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Address: Granger Road, Lehigh Township, Northampton County, PA

PART OF PARCEL ID NO.: J4-27-1-0516E

WATERLINE LICENSE AGREEMENT

(Lehigh Township)

THIS WATERLINE LICENSE AGREEMENT (the “Agreement”) is entered into this
day of _____, 2021, by and between BETHLEHEM AUTHORITY, a
political corporate body, having an office at 10 East Church Street, Bethlehem, Pennsylvania,
18018 (“Licensor”) and LEHIGH TOWNSHIP MUNICIPAL AUTHORITY, a municipal
corporation, having a municipal office at 1069 Municipal Road, Walnutport, Pennsylvania, 18088
 (“Licensee”).

BACKGROUND

WHEREAS, the Licensor is the owner of real property situated in Lehigh Township,
Northampton County, Pennsylvania located at 335 Granger Road (T-468), described in a deed
recorded in the Recorder of Deeds Division of Northampton County, Pennsylvania at Book 761,
Page 514, identified as Tax Parcel ID J4-27-1-0516E (the “Licensor Premises”); and

WHEREAS, Hilltop Center, LLC (“Hilltop”) proposes to develop nearby lands of Hilltop, which include the former Mary Immaculate Seminary, into a destination hotel and spa resort along with several residential housing components and other ancillary uses (collectively, the “Project”); and

WHEREAS, as part of the Project, Hilltop will construct for dedication to Licensee or will assist Licensee with the construction of improvements in the License Area described below (the “Line”); and

WHEREAS, to complete the Line, Licensee will need a license in, on, over, under, and through the Licensor Premises to construct, lay, operate, renew, alter, inspect, maintain, repair, add to, change the size of, replace and renew the Line (the “License”); and

WHEREAS, Licensor desires to provide Licensee with the License for the Line.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, Licensor and Licensee agree as follows:

1. Incorporation of Background. The Background set forth above (including without limitation, any defined terms therein) is hereby incorporated by reference into this Agreement and made a part hereof as if set forth in its entirety.

2. License Area. Licensor provides and licenses to Licensee as and for the License, the non-exclusive and perpetual use, liberty and privilege in, on, over, under, and through the 4,365 square foot (0.100 acre) area depicted on the drawing entitled “PLAN SHOWING WATERLINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS OVER PROPERTY OF BETHLEHEM AUTHORITY LOCATED IN LEHIGH TOWNSHIP, NORTHAMPTON COUNTY, PA,” prepared by The Pidcock Company, dated June 2, 2021, bearing #S-12174 and attached hereto as Exhibit “A”, and described in the metes and bounds legal description prepared by The Pidcock Company, dated June 2, 2021, which are attached as Exhibit “B” and incorporated

by reference herein (collectively, the “License Area”). Exhibit “A” and Exhibit “B” refer to the License Area as an easement; however, for clarity it is agreed that the rights of Licensee are a license and no easement is being granted hereby.

3. Rights of Licensee. Licensee shall have the perpetual right to construct, lay, operate, renew, alter, inspect, maintain, repair, add to, change the size of, replace and renew such parts of the Line, which shall consist of a waterline and the appurtenances pertaining thereto, which the Licensee, its successors and assigns may from time to time require, including pipes, valves, conduits, manholes, boxes, and other water services facilities used or useful in connection therewith, in, on, over, under, and through the License Area.

4. Rights of Entry. Licensee, its successors and assigns, shall have the free and uninterrupted right to enter upon the License Area with its agents, workers, employees, tools, appliances, material and equipment, at all times as they may desire or require for the purpose of constructing, laying, operating, altering, inspecting, maintaining, repairing, adding to, changing the size of, replacing and renewing the same as occasion may require.

In addition, Licensee, its successors and assigns, shall have the free and uninterrupted right to enter upon the “Temporary Construction License Area” (depicted on Exhibit “A” as Temporary Construction Easement Area #1 and Temporary Construction Easement Area #2), with its agents, workers, employees, tools, appliances, material and equipment for purposes of storage of material, equipment, appliances, tools, etc., and access to the License Area until such time as all parts of the Line have been constructed, inspected and all governmental maintenance periods have expired. In addition, the Temporary Construction License Area is described by metes and bounds on Exhibit “C”, which is attached hereto and incorporated herein by this reference; as previously noted, however, no easement rights are being granted hereby, and all references to an easement on any Exhibit shall be construed to be references to a License.

Licensee and its agents, contractors, and/or consultants entering onto the License Area and/or Temporary Construction License Area pursuant to this Agreement shall maintain comprehensive general liability insurance, worker's compensation and employer's liability insurance coverage in amounts not less than the minimum amounts required by applicable laws and regulations and naming Licensor as an "additional insured" on all liability insurance policies.

5. Standard for Work. All of the work that will impact the Licensor Premises, whether performed by Licensee, Hilltop or the respective agents, contractors, consultants and/or employees of either of them, shall be performed in a good and workmanlike manner and shall comply with applicable law.

6. Repair of Licensor Premises. Licensee agrees to restore any areas within the License Area or Temporary Construction License Area disturbed by Licensee, Hilltop or their agents, contractors, consultants and/or employees or by any governmental inspection, to substantially the same condition as existed prior to the work. Licensee shall restore any areas in or outside of the License Area and Temporary Construction License Area which are disturbed by Licensee, or its agents, contractors, consultants and/or employees or any governmental inspection to substantially the same condition as existed prior to the work. In the case of grass, said obligation shall be to reseed the disturbed area.

7. Cooperation by Licensor. Licensor shall reasonably cooperate with the work necessary for the Line, at no cost to Licensor. Licensor, for itself and its successors and assigns, as part of such cooperation covenants and agrees that it shall not do any of the following within the License Area unless approved by Licensee: (i) change the surface, slope, elevation or grade, (ii) construct any building, fence, or other permanent or temporary structure, or (iii) plant any tree or shrub. Licensee is responsible for all maintenance associated with the Line following its

installation. Licensee and not Licensor is responsible for obtaining all applicable permits to install, repair, maintain and otherwise associated with the Line.

8. Indemnification. Licensee does hereby agree to indemnify, defend and hold Licensor harmless from any and all costs, expenses, liability and damage claim suits, including, without limitation, reasonable attorneys' fees and court costs, suffered or incurred by Licensor, its affiliates or principals, officers, agents and employees caused by Licensee's exercise of the license rights set forth herein, unless arising from Licensor's negligence, gross negligence or willful misconduct. Licensor shall promptly advise Licensee in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Licensee, at Licensee's expense, shall assume on behalf of Licensor and conduct with due diligence and in good faith the defense thereof with counsel selected by Licensee and approved by Licensor, such approval not to be unreasonably withheld. Such notice to and demand upon Licensee shall not be binding upon Licensee where its due diligence and investigation fail to establish to Licensee's satisfaction that the items and losses to be indemnified were caused by Licensee's exercise of the license rights. In the event of disagreement, the parties may resort to remedies at law, including an action alleging breach and seeking enforcement of the preceding.

9. Licensor's Retained Rights. Nothing contained in this Agreement shall preclude the Licensor from exercising any rights to the License Area not inconsistent with those granted in this Agreement.

10. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles. Jurisdiction and venue for any dispute in any way relating to the matters which are expressly subject of this Agreement shall be exclusively in the Court of Common Pleas of Northampton County, Pennsylvania, and the parties agree to and shall use that forum in the event of litigation.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Licensor and Licensee, and their respective successors and assigns, and shall not be altered, modified, amended, or terminated except by the express written consent of all parties hereto. All covenants herein shall constitute covenants running with the land.

12. Assignment. This Agreement may be assigned by Licensee and upon such assignment all of Licensee's rights, interests and obligations under this Agreement shall belong only to the assignee.

13. Interpretation. This Agreement has been prepared by and through the joint efforts of the Licensor and Licensee it shall not be interpreted or applied more strictly against one of them than the other or more favorably to one of them than the other. The captions preceding the paragraphs are intended only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.

14. Entire Agreement. This Agreement, together with its exhibits, constitutes and expresses the whole agreement of the Licensor and Licensee, and supersedes any prior understandings and agreements between them, regarding the License.

15. Recording. This Agreement shall be recorded with the Recorder of Deeds Division of Northampton County, Pennsylvania. Licensee shall be responsible for the recording fee.

16. Counterparts. This Agreement may be executed in any number of counterparts (or with counterpart signature pages), each of which shall be deemed an original, fully executed document. A set of copies that collectively bears the signatures of each of the parties in the form set forth below shall be and have the same legal effect as a fully executed document.

IN WITNESS WHEREOF, each party hereto, being authorized to do so and intending to be legally bound hereby, has duly executed and entered into this Agreement on the date first set forth above.

LICENSOR

ATTEST

BETHLEHEM AUTHORITY

_____ By: _____
Name:
Title:

LICENSEE:

ATTEST

**LEHIGH TOWNSHIP MUNICIPAL
AUTHORITY**

_____ By: _____
Carl Sharpe
Chairman, Lehigh Township Municipal
Authority Board

[Notary Block and Exhibits follow. This space is blank.]

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF NORTHAMPTON :

On the ____ day of _____, 2021, before me the undersigned, (who is authorized to take this Acknowledgment), personally appeared _____, who acknowledged himself/herself to be the _____, and that he/she, as such officer, was and is duly authorized to execute and did execute the foregoing Agreement for the purposes therein contained by signing the name of Bethlehem Authority by himself/herself in the capacity as such officer.

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

My Commission Expires:

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF NORTHAMPTON :

On the ____ day of _____, 2021, before me the undersigned, (who is authorized to take this Acknowledgment), personally appeared Carl Sharpe, who acknowledged himself to be the Chairman, and that he, as such officer, was and is duly authorized to execute and did execute the foregoing Agreement for the purposes therein contained by signing the name of Lehigh Township Municipal Authority by himself in the capacity as such officer.

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

My Commission Expires:

Notary Public

I HEREBY CERTIFY that the precise address of the Licensee herein is:

1069 Municipal Road
Walnutport PA 18088

EXHIBIT "A"

Plan Showing Waterline Easement and Temporary Construction Easements (Sheets 1 Through 3)

(All areas titled "Easement" shall be deemed to be a License)

Prepared by The Pidcock Company, dated 06/02/2021

EXHIBIT "B"

Legal Description of Waterline Easement (deemed to be a License)

Prepared by The Pidcock Company, dated as revised 06/02/2021

EXHIBIT "C"

Legal Description of Temporary Construction Easement (deemed to be a License)

Prepared by The Pidcock Company, dated as revised 06/02/2021