

**SEWER MAIN EXTENSION & OFF-SITE COLLECTION SYSTEM
IMPROVEMENTS AGREEMENT**

SIENNA DEVELOPMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between Pennsylvania-American Water Company, with offices at 852 Wesley Drive Mechanicsburg, Pennsylvania, 17055 (“PAWC”) and Sienna Fee Simple, LLC with offices at 1454 Baltimore Street, Suit A Hanover, Pennsylvania 17331 (“Developer”).

WHEREAS, PAWC and Developer have agreed upon terms and conditions pursuant to which sewer service will be supplied by PAWC to a residential subdivision containing six hundred and fifty-five (655) units developed by Developer known as Sienna, in Fairview Township, York County, Pennsylvania (“Development”) which property is identified on the plans as described in Exhibit “A” (“Premises”);

WHEREAS, PAWC is willing to provide sewer service to the Premises within the development; and

WHEREAS, Developer has requested PAWC to furnish sewer service to and within the development to service Premises; and

WHEREAS, Developer is willing and desires to design and construct such extension and Off-site improvements and desires to bear the cost thereof.

NOW, THEREFORE, IN CONSIDERATION OF THESE PROMISES, the parties intending to be legally bound hereby, mutually promise, covenant and agree as follows:

1. Developer shall design, construct, and install or cause to be designed, constructed, and installed, at its cost, the Sewer Facilities and perform the required Off-Site Collection System Upgrade as indicated on the drawings identified and attached in **Exhibit “A”**, including, but not limited to, costs of engineering, materials, labor, transportation, equipment, necessary permits and approvals, testing, corrections, insurance, and bonds. Said Sewer Facilities shall consist of sewer mains, manholes, pump stations, valves, valve boxes, fittings, lateral connections to the property line on each lot shown on drawings, and all other material and equipment necessary to provide complete and reliable sewer service. Developer shall provide PAWC, upon request, qualifications of engineer and contractor, and must receive PAWC approval prior to beginning of design and construction.
2. Upon execution of this Agreement, the Developer will provide in cash a payment to PAWC in the sum of **XXXXXX** as indicated in the estimate attached hereto as **Exhibit “B”**. This payment represents the estimated PAWC and/or their representatives engineering, inspection, contingencies, administrative and legal costs, preparation of as-built drawings, easements fees (if applicable) and other related costs associated with the installation of the Sewer Facilities and for the off-site sewer system improvements for the Premises referenced above. Upon completion of the Sewer Facilities and acceptance of the same by PAWC, any unused portion

of the payment will be released to the Developer. If the estimated payment was insufficient to cover all costs incurred by PAWC, the Developer will promptly provide in cash a payment for the difference.

3. PAWC, at its sole option and cost, reserves the right to "oversize" said Sewer Facilities. If PAWC exercises the right to oversize, it shall pay for the difference in the price of the material necessary for the oversized pipe or appurtenances versus the material price of the pipe or appurtenances necessary to service the Development.
4. Developer shall obtain all requisite permits, zoning and other approvals for the construction of said Sewer Facilities. All plans, specifications, construction, and installation of said Sewer Facilities shall be in accordance with good utility practices, conform to PAWC's latest specifications available separately, adhere to the rules, regulations, and requirements of the Pennsylvania Department of Environmental Protection, and meet the requirements of all other governmental agencies having jurisdiction thereover. Any required approvals shall be in writing. Additionally, all of said drawings and specifications shall have the written approval of PAWC before construction is commenced. Approval by PAWC will not be unreasonably withheld or delayed.
5. Developer shall, at no cost to PAWC, secure either a permanent easement(s) or fee-simple parcel(s), in the name of PAWC required for the construction of any and all said Sewer Facilities in the form contained in Exhibit C, attached hereto and made a part hereof. Said permanent easement(s) or fee-simple parcel(s) shall be designated on Developer's plot plan approved by PAWC.
6. Developer agrees to advise PAWC before installing Sewer Facilities as provided in this Agreement. Developer shall apply for service and pay all applicable charges and fees in connection with all services to Premises in the Development, including the capacity reservation fees and connection fees in effect at the time of service (currently outlined in Exhibit "B"). New service connections must be in a currently-approved Act 537 service territory and be in accordance with PAWC's Connection Management Plan.
7. Developer covenants and agrees to indemnify PAWC against any and all loss or damage which PAWC may suffer as a result of any damage to its sewer lines or service laterals, or any other sewer facility caused by Developer, its employees, agents, servants or workmen or any contractors or subcontractors employed by Developer.
8. Developer will be responsible for any damage to any property incurred that is incidental to the construction work being performed pursuant to this Agreement. Developer shall be responsible for any restoration necessary to public and/or private property that is affected in any way by the construction undertaken pursuant to the extension of sewer service pursuant to this Agreement. Developer agrees to indemnify PAWC against any and all loss or damage to property which may occur as a result of or incidental to the construction of the sewer main extension, the installation of sewer service laterals and connections, and all work performed therewith.

10. Developer hereby agrees to hold and save PAWC harmless from and against any and all damages, or liability therefore, loss, costs, charges, reasonable attorneys' fees, and/or expenses of whatsoever kind or character which PAWC shall or may at any time suffer, sustain, or incur by reason of or in consequence of any negligent actions of Developer, or its agents, employees, or contractors, in connection with any of the provisions of this Agreement. Developer hereby assumes responsibility and liability for the injury or death of any person, or loss of damage to any property contributed to or caused by the negligence of Developer, or its agents, employees, or subcontractors, in the execution of any work in connection with this Agreement, not involving any negligence of PAWC, or its agents, employees, or contractors. In case any suit or other proceeding shall be brought on account of any matter covered by the indemnification specified in this paragraph 8. Developer will assume PAWC's defense at Developer's expense and will pay all final judgments rendered thereon.

11. Where water lines are to be installed parallel to sanitary sewer lines, a minimum horizontal separation of ten feet shall be maintained. Where this separation cannot be maintained, a minimum of three feet horizontal and eighteen inch vertical separation (vertical separation measured between bottom of water main and top of sewer main) shall be maintained with the water line located above the sewer line. Where water lines are to cross sewer lines, there shall be a vertical distance of eighteen inches separating the water and sewer lines (water main above the sewer line). Where this separation cannot be maintained, the sewer line shall be encased in casing pipe ten (10) feet on either side of the water main. No excavation or blasting shall be carried on which in any way endangers the said sewer pipes and lines. Provided, however, that should the Developer wish to do so, it may at its own expense provide a new location acceptable to PAWC for the said sewer pipes and lines and PAWC must approve said new location in writing. The entire cost of such moving and altering and any expense incident thereto shall be borne exclusively by the Developer.

12. Developer agrees that it will not request commencement of wastewater service pursuant to PAWC's then-effective wastewater tariff to the Development prior to the completion of the Sewer Facilities and acceptance thereof by PAWC. Upon completion and acceptance in writing by PAWC of the aforesaid Sewer Facilities, PAWC, upon proper application, shall provide sewer service to Developer in accordance with its then-effective tariff rules and regulations. Pursuant to this Agreement, proper application shall include payment of all applicable fees and charges for the extension of sewer service to customers in effect at the time of service provided in PAWC's rules and regulations .

13. Any difference between the actual cost of installing the Sewer Facilities and the estimate furnished by the Developer for the installation of the Sewer Facilities described in this Agreement and the plans attached hereto will be borne by the Developer. The Developer understands that the estimates attached hereto are simply estimates and are not a guarantee or certification of the cost of the system, which is the subject of this Agreement. Such cost variation might be caused by (but not limited to) unforeseen rock excavation or other unusual-soil conditions. Other unforeseen conditions could cause additional cost beyond the estimates attached hereto. PAWC assumes no responsibility for additional costs over and above the estimated amounts provided and attached to this Agreement as Exhibits.

14. PAWC and Developer hereby agree that the cost of construction shall include the cost of the materials and labor to be supplied for the construction of the Sewer Facilities and appurtenances thereto, the engineering and inspection costs related to the construction thereof, and the administrative and legal costs incurred by PAWC in the construction and installation of said main and all appurtenances thereto.
15. The Developer shall deliver to PAWC a copy of the final paid invoice(s) for all Sewer Facilities constructed and to be conveyed under this agreement. If not finalized at the time of the execution of this main extension agreement, the Developer shall deliver executed copies of PAWC's Standard Easement Agreement, available separately from this agreement, for the easement area with a legal metes and bounds description of the easement (if required). Preparation of all easement documents necessary for successfully recording in the county courthouse are the responsibility of the Developer. PAWC will be responsible for delivering the easement to the courthouse for recording. Upon completion of the above, PAWC will "true up" Developers payment per Paragraph 2 with the costs that were incurred by PAWC in connection with the Sewer Facilities and this Agreement.
16. Developer shall comply with the inspection and testing requirements of PAWC for the Sewer Facilities, which requirements shall be reasonable and shall not cause Developer unwarranted delays in the ordinary course of construction. Developer shall give PAWC adequate notice when the Sewer Facilities are ready for inspection and testing, and PAWC shall inspect and witness testing promptly after being so notified. PAWC specifically reserves the right to withhold acceptance of the Sewer Facilities unless the Sewer Facilities have been constructed in accordance with the approved plans and specifications and are satisfactory to PAWC upon inspection and testing. Developer agrees that it will promptly correct all defects and deficiencies in construction, materials, and workmanship upon request by PAWC made subsequent to its inspection and for one year following PAWC's acceptance of the Sewer Facilities. Inspections or acceptance by PAWC shall in no way relieve or limit Developer's responsibility and liability for construction and installation of the Sewer Facilities in accordance with the terms of this Agreement, including the one year warranty.
17. In consideration of PAWC's commitment to provide sewer service to the Development and in accordance with PAWC's tariff, all materials installed, facilities constructed, and equipment provided by Developer in connection with construction of the Sewer Facilities under this Agreement and the completed Sewer Facilities shall become the sole property of PAWC as installed, and full legal and equitable title thereto shall be then vested in PAWC, free and clear of all liens, without the requirement of any written document of transfer to PAWC or acceptance by PAWC. Developer agrees to execute or cause to be executed promptly such documents as counsel for PAWC may reasonably request to evidence good and merchantable title to the Sewer Facilities free and clear of all liens. All risk of loss shall be with Developer until acceptance of the Sewer Facilities, or any portions thereof, by PAWC. Thereafter, risk of loss shall be with PAWC. Developer shall repair or cause to be repaired promptly at no cost to PAWC all damage to the Sewer Facilities caused by construction operations until all construction in the Development by or for Developer has been completed. After PAWC has accepted the Sewer Facilities, it will maintain, repair, and replace the Sewer Facilities as needed subject to the one year warranty provisions of the Agreement.

18. Developer shall repair or replace any defects in materials or construction of which Developer is given written notice by the PAWC during said one year warranty period, and in the event that Developer fails to diligently commence or pursue said repairs or replacement, or if PAWC exclusively determines the defects in materials or construction constitute an emergency that adversely impacts PAWC's ability to provide service, PAWC has the right (but not the obligation) to undertake said repairs and replacement and PAWC shall have the right to recover the additional costs from Developer.
19. Prior to the commencement of construction of the Sewer Facilities, Developer's contractors having responsibility for the installation of the Sewer Facilities shall furnish PAWC with appropriate Certificate of Insurance coverage effective during the period of construction in the following types and amounts:
 - (i) Workmen's compensation in the benefit amounts, and occupational disease disability insurance, as required by the laws and regulations of the Commonwealth of Pennsylvania.
 - (ii) Comprehensive general liability insurance, including operations and protective liability coverages, with limits of not less than ten million dollars (\$10,000,000) combined single limit for bodily injury (including death) and property damage. When the work to be performed requires blasting, Developer's insurance shall specifically cover the risk. "PENNSYLVANIA-AMERICAN WATER COMPANY" shall be named as additional insured under this policy and the following language shall be included on the certificate:

Project Location:

Certificate holder is included as additional insured with respect to liability arising out of the named insured's operations performed on behalf of holder as required by written contract. Excess policy follows form for Employers Liability, General Liability and Auto Liability. Policies without exception and shall be indicated as such with an endorsement from the insurer. Any coverage afforded to the Additional Insured shall apply as primary and not excess to any other insurance or self insurance available to the Additional Insured. Waiver of Subrogation endorsement must accompany certificate of insurance and must include Workers Compensation policies. (Note to Producer/Insurer: General Liability per occurrence limit and Auto policy per occurrence limit, combined with the Excess policies, must not be less than \$10,000,000.00 Combined Total Limit of Liability.

- (iii) Comprehensive automobile liability insurance covering all owned and non-owned automobiles or trucks used by or on behalf of Developer with a combined single limit of \$1,000,000, in connection with the work contemplated by this Agreement.

20. This Agreement contains the entire agreement of the parties hereto, and there are no other understandings, written or oral, between the parties relating to the subject matter of this Agreement that supersedes, cancels and terminates any and all rights or obligations that may have arisen between the parties.

21. All representations, warranties, and agreements of PAWC and Developer set forth in this Agreement shall survive the dedication date and the parties shall be entitled to rely upon such representations, warranties and agreements.
22. This Agreement may not be amended except by instrument in writing signed by the parties hereto, and no claimed amendment, modification, termination or waiver shall be binding unless in writing and signed by the parties against whom such claimed amendment, modification, termination or waiver is sought to be enforced.
23. The Developer's obligations hereunder may not be assigned to any other person or entity without the prior written consent of PAWC; provided that, this Agreement shall be terminated and the Developer shall be released from any further liability or obligations hereunder, if, and at such time, as any other developer executes and delivers an agreement with PAWC in the same form as this Agreement, or such other form as is approved by PAWC, together with financial security in the form required hereby or such other form as is approved by PAWC.
24. This Agreement shall be binding, and inure to the benefit of, the parties as well as their successors and assigns.
25. Nothing herein shall be construed as an agreement by PAWC to furnish additional sewerage capacity outside of that which has currently been approved pursuant to the Act 537 Plan.
26. The failure of either party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions but the same shall, nevertheless, be and remain in full force and affect.
27. This Agreement may be executed in counterparts and may be executed by facsimile or electronic PDF. Each Party agrees that such signatures and execution will be valid and constitute the whole agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

WITNESS:

**PENNSYLVANIA-AMERICAN WATER COMPANY
Fairview Wastewater District**

By: _____

Name: _____

Title: _____

WITNESS:

DEVELOPER

By: Sienna Fee Simple, LLC

Name: _____

Title: _____

SUMMARY OF EXHIBITS

SIENNA

WO # _____

Exhibit	Description
A	Subdivision / Construction Plans
B	Summary of Cost
C	Deed of Easement and Right of Way

SIENNA

DRAWING LIST

WO # _____

The sewer main extension drawings referred to as Exhibit “A” in the agreement were prepared by:

Company Name

ALPHA Consulting Engineers, Inc.

Company Address

115 Limekiln Road

P.O. Box G

New Cumberland, PA 17070

Phone and Fax

(T) 717-770-2500

(F) 717-770-2400

The drawing information is as follows:

Plan Date: _____

Latest Revision: _____

Total Number of Sheets: _____

Project Number: _____

ATTACHED TO THIS EXHIBIT, COPY OF THE SUBDIVISION PLAN PLUS UTILITY PLANS AND DETAILS OF THE SEWER FACILITIES.

EXHIBIT A

SIENNA

SUMMARY OF COST

WO# _____

The following estimate is to be incorporated into the Sewer Main Extension Agreement for this project. The basis for the costs is from a cost proposal submitted by the Developer, which was received from his Contractor and is attached hereto. The Developer will submit a signed Contract with the Contractor to PAWC when available. The costs represent on site and off site work.

Estimated Construction Cost for Sewer Main	\$ _____
Estimated PAWC Inspection, Administration, Engineering, Legal and As-Built Survey, per Paragraph 2	\$ _____
Total	\$ _____

The above costs do not represent the costs associated with capacity fees or inspection fees. These costs will be determined at the time of application for service and will be based on the PAWC schedule of rates and charges in effect at that time. The following is a summary of charges in effect as of the date shown above. Depending on the location of the development, additional charges or fees may apply.

Connection Charges per Residence:

PAWC Capacity Reservation Fees	\$ In accordance with tariff
PAWC Connection Fee	\$ 50.00

EXHIBIT B

DEED OF EASEMENT AND RIGHT OF WAY
(AND CONSENT OF MORTGAGEE, if applicable)

THIS INDENTURE, made this _____ day of _____, 20____, by and between ~~Sienna Fee Simple, LLC~~ hereinafter referred to as the "**GRANTOR**" and ~~Pennsylvania-American Water~~, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an office for the transaction of business at 4 Wellington Blvd, Wyomissing, Pennsylvania, hereinafter referred to as the "**GRANTEE**".

WITNESSETH

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of one Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, forever, an easement and a free uninterrupted and unobstructed right of way, in, under, across and over the property of the Grantor, situate in Township of Fairview in York County, Pennsylvania; said right of way to be described as follows:

or as shown on the sketch attached hereto and made a part hereof, if applicable (the "Premises"), for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time pipe or pipes, with necessary fittings, appurtenances and attached facilities, including laterals and connections for the collection, disposal and treatment of wastewater.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the Premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid wastewater pipe lines and appurtenances, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

The right of the Grantor to freely use and enjoy its interest in the Premises is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's wastewater pipelines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said wastewater mains except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All wastewater pipes shall be laid below the water mains. No excavation or blasting shall be carried on which in any way endangers or might endanger the wastewater pipe lines and attached facilities.

TO HAVE AND TO HOLD the above granted easement and right of way unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be

obligated to restore landscaping, other than resodding any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

And the said Grantor does covenant with the said Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and right of way, and has good title to convey the same, having acquired said real estate from Hempt Real Estate Holdings, LLC by deed dated, _____ and recorded in the Office of the Recorder of Deeds of _____ County in Deed Book 2775, Page 6005 on the 13th day of April, 2023.

2. That the Grantee shall quietly enjoy the said easement and right of way.

3. That the premises hereby subjected to said easement and right of way are subject to no mortgages except

_____ I (if none, state "No Exceptions.") (If mortgages exist, have attached Consent and Agreement of Mortgagee executed.)

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written.

ATTEST/WITNESS: GRANTOR

By _____ By: Sienna Fee Simple, LLC
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantee has duly executed this INDENTURE, all as of the day and year first above written.

ATTEST: GRANTEE
PENNSYLVANIA-AMERICAN WATER

By _____ By _____
Manager

PIN/MAP # (if applicable) _____

(ACKNOWLEDGMENT FOR INDIVIDUAL - GRANTOR)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, 20____, before me, a Notary Public, personally appeared, known to me (or satisfactory proven)) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public

My Commission expires:_____

(ACKNOWLEDGMENT FOR CORPORATE - GRANTOR)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, 20____, before me, a Notary Public, personally appeared, as _____ of the GRANTOR, known to me or satisfactory proven to be the person whose name is subscribed to the within instrument and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public

My Commission expires:_____

(ACKNOWLEDGMENT FOR PENNSYLVANIA-AMERICAN WATER COMPANY)

COMMONWEALTH OF PENNSYLVANIA }
 } SS:
COUNTY OF _____ }

On this, the _____ day of _____, A.D., 20____, before me, a Notary Public, personally appeared, _____, known to me as _____ of

Michael Salvo

PENNSYLVANIA- AMERICAN WATER COMPANY, a corporation, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public _____

My Commission expires: _____

CONSENT AND AGREEMENT OF MORTGAGEE (Para. 3 above, if applicable)

The undersigned, _____

_____ Mortgagee under a mortgage dated _____, recorded in the office of the _____ of _____ County, in Book _____, Page _____, et seq., (hereinafter referred to as the "Mortgagee") hereby joins in this Easement and Right of Way for the express purpose of subjecting to the operation and effect of this Easement and Right of Way all of its right, title and interest under the Mortgage and in and to the real property described in this Easement and Right of Way.

Nothing in the foregoing provisions of this Consent and Agreement of Mortgagee shall be deemed in any way to create between any person or entity named in this Easement and Right of Way as "Grantor" and the undersigned any relationship of partnership or joint venture, or to impose upon the undersigned any liability, duty or obligation whatsoever.

Nothing in the within Consent and Agreement shall (a) constitute a waiver by Mortgagee of any of its rights under the Mortgage as against the Mortgagor, and/or (b) in any way release the Mortgagor from its obligation to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage; and the provisions of the Mortgage shall remain in full force and effect and must be complied with by the Mortgagor.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Agreement of Mortgagee or causes it to be executed on its behalf by its duly authorized representatives, this

_____ Day of _____,

ATTEST:

By _____

MORTGAGEE:

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT OF MORTGAGEE)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, A.D., 20____, before me, a Notary Public,
personally appeared,

_____ as
of the MORTGAGEE _____ a, corporation, known to me or
satisfactorily proven to be the person whose name is subscribed to the within instrument, and as such
officer, being authorized to do so, executed the foregoing instrument for the purposes therein
contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public _____

My Commission expires: _____

EXHIBIT C