

Exhibit “K-5”

PERMANENT UTILITY AND ACCESS EASEMENT AGREEMENT

THIS PERMANENT UTILITY AND ACCESS EASEMENT AGREEMENT (this "Agreement") is made this 1st day of July 2020, by and between, R.T. Barclay, Inc., t/d/b/a Albright Trailer Park, a Pennsylvania corporation having its principal office in Springfield Township, York County, Pennsylvania ("Grantor") and 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"):

WHEREAS, Grantor intends to maintain residential facilities on a tract of land in Springfield Township, York County, PA owned by the Grantor, said tract of land identified as York County Tax Parcel 47000DI00570000000, ("Property"); and

WHEREAS, Grantee is a public utility that supplies water to customers throughout York and Adams County and wastewater to customers throughout York County; and

WHEREAS, in order to better serve the Grantor, Grantee has proposed to operate and maintain existing water mains and facilities, and construct new water mains and facilities on the Property in order to provide a continuous supply of potable water to the inhabitants thereof; and

WHEREAS, in order to better serve the Grantor and other customers in the area, Grantee has proposed to operate and maintain existing wastewater collection facilities, and construct new wastewater collection mains and facilities on the Property in order to provide continuous collection and discharge of sanitary sewer for the inhabitants thereof; and

WHEREAS, Grantor is willing to grant to Grantee the Easements herein described pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound hereby, and in consideration of the payment of One (\$1.00) Dollar, receipt of which is hereby acknowledged, as well as the mutual covenants contained herein, do hereby agree as follows:

1. Incorporation of Recitals.

The above Recitals are hereby incorporated into this agreement as if set forth herein.

2. Permanent Utility Easement.

Grantor grants and conveys to Grantee, its successors and assigns, a Permanent Utility Easement in and across the entire Property, all as more fully shown on the attached plan, incorporated herein and marked as Exhibit "A." The Permanent Utility Easement shall be for the purpose of constructing and installing water mains and wastewater collection mains, as determined by the Grantee in its discretion, together with all fittings and appurtenances as may be necessary or convenient from time to time for the operation of same, and thereafter, to use, operate, inspect, repair, maintain, replace, enlarge and remove said water mains and wastewater collection mains, fittings and appurtenances, together with all rights of ingress, egress and regress on, over and across said Permanent Utility Easement as may be necessary and convenient for the full and complete use by the Grantee of the rights granted hereby, including the right to clear trees, brush and other obstructions from the surface of the Easement Area that impact Grantee's ability to execute any activity incidental to the rights granted in this paragraph. Grantee's obligation to its water customers and Grantee's ownership of water distribution facilities installed extend to the service line valve located at the discharge side of the meter as described in Grantee's Tariff. Grantee shall maintain ownership of replacement water meters. Water meters shall be protected by the customer as described in Grantee's Tariff. Grantee's obligation to its wastewater customers and Grantee's ownership of wastewater collection facilities installed extend to the point of connection with the customer lateral as described in Grantee's Tariff. The grant of the Permanent Utility Easement on the Property shall include the

right to maintain the facilities installed within the limits of the Easement, from time to time and at any time in Grantee's discretion.

3. Consideration.

The consideration set forth in this Agreement is full and complete consideration for the Easements herein granted, and for any and all damage to the Property, to any interest of Grantor therein, or any other property of Grantor.

4. Title to Property.

Grantor hereby warrants and represents to Grantee that Grantor holds good and marketable title to the Property, insurable by a reputable title company at regular rates, free and clear of liens and encumbrances except those disclosed to Grantee in writing and accepted by Grantee.

5. Termination Rights

In addition to providing access to water supply and wastewater collection facilities, the Easements created by this Agreement shall allow the Grantee to invest in and construct a water distribution system, or parts thereof, and wastewater collection system to serve the Grantor's existing community with approximately 68 lots. The payments provided under Paragraph 5 in this Agreement are intended to compensate Grantee for investment in facilities in the event Grantor terminates operation of the Mobile Home Park community. Ownership of the distribution system assets will not be transferred by Grantee to Grantor upon payment, and the provisions of Paragraph 5 in this Agreement do not represent a sale of such assets by Grantee. Grantee may continue to retain and use any and all easements granted under the Agreement to the extent necessary to continue to provide public water service and public wastewater service to any customers of Grantee. Reference to abandoning facilities in Paragraph 5A and abandonment (of facilities) in Paragraph 5D of the Agreement do not contemplate a transaction to abandon service nor supersede or limit the Pennsylvania Public Utility Commission's authority under 66 Pa.C.S. §1102(a)(2). Therefore, Grantor and Grantee agree;

- A. For a period of twenty-five (25) years following the grant of these Easements, if Grantor desires to terminate this Agreement, in whole or in part, Grantor agrees to pay Grantee an amount equal to the then current depreciated original cost of Grantee's water main, sanitary sewer main, service line and sanitary sewer lateral relocation program and facilities to be abandoned as a result of the termination of this Agreement, which original cost shall not exceed one hundred thousand dollars (\$100,000.00) dollars, and;
- B. For a period of twenty-five (25) years following the grant of these Easements, if Grantor desires to terminate this Agreement, in whole or in part, Grantor agrees to additionally pay fifty thousand dollars (\$50,000.00) to Grantee, and;
- C. For a period of ten (10) years following the grant of these Easements, if Grantor desires to terminate this Agreement, in whole or in part, Grantor agrees to pay Grantee an additional amount equal to York Water's system-wide average re-pumped residential revenue per customer during the calendar year preceding termination of this Agreement multiplied by (), multiplied by the years remaining in the initial ten (10) year period, and
- D. Provisions in Paragraphs 4B and 4C above shall not apply if, within eighteen (18) months following abandonment, a follow on use is established which results in a source of revenue for Grantee that is equal to or higher than the previous average monthly revenue generated for Grantee by services to this Property.

6. Grantee's Costs.

Grantee shall be solely responsible for all costs and expenses associated with the construction, installation, maintenance, repair, inspection and operation of its facilities on the Property in the Permanent Utility Easement Area.

7. Indemnification

Grantee agrees to release, hold harmless and indemnify Grantor from and against any and all claims, whether at law or equity, for damages of any kind whatsoever arising directly or indirectly from the construction, installation, maintenance, repair, inspection and operation of said facilities contemplated hereunder including, but not limited to, injury to person or property or loss of life, except to the extent caused by the negligence or willful misconduct of Grantor, or its officers, agents, employees or contractors.

8. No Interference or Obstruction.

Said Grantor, for itself, its successors and assigns, hereby covenants and agrees to and with the Grantee, its successors and assigns, that neither it nor any of its successors or assigns, shall or will interfere in any way whatsoever with the exercise of the rights hereby given the Grantee, its successors or assigns, or shall or will 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 structure, wall, fence, pole, tree, shrubbery, garden, septic tank, drain field, cesspool, dry well, other on-lot sewage disposal equipment or other impediment of any nature whatsoever not hereinbefore enumerated in, on, under, along or upon said strips or tracts of land whereby access to the facilities, 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, with the exception of pre-existing structures located within the easement as of the date of this agreement, the same may be removed without payment of damages by the 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 specially the easement hereby granted and Grantor's title to the premises in, on, under, along and upon which the said right of way is granted against adverse mortgages, judgments and other liens.

9. Grantee's Covenant to Backfill.

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 by it or them, respectively, in said easement or tracts of land and, except to the extent that there may be any violations of the provisions of the previous paragraph hereof, shall 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.

10. Personal Property.

It is the intention of the parties hereto, and accordingly agreed by the Grantor and the Grantee, for themselves and their successors or assigns, that none of the facilities being now or at any time hereafter installed in the aforesaid Easements by the 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.

11. Binding Agreement.

This Agreement shall be binding upon the parties hereto, their successors and assigns, and the Easements herein granted shall run with the land.

12. No Amendment or Modification.

The Easements granted herein shall not be altered, modified, limited, amended or terminated, except by means of a written instrument or instruments, executed by both Grantee and Grantor. This Agreement and any subsequent amendment or modification may be recorded in the Office of Recorder of Deeds in and for York County.

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.

GRANTOR:

WITNESS:

BARCLAY RT INC

Judith R Koller

By: Robert S Barclay II
President

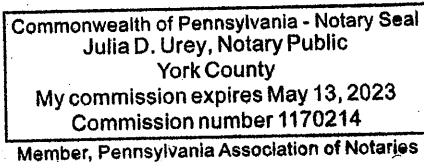
COMMONWEALTH / STATE OF PENNSYLVANIA

(SS.

COUNTY OF YORK

On this 01 day of July, 2020, before me, a Notary Public, the undersigned, personally appeared Robert S. Barclay II, known to me (or satisfactorily proven) to be the owner of the parcels described within and acknowledged that (s)he executed the same for the purposes therein contained.

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



Julia D. Urey
Notary Public

GRANTEE:

ATTEST:

w/a. 2/11
Secretary

THE YORK WATER COMPANY

Joseph T. Hand
Joseph T. Hand, President and CEO

COMMONWEALTH / STATE OF PENNSYLVANIA

(SS.

COUNTY OF YORK

On this 2nd day of July, 2020, before me, a Notary Public, the undersigned officer, personally appeared Joseph T. Hand, known to me (or satisfactorily proven) to be the President and CEO of The York Water Company and acknowledged that he executed the same for the purposes therein contained.

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

Molly Elizabeth Norton

Notary Public

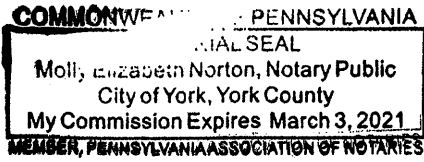


EXHIBIT A

York Water Easement shall encompass: All existing water lines and service lines and all existing sanitary sewer lines; and an additional ten (10) feet on either side of existing water lines and service lines; and an additional ten (10) feet on either side of existing sanitary sewer lines and reasonable access to said water lines, service lines and sanitary sewer lines; and all existing paved roads and driveways; and an additional five (5) feet on either side of all existing paved roads and driveways for installation and access to future water and wastewater facilities.

Exhibit A to Permanent Utility and Access Easement Agreement

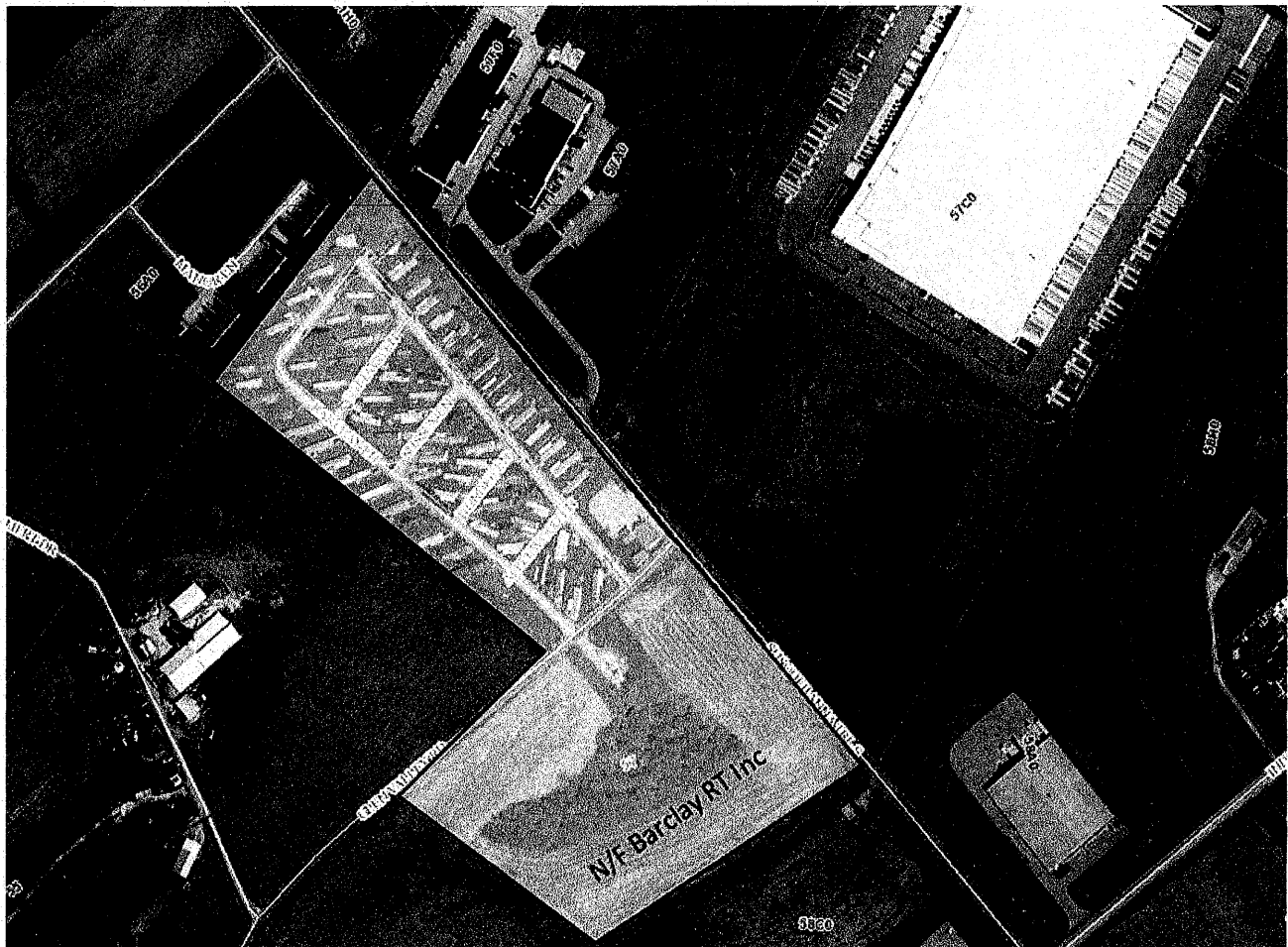


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Exhibit A to Permanent Utility and Access Easement Agreement

