

# **Exhibit “K-2”**

## AGREEMENT OF SALE

THIS AGREEMENT is made this 29<sup>TH</sup> day APRIL, 2021, among Almony's Enterprise, LLC, Adhesives Research, Incorporated, Madison Range, Incorporated, Rodney L. Krebs, Rodney L. Krebs Family Limited Partnership, SCI/RLK Partners, R.T. Barclay, Inc. and The York Water Company.

WHEREAS, Almony's Enterprise, LLC is a Pennsylvania limited liability company with a mailing address of 10709 South Susquehanna Trail, Glen Rock, Pennsylvania 17327 (hereinafter "Almony's");

WHEREAS, Adhesives Research, Incorporated, is a Pennsylvania Corporation with a mailing address of 400 Seaks Run Road, Glen Rock, Pennsylvania 17327 (hereinafter "Adhesives Research");

WHEREAS, Madison Range, Incorporated is a Pennsylvania corporation, Rodney L. Krebs Family Limited Partnership is a Pennsylvania partnership, SCI/RLK Partners, and Rodney L. Krebs, an adult individual, all have a mailing address of 290 Seaks Run Road, Glen Rock, Pennsylvania 17327-9594 (collectively, these entities and person shall be referred to hereinafter as "Madison Range");

WHEREAS, R.T. Barclay, Inc., t/d/b/a Albright Trailer Park is a Pennsylvania corporation with a mailing address of 14871 Mt. Olivet Road, Stewartstown, Pennsylvania 17363 (hereinafter "Albright");

WHEREAS, Almony's, Adhesives Research, Madison Range and Albright as defined herein, together with their successors and assigns, shall be sometimes referred to collectively as the "Seller Parties"; and

WHEREAS, The York Water Company, is a public utility corporation organized under the laws of the Commonwealth of Pennsylvania, having its principal office at 130 East Market Street, York, Pennsylvania ("York Water").

WHEREAS, York Water is a Pennsylvania public utility engaged in the business of collecting, treating, storing, supplying, distributing and selling water and collecting, treating, and disposing wastewater to the public in various portions of York and Adams Counties, Pennsylvania;

WHEREAS, AMP Incorporated (predecessor in interest to Almony's), Adhesives Research, Madison Range and Albright entered into a Cost Sharing Agreement dated November 13, 1995 ("Cost Sharing Agreement") through which the parties extended a sanitary sewer collection system from the SYC Wastewater Treatment Plant formerly known as the "Exit II Wastewater Treatment Plant" to provide wastewater treatment service their respective parcels;

WHEREAS the SYC Wastewater Treatment Plant is owned and operated by SYC WWTP, L.P., formerly known as Exit II WWTP, Inc.; WHEREAS by various assignments and conveyances, AMP Incorporated assigned and conveyed its rights under the Cost Sharing Agreement and the property which benefited thereunder to Penn-Mar Organization, Inc., and subsequently Penn-Mar Organization, Inc., by various assignments and conveyances assigned and conveyed its rights under the Cost Sharing Agreement and the property which benefited thereunder to Almony's;

WHEREAS, Seller Parties are willing to sell, and York Water is willing to purchase substantially all of the Wastewater Collection System of Seller Parties (as defined in Section 2.1 of this Agreement);

WHEREAS, Seller Parties each individually and collectively represent and hereby warrant that they have good and marketable title to the Wastewater Collection System as defined in Section 2.1 and depicted on **APPENDIX A-1 and A-2** free and clear of all liens and encumbrances except existing easements, if any;

WHEREAS, Seller Parties state there are no liens or encumbrances on the Wastewater Collection System, except as otherwise disclosed by Seller Parties to York Water in writing;

WHEREAS, Seller Parties declare that they are collectively the owners of all right, title and interest in and to the Wastewater Collection System and they have all legal rights necessary and expedient to sell good and marketable title to the Wastewater Collection System to York Water; and

WHEREAS, York Water is willing to purchase, own and operate such Wastewater Collection System, subject to York Water's regular rules, regulations and tariffs applicable from time to time to water and wastewater customers of York Water, including but not limited to the Pennsylvania Public

Utility Commission (“Commission”), the Pennsylvania Department of Environmental Protection (“DEP”), as well as other governmental agencies.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **SALE AND PURCHASE OF ASSETS.** At Closing (as defined in Section 5 of this Agreement), subject to the terms and conditions of this Agreement, Almony’s, Adhesives Research, Madison Range and Albright (themselves and their affiliated individuals and entities holding rights or title to the Wastewater Collection System) shall each collectively and cooperatively sell, assign, transfer and convey to York Water and York Water shall purchase the Assets (as defined in Section 2 of this Agreement) including the EDU Reservations defined in Section 2.2, for the Purchase Price (as defined in Section 3 of this Agreement). The recitals set forth at the beginning of this Agreement are each hereby incorporated herein by reference and made an integral part of this Agreement.

2. **DESCRIPTION OF ASSETS.** The term "Assets" means the entire Wastewater Collection System, as defined in Section 2.1 of this Agreement, other than the Excluded Assets and the Excluded Facilities.

2.1. **Description of Wastewater Collection System.** The term “Wastewater Collection System” means the physical plant, property, equipment and facilities comprising the existing Wastewater Collection System owned and operated by Seller Parties with attendant easements, rights-of-way, real estate and improvements, personal property, fixtures and equipment and goodwill, all as more fully described in the System Description and Plan attached as **APPENDIX A-1** and excluding the Excluded Assets described in Section 2.3 and the Excluded Facilities described on **APPENDIX A- 2** each of which is made a part hereof and incorporated herein by reference.

2.2. **EDU Reservations.** York Water hereby agrees to accept assignment of the reservation agreement and to continue to allow Seller Parties to continue to reserve the capacities referenced in Schedule 2.2 at the rate of \$50.00 per quarter per reserved EDU.

23. **Excluded Assets.** There is excluded from the sale and Seller Parties reserve unto themselves the following (the “Excluded Assets”):

- i. All funds designated as funds of Almony’s, Adhesives Research, Madison Range and Albright individually or collectively, including, specifically, any checking accounts, savings accounts, accounts receivables (“Excluded Receivables”), insurance, prepaid expenses, if any, and other investments related to the Wastewater Collection System and the conveyance of wastewater by any Seller Party; and
- ii. (a) Corporate or entity records, original tax returns, financial statements and such other records of any Seller Party which relate exclusively with such Seller’s organization or capitalization; (b) any notes and accounts receivable or other rights to payment from any source which accrue from the operation of the Wastewater Collection System prior to the Closing Date.
- iii. All of Sellers Parties’ rights and title in and to the private sewer lines, laterals, mains and related facilities identified on **APPENDIX A-1 and A-2** as “Excluded Facilities.” The ownership and maintenance obligations for Excluded Facilities shall remain with their respective owners and York Water will have no responsibility for the ownership, operation or maintenance of any Excluded Facilities.

### **3. PURCHASE PRICE AND ALLOCATION.**

3.1. **Purchase Price.** Seller Parties agree to sell, assign, transfer and convey the Assets to York Water for the consideration of *One Dollar* (\$1.00).

3.2. Subject to the provisions of Section 7.1 hereof, each of the Seller Parties will take all actions necessary and cause their affiliates to take all actions necessary to authorize the sale and conveyance of the Wastewater Collection System to York Water, and the execution of Easements as

required under Section 8.4 and each will prosecute all such actions in good faith and with due diligence.

#### **4. RETAINED LIABILITIES AND ASSUMED LIABILITIES.**

4.1. York Water does not hereby and shall not assume or in any way undertake to pay, perform, satisfy or discharge any liability of any of the Seller Parties, or their predecessors in interest, existing before or as of the Closing Date or arising out of any transactions entered into, or any states of facts existing, before or as of the Closing Date, whether or not related to or arising out of the Wastewater Collection System or other Assets (the "Retained Liabilities"). York Water shall assume the following liabilities and obligations accruing on or after the Closing Date: (i) obligations which arise out of the actions of York Water, including the operation of the Wastewater Collection System and other Assets; and (ii) all liabilities and obligations which arise in connection with ownership or operation of the Wastewater Collection System and other Assets after the Closing Date (the "Assumed Liabilities").

4.2. From and after the Closing Date, York Water shall indemnify, defend and hold harmless the Seller Parties from any and all losses, damages, liabilities, payments and obligations, and all expenses related thereto including any reasonable legal fees and costs directly or indirectly incurred by it/them:

- i. resulting from or arising out of any breach of any covenant or agreement made by York Water in or pursuant to this Agreement or in any agreement, document or instrument executed and delivered pursuant hereto or in connection with the Closing; and,
- ii. in respect of the Assumed Liabilities.

4.3. From and after the Closing Date, Seller Parties shall indemnify, defend and hold harmless York Water from any and all losses, damages, liabilities, payments and obligations, and all expenses related thereto including any reasonable legal fees and costs directly or indirectly incurred by it:

- i. resulting from or arising out of any breach of any covenant or agreement made by Seller Parties in or pursuant to this Agreement or in any agreement,

document or instrument executed and delivered pursuant hereto or in connection with the Closing; and,

ii. in respect of the Retained Liabilities.

## **5. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

### **Seller Parties:**

Each of the Seller Parties individually and collectively represent and warrant to York Water as follows:

51. **Title.** That the Seller Parties are the sole owners and have good and marketable title to the Wastewater Collection System as defined in Section 2 and depicted on **APPENDIX A-1** free and clear of all liens and encumbrances except existing easements, conditions and restrictions, if any, that do not materially impact the operation of the wastewater system.

52. **Current Service.** That: Seller Parties' Collection System is presently collecting and conveying sanitary wastewater from 9 industrial and commercial wastewater customers on a regular basis.

53. **Compliance with Statutes and Regulations.** That the Seller Parties are in compliance with any and all applicable statutes and regulations relevant to the operation of the Wastewater Collection System, except as previously disclosed to York Water in writing.

54. **Outstanding Obligations.** That any and all existing refunding arrangements, agreements or contracts have been disclosed to York Water and shall remain the obligation of Seller Parties after Closing. These obligations shall not transfer to York Water upon Closing.

55. **Delinquency.** That the Seller Parties are not delinquent in payment or in default in payment or performance of any obligation on any loan.

56. **Litigation.** That there is no litigation of any nature, pending or threatened against or involving any of the Seller Parties seeking to restrain or enjoin, or restraining or enjoining, the sale of the Wastewater Collection System to York Water or the execution and delivery by Seller Parties of this

Agreement or the Closing Documents. Seller Parties have not received any notice and have no knowledge of any action, claim or proceeding pending or threatened against the Wastewater Collection System or any one or more of the Seller Parties otherwise related to the Wastewater Collection System.

5.7. **EDU Reservations.** Seller Parties represent and warrant that the schedule of EDU reservations set forth on Schedule 2.2 is accurate and complete.

5.8. **Continuance of Representations and Warranties.** That the foregoing representations and warranties shall be true as of the date of the Agreement and as of the Closing, subject, however, to any changes after the date of the Agreement because of any action expressly contemplated by this Agreement or otherwise approved in writing by York Water. Seller Parties further agree that their representations and warranties to York Water in this Agreement shall survive closing for a period of two (2) years after Closing.

**YORK WATER:**

5.9. **As-Is Condition.** York Water represents and warrants it has inspected the Wastewater Collection System, or hereby waives the right to do so, and has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representation not included herein, whether made by any of the Seller Parties or any other officer, partner, or employee of any of the Seller Parties, or by an agent, if any, of any of the Seller Parties or York Water or both. York Water has agreed to purchase the Wastewater Collection System in its present condition (“AS IS, WHERE IS”) unless otherwise specified herein.

5.10. **York Water Acknowledgment of EDU Reservations.** York Water warrants that upon Closing it will assume and abide by the reservations of EDUs set forth on Schedule 2.2.

6. **CLOSING.** The Closing shall take place within 30 days after all conditions set forth in Section 7 have been met.

7. **CONDITIONS TO CLOSING.** The obligation of York Water to proceed to Closing is

subject to fulfillment of the following further conditions:

7.1. **Acquisition of SYC System and Albright System.** In addition to the Wastewater Collection System which is the subject of this Agreement, York Water is negotiating for the purchase of the Wastewater Treatment Plant from SYC WWTP, L.P. (the “**SYC System**” and the purchase of the water and wastewater system in the mobile home park owned by Albright (the “**Albright System**”). The obligation of Seller Parties and York Water to close under this Agreement is subject to and conditioned upon (a) York Water and SYC WWTP, L.P. executing an Agreement of Sale for the sale of the SYC System to York Water on or before September 1, 2020, (b) York Water and R.T. Barclay, Inc., executing an Agreement of Sale for the sale of the Albright System to York Water on or before September 1, 2020, and (c) the closing of the sale of the SYC System to York Water and the sale of the Albright System to York Water each occurring simultaneously with the sale and Closing of the Seller Parties’ Wastewater Collection System and Assets under this Agreement. In the event Agreements of Sale for the SYC System and the Albright System are not fully executed on or before September 1, 2020, such date shall be extended automatically until the date Seller Parties or York Water provides the other party notice of termination of this Agreement, in which event the obligations of the parties hereunder shall cease and no party to this Agreement shall have any obligation to the other parties

7.2 **Regulatory Approvals.** This Agreement is subject to York Water receiving: (a) all requisite permits and approvals for the transactions contemplated by this Agreement; (b) the transactions contemplated by the Agreement of Sale for the purchase of the SYC System; and (c) the transactions contemplated by the Agreement of Sale for the Albright System, each described in Section 7.1 above, from the Commission, the DEP, and any and all other applicable authorities having jurisdiction or regulatory authority over the Seller Parties’ Wastewater Collection System, the SYC System or the Albright System. York Water shall initiate and timely prosecute in good faith and with due diligence, at its sole expense, necessary proceedings to obtain such permits and approvals. York Water shall timely and with due diligence, at its sole expense, pursue execution of the Agreement of Sale for the purchase of the SYC System and the Agreement of Sale for the Albright System as well as

consummation of closings under all of the Agreements. Seller Parties each agree to provide such information, documents and assistance as may be reasonably requested by York Water in order to obtain such approvals. York Water shall copy Seller Parties with all filings or notices sent or received by York Water in furtherance of York Water obtaining such regulatory approvals.

8. **CLOSING DOCUMENTS.** At the Closing, Seller Parties shall sell, transfer, assign and convey to York Water the Assets described on **APPENDIX A** and shall deliver or cause to be delivered the following documents.

8.1. **Bill of Sale** for the Assets and assignments of any easements and rights-of-way.

8.2. **Certificates** duly signed by an authorized officer of Almony's, Adhesives Research, Madison Range and Albright to the effect that the representations and warranties set forth in Section 5 hereof are true and correct as of the Closing.

8.3. **Copies of operating records** relating to the Wastewater Collection System as may be reasonably required by York Water including, but not limited to, a copy of the property owners stating the names and addresses of all properties contributing sanitary sewer waste to the Wastewater Collection System.

8.4. **An Easement** from each of the Seller Parties (and any affiliates having an interest in affected real estate) to York Water granting an easement for the Wastewater Collection System facilities on Seller Parties' properties in the form attached hereto marked **APPENDIX B**.

8.5. **Evidence of Ownership** from each of the Seller Parties, to the reasonable satisfaction of York Water and its counsel, evidencing that Seller Parties are vested with and own all rights, title and interests under the Cost Sharing Agreement and in and to the Wastewater Collection System.

8.6. **Covenants of Further Assurances** to the effect that each of the Seller Parties shall from time to time take such further actions and execute and deliver such other documents and instruments at the request and cost of York Water as may be necessary or desirable to give full force and effect to the provisions of the Agreement.

9. **COMMISSION.** No broker's, finder's or agent's fees or commission shall be due or payable by York Water for or in connection with this Agreement for either the sale of the purchase of the Wastewater Collection System of Seller Parties. York Water represents that it has had no dealing with any broker, or agent in connection with this transaction.

**10. ORDINARY COURSE OF BUSINESS.**

10.1. **Conduct of Business.** At all times between the dates of this Agreement and the Closing, Seller Parties agree to conduct the operation of collecting and conveying wastewater and to keep the books relating thereto in the ordinary manner and regular and customary course of business and each of the Seller Parties further agrees not to dispose of any of the assets of said Wastewater Collection System without the prior written consent of York Water, and further agrees not to enter into any collection system extension agreements that call for Seller Parties to make any extension or changes to the system or any other material change or agreement without prior written approval of York Water, except further, as to all of the foregoing, as may be necessary or appropriate in order to comply with applicable law. Seller Parties will not terminate or fail to renew any of its insurance coverage or any government-issued permits related to the collection of wastewater prior to Closing. At all times between the dates of this Agreement and the Closing, Seller Parties shall continue as the owners responsible for the Wastewater Collection System.

10.2. **Debt Coverage.** It is understood and agreed that Seller Parties shall retain responsibility for the payment of all debts associated with the Wastewater Collection System that were incurred by any of the Seller Parties prior to the date of Closing, including, but not limited to, short-term debt.

11. **RISK OF LOSS.** Except as otherwise provided in this Agreement, Seller Parties assume all risks of destruction, loss, or damage to the Wastewater Collection System due to fire or other casualty up to the date of Closing. In the event any of the Wastewater Collection System shall be destroyed or damaged prior to the date of Closing, the part or parts so destroyed or damaged shall be replaced or

repaired by Seller Parties at their sole cost and expense, except as otherwise provided in this Agreement, and unless York Water agrees that the purchase price provided herein may be reduced by an amount equal to the estimated cost of replacement or repair of the part or parts so destroyed or damaged; provided, however, if any such destruction or damage shall, in the opinion of York Water, be so extensive as to materially and adversely affect the operating condition of the Wastewater Collection, Pumping and Treatment System, then, and in that event, York Water shall not be obligated to consummate the purchase and sale contemplated herein, and York Water shall not have any obligations whatever to Seller Parties by reason hereof.

12. **ACCESS AND INFORMATION.** Seller Parties will each give to authorized representatives of York Water, upon reasonable notice, full access during normal business hours throughout the period prior to the Closing to the assets, inventory, books, contracts, extension agreements, and records relating to the Wastewater Collection System, and furnish York Water during such period with all such material and information relating thereto as York Water may reasonably request.

13. **RIGHTS OF THE COMMISSION, DEP AND OTHER REGULATORY AGENCIES.** York Water is regulated by the Commission, DEP, as well as other governmental agencies. Nothing in this Agreement is intended to supersede, expand, or limit any powers of these regulatory agencies. In all conflicts between this Agreement and another regulatory agency, the regulatory agency requirements will supersede this Agreement.

14. **CAPTIONS.** The paragraph captions contained in this Agreement shall not be construed as part of the Agreement, but are used merely for ready reference purposes.

15. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and, to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that York Water shall not transfer or assign this Agreement without the written consent of each of the Seller Parties.

16. **CONSTRUCTION.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

17. **NOTICES.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid, registered mail, return receipt requested:

If to Almony Enterprise, LLC, to:

Carrie J. Almony  
1024 Georges Court  
Glen Rock, PA 17327

If to Adhesives Research, Inc., to:

Richard J. Widden  
400 Seaks Run Rd.  
Glen Rock, PA 17327

If to Madison Range, Inc., to:

Rodney L. Krebs  
290 Seaks Run Rd.  
Glen Rock, PA 17327-9594

If to R.T. Barclay, Inc., to:

Robert S. Barclay  
14871 Mt. Olivet Rd.  
Stewartstown, PA 17363

If to York Water, to:

Joseph T. Hand  
President and CEO  
The York Water Company  
130 East Market Street  
York, PA 17401

18. **DEFAULT.** Time shall be of the essence with respect to performance of any obligation arising under this Agreement. Should either party violate or fail to fulfill and perform any of the terms and conditions of this Agreement, the non-breaching party may elect to proceed against the breaching party for either actual damages incurred by the non-breaching party or to pursue specific performance of this Agreement.

19. **RECORDING.** This Agreement shall not be recorded in the Office of Recorder of Deeds or in any other office or place of public record.

20. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between Seller Parties and York Water. There are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Further, this Agreement shall not be altered, amended, changed or modified except in writing executed by all parties.

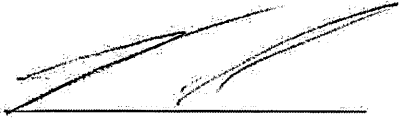
21. **EXECUTION.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically via e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically via e-mail shall be deemed to be their original signatures for all purposes.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officials and officers as of the date first above written.

WITNESS:

ALMONY'S ENTERPRISE, LLC

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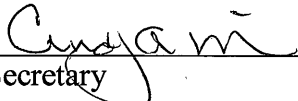
By:  \_\_\_\_\_  
Carrie J. Almony, Owner

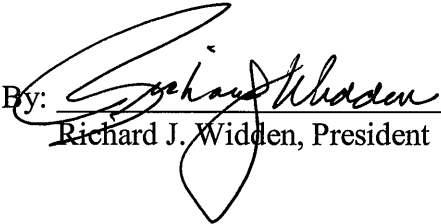
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officials and officers as of the date first above written.

WITNESS:

ADHESIVES RESEARCH, INC.

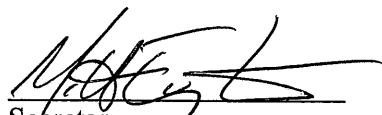
  
Secretary

By:   
Richard J. Widdien, President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officials and officers as of the date first above written.

WITNESS:

MADISON RANGE, INC.

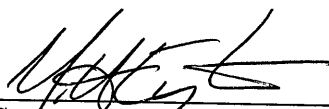
  
Secretary


By:   
Rodney L. Krebs, President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officials and officers as of the date first above written.

WITNESS:

RODNEY L. KREBS FAMILY LIMITED  
PARTNERSHIP

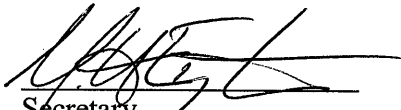
  
Secretary

By: 

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WITNESS:

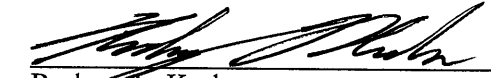
SCI/RLK PARTNERS

  
Secretary

By: 

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officials and officers as of the date first above written.

WITNESS:

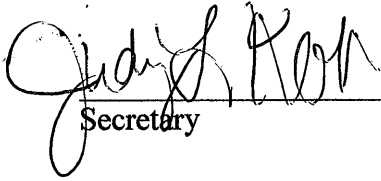
A handwritten signature in black ink, consisting of several stylized, overlapping loops and lines, positioned above a horizontal line.A handwritten signature in black ink, appearing to read "Rodney L. Krebs", positioned above a horizontal line.

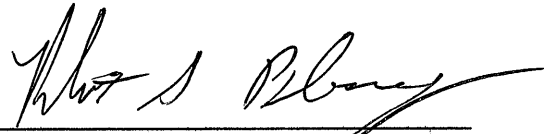
Rodney L. Krebs

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officials and officers as of the date first above written.

WITNESS:

R.T.BARCLAY, INC.


  
Secretary

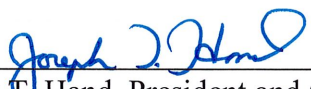
By:   
Robert S. Barclay, President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed  
by their authorized officials and officers as of the date first above written.

ATTEST:

THE YORK WATER COMPANY

  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
Joseph T. Hand, President and CEO

**APPENDIX A**  
**SYSTEM DESCRIPTION**  
**Appendix A-1 Wastewater Collection System**

Except for the Excluded Facilities described in **APPENDIX A-2**, the Wastewater Collection System described on the following listed drawings and Plan includes the following assets:

| Description of Assets      |                 |                 |                    |
|----------------------------|-----------------|-----------------|--------------------|
|                            |                 |                 | <b>Each</b>        |
| <b>Manholes</b>            |                 |                 | 13                 |
|                            |                 |                 |                    |
| <b>Sanitary Sewer Main</b> | <b>Material</b> | <b>Diameter</b> | <b>Length (ft)</b> |
|                            | PVC             | 8"              | 3760               |

And includes:

- A. All gravity wastewater mains, service lines (from wastewater main to edge of right-of-way or street), curb boxes and appurtenant fixtures and equipment in place and used in the wastewater collection system. Assets include all components of the gravity collection system. Assets exclude pressurized main and those elements defined as service lines in York Water's PA PUC approved wastewater tariff.
- B. All wastewater valves and manholes presently in place in the wastewater collection system.
- C. All easements, rights-of-way or rights of access, if any, related to the use and operation of the wastewater collection system.

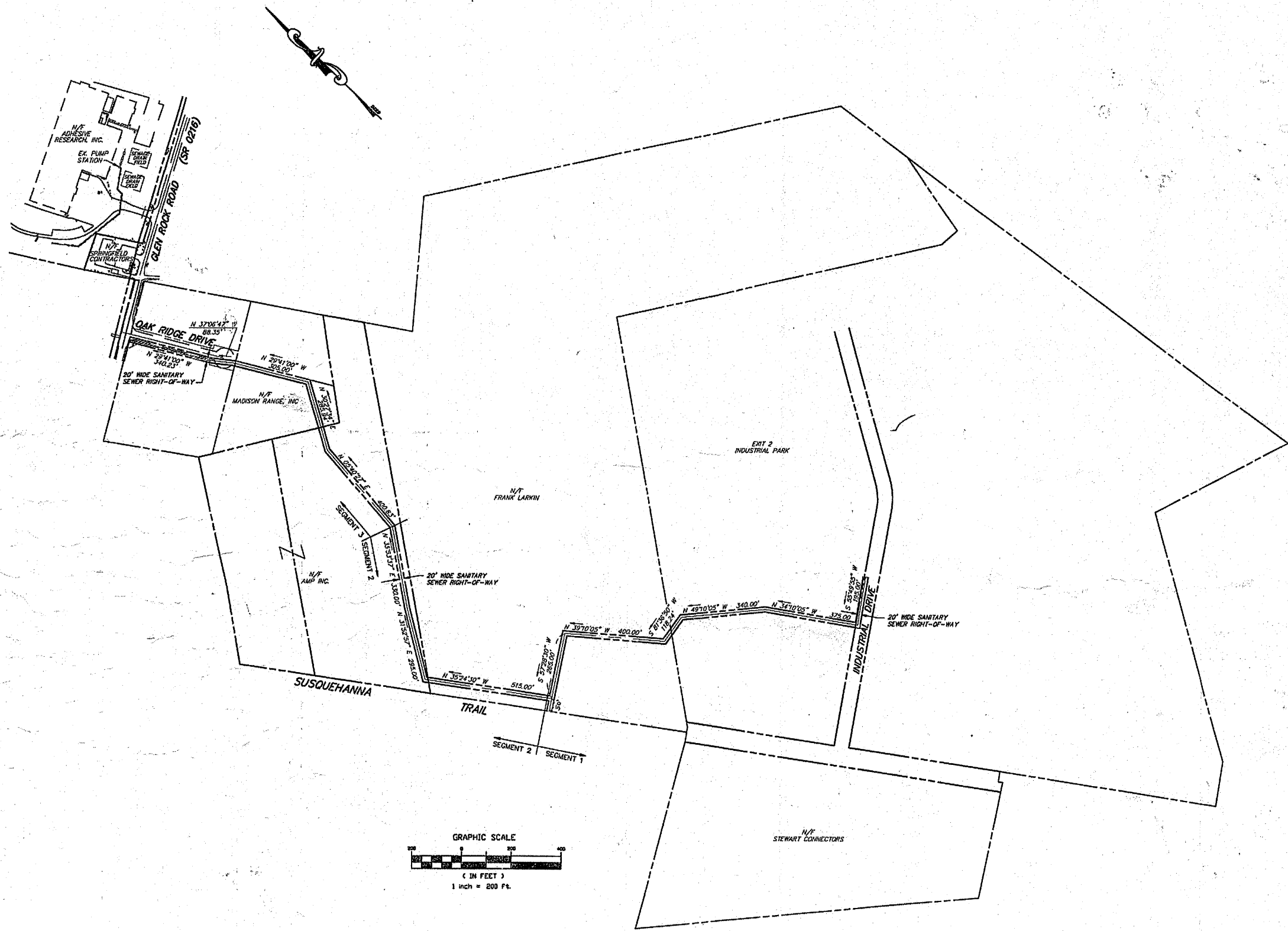
Listed and Included Drawings:

1. Adhesives Research, Inc. Sanitary Sewer Right-of-Way drawing by James R. Holley & Associates, Inc. Drawing 1 of 1 for Project No. 941011 drawn by PAF on 10/95.
2. Adhesives Research, Inc. Sanitary Sewer Plan & Profile drawing by James R. Holley & Associates, Inc. Drawing 1 of 1 for Project No. 941011 drawn by PAF/POT on 8/95.
3. AMP Inc. Sanitary Sewer Plan drawing by stallman & stahlman, Inc. Sheet 1 of 3, Drawing No. A-95-014 drawn on 6/28/95, Revised on 8/1/95 for Change Elev. Datum.
4. AMP Inc. Sanitary Sewer Plan drawing by stallman & stahlman, Inc. Sheet 2 of 3, Drawing No. A-95-014 drawn on 6/28/95.
5. AMP Inc. Sanitary Sewer Plan drawing by stallman & stahlman, Inc. Sheet 3 of 3, Drawing No. A-95-014 drawn on 6/28/95.
6. Larkin Tract, Partial Grading and Utility Plan, James R. Holley and Assoc., Drawn 08/2008, Sheet No. 9 of 21

# System Description Appendix A-1

Revised 12/17/2020





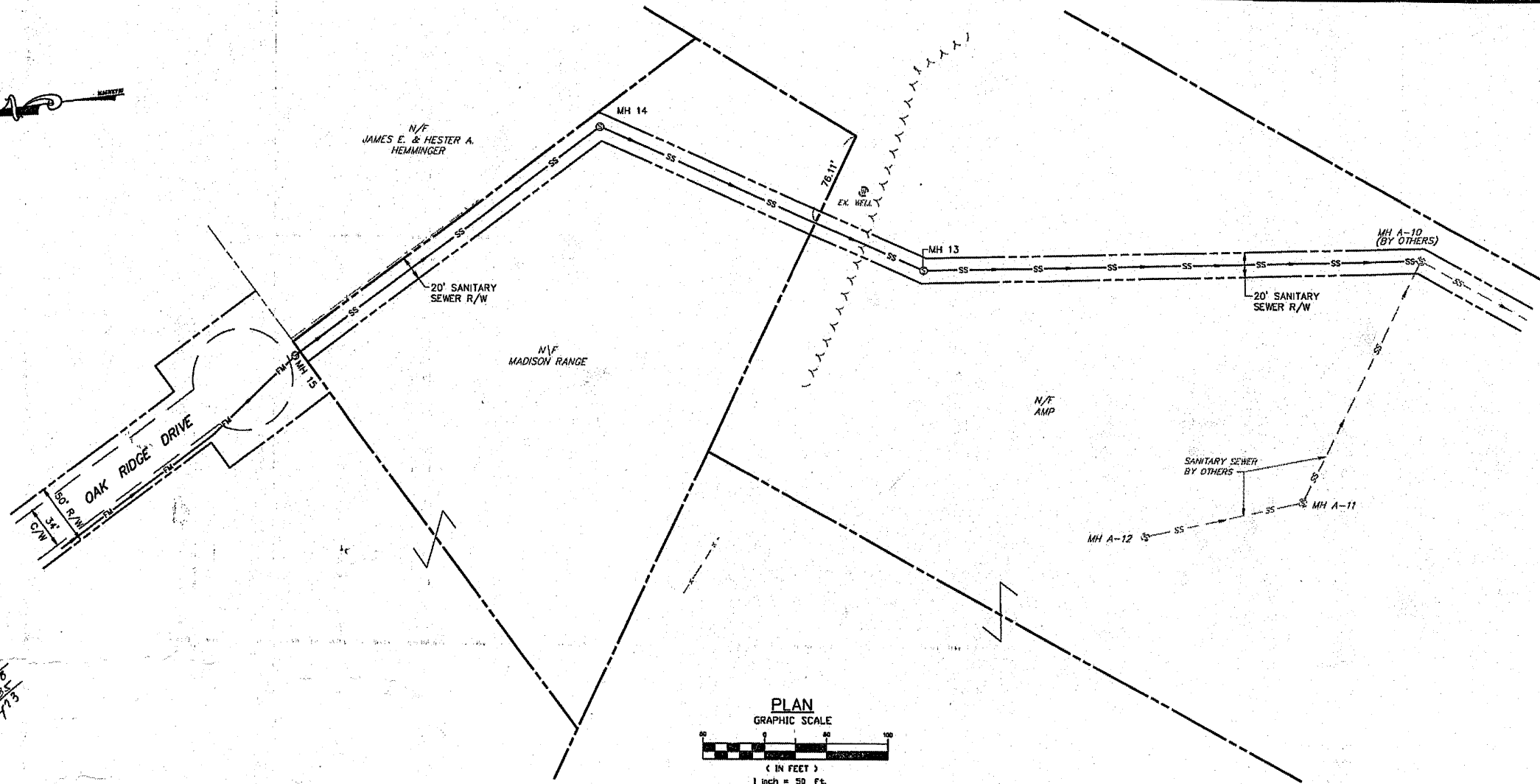
Private Sanitary Sewer Line

Appendix A-1  
 Drawing No. 1  
 Sanitary Sewer Right of Way

*Bob*

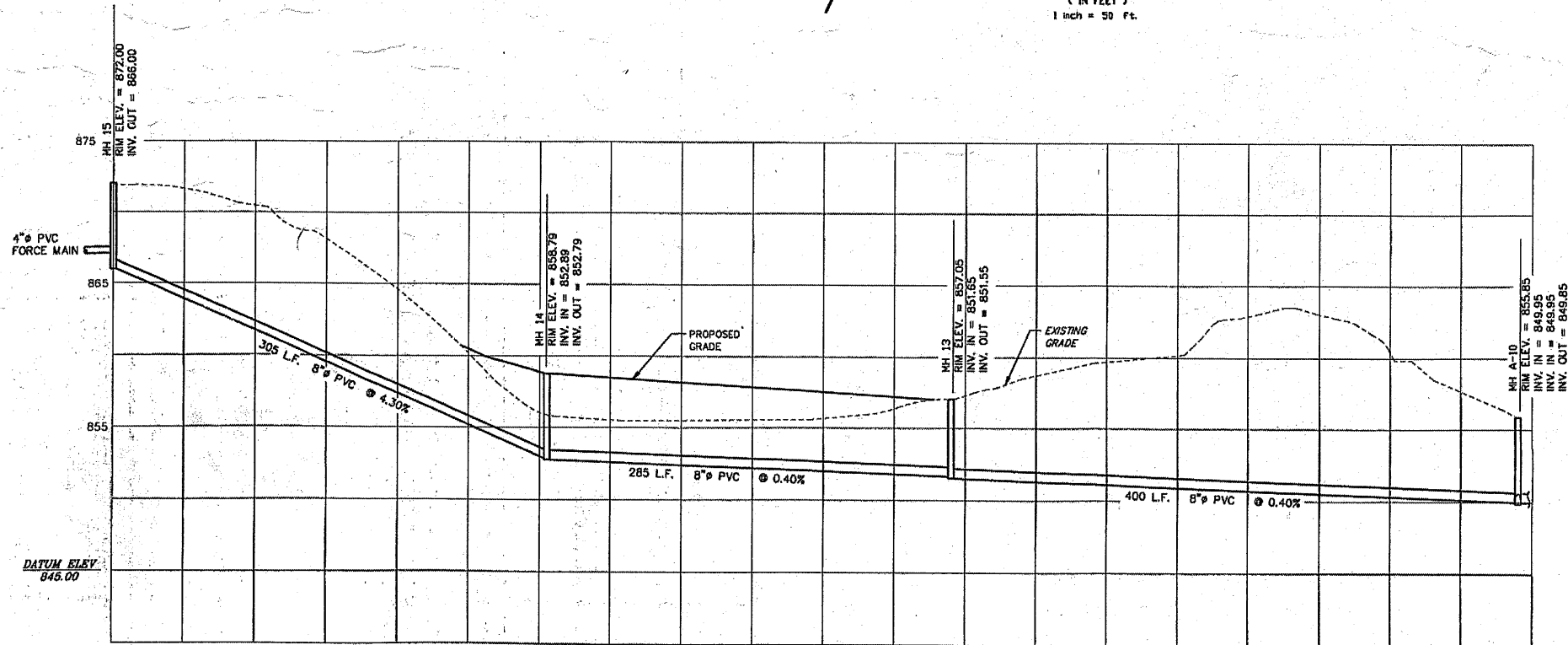
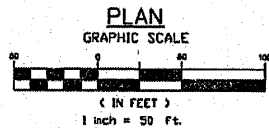
| REVISIONS  | NO. | DATE | DESCRIPTION | BY          |
|--|-----|------|-------------|-------------|
| SANITARY SEWER RIGHT-OF-WAY<br>TO BE USED BY<br><b>ADHESIVES RESEARCH INC.</b> |     |      |             |             |
|  |     |      |             | DATE        |
|  |     |      |             | SCALE       |
|  |     |      |             | DWN. BY     |
|  |     |      |             | CHK'D BY    |
|  |     |      |             | PROJECT NO. |
|  |     |      |             | SHEET NO.   |
|  |     |      |             | 1 OF 1      |

SPRINGFIELD TOWNSHIP YORK CO., PA. 941011  
 JAMES R. HOLLEY & ASSOCIATES, INC.  
 ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - PLANNERS  
 18 SOUTH GEORGE STREET YORK, PA. 17401



LOCATION MAP  
SCALE: 1"=2000'

Handwritten notes:  
 10/29/95  
 11/16/95  
 1/13/96



PROFILE MH 15 TO MH A-10  
 SCALE: HORIZ. - 1"= 50'  
 VERT. - 1"= 5'

Appendix A-1  
 Drawing No. 2  
 Sanitary Sewer Plan and Profile

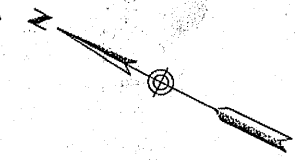
| REVISIONS | NO. | DATE  | REV. SAN. SEWER LOCATIONS | DESCRIPTION | DATE | BY   |
|-----------|-----|-------|---------------------------|-------------|------|------|
|           | 1   | 10/95 | REV. SAN. SEWER LOCATIONS |             | 8/95 | J.S. |

|                               |  |                |
|-------------------------------|--|----------------|
| SANITARY SEWER PLAN & PROFILE |  | DATE           |
| FOR                           |  | 8/95           |
| ADHESIVE RESEARCH, INC.       |  | SCALE          |
|                               |  | AS NOTED       |
|                               |  | DRAWN BY:      |
|                               |  | P.A.F., P.O.T. |
|                               |  | CHECKED BY:    |
|                               |  | J.R.H.         |
| PROJECT NO.                   |  | 941011         |
| SHEET NO.                     |  | 1 OF 1         |

*Bill  
From  
M. L. ...  
can ...  
6/10/94*

*13/23/90  
190*



INDUSTRIAL PARK

EXISTING POND

PROPERTY OF FRANK LARKIN

EXISTING DISTRIBUTION BOXES

EXISTING SEPTIC TANKS

EXISTING BUILDING

PARKING

EXISTING BUILDING

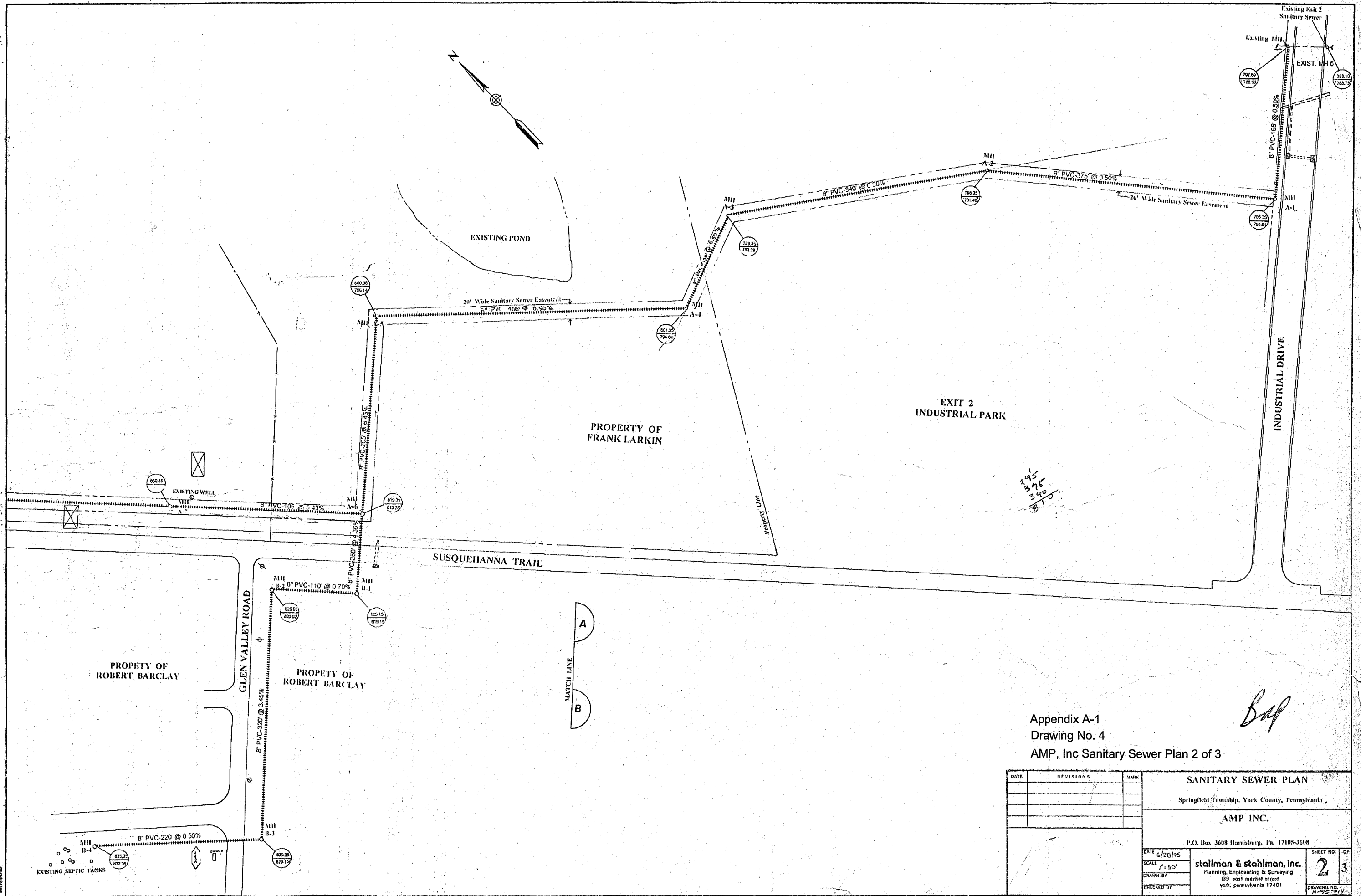
SUSQUEHANNA TRAIL

AVENUE ROAD

Appendix A-1  
Drawing No. 3  
AMP, Inc Sanitary Sewer Plan 1 of 3

*Bob*

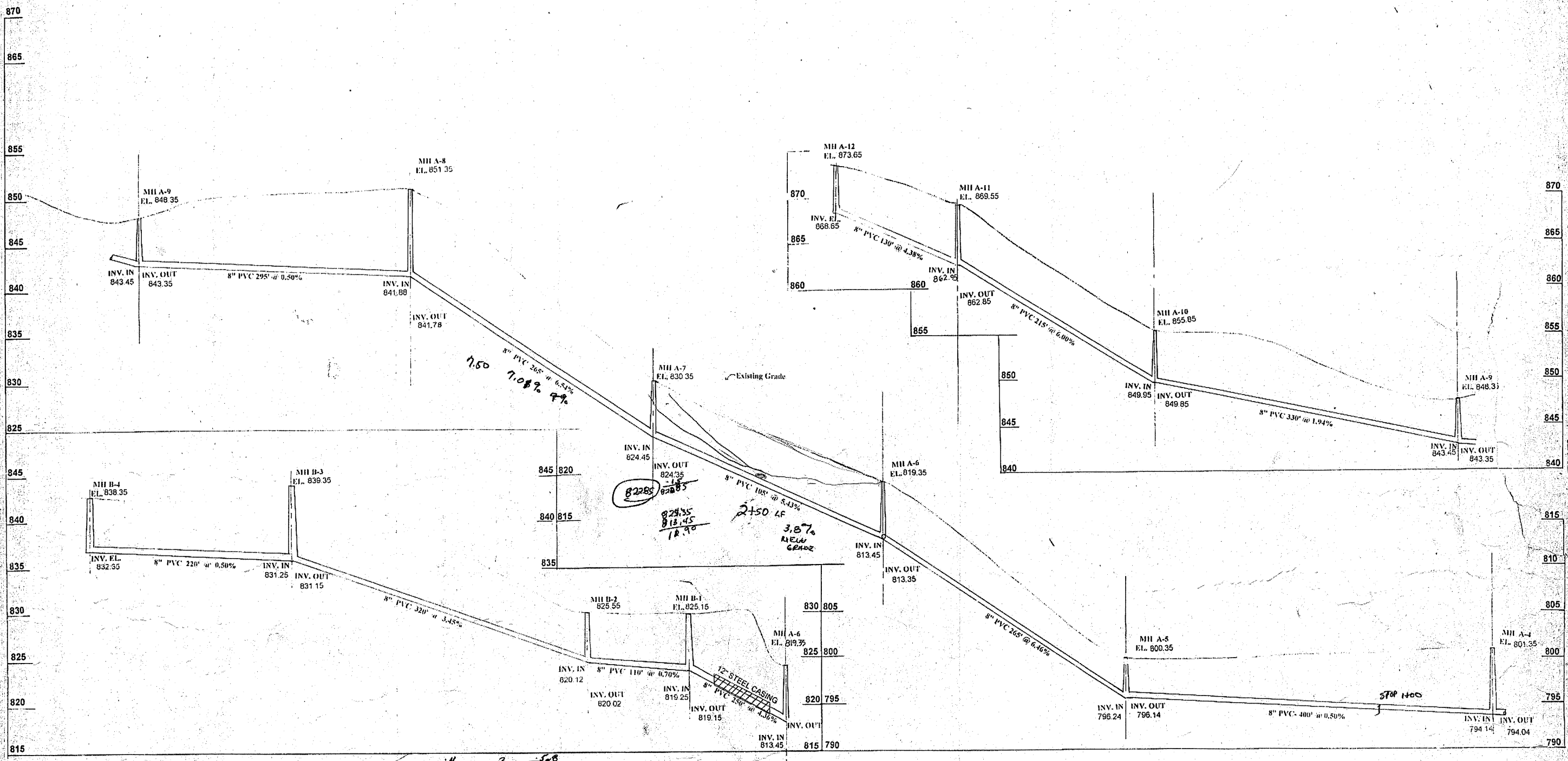
| DATE       | REVISIONS          | MARK | SANITARY SEWER PLAN  |   |
|------------|--------------------|------|--|---|
| 6/8/95     | CHANGE ELEV. DATUM |      | Springfield Township, York County, Pennsylvania  |   |
|            |                    |      | AMP INC.   |   |
|            |                    |      | P.O. Box 3608 Harrisburg, Pa. 17105-3608   |   |
| DATE       | 6/8/95             |      | <b>stallman &amp; stahman, inc.</b><br>Planning, Engineering & Surveying<br>139 east market street<br>york, pennsylvania 17401 | SHEET NO. <b>1</b> OF <b>3</b><br>DRAWING NO. <b>A-35-014</b> |
| SCALE      | 1"=50'             |      |  |   |
| DRAWN BY   |                    |      |  |   |
| CHECKED BY |                    |      |  |   |



Appendix A-1  
 Drawing No. 4  
 AMP, Inc Sanitary Sewer Plan 2 of 3

*Bar*

| DATE | REVISIONS | MARK | SANITARY SEWER PLAN  |                      |
|------|-----------|------|--|----------------------|
|      |           |      | Springfield Township, York County, Pennsylvania  |                      |
|      |           |      | AMP INC.   |                      |
|      |           |      | P.O. Box 3608 Harrisburg, Pa. 17105-3608   |                      |
|      |           |      | DATE 6/26/95   | SHEET NO. OF 2 3     |
|      |           |      | SCALE 1" = 50'   | DRAWING NO. A-95-014 |
|      |           |      | DRAWN BY   |                      |
|      |           |      | CHECKED BY   |                      |
|      |           |      | <b>stallman &amp; stohman, inc.</b><br>Planning, Engineering & Surveying<br>139 east market street<br>york, pennsylvania 17401 |                      |

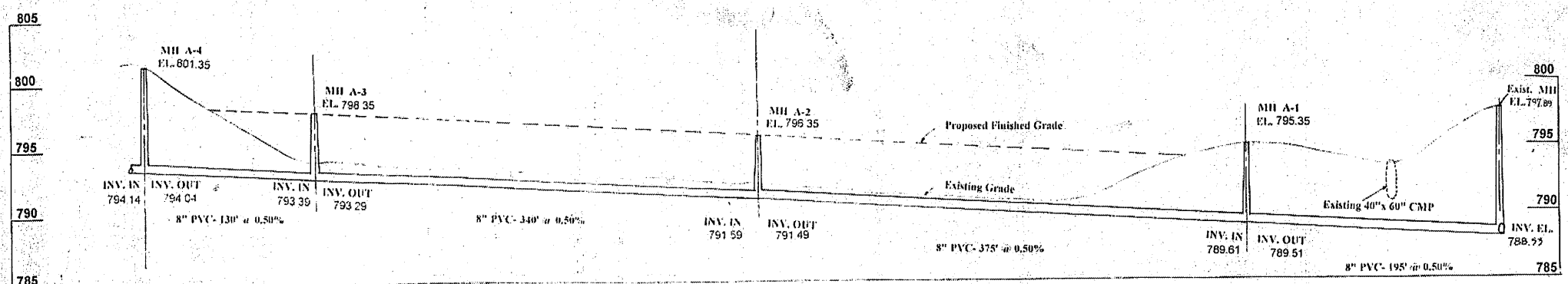


$\frac{200 \times 1290}{800}$   
 $\frac{250 \times 1250}{1250}$   
 $\frac{250 \times 1190}{1080}$   
 $\frac{4.8}{1900}$

$\frac{3}{205}$   
 $\frac{505}{505}$

*Boh*

Appendix A-1  
 Drawing No. 5  
 AMP, Inc Sanitary Sewer Plan 3 of 3



SANITARY SEWER PROFILE  
 scale Horiz. 1"=50'; Vert. 1"=5'

| DATE | REVISIONS | MARK |
|------|-----------|------|
|      |           |      |
|      |           |      |
|      |           |      |

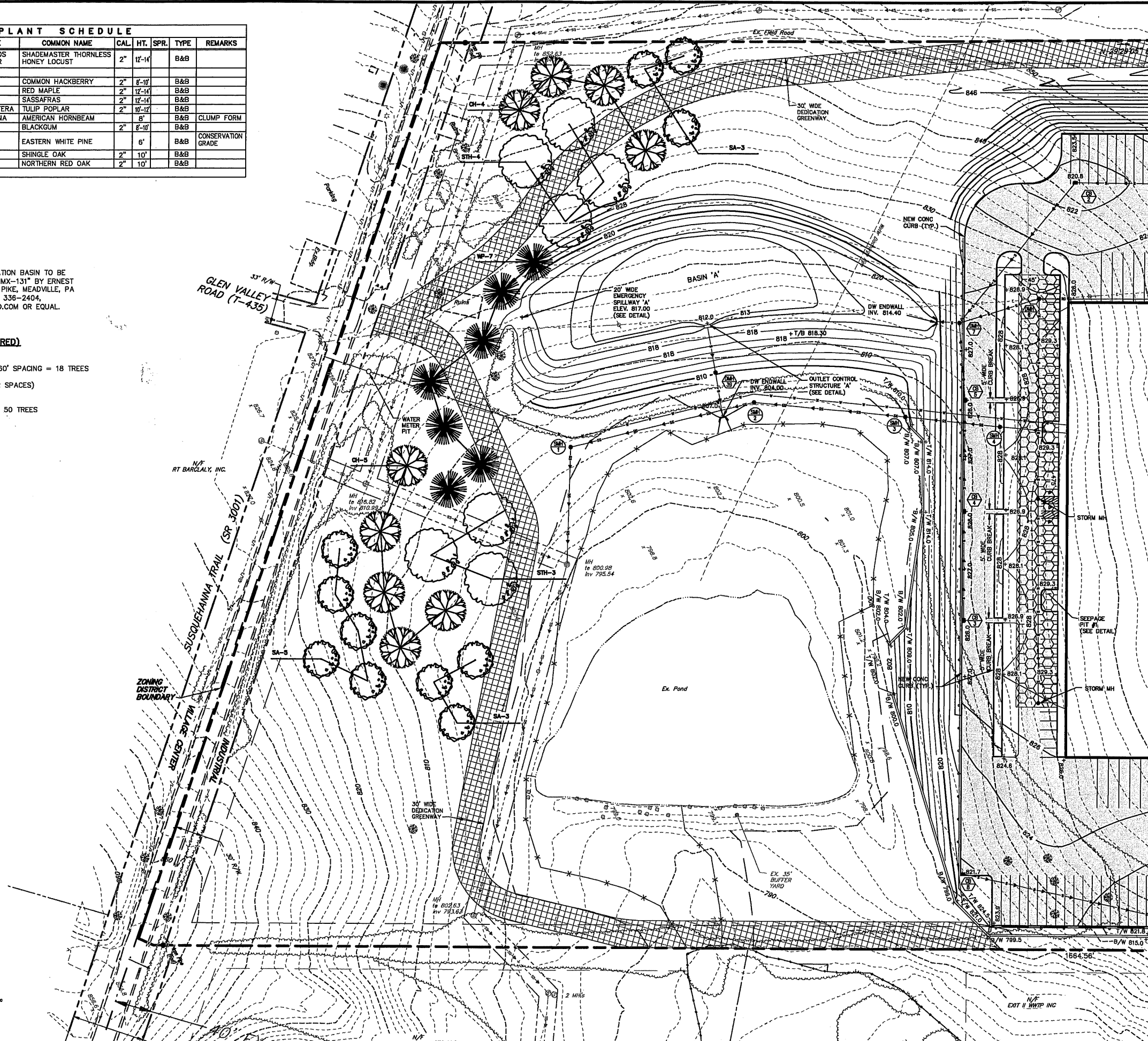
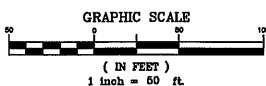
|   |   |   |              |   |             |          |
|---|---|---|--------------|---|-------------|----------|
| <b>SANITARY SEWER PROFILE</b>                   |   |   |              |   |             |          |
| Springfield Township, York County, Pennsylvania |   |   |              |   |             |          |
| <b>AMP INC.</b>                                 |   |   |              |   |             |          |
| P.O. Box 3608 Harrisburg, Pa. 17105-3608        |   |   |              |   |             |          |
| DATE<br>6/28/95                                 | SCALE<br>AS NOTED   | <table border="1"> <tr> <td>SHEET NO. OF</td> <td>3</td> </tr> <tr> <td>DRAWING NO.</td> <td>4-72-274</td> </tr> </table> | SHEET NO. OF | 3 | DRAWING NO. | 4-72-274 |
| SHEET NO. OF                                    | 3   |   |              |   |             |          |
| DRAWING NO.                                     | 4-72-274  |   |              |   |             |          |
| DRAWN BY  | stallman & stallman, inc.   |   |              |   |             |          |
| CHECKED BY                                      | Planning, Engineering & Surveying<br>139 east market street<br>york, pennsylvania 17401 |   |              |   |             |          |

| PLANT SCHEDULE |       |  |                                       |      |         |      |      |                    |
|----------------|-------|--|---------------------------------------|------|---------|------|------|--------------------|
| SYM.           | QUAN. | BOTANICAL NAME                               | COMMON NAME                           | CAL. | HT.     | SPR. | TYPE | REMARKS            |
| STH            | 7     | GLEDTISIA TRIACANTHOS<br>INERMIS SHADEMASTER | SHADEMASTER THORNLESS<br>HONEY LOCUST | 2"   | 12'-14' |      | B&B  |                    |
| CH             | 9     | CELTIS OCCIDENTALIS                          | COMMON HACKBERRY                      | 2"   | 8'-10'  |      | B&B  |                    |
| RM             | 7     | ACER RUBRUM                                  | RED MAPLE                             | 2"   | 12'-14' |      | B&B  |                    |
| SA             | 11    | SASSAFRAS ALBIDUM                            | SASSAFRAS                             | 2"   | 12'-14' |      | B&B  |                    |
| TP             | 6     | LIRIODENDRON TULIPIFERA                      | TULIP POPLAR                          | 2"   | 10'-12' |      | B&B  |                    |
| AH             | 11    | CARPINUS CAROLINIANA                         | AMERICAN HORNBEAM                     | 8"   | 8'      |      | B&B  | CLUMP FORM         |
| BC             | 10    | NYSSA SYLVATICA                              | BLACKGUM                              | 2"   | 8'-10'  |      | B&B  |                    |
| WP             | 7     | PINUS STROBUS                                | EASTERN WHITE PINE                    |      | 6'      |      | B&B  | CONSERVATION GRADE |
| QJ             | 7     | QUERCUS IMBRICARIA                           | SHINGLE OAK                           | 2"   | 10'     |      | B&B  |                    |
| QB             | 7     | QUERCUS BOREALIS                             | NORTHERN RED OAK                      | 2"   | 10'     |      | B&B  |                    |

**NOTE:**  
BOTTOM OF BASIN A, B AND INFILTRATION BASIN TO BE SEEDED WITH "OBL WETLAND MIX-ERNMX-131" BY ERNEST CONSERVATION SEEDS, 9006 MERCER PIKE, MEADVILLE, PA 16335-9299. (800) 873-3321, (800) 336-2404, FAX (814) 336-5191, WWW.ERNSTSEED.COM OR EQUAL.

**TREE PLANTING (NUMBER REQUIRED)**

- STREET TREES  
1047 LF (SUSQUEHANNA TRAIL)/60' SPACING = 18 TREES
- INTERIOR PARKING LOT (INCL. TRAILER SPACES)  
126 CAR SPACES  
170 TRAILER SPACES  
296 TOTAL SPACES/6 SPACES = 50 TREES
- TOTAL TREES = 68 REQUIRED  
82 PROVIDED



SEE SHEET 10 OF 21

SEE SHEET 8 OF 21

*Bar*

BEFORE YOU DIG-DRILL-BLAST CONTACT: PA ONECALL SYSTEM 1-800-242-1776  
Design Stage Notification Date: 5/23/08 Serial No. 1447020

**JRH James R. Holley & Associates, Inc.**  
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS  
18 South George Street • York, PA 17401  
(717) 846-4373 • Fax (717) 843-1566 • Email: jrh@holley.com

PRELIMINARY/FINAL SUBDIVISION AND LAND DEVELOPMENT PLAN FOR  
**FUNNY FARM INVESTORS, LP**  
**LARKIN TRACT**  
**SUSQUEHANNA TRAIL SOUTH SR 3001**  
PARTIAL GRADING & UTILITY PLAN AND PLANTING PLAN  
SPRINGFIELD TOWNSHIP YORK CO., PA. © 2008 James R. Holley & Associates, Inc.

| NO. | DATE     | DESCRIPTION                          | BY | SAL |
|-----|----------|--------------------------------------|----|-----|
| 1   | 12-10-08 | PER TWP PC MEETING                   |    |     |
| 2   | 01-22-09 | NO. REVISIONS THIS SHEET             |    |     |
| 3   | 8-18-09  | ADD AND AMENDMENT DRIVE STREET TREES |    |     |
| 4   | 12/21/09 | PER TWP MEETING                      |    |     |

|                  |          |
|------------------|----------|
| DATE:            | 08/2008  |
| SCALE:           | AS SHOWN |
| DRAWN BY:        | NS, SAL  |
| DESIGNED/CKD BY: | JWB      |
| PROJECT NO.      | 070825   |
| SHEET NO.        | 9 OF 21  |

Appendix A-2  
EXCLUDED FACILITIES

The following facilities partially described in the Listed and Included drawings are specifically excluded from the Assets to be acquired by York Water and shall remain the property of the applicable Seller Party:

1. The private collection system on the Albright property that extends from the Albright property through MH-B4; MH-B3; MH-B2; MH-B1; and across Susquehanna Trail to MH-A6. (See Appendix A-1, Drawing No. 4).
2. The force main and grinder pumping system connecting the Adhesives Research property with MH-A15 and all associated Rights-Of-Way. (See Appendix A-1, Drawing No. 2).
3. The private lateral connecting the Madison Range properties with MH-A15. (Not described in any of the Listed and Included drawings)
4. The private lateral connecting the Cabot IV-Pa2L01, LLC property that extends from the Cabot IV-PaL01, LLC property through SMH-4, SMH-3, SMH-2, SMH-1 to MH-A5 (See Appendix A-1, Drawing No. 6).
5. The private collection system on the Almony property that extends from the Almony property through MH A-12; MH A-11 to MH A-10. (See Appendix A-1, Drawing No. 3).
6. The private lateral connecting the Advance Polymer Control, Inc property to segment MH-3B – MH-3A at a point 144' upgradient of MH-3A.
7. The private lateral connecting the Freedom Armory property through the Almony property to MH A-13. (Not described in any of the Listed and Included drawings)

**APPENDIX B – EASEMENT**

PARCEL ID: 47-000-DI-0057.A0.00000

LOCATION: 10709 S. Susquehanna Trail, Springfield Township, York County

## PERMANENT WATER LINE UTILITY EASEMENT

KNOW ALL BY THESE PRESENTS, that ALMONY'S ENTERPRISE, LLC ("*Grantor*") for and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by THE YORK WATER COMPANY, a corporation organized under the laws of the Commonwealth of Pennsylvania, having its principal place of business in the City and County of York and Commonwealth of Pennsylvania, *Grantee*, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the said *Grantee*, its successors and assigns, a non-exclusive easement, right, liberty and privilege (the "Easement") from time to time and at all times forever hereafter to enter upon, to excavate and to lay, maintain, operate and use for any related lawful purposes its pipe or pipes, wires, valves, fittings, appliances, accessories and appurtenant equipment as well as to transport any lawful material or substance thereby in, on, under, along and upon:

The following strip of land extending across lands of *Grantor* in Springfield Township, York County, Pennsylvania, further described as follows:

A strip of land, being twenty feet (20') wide throughout its length, including ten feet (10') on either side of all sewer mains and services and including 10' around all appurtenant utility structures, as currently installed or as will be installed; located beneath and through *Grantor's* real property (the "Easement Area").

All as more fully shown on a sketch plan attached to the Agreement of Sale as Appendix A1, titled, "Appendix A-1 Drawing No.1, Sanitary Sewer Right of Way".

And further, to lay, maintain, operate and so use therein or thereon additional pipe or pipes, wires, valves, fittings, appliances, accessories and other appurtenant equipment and to inspect, maintain, operate, use, remove, renew, replace, repair, enlarge and relay any and all of the same, with all necessary rights of ingress, egress and regress to and from the same.

It is the intention of the parties hereto, and accordingly agreed by the *Grantor* and *Grantee*, their successors or assigns, that none of the facilities being now or at any time hereafter installed in the aforesaid Right of Way by the said *Grantee* shall be deemed to be or shall become part of the real estate or subject to any mortgage, lien or encumbrance thereon, but rather the same shall at all times remain the personal property of the *Grantee*, its successors or assigns.

By the acceptance of this grant, the said *Grantee* covenants and agrees for itself, its successors and assigns, that it, or its successors or assigns, respectively, shall and will, from time to time, backfill any excavations made in said strips or tracts of land subject of this Right of Way, and, except to the extent that there may be any violations of the provisions of the next paragraph hereof, each shall be responsible on its respective parcel, to replace and restore the surface of

the trench or trenches so excavated to the same grade and condition as existed before such excavation or excavations were made.

Said *Grantor*, and on behalf of its successors and assigns, hereby covenants and agrees to and with the said *Grantee*, its successors and assigns, that the *Grantor* nor any of its successors or assigns, shall or will interfere in any way whatsoever with the exercise of the rights hereby given said *Grantee*, its successors or assigns, nor shall or will they erect or maintain or cause or allow to be erected or maintained, any obstruction or obstructions of any nature whatsoever, including but not by way of limitation any building, structure, wall, fence, pole, tree, septic tank, drainfield, cesspool, dry well, other on-lot sewage disposal equipment or other impediment of any nature whatsoever not hereinbefore enumerated (with the exception of paving) in, on, under, along or upon said Right of Way whereby access to the pipe or pipes, wires, valves, fittings, appliances, accessories and other appurtenant equipment hereinbefore authorized to be laid shall or may be hindered, impeded or damaged in any manner whatsoever, and in the event of any such obstruction, hindrance or impediment, the same may be removed without payment of damages by *Grantee*, its successors or assigns, whenever such action shall reasonably be deemed by it to be necessary or advisable, and further covenants and agrees that this covenant and agreement and all of the terms, provisions and agreements of *Grantor* herein made shall run with the land, and further the **GRANTOR DOES HEREBY WARRANT** the Easement hereby granted and *Grantor's* title to the premises in, on, under, along and upon which the said Easement Area against adverse mortgages, judgments and other liens, claimed by, through or under *Grantor*, but not otherwise.

This Easement is non-exclusive, and *Grantor* reserves for *Grantor* and *Grantor's* successors and assigns the right to convey the same or other rights and/or easements to others, so long as such further conveyance is subject to the terms of this Easement.

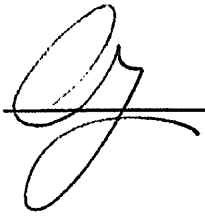
*Grantor* reserves for *Grantor* and *Grantor's* successors and assigns the right to continue to use and enjoy the *Grantor's* land for all purposes which do not unreasonably interfere with or interrupt the use or enjoyment of the Easement. *Grantor* may develop *Grantor's* parcels, record plats, construct trails, roads, landscaping and other utilities, across the *Grantor's* parcels and the Easement Area in a manner that does not materially interfere with *Grantee's* rights herein.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the said Grantor, intending to be legally bound hereby, has caused these presents to be duly executed this 30 day of December, 2020.

Signed, sealed and delivered  
in the presence of:

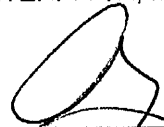
ALMONY'S ENTERPRISE, LLC



A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line and a flourish.

By: \_\_\_\_\_

Print Name:  
Title:



Carrie J. Almony  
owner

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line and a flourish. Below the signature, the name 'Carrie J. Almony' and the title 'owner' are written in black ink.

COMMONWEALTH OF PENNSYLVANIA :

SS:

COUNTY OF York :

On this, the 30 day of Dec, 2020, before me, a Notary Public, the undersigned officer, personally appeared Carrie D. Almony, who acknowledged himself/herself to be the owner of Almony's Enterprise, LLC, and that as such owner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company.

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

Commonwealth of Pennsylvania - Notary Seal  
Julla D. Urey, Notary Public  
York County  
My commission expires May 13, 2023  
Commission number 1170214  
Member, Pennsylvania Association of Notaries

Julla D. Urey  
Notary Public

PARCEL ID: 47-000-EI-0031.G0.00000

LOCATION: Oak Ridge Drive, Springfield Township, York County

PARCEL ID: 47-000-EI-0031.A0.00000

LOCATION: 10017 Oak Ridge Drive, Springfield Township, York County

## PERMANENT WATER LINE UTILITY EASEMENT

KNOW ALL BY THESE PRESENTS, that RODNEY L. KREBS FAMILY LIMITED PARTNERSHIP ("*Grantor*") for and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by THE YORK WATER COMPANY, a corporation organized under the laws of the Commonwealth of Pennsylvania, having its principal place of business in the City and County of York and Commonwealth of Pennsylvania, *Grantee*, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the said *Grantee*, its successors and assigns, a non-exclusive easement, right, liberty and privilege (the "Easement") from time to time and at all times forever hereafter to enter upon, to excavate and to lay, maintain, operate and use for any related lawful purposes its pipe or pipes, wires, valves, fittings, appliances, accessories and appurtenant equipment as well as to transport any lawful material or substance thereby in, on, under, along and upon:

The following strip of land extending across lands of *Grantor* in Springfield Township, York County, Pennsylvania, further described as follows:

A strip of land, being twenty feet (20') wide throughout its length, including ten feet (10') on either side of all sewer mains and services and including 10' around all appurtenant utility structures, as currently installed or as will be installed; located beneath and through *Grantor's* real property (the "Easement Area").

All as more fully shown on a sketch plan attached to the Agreement of Sale as Appendix A1, titled, "Appendix A-1 Drawing No.1, Sanitary Sewer Right of Way".

And further, to lay, maintain, operate and so use therein or thereon additional pipe or pipes, wires, valves, fittings, appliances, accessories and other appurtenant equipment and to inspect, maintain, operate, use, remove, renew, replace, repair, enlarge and relay any and all of the same, with all necessary rights of ingress, egress and regress to and from the same.

It is the intention of the parties hereto, and accordingly agreed by the *Grantor* and *Grantee*, their successors or assigns, that none of the facilities being now or at any time hereafter installed in the aforesaid Right of Way by the said *Grantee* shall be deemed to be or shall become part of the real estate or subject to any mortgage, lien or encumbrance thereon, but rather the same shall at all times remain the personal property of the *Grantee*, its successors or assigns.

By the acceptance of this grant, the said *Grantee* covenants and agrees for itself, its successors and assigns, that it, or its successors or assigns, respectively, shall and will, from time

to time, backfill any excavations made in said strips or tracts of land subject of this Right of Way, and, except to the extent that there may be any violations of the provisions of the next paragraph hereof, each shall be responsible on its respective parcel, to replace and restore the surface of the trench or trenches so excavated to the same grade and condition as existed before such excavation or excavations were made.

Said *Grantor*, and on behalf of its successors and assigns, hereby covenants and agrees to and with the said *Grantee*, its successors and assigns, that the *Grantor* nor any of its successors or assigns, shall or will interfere in any way whatsoever with the exercise of the rights hereby given said *Grantee*, its successors or assigns, nor shall or will they erect or maintain or cause or allow to be erected or maintained, any obstruction or obstructions of any nature whatsoever, including but not by way of limitation any building, structure, wall, fence, pole, tree, septic tank, drainfield, cesspool, dry well, other on-lot sewage disposal equipment or other impediment of any nature whatsoever not hereinbefore enumerated (with the exception of paving) in, on, under, along or upon said Right of Way whereby access to the pipe or pipes, wires, valves, fittings, appliances, accessories and other appurtenant equipment hereinbefore authorized to be laid shall or may be hindered, impeded or damaged in any manner whatsoever, and in the event of any such obstruction, hindrance or impediment, the same may be removed without payment of damages by *Grantee*, its successors or assigns, whenever such action shall reasonably be deemed by it to be necessary or advisable, and further covenants and agrees that this covenant and agreement and all of the terms, provisions and agreements of *Grantor* herein made shall run with the land, and further the **GRANTOR DOES HEREBY WARRANT** the Easement hereby granted and *Grantor's* title to the premises in, on, under, along and upon which the said Easement Area against adverse mortgages, judgments and other liens, claimed by, through or under *Grantor*, but not otherwise.

This Easement is non-exclusive, and *Grantor* reserves for *Grantor* and *Grantor's* successors and assigns the right to convey the same or other rights and/or easements to others, so long as such further conveyance is subject to the terms of this Easement.

*Grantor* reserves for *Grantor* and *Grantor's* successors and assigns the right to continue to use and enjoy the *Grantor's* land for all purposes which do not unreasonably interfere with or interrupt the use or enjoyment of the Easement. *Grantor* may develop *Grantor's* parcels, record plats, construct trails, roads, landscaping and other utilities, across the *Grantor's* parcels and the Easement Area in a manner that does not materially interfere with *Grantee's* rights herein.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the said Grantor, intending to be legally bound hereby, has caused these presents to be duly executed this 29<sup>th</sup> day of DECEMBER, 2020.

Signed, sealed and delivered  
in the presence of:

A handwritten signature in black ink, appearing to be "R. Krebs", written over a horizontal line.

RODNEY L. KREBS FAMILY LIMITED PARTNERSHIP

By:  its General Partner

By: Rodney L Krebs - GP

Print Name:

Title:

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF YORK : SS:

On this, the 29<sup>th</sup> day of DECEMBER, 2020, before me, a Notary Public, the undersigned officer, personally appeared RODNEY KREBS, who acknowledged himself/herself to be the GENERAL PARTNER of RODNEY L. KREBS FAMILY LIMITED PARTNERSHIP, the General Partner of Rodney L. Krebs Family Limited Partnership, and that as such GENERAL PARTNER, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company.

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

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
C. Dianne Masimore, Notary Public  
Springfield Twp., York County  
My Commission Expires Sept. 5, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

C. Dianne Masimore  
Notary Public

Schedule 2.2  
 Current Users and EDU Reservations  
 As of December 15, 2020

| <u>Users</u>                 | <u>Current EDUs for which Billed</u> |                 |
|------------------------------|--------------------------------------|-----------------|
| ADHESIVE RESEARCH            | 14                                   | Northern System |
| ADVANCE POLYMERS             | 1                                    | Northern System |
| ALBRIGHT TRAILER PARK        | 46                                   | Northern System |
| Blue Cloud-182 Industrial    | 1                                    |                 |
| Gen Cam LLC - 10671 Susq. Tr | 14                                   | Northern System |
| Gen Cam LLC - 137 Commerce D | 2                                    | Northern System |
| Almony Enterprise LLC        |                                      | Northern System |
| ANTON & O'SHEA               | 1                                    |                 |
| BEL-CONNECTORS               | 8                                    |                 |
| BI-MAX INC - 158 Industrial  | 1                                    |                 |
| BI-MAX INC - 281 Industrial  | 1                                    |                 |
| DIESEL PRO                   | 1                                    | Northern System |
| FREEDOM ARMORY               | 1                                    | Northern System |
| MID ATLANTIC PILING          | 1                                    |                 |
| DENNIS PANTANO               | 2                                    |                 |
| PENN DUTCH RESTORATION       | 1                                    |                 |
| TECHTA AMERICA EAST, LLC     | 2                                    |                 |
| OAKWOOD CONTROLS             | 1                                    |                 |
| CLEARVIEW EXCAVATING         | 1                                    |                 |
| TOPFLIGHT CORP               | 15                                   |                 |
| WAREHOUSE SERVICES           | 5                                    | Northern System |
|                              | <hr/>                                |                 |
|                              | 119                                  |                 |

| <u>Reservation Holders</u> | <u>Reserved EDUs for which Billed</u> |  |
|----------------------------|---------------------------------------|--|
| ATLANTIC CAISSON           | 1                                     |  |
| OLD TRAIL STORAGE          | 1                                     |  |
| BOULDER MOUNTAIN           | 1                                     |  |
| ADHESIVE RESEARCH          | 14                                    |  |
| O'SHEA LUMBER              | 4                                     |  |
| TRAIL TOOL                 | 1                                     |  |
| SCOTT & JANETTE MORRIS     | 2                                     |  |
| ANTIQUÉ MARKETS LP         | 4                                     |  |
|                            | <hr/>                                 |  |
|                            | 28                                    |  |