

Attachment M

SANITARY SEWER SYSTEM EASEMENT

This Sanitary Sewer System Easement is made effective as of the ____ day of _____, 2024 between

POCONO LAKEFRONT, LLC, a Pennsylvania Limited Liability Corporation, having a principal place of business at 40 Warren Street, Paterson, New Jersey 07524, hereinafter together with its successors and assigns ("GRANTOR")

AND

PL UTILITIES LLC, a Pennsylvania Limited Liability Corporation, with its principal offices or place of business at 61 West 62nd Street, #22E, New York, New York, 10023, hereinafter together with its successors and assigns ("GRANTEE")

WITNESSETH:

WHEREAS, the service area of a sanitary sewer system regulated by the Pennsylvania Public Utility Commission is located, in part, on 3 properties owned by Pocono Lakefront, LLC in Palmyra Township, Pike County, Pennsylvania, the first is identified in the Tract 3R Consolidation Plan at Plat Book 47, Page 83 hereinafter attached as Exhibit A, as further described in the June 21, 2013 Deed at Instrument #201300006411 and at Deed Book 2423, Page 2400, hereinafter attached as Exhibit B; the second is identified as Tract 1 in the November 8, 2010 Deed at Instrument 2010000010110 and at Deed Book 2250, Page 1850, hereinafter attached as Exhibit C; and the third is identified by Tax ID Nos. 070.04-01-32 and 070.04-01-31.001 as evidenced by [INSERT DEED INFORMATION], hereinafter attached as Exhibit D (collectively, the "Property");

WHEREAS, PL Utilities, LLC will be taking over the ownership and operation of the sanitary sewer system within the service area, including all collection lines, pump stations, discharge point and wastewater treatment plant located on the Property;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and in consideration of the payment to the Owner of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the GRANTOR, the GRANTEE and the GRANTOR, each intending to be legally bound hereby, do hereby agree as follows:

1. The foregoing paragraphs of this Easement Agreement are a part hereof, intended by the parties to be considered in its construction, interpretation and enforcement.
2. This Easement shall be effective upon the transfer of ownership of the sanitary sewer system to PL Utilities which will occur upon the approval by the Pennsylvania Public Utility Commission of the transfer of the system and the issuance of the Certificate of Public Convenience to PL Utilities;
3. GRANTOR does hereby give and grant unto the GRANTEE an exclusive, permanent easement over the Property for the location of the existing sanitary sewer system installed throughout the Property, including the right of reasonable ingress and egress through, under and across the Property. This Easement shall run with the land and be binding upon and inure to the benefit of GRANTOR, GRANTEE and their respective successors and assigns.
4. The permanent easement granted under this Easement shall be for the sole purpose to install, construct, reconstruct, replace, remove, enlarge, inspect, operate, repair, make connections with and maintain perpetually the existing sanitary sewer system, including underground pipe, conduits, manholes, drains, markers, mains, service connections, pump stations, existing wastewater treatment plant, new waste water treatment plant and other appurtenances upon, over and under the Property.
5. This Easement includes the right of entry upon the land of the GRANTOR for all purposes aforesaid, provided, however, the GRANTEE, its successors or assigns, shall restore and replace the ground affected by the installation, maintenance, repair, connection to, and replacement of said sanitary sewer system, to the same or better condition as the grounds had been immediately prior thereto.
6. GRANTOR covenants that it shall not, at any time hereafter, grant or convey to any other person or entities any rights within the easements in this Easement Agreement which conflict with the rights herein granted to GRANTEE. GRANTOR represents and warrants that it has not granted or conveyed to any other person(s) or entities any rights within the easements in this Easement Agreement which conflict with the rights herein granted to GRANTEE.
7. GRANTEE shall reasonably promptly restore, at its expense, any areas that are that are damaged/disturbed as a result of it exercising its rights under this Easement to a condition at least as good as the original condition as existed immediately prior to the start of said exercise of rights.
8. To the extent GRANTEE removes any portion of the sanitary sewer system and fails to use the location of such portion within 2 years to removal, GRANTEE shall be deemed to have abandoned its easement rights as they apply to the property occupied by such portion. GRANTEE shall give written notice to GRANTOR within thirty (30) days following the removal of any portion of the sanitary sewer system. Grantor shall not remove the sanitary sewer system without the replacement thereof, unless GRANTEE

provides written notice of its intent to and providing notice to GRANTOR of its intent to abandon the Easement. Upon abandonment under this paragraph, this Agreement shall automatically terminate as to the abandoned portion of the Easement and be of no force and effect and the Easement herein granted shall cease and desist. In the event of any termination under this paragraph, GRANTEE shall, upon the request of GRANTOR, execute and deliver to GRANTOR any such instruments, in recordable form, as may be requested by GRANTOR to evidence and confirm such termination of the Agreement and release all of GRANTEE'S rights in and to the abandoned portion of the Easement.

9. GRANTEE shall indemnify and hold harmless GRANTOR for and against all claims, costs, liabilities or expenses incurred by GRANTOR arising out of or in connection with exercise by GRANTEE and/or its employees, agents, and contractors of its rights under the easements of this Easement Agreement. GRANTEE shall not be liable for damages which are the result of the exercise of its proper rights and/or any limitations imposed upon the Easement by GRANTOR or any third party. GRANTEE shall not be liable for intentional or negligent acts of GRANTOR.
10. GRANTEE shall have the right, at its sole cost and expense, to record this Agreement with the Recorder of Deeds of Pike County, Pennsylvania.
11. This Easement Agreement is subject to any and all existing easements, encumbrances, conditions, and restrictions of record and to any and all existing structures and utilities.
12. This Agreement may not be altered or amended, except by a writing duly executed by the parties hereto or their respective successors or assigns.
13. This Agreement sets forth the entire agreement of the parties on the subject, and all exhibits attached hereto are incorporated by reference in this Agreement.
14. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the entire agreement between GRANTOR and GRANTEE covering the subject matter hereof.
15. The easement rights herein granted, subject to all restrictions, requirements, conditions, indemnity, and insurance requirements, are for the benefit of Grantee and shall not be assignable without the prior written consent of Grantor, in whole or in part, to any third party owning or acquiring any interest in the Sanitary Sewer Pipeline which written consent shall not be unreasonably withheld.
16. No representations, warranties or covenants pertaining to the Easement have been made by, or shall be binding upon, GRANTOR.
17. This Agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

Said Agreement has been executed as of the ____ day of _____, 2024.

POCONO LAKEFRONT LLC

PL UTILITIES LLC

By: _____
(Name)

By _____
(Name)

Its: _____
(Title)

Its: _____
(Title)

COMMONWEALTH OF PENNSYLVANIA

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) SS:

COUNTY OF

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I HEREBY CERTIFY that on this _____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, the _____ of PL Utilities and that he as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal:

Notary Public

EXHIBIT "A"

EXHIBIT B

EXHIBIT C

EXHIBIT D