

UPI Nos: 18-4-210.1; 18-6-46; 18-6-48; 18-6-50; 18-6-51; 21-4-72; 21-5-77

**FOOD PROCESSING RESIDUAL
STORAGE AGREEMENT**

THIS AGREEMENT is made this 13th day of June, 2022 by and between **EAST COVENTRY TOWNSHIP**, a Pennsylvania second class township with a mailing address of 855 Ellis Woods Road, Pottstown, Pennsylvania 19465 (the "Township"), and **SPRING CITY ACRES LLC**, a Pennsylvania limited liability company with a registered address of 1250 Lincoln Road, Lititz, Pennsylvania 17543 (the "Owner/Operator").

BACKGROUND

A. Owner/Operator is the record owner of seven (7) parcels of land in the adjacent townships of East Coventry Township and East Vincent Township comprised in the aggregate of approximately 125.7 +/- acres more or less as more particularly enumerated on Exhibit "A" attached hereto (hereinafter collectively referred to as the "Properties").

B. The portion of the Properties located in East Coventry Township are zoned FR Farm Residential District and are currently used for permitted agricultural purposes (the "Agricultural Use").

C. Owner/Operator represents that the portion of the Properties located in East Vincent Township are currently used for permitted agricultural purposes.

D. As a part of the Agricultural Use, the Owner/Operator desires to engage in the delivery, storage and direct application of food processing residual on the Properties in an amount and quantity proportionate to the Agriculture Use conducted on the Properties, pursuant to the Design Report and facilities plans prepared by Penn Del Engineering and Consulting, LLC, dated

June 13, 2021, and last revised March 28, 2022 (the "Design Report"), which has been attached hereto and incorporated herein as Exhibit "B".

E. The Agricultural Use of the Properties is subject to a Nutrient Balance Plan prepared by AET Consulting, dated April 17, 2022. The Nutrient Balance Plan (NBP) will be updated every year based on soil test results obtained by the Owner/Operator. Nothing in this Agreement shall limit the right of Owner/Operator to apply other nutrients to the Properties as needed in order to grow crops. The Nutrient Balance Plan is attached hereto as Exhibit "C".

F. The Agricultural Use of the Properties is further subject to an Agricultural Erosion & Sedimentation Control Plan, prepared by AET Consulting, dated April 23, 2021, bearing no revisions (the "E&S Plan"). The E&S Plan is attached hereto as Exhibit "D".

G. Owner/Operator submitted to the Township a building permit application with supporting plans for approval of the Building Permit on the Properties on or about 74.1 acres of cropland (the "Building Permit Application"). The Building Permit Application and the supporting plans and documentation are incorporated herein by reference.

H. The FPR Storage Structure ("FPR Storage Structure") proposed in the Building Permit Application was approved by the Township agricultural consultant letter prepared by Rosetree Consulting LLC, dated April 15, 2022 (the "Agricultural Review Letter"). The Agricultural Review Letter is attached hereto as Exhibit "E".

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Operation, Repair, Replacement, and Maintenance.** Owner/Operator warrants, covenants and agrees at all times that:

a. All aspects of the FPR Storage Structure shall be operated by Owner/Operator on the Properties in accordance with the Engineer's O&M Report, Nutrient Balance Plan, Agricultural E&S Plan, Building Permit Application as well as all applicable laws, ordinances and regulations, including but not limited to the Food Processing Residual Management Manual per the Pennsylvania Department of Environmental Protection ("DEP") as listed in Title 25 §287.101, and the Solid Waste Management Act, 35 P.S. §6018.101, et seq. ("SWMA") (collectively, "All Applicable Laws"), and that all permits, if any are required, necessary for such FPR Storage Structure have been or will be secured and will be maintained valid and in full force and effect at all times that the FPR Storage Structure is operated on the Properties.

b. The food processing residual stored on the Properties shall be applied only to land included in the operation's current Nutrient Balance Plan at rates and times presented in the NBP and shall not be used for any other purpose.

c. In the event that Owner knows or should reasonably know (including, but not limited to, by notice from the Township) that the FPR Storage Structure requires maintenance, repair or replacement, such maintenance, repair and/or replacement shall be performed or commenced and diligently pursued as soon as contractors can be contracted. During the time from finding the issue until repairs are completed, the Owner/Operator will follow the guidelines of the engineer from the date of such actual or expected knowledge; except, in the event of an emergency, such maintenance, repair and/or replacement shall be performed or commenced and diligently pursued no less than ten (10) days from the date of such actual or expected knowledge.

d. Owner/Operator shall not modify or expand the FPR Storage Structure without prior application to, review by and approval of the Township.

2. **Authorization of Permits.** In consideration of the guarantees provided by the Owner/Operator in Paragraph 1 hereof, the Township hereby authorizes the approval and issuance of the building permit(s) necessary to allow the Owner/Operator to construct the FPR Storage Structure.

3. **Inspection; Right of Township to Enter Properties.** Township, by and through the Township Engineer, Agricultural Consultant and/or such other authorized persons acting for and on behalf of Township, shall have the right, but not the obligation, to work collaboratively with DEP and be included when DEP completes its inspections.

4. **Indemnification.** Owner/Operator, for itself, and its personal representatives, successors and assigns, agree to fully indemnify and hold harmless Township, its officers, officials, agents, servants and/or employees, from and against damages, losses, liabilities and expenses in any manner resulting from or arising out of, directly or indirectly, the negligence of Owner/Operator.

5. **Violations.** Violations of the agreement by Owner/Operator shall be subject to enforcement proceeding before a court of competent jurisdiction.

6. **Notices.** Any notice, demand or other communication required, permitted, or desired to be given by one party to the other under or in connection with this Agreement shall be sufficient (unless otherwise specifically provided by law with respect to a particular notice, demand or other communication) if given in writing and delivered, as provided in Subsection b. below, at the following addresses or locations:

a. If to Township, at: (i) the place and address first set forth above; or (ii) such other address or location as Township may give by notice complying with the provisions of this Section; and

b. If to Owner/Operator, at: (i) the address first set forth above; (ii) such other address or location as Owner may give by notice complying with the provisions of this Section; (iii) the last known address of Owner/Operator appearing on the records of Township; (iv) such other place where Owner/Operator, or either person constituting Owner/Operator, may be found; or (v) the Properties.

7. **Amendment/Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by Operators, their heirs, administrators, affiliates, assigns, and other successors in interests, and the Township.

8. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to Township under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other or further rights, powers, privileges, and/or remedies, as may be now or hereafter available to Township at law or in equity, which other or further rights, powers, privileges, and/or remedies Township, in its sole discretion, may exercise or otherwise pursue in the alternative

9. **Waiver.** The failure of any party to enforce any provision of this Agreement shall not constitute a waiver of any party's' obligations hereunder. No waiver, benefit, privilege, or service voluntarily given or performed by any of the parties shall give the any other party any contractual right by custom, estoppel, or otherwise.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the parties related to such matters. The foregoing does not, however, preclude the Township from requiring compliance by Owner and/or the Operators with the Township Zoning Ordinance (outside of any relief granted by the Zoning Hearing Board) and any additional conditions included as a part of any granted zoning relief.

11. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.


12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

13. **Termination.** This Agreement shall only be terminated by a recorded instrument expressly terminating this Agreement.


[Signature page shall follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the on the day and year first above written.

**OWNER/OPERATOR:
SPRING CITY ACRES LLC**

By: 
Name: *Nathaniel Nolt*
Title: *Managing Member*

EAST COVENTRY TOWNSHIP

Attest: 
David G. Kraynik, Secretary

By: 
Ray Kolb, Chair
Board of Supervisors

ACKNOWLEDGEMENT

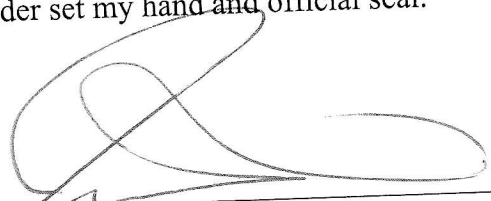
COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF Lancaster :

On this, the 14 day of June, 2022, before me, the undersigned officer, a Notary Public, personally appeared Nathaniel D. Holt, known to me to be the Managing member of Spring City Acres LLC, whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the company for the purposes therein contained.

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



Notary Public

My Commission Expires: 10/31/2025

Commonwealth of Pennsylvania - Notary Seal
Jennifer Horst, Notary Public
Lancaster County
My commission expires October 31, 2025
Commission number 1074574
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: **SS.**
COUNTY OF CHESTER :

On this 17th day of June, 2022, before me, the undersigned officer, personally appeared **Ray Kolb**, Chairman of the Board of Supervisors of East Coventry Township, a Pennsylvania Second Class Township, and that he as such authorized representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such representative.

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

Susan Kutsch

Notary Public

My Commission Expires: April 11, 2023

Commonwealth of Pennsylvania - Notary Seal
Susan Kutsch, Notary Public
Chester County
My commission expires April 11, 2023
Commission number 1349027
Member, Pennsylvania Association of Notaries