

TOFT WOODS DEDICATION AGREEMENT

This Dedication Agreement ("Agreement") made this _____ day of _____, 2011 by and between Toft Woods Community Association, Inc. (hereinafter "Toft Woods"), a Pennsylvania community association maintaining a mailing address of 1246 West Chester Pike, Suite 314, West Chester, PA 19382 and the Upper Providence Township Sewer Authority (hereinafter "UPTSA") with an address of 935 North Providence Road, Media, PA 19063, provides as follows:

WHEREAS, Toft Woods is a community association consisting of forty (40) residential homes located on Bishop Hollow Road just South of Providence Road in the Township of Upper Providence, Delaware County, Pennsylvania; and

WHEREAS, the Toft Woods residential community is represented by the Board of Directors of Toft Woods; and

WHEREAS, UPTSA is engaged in providing public sewer service to residents of Upper Providence Township north of the Route 1 By-Pass between Ridley Creek and Crum Creek (hereinafter the "Project") who were not previously connected to public sewers; and

WHEREAS, the Toft Woods residential homes are not required to be connected to the public sewer system under Upper Providence Township Ordinances or UPTSA regulations; and

WHEREAS, Toft Woods desires to connect all forty (40) residential homes in the community to the UPTSA sewer system, which will be installed as part of

the Project, such that the residential homes will become customers of the UPTSA sewer system; and

WHEREAS, Toft Woods wishes to dedicate the sewer mains located within the community to UPTSA and abandon the existing Toft Woods private treatment plant. (Note: The sewer laterals from each home to the main will continue to be the homeowners' property and responsibility.)

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound agree as follows:

A. UPTSA hereby agrees to the following:

1. The UPTSA, at its sole cost and expense, will install a low-pressure sewer main from Chapel Hill Road to a site located near the existing Toft Woods treatment plant pumping station. Connection Plan attached as Exhibit "D" and Plan and Profile attached as Exhibit "E."

2. The UPTSA will provide and install the appropriate grinder pumps, piping, manholes, power and emergency power systems and controls necessary to serve Toft Woods. Toft Woods will be responsible for the costs as set forth herein and as outlined in Exhibit "A" attached hereto and incorporated herein by reference. This shall be a one time expense for Toft Woods, and after dedication, all future maintenance, repair and/or replacement costs associated with the grinder pumps and controls will be at the sole cost of UPTSA.

3. The UPTSA will accept dedication by Toft Woods of the existing gravity sewer system.

4. The UPTSA will prepare and record an executed Easement Agreement and/or Deed of Dedication and any other required documents for dedication of the existing gravity sewer system to UPTSA. An Easement Plan and Legal Descriptions depicting the facilities dedicated to and owned by UPTSA is attached hereto as **Exhibit "B"** and made a part hereof.

B. Toft Woods hereby agrees to the following:

1. Each Toft Woods residential home will be subject to a tapping fee pursuant to Section C.1.

2. Toft Woods will be subject to a one-time sewer connection fee pursuant to Section C.2.

3. Toft Woods will pay all costs (not to exceed Forty-Five Thousand (\$45,000.00) Dollars) associated with new grinder pumps, including assembly and installation pursuant to Section C.3. Any costs or expenses beyond the Forty-Five Thousand (\$45,000.00) Dollars shall be the sole responsibility of UPTSA.

4. Toft Woods agrees to decommission and abandon those parts of the existing gravity sewer system and associated tanks/wet wells not being dedicated to UPTSA. Toft Woods further agrees to dispose of all equipment, facilities, etc. associated with decommission and abandonment of the existing sewage treatment systems. Toft Woods shall comply with all state, township, UPTSA and other applicable regulations associated with decommission and abandonment of the existing sewage treatment system.

Upon completion, Toft Woods shall provide documentation that all appropriate and necessary steps related to decommission and abandonment of the existing gravity sewer system have been satisfied.

5. Prior to acceptance by UPTSA, Toft Woods will clean, televise, joint test and grout, as necessary, and repair broken mains associated with the existing gravity sewer system.

6. Toft Woods will continue to assume the ongoing costs of electricity associated with the grinder pumps.

7. Toft Woods will provide for access to all manholes within the community.

8. Toft Woods agrees to grant UPTSA an easement upon, across, over, through and under Toft Woods' property for ingress, egress, installation, replacement, repair, connection to, hooking into and the maintenance of all collection lines associated with the sewer system owned by UPTSA. The easement shall provide that UPTSA shall restore disturbed areas to the condition in which they were found, with the exception that Toft Woods shall be responsible for the replacement of any plantings or trees.

9. Maintenance of the access road to the pump facilities shall be the responsibility of Toft Woods.

10. The equipment building will be dedicated to UPTSA who will have exclusive use of the said building and UPTSA will be responsible for future maintenance of the building and shall keep the same in good condition.

C. Payments will be as follows:

1. A one-time residential home tapping fee in the amount of Three Thousand Four Hundred (\$3,400.00) Dollars per home shall be payable by the residential homeowner to the Toft Woods Homeowners Association. Upon execution of this agreement, Toft Woods shall, on or before October 21, 2011, remit one-half of the tapping fees in a direct lump sum payment of Sixty Eight Thousand (\$68,000) Dollars to UPTSA. Toft Woods shall, on or before November 21, 2011, remit the remaining one-half of the tapping fees in a direct lump sum payment of Sixty Eight Thousand (\$68,000) Dollars to UPTSA.

2. A one-time Toft Woods sewer connection fee of Three Hundred (\$300.00) Dollars shall be paid to UPTSA at the same time as the first one-half lump sum tapping fee.

3. An estimated equipment and installation fee (as outlined in Exhibit "A") in the amount of Forty-five Thousand (\$45,000.00) Dollars (NOT TO EXCEED \$45,000.00) associated with the connection of the existing gravity system to the new low pressure system, together with the purchase and installation of grinder pumps, electric connection to the existing electric meter location, gravity tie-in and auto dialer installation, will be due and payable by Toft Woods to UPTSA within 30 days of date of invoice (with supporting documentation from contractors) from UPTSA.

4. UPTSA shall bill each residential home separately on a quarterly basis in accordance with UPTSA's regular billing schedule. The existing quarterly charge is One Hundred (\$100.00) Dollars per Equivalent Dwelling Unit ("EDU").

Pursuant to the Pennsylvania Uniform Planned Community Act, 68 PA C.S.A. §5101 et seq., and under General Pennsylvania Law, assessments related to sewer rents/charges shall be a lien upon the specific residential home to which such assessments apply.

5. Any common facility located or constructed within the Toft Woods community subsequent to the execution of this Agreement and served by UPTSA is or will be subject to a separate tapping fee and shall be billed quarterly in accordance with UPTSA's regular billing schedule by UPTSA on an EDU basis.

6. Any EDU including, but not limited to, single residential homes, townhouses or condominiums constructed subsequent to the execution of this Agreement shall be subject to a tapping fee and sewer charge at the then existing rate, payable to UPTSA.

D. Miscellaneous:

1. Toft Woods has the power and authority to act for and bind itself and all individual property owners with respect to the terms of this Agreement. Copies of the relevant sections of Toft Woods' Declaration and By-Laws providing for such authority and power are attached collectively hereto as Exhibit "C-1" and incorporated herein by reference.

2. In accordance with its Governing Documents, the members of Toft Woods approved dedication of the sewer system's main pipelines in the community to UPTSA at a duly held meeting. A copy of the Minutes of the October 18, 2010 Community Meeting at which dedication was approved is attached hereto as Exhibit "C-2" and incorporated herein by reference. The meeting was held in accordance with the

Toft Woods' Governing Documents and the meeting was held after proper notice and the signatories to this Agreement certify that the minutes thereof are true and correct.

3. Toft Woods and the residential homeowners shall not receive compensation for any assets, transfers or conveyances of any kind from UPTSA except as set forth in this Agreement.

4. To the extent it may be necessary, the parties agree to work diligently to prepare all documents, deeds, easements and agreements necessary to carry out the terms of this Agreement and agree to sign all necessary documents, deeds, easements and agreements of any kind necessary to carry out the provisions of this Agreement.

5. This Agreement represents the entire agreement between the parties. All of the terms of this Agreement have been negotiated between the parties. Any modifications or amendments to this Agreement must be in writing and signed by the parties hereto.

6. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of law principles of any jurisdiction and venued in Delaware County.

7. This Agreement may be executed in counterparts, all of which when taken together shall constitute one complete Agreement. Facsimile signature and copies of this Agreement shall be deemed to be originals and shall serve to bind the parties hereto and otherwise have the force and effect as would non-facsimile signature and documents.

8. This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be signed the day and year first above mentioned.

TOFT WOODS COMMUNITY ASSOCIATION, INC.

By: Rae L. Rose
President

Attest: Kathryn E. Clement (Seal)
Kathryn E. Clement

UPPER PROVIDENCE TOWNSHIP
SEWER AUTHORITY

By: Michael Byrne

Name: Michael Byrne

Title: Vice-Chairman

Attest: Frank T. O'Dell (Seal)