Prepared by/Return to:
Kristin S. Camp, Esquire
BUCKLEY, BRION, et al.
118 W. Market Street, Suite 300
West Chester, PA 19382

UPI Nos. 39-4-402 and 39-4D-31

DRAINAGE IMPROVEMENT OPERATIONS AND MAINTENANCE AGREEMENT

THIS DRAINAGE IMPROVEMENT OPERATIONS AND MAINTENANCE AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2026, by and between MAIN LINE HEALTH, INC., a Pennsylvania non-profit corporation with offices at 240 N. Radnor Chester Road, Radnor, PA 19087 ("MLH") and CALN TOWNSHIP, a municipal subdivision of the Commonwealth of Pennsylvania with offices at 253 Municipal Drive, Thorndale, Pennsylvania 19372 ("Township").

BACKGROUND

A. MLH is the applicant for and recipient of Preliminary/Final Subdivision and Land Development approval for the development of an approximate 145,000-square-foot, 3-story medical center (the "Medical Center") on an approximate 15.5-acre parcel (the "MLH Tract" or "Property"), to be subdivided from a larger 61.0-acre tract, which is commonly referred to as "Lloyd Farm", and identified as Chester County Tax Parcel No.: 39-2-87 (the "Parent Tract"). The Parent Tract is located at 5030 Horseshoe Pike in Caln Township, Chester County, Pennsylvania, and owned by Wild Meadows, LLC. The MLH Tract will feature the Medical Center, as depicted on a plan entitled, "Subdivision & Preliminary/Final Land Development Plans for Main Line Health, Inc. – Proposed Medical Center", prepared by Bohler Engineering, dated October 10, 2024, and last revised December 23, 2025, containing sheets 1 through 82, and approved by the Township on November 13, 2025 ("Plans").

B. A Pennsylvania Department of Transportation ("PennDOT") Highway Occupancy Permit will be needed for construction of drainage improvements in the Manor Avenue (S.R. 0322) and Rock Raymond Road (S.R. 4017) rights-of-way required in connection with the Plans ("Stormwater Facilities HOP"). MLH has applied for that Stormwater Facilities HOP.

C. MLH is required to secure a Stormwater Facilities HOP from PennDOT for the installation of certain drainage facilities, including three (3) inlets Type C, two (2) inlets Type M, one (1) manhole, 257 l.f. of 18" reinforced concrete pipe (RCP), and 40 l.f. of 15" reinforced concrete pipe (RCP), as more particularly identified on the Plans, prepared by Traffic Planning

and Design, Inc. (the "Drainage Facilities") in and to that certain roadways known as Manor Avenue and Rock Raymond Road, necessary for the development of the MLH tract.

D. Pursuant to that certain PennDOT Strike-Off-Letter No.: 470-12-01, dated January 11, 2012, (the "Strike-Off Letter"), PennDOT is requiring that the Township be a co-applicant on the application for the Stormwater Facilities HOP and that the Township accept ultimate responsibility for maintaining the Drainage Facilities in Manor Avenue and Rock Raymond Road.

E. The Township is willing to join with MLH as co-applicant of the Stormwater Facilities HOP subject to the terms, conditions and provisions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and intending to be legally bound, MLH and the Township, agree as follows:

1. Background. The background set forth above is incorporated into and made part of this Agreement.

2. Application. MLH shall cause to be prepared, at no cost or expense to the Township, an application to PennDOT for approval of the Stormwater Facilities HOP ("Application"). The Application shall be prepared in a form and substance satisfactory to the Township and shall name the Township as the co-applicant for the Stormwater Facilities HOP. Upon completion of the Application, the Township shall execute the Application and provide the Application to MLH's engineer for submission to PennDOT for review. In the event PennDOT should require any modifications to the Application or request additional information in connection with the Application, the Township shall notify MLH of the same and MLH shall cause compliance with the same in a form and content satisfactory to the Township. Upon approval and issuance of the Stormwater Facility HOP, the Township shall notify MLH of the same and provide a copy of the Stormwater Facility HOP to it.

3. Construction of Improvements. Concurrent with the construction of the improvements set forth on the Plans, MLH shall cause to be constructed, at no cost or expense to the Township, the Drainage Facilities set forth in the Stormwater Facilities HOP in a good and workmanlike manner and in conformance with the requirements of the Stormwater Facilities HOP and the Plans and otherwise in conformance with other applicable PennDOT requirements and Township requirements. If PennDOT should require an improvement guarantee for the cost of construction and installation of the Drainage Facilities, MLH shall cause such financial security to be provided to PennDOT prior to the commencement of construction. If PennDOT does not require an improvement guarantee for the cost of construction and installation of the Drainage Facilities, MLH shall post sufficient financial security for such improvements with the Township.

4. Maintenance and Usage of Drainage Facilities. Attached as Exhibit "A" of this Agreement is a drawing entitled "Elevation and Drainage Plan", dated September 9, 2025, last revised November 13, 2025, prepared by Traffic Planning and Design, Inc., which depicts the Drainage Facilities for which PennDOT has assigned ultimate maintenance responsibilities to the

Township. MLH shall assume from the Township the maintenance responsibility for the Drainage Facilities located in the area designated in Exhibit "A" and MLH shall perform any and all maintenance to said Drainage Facilities as may be required from time to time by PennDOT or the Township pursuant to applicable laws and regulations. The Township shall provide MLH written notice of any work required of MLH pursuant to the terms of this Agreement. Notwithstanding the foregoing, MLH shall not have responsibility for any relocation, modification or expansion of the Drainage Facilities that are not required for maintenance purposes. In addition, without consent of MLH, the Township shall not allow any additional land development within the upstream drainage field of the Drainage Facilities which would adversely impact the operation, integrity or maintenance of the Drainage Facilities which MLH is required to maintain.

5. Inspections. MLH or its successors and assigns ("Owner") shall cause the Drainage Facilities to be inspected not earlier than _____ and not later than _____ in 20___ and each calendar year thereafter. All such inspections shall be performed by a civil engineer licensed as such in the Commonwealth of Pennsylvania who shall prepare a written inspection report in which such civil engineer shall (i) identify the condition of the Drainage Facilities as of the time of his or her inspection thereof, (ii) identify any maintenance, repairs and/or modifications that Owner performed with regard to the Drainage Facilities during the twelve (12) months period immediately preceding such inspection, (iii) identify any maintenance, repairs and/or modifications then required in order to permit the Drainage Facilities to function in accordance with the design thereof; and (iv) other than as to such maintenance, repairs and/or modifications (if any), certify that the Drainage Facilities are functioning in accordance with the design thereof. The written inspection report shall be submitted to the Township Engineer within two (2) weeks of completion of the report. If maintenance, repairs and/or modifications for the Drainage Facilities are/is recommended in the inspection report, Owner shall complete those within thirty (30) days of the date that PennDOT shall authorize the same and, within two (2) weeks after completion of the maintenance, repairs and/or modifications, the civil engineer who prepared the annual inspection report, as aforesaid, shall submit to the Township a follow-up inspection report pursuant to which he or shall include a description of the maintenance, repairs and/or modifications performed and a certification that the Drainage Facilities are then functioning in accordance with the design thereof.

6. Township Right to Cure. In the event Owner fails to comply with the terms of this Agreement and Township shall elect to cure the Deficiencies (as hereinafter defined) Township shall send written notice to Owner specifying the areas of noncompliance ("Deficiencies") and the steps that Owner must take to comply. In the event Owner does not comply with the terms of the notice within thirty (30) of the date thereof, or diligently pursue compliance in circumstances where compliance is not possible within such thirty (30) days period due to weather conditions, refusal or delay by PennDOT to authorize the same or otherwise, the Township shall have the right, but not the obligation, to complete any maintenance, repairs and/or modifications necessary to correct the Deficiencies and, thereafter:

i. collect the reasonable cost thereof from Owner by municipal lien against the MLH Tract; and/or

ii. collect the reasonable cost thereof (together with Township's actual and reasonable engineering, legal and court costs) from Owner; and/or

iii. pursue any other remedy allowed by law or equity.

A. Prohibition of Alteration or Removal. Except as expressly set forth in this Agreement or as required pursuant to applicable law to the contrary, Owner shall not alter or remove the Drainage Facilities unless Owner receives prior written approval for such alteration or removal from each of the Township and PennDOT.

7. Insurance; Indemnity.

A. Insurance. Owner shall obtain and maintain during the entire term of this Agreement one or more public liability and property damage insurance policy(ies) covering any injury, death or property damage resulting in any way from the design, permitting and/or maintenance of the Drainage Facilities. Such insurance policies shall provide bodily injury, including death, and property damage coverage in the minimum amount of One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such insurance policy(ies) shall be occurrence based and shall name Township as an additional insured. Any policy of insurance required hereunder shall be endorsed to Township, its officers, agents, supervisors, elected officials and employees as additional insureds thereunder, shall provide that such policy may not be cancelled without first giving Township thirty (30) days' prior written notice of cancellation and shall contain a waiver of subrogation clause *vis-à-vis* the Township. Owner's insurance shall be primary and non-contributory to insurance coverage maintained by Township. Owner shall provide to Township a Certificate of Liability Insurance annually at the policy renewal which shall include the aforementioned limits, additional insured endorsement and prior cancellation notice clause. The insurance carrier providing such coverage shall be rated at minimum of "A" per A.M. Best insurance rating agency.

B. Indemnity. Except for Claims (as hereinafter defined) arising out of or in any manner or form related to the gross negligence or willful misconduct of the Township and/or any of the Township's officials, agents, contractors, employees or subcontractors, Owner, for itself and its successors or assigns, shall at all times indemnify and defend (with counsel selected by Owner) the Township and, as applicable, its elected officials from and against any and all claims, suits, legal expenses or judgments arising out of or related in any respect to the failure of the Drainage Facilities to function in accordance with the design thereof (collectively the "Claims"). Owner shall have the duty to defend the Township and, as applicable, its elected officials against any Claims made by any person who alleges that adverse conditions, damages, or loss have been caused by failure of the Drainage Facilities to function in accordance with the design, permitting and/or maintenance thereof (excepting maintenance that Township performs pursuant to Section 4 of this Agreement). In the event Owner fails to undertake the defense of any Claims and Township is required to enter upon its own defense, Owner shall reimburse the Township for all actual and reasonable defense expenses the Township incurs including engineering fees, expert witness fees, fines, penalties, reasonable legal fees, and court costs and, in addition, Owner shall pay any judgment rendered against the Township as a result of such Claim. In the event Owner shall fail to pay the proper costs, reasonable legal fees, other expenses or

damages as herein provided and the Township is required to pay same, the Township shall have the right to receive the monies it has expended, together with the actual and reasonable attorneys' fees incurred in pursuing reimbursement from Owner, either by (A) commencing a civil action against Owner in the Court of Common Pleas of Chester County, or (B) causing a lien to be placed on the MLH Tract in an amount equal to the sums required to be expended or (C) any other manner permitted at law or in equity.

8. Drainage HOP Exhibit; Recording of Agreement. MLH and the Township understand and acknowledge that upon issuance by PennDOT of the Stormwater Facilities HOP, a copy of said Stormwater Facilities HOP shall be attached to this Agreement as Exhibit "B" and shall be incorporated into and made part of this Agreement. This Agreement shall then be recorded in the Office of the Recorder of Deed for Chester County, Pennsylvania at the cost of MLH.

9. Notices. Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered either:

(a) In person; or

(b) By commercial overnight carrier that guarantees next day delivery and provides receipt for the same; or

(c) By legible facsimile or email (followed by hard copy delivered in accordance with the preceding subsections (a) or (b); and

(d) Such notice is addressed as follows:

If to Township:
Caln Township
Attn: Township Manager and
Township Engineer
253 Municipal Drive
P.O. Box 72149
Thorndale, PA 19372
Telephone: 610-384-0600
Facsimile: 610-384-0617

If to MLH:
Unruh, Turner, Burke & Frees
Attn: Ryan M. Jennings, Esquire
17 W. Gay Street
West Chester, PA 19380
Telephone: 610-692-1371

With a copy to:
Main Line Health, Inc.
Attn: Doug Williams
240 N. Radnor Chester Road
Radnor, PA 19087
Telephone: 484-580-4463

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

11. Covenants Running with the Land. The obligations of MLH as set forth in this Agreement shall solely be covenants running with the land and shall automatically transfer to and be binding upon MLH's successors in title to the MLH Tract.

12. Entire Agreement. This Agreement contains the entire agreement by and between MLH and the Township with respect to the subject matter set forth herein and supersedes any prior oral or written understanding.

13. Descriptive Headings. The descriptive headings used herein are for convenience only and they are not intended to indicate all of the matters in the paragraph which follows the descriptive heading. Accordingly, descriptive headings have no effect whatsoever in determining the rights and obligations of the parties under this Agreement.

14. Contingency. This Agreement is contingent upon issuance of the HOP referenced in the Paragraphs referenced hereinabove.

IN WITNESS WHEREOF, MLH and the Township have caused this Agreement to be signed and delivered as of the day and year first above written.

ATTEST:

By: _____

MAIN LINE HEALTH, INC.
a Pennsylvania non-profit corporation

By: _____
Doug Williams, Associate Vice President

CALN TOWNSHIP

ATTEST:

_____
Don Vymazal, Secretary

By: _____
Joshua Young, President

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CHESTER :

On this 24th day of February, 2026, before me, the undersigned officer, personally appeared DOUG WILLIAMS, Associate Vice President – Planning Design & Construction of Main Line Health, Inc., a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein on behalf of the limited liability company.

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

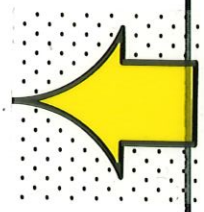
Jerylin Custer
Notary Public

Commonwealth of Pennsylvania - Notary Seal
JERYLIN CUSTER - Notary Public
Montgomery County
My Commission Expires September 18, 2028
Commission Number 1375421

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CHESTER :

On this _____ day of _____, 2026, before me a Notary Public, the undersigned officer, personally appeared JOSHUA YOUNG, who acknowledged himself to be the President of the Board of Commissioners of Caln Township, and that being authorized to do so as such officer executed the foregoing instrument for the purposes therein contained on behalf of the township.

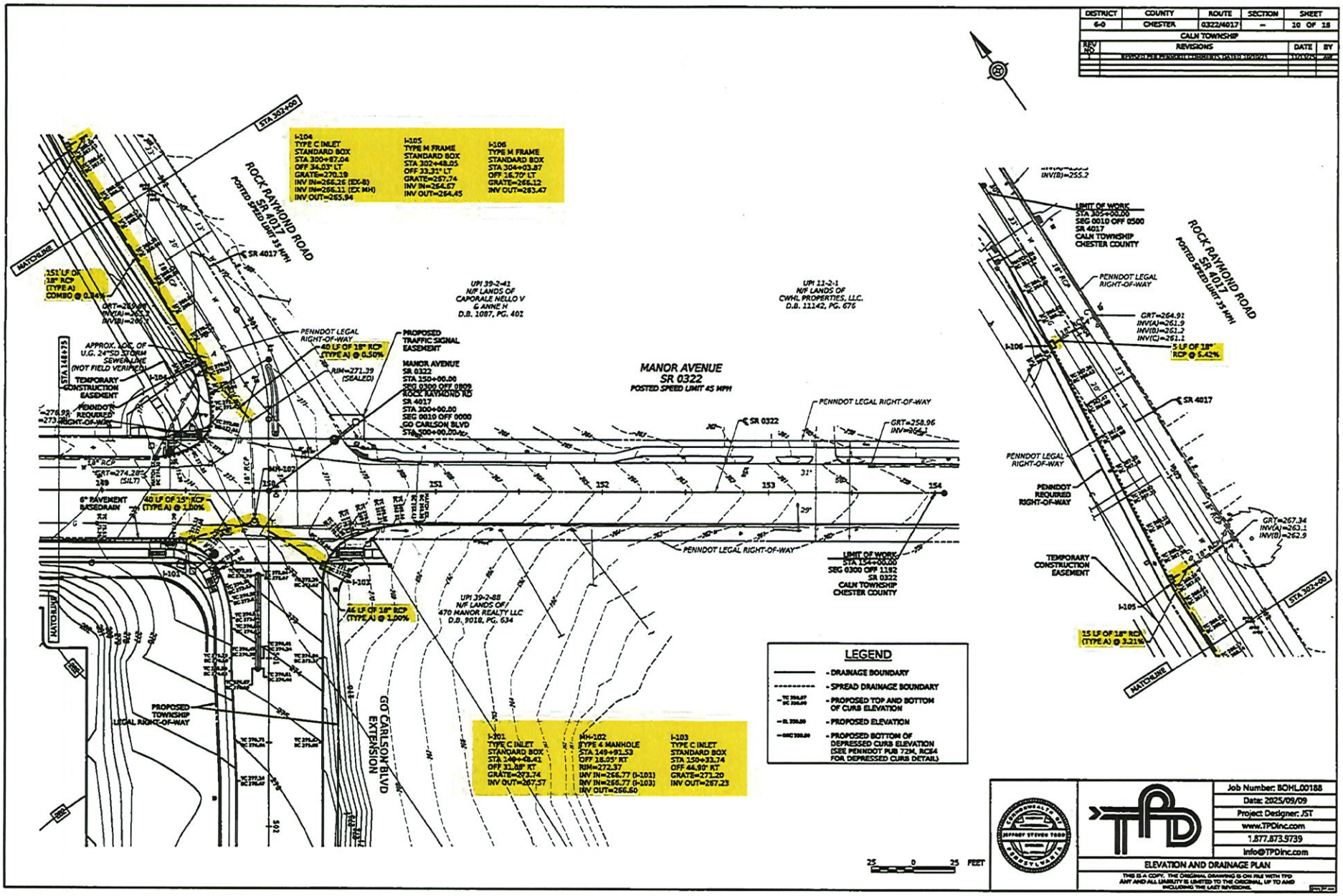
IN WITNESS WHEREOF, I hereunto set my hand and seal.



_____
Notary Public

Exhibit "A"

Elevation and Drainage Plan



PLOTTED: 11-NOV-2025 09:34
OPERATOR: jmarshall
FILE NAME: pw:jfp64-pw.bentley.com:TPDProjects\Documents\Active\BOHL\00188 - Main Line Health Caln 2\CADD (PennDOT 5 HOV)\PA ORD 2025\Plan\Elevation-02.dgn

M-950AA (5-17)

pennsylvania
DEPARTMENT OF TRANSPORTATION
www.penndot.gov

APPLICANT'S AUTHORIZATION FOR AGENT TO APPLY FOR HIGHWAY OCCUPANCY PERMIT

If granting BLANKET Authorization to submit applications on Applicant's behalf, check this box: ☐

If BLANKET Authorization, mark N/A.		
	PERMIT APPLICATION NO.	
	COUNTY	Chester County
	CITY-BORO-TWP.	Caln Township
	S.R.-SEG.-OFF.	SR 0322 - SEG 0300 - OFF 0052 to 0843 SR 4017 - SEG 0010 - OFF 0000 to 0404
APPLICANT		Name: Caln Township Address: 253 Municipal Dr Thorndale, PA 19372
AGENT		Name: Traffic Planning and Design, Inc. Address: 2500 East High Street, Suite 650 Pottstown, PA 19464

THIS AUTHORIZATION, made this ____ day of _____, 20 26, by

Caln Township

APPLICANT for a highway occupancy permit under 67 Pa. Code Chapter 441 or 459.

WHEREAS, the APPLICANT is required to obtain a highway occupancy permit from the Commonwealth of Pennsylvania, Department of Transportation, called the Department, in order to occupy the State highway; and

WHEREAS, the APPLICANT wishes to authorize the agent listed above (AGENT) to apply for the permit and any associated supplements on behalf of the APPLICANT; and

WHEREAS, the APPLICANT has agreed to grant a release to the Department to allow the AGENT to apply for the permit and any associated supplements on behalf of the APPLICANT; and

WHEREAS, as a condition of this authorization, APPLICANT agrees that AGENT will be required to provide APPLICANT with copies of all correspondence and other documents issued, mailed, emailed or otherwise directed or provided to APPLICANT or AGENT by the Department; and

WHEREAS, the APPLICANT may elect to be provided contemporaneous email updates on the review status of the permit application and any associated supplements.

NOW, THEREFORE:

1. The APPLICANT does hereby authorize AGENT to act as APPLICANT's agent with respect to the permit application and associated supplements and to do all things necessary to obtain the permit and/or associated supplements on behalf of the APPLICANT.

2. The APPLICANT does hereby remise, release, quitclaim and forever discharge the Department, its agents, employees and representatives of and from all suits, damages, claims and demands of any type whatsoever arising against it as a result of granting the permit and its supplements to APPLICANT.

3. The APPLICANT ☐ has ☐ has not (check one) elected to be provided contemporaneous updates on the status of the permit application. If the APPLICANT elects to be provided contemporaneous updates on the status of the permit application, provide contact information here (email):_____.

4. The APPLICANT understands that this AUTHORIZATION is effective until revoked in writing by the APPLICANT or AGENT, with contemporaneous written notice thereof to the Department.

IN WITNESS WHEREOF, the APPLICANT has executed or caused to be executed these presents, intending to be legally bound thereby.

by APPLICANT:

_____
(authorized representative signature)

Name: _____

Title (if other than individual applicant):_____

Date: _____

by AGENT:

_____
(authorized representative signature)

Name: Jeffrey S. Todd, PE

Title (if other than individual agent): Consultant

Date: _____

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF CHESTER :

On this, _____ day of _____, 2026, before me, the undersigned officer, personally appeared Joshua B. Young, who acknowledged himself to be President of the Caln Township Board of Commissioners, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Caln Township by himself as President of the Board of Commissioners.

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

_____

Notary Public

My Commission Expires:

220/TRH/02272007
Permittee: Main Line Hospitals, Inc
Caln Township
Chester County
S.R. 0322, Segment 0300, Offset 0809
Permit Application No. 355641
Highway Occupancy Permit No. _____

HIGHWAY OCCUPANCY PERMIT CONDITION STATEMENT
(MUNICPAL RESPONSIBILITIES)

Whereas, the undersigned (hereinafter, whether singular or plural, referred to as the Township) has agreed to the terms indicated in this document as specified by the Department of Transportation, Commonwealth of Pennsylvania (hereinafter referred to as the Commonwealth), as it relates to a permit (herein after the Permit) to occupy the Commonwealth's legal right-of-way at the location and for the purposes more fully described in Permit Application Number 355641.

The Township intending to be legally bound by its designee, agrees to take over the local road/local street portion of the Permit (Application #355641) located on S.R.0322, segment 0300 in Caln Township at the time of dedication as a local road/street and in accordance with the associated Township developers agreement (attach developers agreement to this condition statement).

Upon taking over the local road/local street portion of the Permit the Township will assume all responsibilities, terms and conditions of the Permit pertaining to the local road/local street.

It is further understood that the Permit is issued upon this condition statement. If this statement is not complied with, then the Permit will become invalid.

The terms and conditions of this agreement are in no way meant to diminish the rights of the Commonwealth, or to diminish the obligations of the Township as indicated in Pa. Code, Title 67, Chapter 441.

The terms and conditions herein shall commence upon the date of execution hereof and shall continue in full force until the subject for which the Permit has been issued has been removed, closed, or otherwise extinguished in accordance with the then existing regulations of the Commonwealth.

IN WITNESS WHEREOF, the Developer has executed this Condition Statement this_____day of_____, 20___.

WITNESS: MUNICIPALITY

_____ _____
Title: Title:

NOTARY:

_____

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF CHESTER :

On this, _____ day of _____, 2026, before me, the undersigned officer, personally appeared Joshua B. Young, who acknowledged himself to be President of the Caln Township Board of Commissioners, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Caln Township by himself as President of the Board of Commissioners.

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

_____

Notary Public

My Commission Expires: