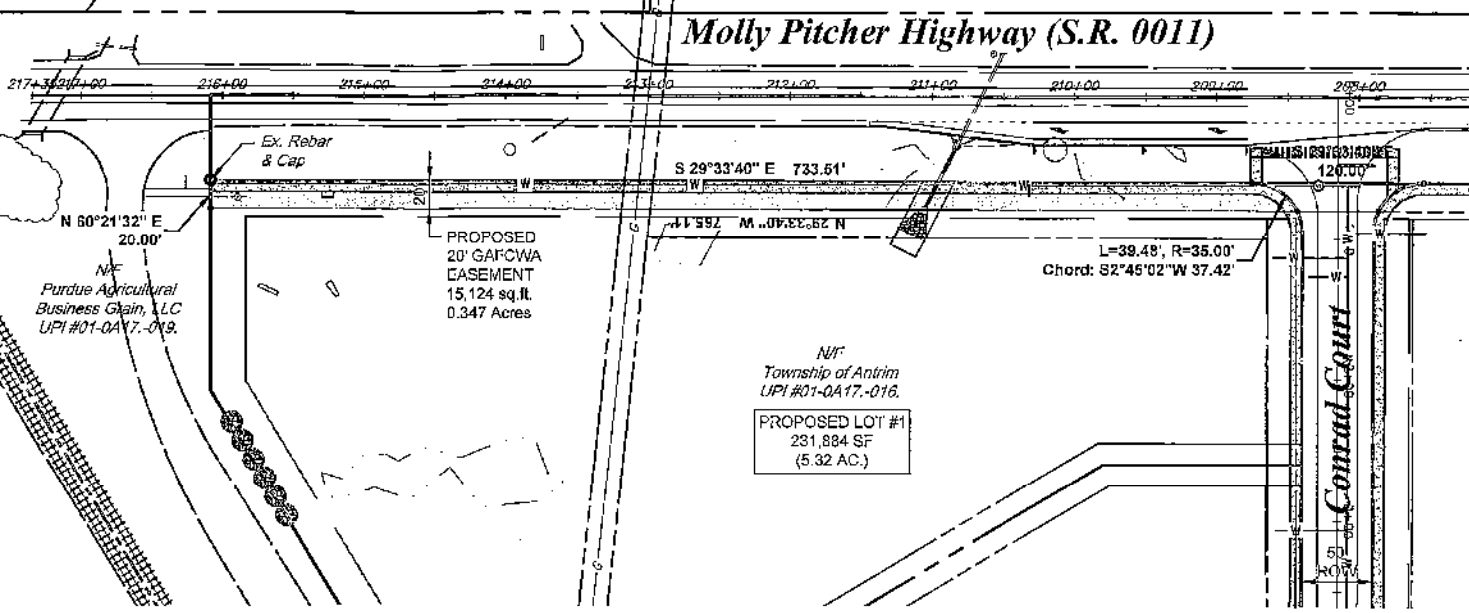
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Thence by a curve to the right having a radius of 35.00 feet, an arc distance of 39.48 and having a chord bearing of South 02 degrees, 45 minutes, 02 seconds West a distance of 37.42 feet to a point on the northern dedicated right-of-way line of Conrad Court.

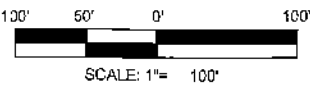
Thence through the lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #1), North 29 degrees, 33 minutes, 40 seconds West a distance of 765.11 feet to a point on the dividing line of lands now or formerly of Purdue Agricultural Business Grain, LLC (UPI#01-0A17.-019.) and lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #1).

Thence along the dividing line of lands now or formerly of Purdue Agricultural Business Grain, LLC (UPI#01-0A17.-019.) and lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #1), North 60 degrees, 21 minutes, 32 seconds East a distance of 20.00 feet to the **POINT AND PLACE OF BEGINNING**.

Containing 15,124 square feet or 0.347 acres



GRAPHIC SCALE



PENNONI ASSOCIATES INC.
 5072 Ritter Road, Suite 102
 Mechanicsburg, PA 17056
 T 717.975.6481 F 717.975.6480

WATER EASEMENT PLAN
 FOR
11800 MOLLY PITCHER HIGHWAY SOUTH
 FOR
 TOWNSHIP OF ANTRIM
 TOWNSHIP OF ANTRIM, FRANKLIN COUNTY, PENNSYLVANIA

PROJECT NO.	18-0438-001
DATE:	12/14/2023
SCALE:	1" = 100'
SHEET	1 of 2

EXHIBIT B
LEGAL DESCRIPTION
FOR
GREENCASTLE AREA FRANKLIN COUNTY WATER AUTHORITY
SERVICE EASEMENT
PROPOSED LOT #2
11800 MOLLY PITCHER HIGHWAY SOUTH
SITUATED IN
ANTRIM TOWNSHIP, FRANKLIN COUNTY, PA

BEGINNING AT A POINT, said point being on the western legal right-of-way line of Molly Pitcher Highway (S.R. 0011) at the dividing line of lands now or formerly of Frances L. Oaks (UPI#01-0A22.-013.) and lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #2).

Thence along the dividing line of lands now or formerly of Frances L. Oaks (UPI#01-0A22.-013.) and lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #2), South 50 degrees, 36 minutes, 26 seconds West a distance of 20.30 feet to a point on the dividing line of lands now or formerly of Frances L. Oaks (UPI#01-0A22.-013.) and lands now or formerly of Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #2).

Thence through the lands now or formerly Township of Antrim (UPI#01-0A17.-016.)(Proposed Lot #2), North 29 degrees, 33 minutes, 40 seconds West a distance of 601.09 feet to a point on a curve connecting the southern right-of-way line of Conrad Court to the western legal right-of-way line of Molly Pitcher Highway (S.R. 0011).

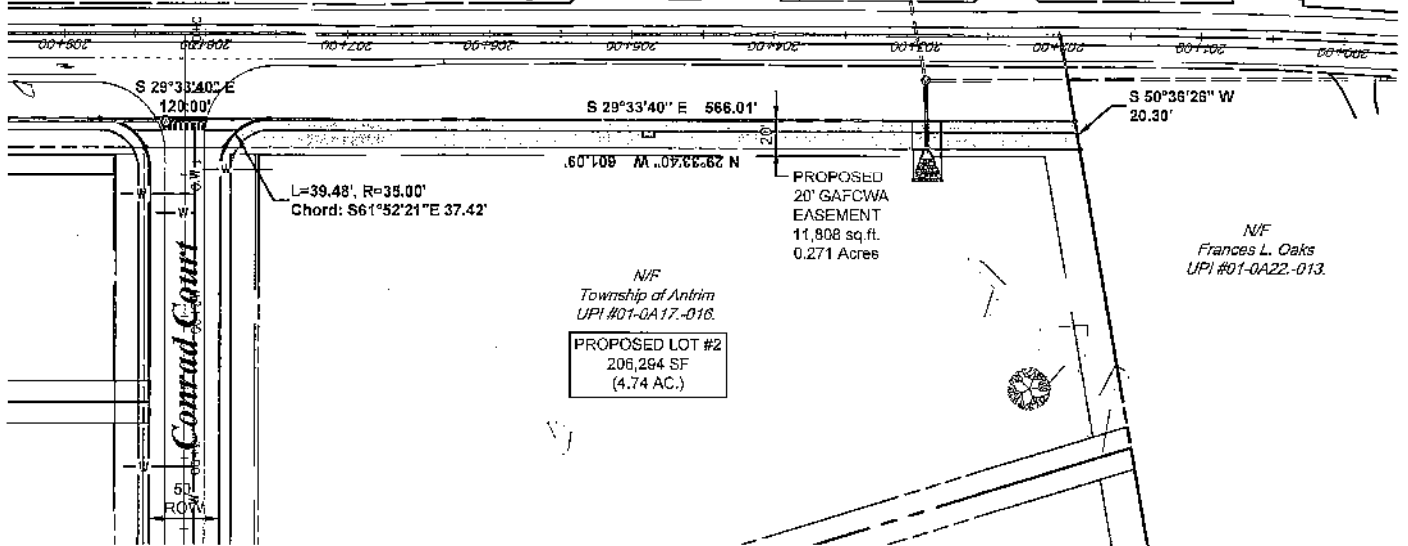
Thence by a curve to the right having a radius of 35.00 feet, an arc distance of 39.48 and having a chord bearing of South 61 degrees, 52 minutes, 21 seconds East a distance of 37.42 feet to a point on the western legal right-of-way line of Molly Pitcher Highway (S.R. 0011).

Thence along the western legal right-of-way line of Molly Pitcher Highway (S.R. 0011), South 29 degrees, 33 minutes, 40 seconds East a distance of 566.01 feet to the **POINT AND PLACE OF BEGINNING**.

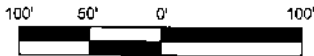
Containing 11,808 square feet or 0.271 acres



Molly Pitcher Highway (S.R. 0011)



GRAPHIC SCALE



SCALE: 1" = 100'



PENNONI ASSOCIATES INC.
 5072 Ritter Road, Suite 102
 Mechanicsburg, PA 17055
 T 717.975.6481 F 717.975.6480

WATER EASEMENT PLAN
 FOR
11800 MOLLY PITCHER HIGHWAY SOUTH
 FOR
 TOWNSHIP OF ANTRIM
 TOWNSHIP OF ANTRIM, FRANKLIN COUNTY, PENNSYLVANIA

PROJECT NO.
18-0439-001

DATE: 12/14/2023
 SCALE: 1" = 100'

SHEET
2 of **2**



COUNTY OF FRANKLIN
RECORDER OF DEEDS
Joy R. Heinbaugh, Interim Recorder
272 N. Second Street, Suite 205
Chambersburg, PA 17201
Phone: (717) 261-3872

* **RETURN DOCUMENT TO:**
ANTRIM TOWNSHIP
10655 ANTRIM CHURCH ROAD
GREENCASTLE, PA 17225
ATTN: ROSE KNABLE

Instrument Number - 202319788
Recorded On 10/17/2023 At 9:38:34 AM
* Instrument Type - EASEMENT
Invoice Number - 289414 User ID - TAJ
* Grantor - TOWNSHIP OF ANTRIM
* Grantee - 11800 MOLLY PITCHER HIGHWAY SOUTH

* Total Pages - 14

* **FEEES**

STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$19.00
COUNTY RECORDING FEE	\$50.00
COUNTY IMPROVEMENT FEE	\$2.00
ROD IMPROVEMENT FEE	\$3.00
GREENCASTLE-ANTRIM	\$0.00
SCHOOL DIST REAL TAX ANTRIM TOWNSHIP	\$0.00
TOTAL PAID	\$74.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

Franklin County UPI Verification
UPI Verified On October 17, 2023 By TP

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Franklin County, Pennsylvania.

Joy R. Heinbaugh

Joy R. Heinbaugh
Interim Recorder of Deeds



* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

**EASEMENT AGREEMENT AND DECLARATION
OF SPRINGING ACCESS EASEMENT**

THIS EASEMENT AGREEMENT AND DECLARATION OF SPRINGING ACCESS EASEMENT (the "Agreement") is made as of June 28, 2022, by Township of Antrim, a Pennsylvania Municipal Corporation with principal offices located at 10655 Antrim Church Road, Greencastle, (Township of Antrim), Franklin County, Pennsylvania 17225, hereinafter referred to as "Antrim".

RECITALS:

WHEREAS, Antrim owns a parcel of land located in Antrim Township, Franklin County, Pennsylvania depicted on the "GRADING & DRAINAGE PLAN FOR 11800 MOLLY PITCHER HIGHWAY SOUTH FOR TOWNSHIP OF ANTRIM", prepared by Snyder, Secary & Associates, LLC dated 03/26/2019, a copy of which is labeled Exhibit "A", attached hereto and incorporated herein by reference as if set forth in full hereunder, hereinafter referred to as the "Plan"; and

WHEREAS, Antrim desires to subject the Real Estate depicted on Exhibit "A" to certain easements and covenants as hereinafter set forth below.

EASEMENT FOR LOTS 2 AND 4 AND 1 AND 3

NOW, THEREFORE, Antrim, as sole owner of the Real Estate, hereby covenants and declares, on behalf of itself and its successors and assigns, that the Real Estate shall be held, conveyed, acquired, used and encumbered subject to the terms and provisions of this Agreement, all of which shall run with the land and bind and inure to the benefit of all individuals, entities and others who may now or hereafter own or acquire any right, title, estate or interest in or to any of the Real Estate, or who may now or hereafter occupy, use or enter upon any portion thereof:

1. Definitions.

(a) "Occupant" means a Tenant (as defined below), a subtenant of a Tenant, a concessionaire or licensee of any Tenant or subtenant, and all other individuals, entities, or the like in lawful possession of any portion of the Real Estate.

(b) "Owner" means a record owner of fee simple title to a portion of the Real Estate. A mortgage of any Owner shall not be an Owner unless and until such mortgagee shall succeed to the interest of any Owner in the Property by foreclosure, deed in lieu of foreclosure or otherwise.

(c) "Permittee" means a customer, patron, visitor or invitee of an Occupant or Owner.

(d) "Tenant" means a tenant of an Owner.

2. Access Easements.

(a) (i) Antrim hereby establishes and creates, and hereby reserves for itself and its successors in title to all or any portion of Lots 2 and 4, the non-exclusive easement, right-of-way and

privilege of passage, both pedestrian and vehicular (including, without limitation, cars, trucks and vans), in, to, over, under and across the portion of Lots 2 and 4 depicted and shown as the "30' ACCESS EASEMENT" located on the boundary line between Lots 2 and 4 on Exhibit "A" for the purpose of access, ingress, egress and regress to and from that 50' access road to Molly Pitcher Highway (S.R. 011) to be named Conrad Court.

(ii) The Owners of Lots 2 and 4 and all Occupants and Permittees of said Owner, may not park any cars, trucks or other vehicles in or otherwise obstruct the use of or access to the 30' Access Easement Area, and goods, equipment or other material may not be loaded or unloaded by the Owners of Lots 2 and 4, or any Occupant or Permittee of said Owners in the 30' Access Easement Area.

(iii) The Owners of Lots 2 and 4 and all occupants and permittee of said Owner shall be required to use the "30' ACCESS EASEMENT" for the purpose of access, ingress, egress and regress to and from that 50' access road to Molly Pitcher Highway (S.R. 011) to be named Conrad Court. The Owners of Lots 2 and 4 and all occupants and permittee of said Owner shall not be permitted to use any other means to provide access, ingress or egress to their lots.

(b) (i) Antrim hereby establishes and creates, and hereby reserves for itself and its successors in title to all or any portion of Lots 1 and 3, the non-exclusive easement, right-of-way and privilege of passage, both pedestrian and vehicular (including, without limitation, cars, trucks and vans), in, to, over, under and across the portion of Lots 1 and 3 depicted and shown as the "30' ACCESS EASEMENT" located on the boundary line between Lots 1 and 3 on Exhibit "A" for the purpose of access, ingress, egress and regress to and from that 50' access road to Molly Pitcher Highway (S.R. 011) to be named Conrad Court.

(ii) The Owners of Lots 1 and 3 and all Occupants and Permittees of said Owner, may not park any cars, trucks or other vehicles in or otherwise obstruct the use of or access to the 30' Access Easement Area, and goods, equipment or other material may not be loaded or unloaded by the Owners of Lots 1 and 3, or any Occupant or Permittee of said Owners in the 30' Access Easement Area.

(iii) The Owners of Lots 1 and 3 and all occupants and permittee of said Owner shall be required to use the "30' ACCESS EASEMENT" for the purpose of access, ingress, egress and regress to and from that 50' access road to Molly Pitcher Highway (S.R. 011) to be named Conrad Court. The Owners of Lots 1 and 3 and all occupants and permittee of said Owner shall not be permitted to use any other means to provide access, ingress or egress to their lots.

3. Access Easement Construction for Lots 2 and 4.

(a) Antrim shall not be responsible for construction of the paved cartway in the 30' Access Easement between Lots 2 and 4. The Owner of either Lot 2 or 4 that is the first to desire use of the "30' ACCESS EASEMENT" shall construct a paved cartway in the "30' ACCESS EASEMENT" according to Antrim Rules and Regulations. Said Owner shall pay for the costs of construction of the paved cartway with reimbursement to be made as set forth in 3(c) and (d) below. Said Owner shall obtain all required governmental approvals to construct the paved

cartway. The cartway shall be constructed in accordance with plans and specifications approved by Antrim. Said construction shall be in a lien-free, good, and workmanlike manner. The Owner constructing the cartway shall remove all material accumulations of trash and debris from the adjoining Lot caused by the performance of said work, and, when the work is complete, restore and/or repair the affected area of said adjoining Lot to a condition which is substantially equal to or better than the condition which existed prior to the commencement of the applicable work.

(b) The Owner of the adjoining Lot hereby grants and conveys to the Owner of the Lot constructing the cartway a non-exclusive temporary construction easement over portions of the adjoining Lot that are reasonably necessary for the placement of materials and equipment in connection with the performance of the construction of the cartway. This temporary construction easement shall expire upon the completion of the cartway.

(c) The Owners of Lots 2 and 4 shall share equally in the costs of the construction of the cartway provided that they both access the cartway at the same point. If one Lot Owner utilizes access to a point located further south of Conrad Court, then said Lot Owner shall be solely responsible for the construction costs from the location of his access point to the location of the access point for the other Lot. They shall share equally in the costs of construction from Conrad Court to the access point for the Lot located a shorter distance from Conrad Court.

(d) As stated previously, the Owner of the first Lot desiring use of the access easement, shall pay for the entire costs of constructing the paved cartway to his lot. At the time the Owner of the other Lot desires to use the access easement, he shall pay the Owner of the Lot that constructed the cartway for his/her/their/its costs according to the formula as set forth in 3(c) of this Agreement. Said costs shall be adjusted for inflation pursuant to the Consumer Price Index calculated by government statisticians at the US Bureau of Labor Statistics.

(e) If the Springing Easement as set forth in Section 8 of this Agreement ever comes into effect, then the construction cost formula as set forth in Section 8(b) of this Agreement shall also apply.

4. Access Easement Construction for Lots 1 and 3.

(a) Antrim shall not be responsible for construction of the paved cartway in the 30' Access Easement between Lots 1 and 3. The Owner of either Lot 1 or 3 that is the first to desire use of the "30' ACCESS EASEMENT" shall construct a paved cartway in the "30' ACCESS EASEMENT" according to Antrim Rules and Regulations. Said Owner shall pay for the costs of construction of the paved cartway with reimbursement to be made as set forth in 4(c) and (d) below. Said Owner shall obtain all required governmental approvals to construct the paved cartway. The cartway shall be constructed in accordance with plans and specifications approved by Antrim. Said construction shall be in a lien-free, good, and workmanlike manner. The Owner constructing the cartway shall remove all material accumulations of trash and debris from the adjoining Lot caused by the performance of said work, and, when the work is complete, restore and/or repair the affected area of said adjoining Lot to a condition which is substantially equal to or better than the condition which existed prior to the commencement of the applicable work.

(b) The Owner of the adjoining Lot hereby grants and conveys to the Owner of the Lot constructing the cartway a non-exclusive temporary construction easement over portions of the adjoining Lot that are reasonably necessary for the placement of materials and equipment in connection with the performance of the construction of the cartway. This temporary construction easement shall expire upon the completion of the cartway.

(c) The Owners of Lots 1 and 3 shall share equally in the costs of the construction of the cartway provided that they both access the cartway at the same point. If one Lot Owner utilizes access to a point located further north of Conrad Court, then said Lot Owner shall be solely responsible for the construction costs from the location of his access point to the location of the access point for the other Lot. They shall share equally in the costs of construction from Conrad Court to the access point for the Lot located a shorter distance from Conrad Court.

(d) As stated previously, the Owner of the first Lot desiring use of the access easement, shall pay for the entire costs of constructing the paved cartway to his lot. At the time the Owner of the other Lot desires to use the access easement, he shall pay the Owner of the Lot that constructed the cartway for his/her/their/its costs according to the formula as set forth in 4(c) of this Agreement. Said costs shall be adjusted for inflation pursuant to the Consumer Price Index calculated by government statisticians at the US Bureau of Labor Statistics.

(e) If the Springing Easement as set forth in Section 7 of this Agreement ever comes into effect, then the construction cost formula as set forth in 7(b) of this Agreement shall also apply.

5. Maintenance for Lots 1 and 3.

(a) The Owners of Lots 1 and 3 shall share in the maintenance, repair, improvement, and replacement, if necessary, for the paved cartway. Said costs shall be paid by the Owners of Lots 1 and 3 pursuant to the formula set forth in 4(c) of this Agreement.

(b) If the Springing Easement as set forth in Section 7 of this Agreement ever comes into effect, then the maintenance cost formula as set forth in Section 10 of this Agreement shall also apply.

6. Maintenance for Lots 2 and 4.

(a) The Owners of Lots 2 and 4 shall share in the maintenance, repair, improvement, and replacement, if necessary, for the paved cartway. Said costs shall be paid by the Owners of Lots 2 and 4 pursuant to the formula set forth in 3(c) of this Agreement.

(b) If the Springing Easement as set forth in paragraph 8 of this Agreement ever comes into effect, then the maintenance cost formula as set forth in Section 9 of this Agreement shall also apply.

SPRINGING ACCESS EASEMENT

7. Springing Easement for Lots 1 and 3.

(a) Declaration of Easement. Antrim does hereby establish, give, grant and convey, for the benefit of the Purdue Parcel, but under and subject to the terms and conditions set forth herein, a

non-exclusive perpetual easement for supplemental pedestrian and vehicular ingress, egress, and regress to and from the Purdue Parcel over the "30' ACCESS EASEMENT" between Lots 1 and 3 as shown on Exhibit "A". The easement in favor of the Purdue Land is to be reserved for future use by the current owners of the Purdue Land, their heirs, administrators, executors, successors, and assigns, to allow the owners, guests, business patrons and others to gain access to and from the Purdue Parcel by way of the "30' ACCESS EASEMENT" between Lots 1 and 3, and depicted on Exhibit A. No building or other structure shall be constructed above or within the "30' ACCESS EASEMENT" between Lots 1 and 3, except that the owners of Lots 1 and 3, their successors and assigns, may erect signs on the "30' ACCESS EASEMENT" between Lots 1 and 3, subject to the duty of removing the same once the easement granted hereunder springs into effect pursuant to the terms and conditions set forth herein. This easement created hereunder is intended to be for supplemental ingress, egress, and regress to and from the Purdue Parcel over the "30' ACCESS EASEMENT" between Lots 1 and 3.

(b) Purdue Parcel Future Township Approvals. Notwithstanding anything to the contrary set forth herein, the owner of the Purdue Parcel shall not have any right to use the easement granted above in Paragraph 7(a) until and unless the following conditions are met:

i) The Purdue Parcel is developed with primary vehicular and pedestrian ingress, egress and regress, to and from the Purdue Parcel to the "30' ACCESS EASEMENT" between Lots 1 and 3 in accordance with plans approved by the Township; and

ii) That the development and construction of the Purdue Parcel is completed in accordance with the plans approved by the Township; and

iii) The owner of the Purdue Parcel constructs a paved cartway on its property to the "30' ACCESS EASEMENT" between Lots 1 and 3; and

iv) If at the time the Owner of the Purdue Parcel desires to use the "30' ACCESS EASEMENT" between Lots 1 and 3 and the Owners of Lots 1 and 3 have constructed a paved cartway providing access to the 50' Access Road to Molly Pitcher Highway (S.R. 011) to be named "Conrad Court", the Owner of the Purdue Parcel shall pay for 100% of the costs for extending the paved cartway from the Purdue Parcel to the access point for either Lot 1 or Lot 3 located at the furthest point from the 50' Access Road to Molly Pitcher Highway (S.R. 011) to be named "Conrad Court"; and

v) The Owner of the Purdue Parcel reimburses the Owner of either Lot 1 or 3 located at the furthest point from Conrad Court for one half ($\frac{1}{2}$) of their cost of construction of the paved cartway from the access point at their Lot to the access point for the Lot located closer to Conrad Court; and

vi) The Owner of the Purdue Parcel reimburses the Owners of Lots 1 and 3 for one third ($\frac{1}{3}$) of their costs of constructing the paved cartway from Conrad Court to the access point for the Lot located nearer to Conrad Court; and

vii) The reimbursement by the Owners of the Purdue Parcel for the costs of construction by the Owners of Lots 1 or 3 as set forth in 7(b)(v) and 7(b)(vi) above shall be

adjusted for inflation pursuant to the Consumer Price Index calculated by government statisticians at the US Bureau of Labor Statistics; and

(viii) If the paved cartway is not constructed by the Owner of either Lot 1 or 3 at the time the Owner of the Purdue Parcel desires to use the "30' Access Easement" then the Owner of the Purdue Parcel shall be required to construct the paved cartway according to Antrim Township Rules and Regulations. The cartway shall not be constructed until plans for the cartway are approved by Antrim. The Owner of the Purdue Parcel shall not be entitled to any reimbursement for the construction of the paved cartway from their property to the "50' Access Road" to Molly Pitcher Highway (S.R. 011) to be named Conrad Court; and

(ix) The Owner of the Purdue Parcel complies with all other terms and conditions of this Declaration.

Once these conditions are met, the easement set forth in Paragraph 7(a) above shall spring into effect.

8. Springing Easement for Lots 2 and 4.

(a) Declaration of Easement. Antrim does hereby establish, give, grant and convey, for the benefit of the Oaks Parcel, but under and subject to the terms and conditions set forth herein, a non-exclusive perpetual easement for supplemental pedestrian and vehicular ingress, egress, and regress to and from the Oaks Parcel over the "30' ACCESS EASEMENT" between Lots 2 and 4 as shown on Exhibit "A". The easement in favor of the Oaks Land is to be reserved for future use by the current owners of the Oaks Land, their heirs, administrators, executors, successors, and assigns, to allow the owners, guests, business patrons and others to gain access to and from the Oaks Parcel by way of the "30' ACCESS EASEMENT" between Lots 2 and 4, and depicted on Exhibit A. No building or other structure shall be constructed above or within the "30' ACCESS EASEMENT" between Lots 2 and 4, except that the owners of Lots 2 and 4, their successors and assigns, may erect signs on the "30' ACCESS EASEMENT" between Lots 2 and 4, subject to the duty of removing the same once the easement granted hereunder springs into effect pursuant to the terms and conditions set forth herein. This easement created hereunder is intended to be for supplemental ingress, egress, and regress to and from the Oaks Parcel over the "30' ACCESS EASEMENT" between Lots 2 and 4.

(b) Oaks Parcel Future Township Approvals. Notwithstanding anything to the contrary set forth herein, the owner of the Oaks Parcel shall not have any right to use the easement granted above in Paragraph 8(a) until and unless the following conditions are met:

i) The Oaks Parcel is developed with primary vehicular and pedestrian ingress, egress and regress, to and from the Oaks Parcel to the "30' ACCESS EASEMENT" between Lots 2 and 4 in accordance with plans approved by the Township; and

ii) That the development and construction of the Oaks Parcel is completed in accordance with the plans approved by the Township; and

iii) The owner of the Oaks Parcel constructs a paved cartway on its property to the "30' ACCESS EASEMENT" between Lots 2 and 4; and

iv) If at the time the Owner of the Oaks Parcel desires to use the "30' ACCESS EASEMENT" between Lots 2 and 4 and the Owners of Lots 2 and 4 have constructed a paved cartway providing access to the 50' Access Road to Molly Pitcher Highway (S.R. 011) to be named "Conrad Court", the Owner of the Oaks Parcel shall pay for 100% of the costs for extending the paved cartway from the Oaks Parcel to the access point for either Lot 2 or Lot 4 located at the furthest point from the 50' Access Road to Molly Pitcher Highway (S.R. 011) to be named "Conrad Court"; and

v) The Owner of the Oaks Parcel reimburses the Owner of either Lot 2 or 4 located at the furthest point from Conrad Court for one half (1/2) of their cost of construction of the paved cartway from the access point at their Lot to the access point for the Lot located closer to Conrad Court; and

vi) The Owner of the Oaks Parcel reimburses the Owners of Lots 2 and 4 for one third (1/3) of their costs of constructing the paved cartway from Conrad Court to the access point for the Lot located nearer to Conrad Court; and

vii) The reimbursement by the Owners of the Oaks Parcel for the costs of construction by the Owners of Lots 2 or 4 as set forth in 8(b)(v) and 8(b)(vi) above shall be adjusted for inflation pursuant to the Consumer Price Index calculated by government statisticians at the US Bureau of Labor Statistics; and

(viii) If the paved cartway is not constructed by the Owner of either Lot 2 or 4 at the time the Owner of the Oaks Parcel desires to use the "30' Access Easement" then the Owner of the Oaks Parcel shall be required to construct the paved cartway according to Antrim Township Rules and Regulations. The cartway shall not be constructed until plans for the cartway are approved by Antrim. The Owner of the Oaks Parcel shall not be entitled to any reimbursement for the construction of the paved cartway from their property to the "50' Access Road" to Molly Pitcher Highway (S.R. 011) to be named Conrad Court; and

(ix) The Owner of the Oaks Parcel complies with all other terms and conditions of this Declaration.

Once these conditions are met, the easement set forth in Paragraph 8(a) above shall spring into effect.

9. Springing Easement Maintenance for Lots 2 and 4.

(a) The cost of maintenance, repair, replacement, snow and ice removal on the 30' Shared Access Easement shall be shared as follows:

i) The Owner of the Oaks Parcel shall be responsible for 100% of the cost from their property line to the access point for either Lot 2 or 4 located further south of Conrad Court.

ii) The Owner of the Oaks Parcel and the Owner of either Lot 2 or 4 located further south of Conrad Court shall share equally in the costs for that portion of the paved cartway between the access point for Lot 2 or 4 located further south of Conrad Court and the access point for the Lot located nearer to Conrad Court.

iii) The Owner of the Oaks Parcel and the Owners of Lots 2 and 4 shall each pay for one third ($\frac{1}{3}$) of the cost for that portion of the paved cartway between Conrad Court and the access point for Lot 2 and 4 located nearer to Conrad Court.

iv) If at the time the Owner of the Oaks Parcel desires to use the 30' Access Easement and only Lot 2 or 4 is using the 30' Access Easement, then the Owner of the Oaks Parcel shall pay 100% of the cost from their property line to the access point for the Owner of Lot 2 or 4 and the Owner of either Lot 2 or 4 using the access easement and the Owner of the Oaks Parcel shall pay for one half ($\frac{1}{2}$) of the costs from the access point for the Owner of Lot 2 or 4 using the access easement to Conrad Court.

v) If at the time the Owner of the Oaks Parcel is using the 30' Access Easement and neither the Owners of Lots 2 or 4 are using the easement then Owner of the Oaks Parcel shall be responsible for 100% of the costs.

10. Springing Easement Maintenance for Lots 1 and 3.

(a) The cost of maintenance, repair, replacement, snow and ice removal on the 30' Shared Access Easement shall be shared as follows:

i) The Owner of the Purdue Parcel shall be responsible for 100% of the cost from their property line to the access point for either Lot 1 or 3 located further north of Conrad Court.

ii) The Owner of the Purdue Parcel and the Owner of either Lot 1 or 3 located further north of Conrad Court shall share equally in the costs for that portion of the paved cartway between the access point for Lot 1 or 3 located further north of Conrad Court and the access point for the Lot located nearer to Conrad Court.

iii) The Owner of the Purdue Parcel and the Owners of Lots 1 and 3 shall each pay for one third ($\frac{1}{3}$) of the cost for that portion of the paved cartway between Conrad Court and the access point for Lot 1 and 3 located nearer to Conrad Court.

iv) If at the time the Owner of the Purdue Parcel desires to use the 30' Access Easement and only Lot 1 or 3 is using the 30' Access Easement, then the Owner of the Purdue Parcel shall pay 100% of the cost from their property line to the access point for the Owner of Lot 1 or 3 and the Owner of either Lot 1 or 3 using the access easement and the Owner of the Purdue Parcel shall pay for one half ($\frac{1}{2}$) of the costs from the access point for the Owner of Lot 1 or 3 using the access easement to Conrad Court.

v) If at the time the Owner of the Purdue Parcel is using the 30' Access Easement and neither the Owners of Lots 1 or 3 are using the easement then Owner of the Purdue Parcel shall be responsible for 100% of the costs.

11. Declaration of Prohibited Uses. Notwithstanding anything contained herein to the contrary, in the event that the Purdue Parcel is developed as a facility of any nature that would be in competition with the facility to be located on either Lot 1 or 3 of the Declarant's Parcel, then in such case, the springing easement granted hereunder shall not go into effect and the Springing Easement shall be void and of no further force and effect unless otherwise agreed to by Antrim.

12. Declaration of Prohibited Uses. Notwithstanding anything contained herein to the contrary, in the event that the Oaks Parcel is developed as a facility of any nature that would be in competition with the facility to be located on either Lot 2 or 4 of the Declarant's Parcel, then in such case, the springing easement granted hereunder shall not go into effect and the Springing Easement shall be void and of no further force and effect unless otherwise agreed to by Antrim.

13. Manner of Work. Whenever a party shall perform any construction, maintenance, repairs, or replacements to any area subject to an active easement in favor of the other party, such work shall be done expeditiously and in a good and workmanlike manner. Such work shall be carried out in a reasonable manner so as to not cause unreasonable disruption to any business operations. Such work shall also comply with the requirements set forth in the Code of the Township of Antrim.

14. No Reciprocal Parking. The easements described in this Document do not grant any reciprocal parking rights with respect to any parcel, nor restrict any future construction of improvements on any parcel, except that improvements cannot block driveways.

15. No Barriers. Neither the Owners of Lots 1, 2, 3 or 4, nor the owner of the Purdue or Oaks Parcel or their respective successors and assigns, shall park, construct, or erect a fence, wall, curb or other barrier in the 30' Access Easement.

16. Township of Antrim.

This Agreement does not impose or create any obligations on the Township of Antrim to construct, maintain, or repair in any manner either the easements created, or improvements required to be made in said easements by this document.

17. Covenants Running with Land. The rights and obligations provided herein shall run with the land and constitute benefits to and burdens upon Lots 1, 2, 3, and 4 as set forth herein and be binding upon and inure to the benefit of the Owners of Lots 1, 2, 3, and 4 their respective heirs, personal representatives, successors and assigns.

18. Scope. This instrument is not intended to and should not be construed to dedicate any rights, easements, or rights-of-way to the general public.

19. Governing Law. This Document shall be construed and governed by the laws of the Commonwealth of Pennsylvania and recorded in the Office of the Recorder of Deeds of Franklin County, Pennsylvania.

20. Successors and Assigns. The terms of this "Document" shall be binding upon the Owner of Lots 1, 2, 3 and 4 and their heirs, personal representatives, successors and assigns.

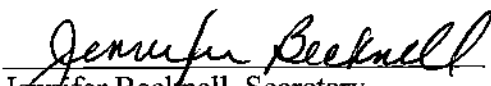
21. Amendment: Parties. Any amendment to this Document shall require the written approval of the then-current Owners of Lots 1, 2, 3 and 4 and the Township of Antrim, Franklin County, Pennsylvania and must be in recordable form to be recorded in the land records of Franklin County.


22. Severability. Invalidation of any of the provisions contained in this Document, or of the application thereof, to any person by judgment or court order, shall in no way affect any of the provisions hereof, or the application thereof, to any other person and the same shall remain in full force and effect.

IN WITNESS WHEREOF, this Easement Agreement and Declaration is executed as of the day and year first above written.

ATTEST:

TOWNSHIP OF ANTRIM


Jennifer Becknell, Secretary

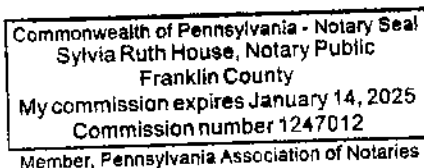
By: 
Rick Baer, Chairman


STATE OF PENNSYLVANIA

COUNTY OF FRANKLIN

On this, the 28th day of June, 2022, before me, the undersigned Officer, personally appeared **Rick Baer**, who acknowledged himself to be the Chairman of the Antrim Township Board of Supervisors, a municipal corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Board by himself as Chairman.

In witness whereof, I hereunto set my hand and official seal.





Notary Public
Printed Name: Sylvia Ruth House
My Commission Expires On: 1/14/2025

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Township of Antrim is:

10655 Antrim Church Road
Greencastle, PA 17225

Witnessed my hand this 28th day of June, 2022.



TOWNSHIP OF ANTRIM
11800 MOLLY PITCHER HIGHWAY SOUTH (CONRAD COURT)

WATER SERVICE MAIN EXTENSION AGREEMENT

THIS AGREEMENT made this 26th day of September, 2023, by and between GREENCASTLE AREA, FRANKLIN COUNTY, WATER AUTHORITY, a public corporation organized and existing under the Municipality Authorities Act of the Commonwealth of Pennsylvania, with its principal place of business at 60 North Washington Street, Greencastle, Pennsylvania 17225 (hereinafter referred to as the "AUTHORITY"), and TOWNSHIP OF ANTRIM, whose address is 10655 Antrim Church Road, Greencastle, PA 17225 (hereinafter referred to as the "DEVELOPER").

WHEREAS, the DEVELOPER owns and is developing, as the site of four (4) commercial/light industrial lots along the proposed Conrad Court Road, (hereinafter referred to as the "SITE"), in Antrim Township, Franklin County, Pennsylvania; and

WHEREAS, the DEVELOPER has applied to the AUTHORITY to provide water service to the SITE situated west of SR11 and generally between Williamsport Pike and South Washington Street, and which service will require the installation of ductile iron water main of approximately 470 lineal feet (LF) of 8-inch on Conrad Court and approximately 800 LF of 8-inch along SR11 and necessary valves, hydrants, fittings, and appurtenances (hereinafter referred to as the "PROJECT"), in accordance with the terms and conditions set forth hereinbelow and in the AUTHORITY Rules and Regulations for Water Service and in the AUTHORITY General Specifications for Water System Construction; and

WHEREAS, the parties hereto have agreed that such extension of water mains and appurtenances shall be made at the sole expense of the DEVELOPER, subject to provisions stated below.

NOW, THEREFORE, in consideration of the premises and of the express intention of both parties to be bound legally hereby, IT IS AGREED AS FOLLOWS:

(1) The DEVELOPER shall furnish and install, in accordance with AUTHORITY specifications and according to AUTHORITY Rules and Regulations, the water mains together with all necessary valves, fittings, hydrants, and appurtenances shown on the submission of the Final Subdivision Plan for 11800 Molly Pitcher Highway South drawings, Sheet Nos. CS 1.0, EX 2.1, SD 3.1, GD 4.1, UP 5.1, EP 6.1, PR 7.17.6, CD 8.1-8.4, ES 9.1, ES 10.1-10.4, SW 11.1, and SW 12.1-12.2 dated March 26, 2019 latest revision September 13, 2022, prepared by the DEVELOPER's engineer, Snyder, Secary & Associates, LLC, located in Harrisburg, Pennsylvania. The DEVELOPER also agrees to conform to the requirements in the AUTHORITY's engineering review comments, dated January 2, 2023. In the event that the DEVELOPER proposes to make changes in the drawings after receipt of AUTHORITY approval, the DEVELOPER shall submit plans of the proposed changes to the AUTHORITY for review and approval, and no affected construction shall proceed until the AUTHORITY's written approval of the proposed changes is secured. Prior to the start of construction, the DEVELOPER shall:

(a) submit construction drawings to the AUTHORITY for review and approval prior to soliciting bids for construction or as soon as possible if bids were already received and changes have been made.

(b) notify the AUTHORITY of the Pre-Construction meeting one (1) week in advance.

(2) The DEVELOPER shall have the right to award its own construction contracts for the construction of the PROJECT water service facilities. However, the DEVELOPER shall provide advance notification of proposed contractors to the AUTHORITY prior to awarding a contract to any contractor. Each contractor's work will at all times, be subject to inspection by an authorized representative of the AUTHORITY. All relevant work shall be performed in accordance with AUTHORITY General Specifications for Water System Construction and with AUTHORITY Rules and Regulations for Water Service.

(3) The DEVELOPER agrees to indemnify and hold harmless the AUTHORITY and its employees, agents, and officials from any and all liability arising directly or indirectly out of all activities conducted by the DEVELOPER, its agents, employees and contractors in connection with the PROJECT in this AGREEMENT and/or the performance thereof, except as set forth later in this article. The indemnifications shall include, but not be limited to, payment of all reasonable attorney fees and all incidental litigation expenses in the event the AUTHORITY or any of its employees, agents, and officials are sued upon a claim emanating or supposedly emanating from the construction of the water mains together with all valves, fittings, hydrants, and appurtenances and/or performance of this AGREEMENT, whether or not the AUTHORITY or any of its employees, agents, and officials are held liable. DEVELOPER shall not however, be liable for any portion of a judgment, nor associated litigation expenses, ultimately determined to be the result of the negligence of the AUTHORITY or any of its employees, agents, and officials.

(4) The DEVELOPER agrees to grade the area of the main extension to within 1 foot of finished grade prior to installing the water main and appurtenances and further agrees that it will not move heavy equipment on or near the water main trench when such movement endangers the newly installed main.

(5) The DEVELOPER shall guarantee the mains and appurtenances it furnishes, installs, and dedicates, and it shall remedy, at no cost to the AUTHORITY, any defects that develop therein during a period of 2 years from the date of final acceptance by the AUTHORITY. Within the six (6) months prior to the end of the two (2) year period, the AUTHORITY will perform or have performed leak detection on the mains and appurtenances and the leak detection and any required repairs will be at the expense of the DEVELOPER.

(6) The DEVELOPER agrees to bear all costs, including, but not limited to, all engineering, construction, inspection, preparation of as-built reference drawings, administration, legal and other costs incurred by the AUTHORITY for this PROJECT. DEVELOPER shall be billed on a monthly basis for the costs incurred by the AUTHORITY in connection with the PROJECT and agrees that it will pay all such costs in excess of the deposit within thirty (30) days of the invoice date. In the event that payment is not made in a timely manner, the AUTHORITY shall be under no obligation to incur additional out-of-pocket expenses in connection with the PROJECT and may, in addition to the exercise of all other remedies, in its sole discretion, cease further review of and/or work upon the PROJECT. In the event that the AUTHORITY suspends its review of and/or work upon the PROJECT and the DEVELOPER subsequently requests that the AUTHORITY resume the same, said request shall be accompanied by payment of all unpaid costs and finance charges at a rate of 1.5% per month to the date of the request.

(7) The DEVELOPER shall furnish and install, at its own expense, a separate service connection stub for each lot requiring such water service at the SITE.

(8) A separate water service application will be required for each lot prior to development. At that time, the size of service lines (domestic and fire) and design will be proposed and approved by the AUTHORITY. Service Line stubs can be split appropriately into domestic and fire service lines and appropriate meter vault determined and provided. The AUTHORITY agrees to waive the connection fee with the exception of inspection and administrative charges. All equipment, materials, and methods of construction shall be in accordance with AUTHORITY General Specifications for Water System Construction and shall be subject to AUTHORITY approval. Required domestic water service flows were estimated as 1,500 gallons per day (gpd) per lot. Prior to development of and water service to individual lots, additional reviews will be required to confirm actual requested domestic demand and fire flows.

(9) The AUTHORITY agrees that a meter will be installed at each domestic service connection. Meter installation locations shall be subject to AUTHORITY approval. The DEVELOPER agrees to reimburse the AUTHORITY for each meter installation and associated work completed for lots owned by the DEVELOPER at the time of meter installation in accordance with the AUTHORITY's then-current customer facilities fee schedule.

(10) The DEVELOPER agrees to install water-saving fixtures that comply with the latest edition of the Uniform Construction Code.

(11) The DEVELOPER agrees to furnish and install all plumbing and piping systems in accordance with ANSI NSF 61.

(12) The DEVELOPER shall dedicate to the AUTHORITY the water mains, appurtenances, and service connections to and including the curb stop. The effective date of acceptance shall be the date the facilities are completely installed and tested according to AUTHORITY General Specifications for Water System Construction. The DEVELOPER acknowledges that upon completion of construction and testing of the water mains, appurtenances, and service connections to and including the curb stop, the same shall become the property of the AUTHORITY. The DEVELOPER shall deliver to the AUTHORITY an executed deed of dedication for the water mains, appurtenances, and service connections to and including the curb stop, at such time as acceptable test results are received and prior to receipt of water service. The AUTHORITY will indicate final acceptance of the mains through execution of such deed.

(13) Upon dedication to and acceptance by the AUTHORITY, the DEVELOPER shall deliver to the AUTHORITY financial security for the mains and appurtenances to secure their structural integrity and functioning in accordance with this Agreement, for a period of eighteen (18) months. Such financial security shall be in a form acceptable to the Authority, and shall be in the amount of fifteen (15%) percent of the actual construction costs of the mains and appurtenances to be dedicated.

(14) The DEVELOPER shall provide to the AUTHORITY Record Drawings in an electronic format approved by the AUTHORITY documenting final, as constructed, utility information, including but not limited to the location and size of water mains and appurtenances. Record Drawings shall be received and approved by the AUTHORITY prior to provision of water service.

(15) The DEVELOPER agrees to pay the AUTHORITY a tapping fee for each service connection in the SITE, in advance of furnishing water service, in accordance with the then-current AUTHORITY Schedule of Tapping Fees. The tapping fees shall be determined based on the size of service lines required to supply the applicant. For services in the SITE connected to mains installed by the DEVELOPER, the AUTHORITY agrees to waive the distribution part of the tapping fee. Payment of the tapping fee for each service connection is due a minimum of seven (7) days in advance of provision of water service.

(16) The DEVELOPER shall furnish to the AUTHORITY, at the time this AGREEMENT is executed, the free, unlimited, and unrestricted title to an easement for all proposed and future water mains and appurtenances not located in public roadway right-of-way. The easement shall be a minimum of 20 feet wide, with not less than 5 feet on either side of the pipe centerline. Where an easement is provided along a property line with another property the easement shall extend 10 feet on either side of the property line. The easements to be provided under this AGREEMENT shall include, but not be limited to, the following:

- (a) Easement along SR11 from the connection to the existing water main, continuing along SR11 southeast to the end of the SITE property adjacent to SR11. This easement is required for both currently proposed and future water mains.

(17) The DEVELOPER hereby agrees that it, or any successor or assign of the DEVELOPER, shall not sell any retail lots or receive water service for any of the lots in 11800 Molly Pitcher Highway South (Conrad Court) until such time as final subdivision approval has been obtained by the DEVELOPER from Antrim Township, and the appropriate conditions required herein have been completed.

(18) The DEVELOPER agrees to have commenced construction of the PROJECT within one hundred eighty (180) days of the date of this AGREEMENT, if construction has not commenced by such time the AUTHORITY shall no longer be required to furnish water service to the SITE. The DEVELOPER may submit, up to sixty (60) days prior to the end of the period aforementioned in this paragraph, to the AUTHORITY, for AUTHORITY consideration, a written request for an extension of this time-period.

(19) The DEVELOPER agrees to have substantially completed construction of the PROJECT within two (2) years of the date of this AGREEMENT, if construction is not substantially complete by such time the AUTHORITY shall no longer be required to furnish water service to the SITE. The DEVELOPER may submit, up to sixty (60) days prior to the end of the period aforementioned in this paragraph, to the AUTHORITY, for AUTHORITY consideration, a written request for an extension of this time-period.

(20) The AUTHORITY reserves the future right to connect to or extend the water mains within the bounds of the SITE, whenever the AUTHORITY determines that such connections or extensions are required to provide water service to adjoining tracts, including but not limited to other developments. In conjunction with this potential need for future connection or extension, the DEVELOPER does hereby grant, convey, and deliver to the AUTHORITY the free, perpetual, and uninterrupted use, liberty, and privilege to construct, maintain, repair, alter, or replace on, any necessary or desirable water mains, fittings, valves, hydrants, and appurtenances in and over all streets and ways now or hereafter laid out on said SITE.

(21) The DEVELOPER agrees to include a covenant within the deed of each lot sold, such covenant shall require the prospective buyer and all future homeowners to utilize the AUTHORITY provided water services as long as said services are available. The AUTHORITY reserves the right to refuse service to the SITE if the DEVELOPER does not provide evidence of such covenant.

(22) Until conveyed to a building owner, the DEVELOPER or its assigns shall be responsible for payment of charges for regular water service for each lot or unit in accordance with the AUTHORITY Rules and Regulations for Water Service and its Schedule of Rates and Charges.

(23) The DEVELOPER agrees to obtain all necessary state and local permits and approvals for the PROJECT.

(24) The DEVELOPER agrees to waive any claim, present or future, for damages, contribution or indemnity against the AUTHORITY.

(25) The AUTHORITY does not guarantee, for normal or fire flow purposes, any flow or pressure and shall have the right to discontinue water service for any of the reasons specified in the AUTHORITY Rules and Regulations for Water Service.

(26) The AUTHORITY accepts no responsibility or liability and shall be under no obligation to maintain, repair, or replace any water facilities on the DEVELOPER's side of the curb stop, with the exception of the water meter.

(27) The AUTHORITY accepts no responsibility or liability and shall be under no obligation to verify adequate sewage treatment capacity and capability to treat sewage generated from the SITE.

(28) This AGREEMENT, together with all its terms and conditions, shall be binding upon and inure to the benefit of the respective successors or assigns or personal representatives of the parties hereto, as the case may be, but this AGREEMENT may not be assigned by the DEVELOPER without the prior written consent of the AUTHORITY, which consent shall not be unreasonably withheld.

(29) The AUTHORITY, or its assigns, having entered into this AGREEMENT, agrees to furnish water service to 11800 Molly Pitcher Highway South (Conrad Court) under the terms of the AUTHORITY Rules and Regulations for Water Service and this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this, AGREEMENT to be duly executed by their appropriate officers the day and year first above written.


GREENCASTLE AREA, FRANKLIN
COUNTY, WATER AUTHORITY

ATTEST:  _____

BY:  _____

TOWNSHIP OF ANTRIM

ATTEST:  _____

BY:  _____