EXHIBIT D

Last Updated: November 4, 2026

ELIZABETHTOWN CROSSINGS
PLANNED MIXED-USE DEVELOPMENT

PROPOSED STRATEGY FOR LONG-TERM MAINTENANCE OF SHARED INFRASTRUCTURE

General Summary:

Elizabethtown Crossing Associates, LLC, a Pennsylvania limited liability company (the "Developer"), is proposing to consolidate and subdivide a collective 75 (+/-) acres of land located in Mount Joy Township and Elizabethtown Borough, Lancaster County, Pennsylvania, into a total of fourteen (14) fee simple Lots for mixed-use development. The Special Exception Sketch Plan for the overall project, dated November 6, 2026 (the "Sketch Plan"), depicts this subdivision of 75 (+/-) acres into fourteen (14) fee simple Lots as fourteen (14) separate tracts of land, being Tracts 1 through 14, respectively. For purposes of this memorandum, all references made to Tracts 1 through 14 are made to Tracts 1 through 14 as depicted and shown on the Sketch Plan.

Tract 3, Tract 4, and Tract 7, as depicted on the Sketch Plan, will operate independently and not be subjected to any form of association governance or any declaration of easements, covenants, or restrictions. No development is contemplated on the land identified as Tract 7; thus, there is no infrastructure located within the boundaries of Tract 7 that needs to be maintained. All infrastructure serving Tract 3 and Tract 4 is located within the boundaries of that tract of land and will be maintained by the owner of such tract.

Operational Structure of Project:

A. **Tracts 8 through 14, inclusive, of the Sketch Plan –** Pursuant to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq. (the "PUCA"), Developer proposes to encumber Tracts 8 through 14, inclusive, with a non-residential, strictly commercial, Declaration of Condominium to create a condominium regime comprised of three (3) Units and three (3) Common Element Open Space Tracts of land (the "Commercial Condominium"). The three (3) Units and three (3) Common Element Open Space Tracts comprising the Commercial Condominium are more particularly described below and shown on the visual attached hereto as **Appendix A**:

i. **Unit 1:** Tract 8, as shown on the Sketch Plan, will be declared "Unit 1" of the Commercial Condominium, the boundaries of Unit 1 being coterminous with and identical to the subdivided Lot that is Tract 8 depicted on the Sketch Plan.

ii. **Unit 2:** Tract 9, as shown on the Sketch Plan, will be declared "Unit 2" of the Commercial Condominium, the boundaries of Unit 2 being coterminous with and identical to the subdivided Lot that is Tract 9 depicted on the Sketch Plan.

iii. **Unit 3:** Consistent with the Developer's desire and intent that Tract 13 and Tract 14 be forever conveyed together and owned by a single party, Tract 13 and Tract 14, as shown on the Sketch Plan, will collectively form a single Unit and be declared "Unit 3" of the Commercial Condominium. Except for the single coterminous boundary line shared by Tract 13 and Tract 14, the boundaries of Unit 3 will be coterminous with and identical to the outermost boundaries of the subdivided Lots that are Tract 13 and Tract 14 depicted on the Sketch Plan.

iv. **Common Element Open Space Tracts**: Tract 10, Tract 11, and Tract 12, as shown on the Sketch Plan, will be declared common element open spaces of the Commercial Condominium, the boundaries of each such common element open space being coterminous with and identical to the subdivided Lots that are Tract 10, Tract 11, and Tract 12 depicted on the Sketch Plan.

Pursuant to the PUCA, Unit 1, Unit 2, and Unit 3 of the Commercial Condominium are each designated for separate fee simple ownership, and the remainder of the Commercial Condominium real estate (i.e., the Common Element Open Space Tracts) is designated for common ownership solely by and between the owners of a Unit. Accordingly, each Unit owner shall also hold an undivided ownership interest in the Common Element Open Space Tracts. The owner of a Unit will be responsible for maintaining, at their sole cost and expense, all infrastructure and improvements located within the boundaries of their Unit. The association that will be formed to govern this Commercial Condominium will be responsible for maintaining the Common Element Open Space Tracts of land. Except for Service Road B and the Service Road Extension (as described and defined below), this association will be responsible for all long-term maintenance activities and obligations pertaining to the improvements and shared infrastructure located on these Common Element Open Space Tracts. The members of this association will be the owners of Units 1, 2, and 3; each Unit owner appointing one (1) individual to serve on the executive board for the association. The expenses associated with and incurred by the association for maintaining the Common Element Open Space Tracts (including, without

limitation, the improvements and shared infrastructure located thereon) will be equitably shared among the Unit owners based on the percentage interest appurtenant to each Unit.

Notwithstanding the generality of the foregoing, the association will not be responsible for maintaining the existing 'Service Road B' or the new proposed extension of such service road the Developer intends to construct over two (2) of the Common Element Open Space Tracts (i.e., Tract 10 and Tract 11) (the "Service Road Extension"). In connection with the Developer's construction of this Service Road Extension, these two (2) Common Element Open Space Tracts will be encumbered with and subject to an access easement over the Service Road Extension for the benefit of Lot 36 and Lot 37 depicted on the Sketch Plan. The Developer's grant of this access easement benefiting Lot 36 and Lot 37, and the maintenance obligations associated therewith, will be memorialized in a formal easement agreement by and between the Developer and the owners of Lot 36 and Lot 37, which will be recorded prior to the recording of the Declaration of Condominium. As the sole beneficiaries of this Service Road Extension, the owners of Lot 36 and Lot 37 will be obligated, at their sole cost and expense, to insure and maintain this Service Road Extension, as well as indemnify the Developer, Unit owners, and association in connection with the use thereof under the terms of the foregoing easement agreement.

B. **Tracts 1 and 2 of the Sketch Plan –** For purposes of ingress and egress to and from the Buckingham Boulevard (T-333) extension and Hershey Road (S.R. 0743), Tract 1 and Tract 2 will share use of the proposed access drive to be located on Tract 2 (the "Access Drive"), as shown on the Sketch Plan and the visual attached hereto as **Appendix B**. Other than this Access Drive, all infrastructure serving Tract 1 is located within the boundaries of Tract 1, and all infrastructure serving Tract 2 is located within the boundaries of Tract 2. Notwithstanding the shared use of this Access Drive, the owner of each tract shall be responsible for maintaining, at its sole cost and expense, all infrastructure located within the boundaries of their tract. For example, because this Access Drive is located entirely within the boundaries of Tract 2, the owner of Tract 2 will be the party exclusively responsible for maintaining this Access Drive at its sole cost and expense.

Section 135-275.H(1) of the Zoning Ordinance states that "if all infrastructure other than streets serving a designated fee simple lot is located within the boundaries of that lot, the infrastructure may be maintained by either the lot owner or, if the lot is part of an association, by the association." Rather than subjecting Tract 1 and Tract 2 to an association form of governance solely for the purposes of addressing shared long-term maintenance responsibilities of this Access Drive, the Developer proposes to encumber Tracts 1 and 2 with a standard Declaration of Easements; an instrument commonly utilized in shared commercial developments (like shopping centers) that allows multiple, separate property owners to share a private right-of-way route while operating their individual parcels independently without the necessity of an association. Alone, the grant of a right-of-way easement to Tract 1 for use of this Access Drive located upon Tract 2 does not warrant the administrative burden or cost of these two tracts operating a property owners association. Furthermore, the formation of a two (2) Unit condominium or planned community association regime is impractical given the location of this Access Drive and that only two (2) commercial parties/owners would be involved.

In this case, the Declaration of Easements proposed by Developer will grant a perpetual right-of-way easement for the benefit of Tract 1 to use this Access Drive located on Tract 2 for ingress and egress purposes. This document will also obligate the owner of Tract 2 to maintain this Access Drive, at its sole cost and expense, while providing specific terms upon which the Tract 2 owner may seek reimbursement from the owner of Tract 1 for a proportionate share of the annual costs that arise in connection with such ongoing maintenance. The Declaration of Easements will also grant an easement for the benefit of Tract 1 for use of a particular basin located on Tract 2 for stormwater drainage overflow but will nonetheless obligate the owner of Tract 2 to assume 100% responsibility (expense and actual performance) for maintaining this basin because it is located on Tract 2. There will be no cost-sharing or reimbursement terms in connection with Tract 1's use of this basin for drainage overflow because the burden on this basin from Tract 1 is trivial from a shared use and maintenance perspective.

Developer does not foresee any future owner of Tract 2 objecting to assuming full responsibility for maintaining this Access Drive because it is located entirely within the boundaries of Tract 2, nor does the Developer foresee any future owner of Tract 2 neglecting maintenance of this Access Drive because it is the only method of ingress/egress to and from the public rights-of-way. Additionally, because the stormwater volume burden projected from Tract 1 on the Tract 2 basin is de minimis and will be restricted to use of this basin in accordance with the approved final subdivision and land development plan, any miniscule fee Tract 2 would otherwise be entitled to from Tract 1 in connection with this

drainage overflow easement does not justify the administrative burden that would come with the collection of such fee. Furthermore, in the event the Township would need to enforce any maintenance obligations concerning this infrastructure, pursuant to the Declaration of Easements, the Township's grievance would be against only one (1) party, the Tract 2 owner, rather than against an association or the owners of each tract, collectively.

C. **Tract 5 and Tract 6 of the Sketch Plan –** Under the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (the "Act"), Developer proposes to encumber Tracts 5 and 6 of the Sketch Plan with a traditional Planned Community Declaration (the "PC Declaration") to create a residential planned community (the "Residential PC"). The purpose of this PC Declaration would be to ensure that the long-term maintenance obligations of the shared infrastructure serving these thirty-seven (37) residential townhouse dwellings is performed by the homeowner's association established for and governing this Residential PC. The expenses associated with maintaining this shared infrastructure will be equally shared among the owners of a Unit formed within this Residential PC. Upon completion of land development on Tracts 5 and 6, a total of thirty-seven (37) residential townhouse Units will exist in this Residential PC as more particularly shown on the visual attached hereto as **Appendix C**.

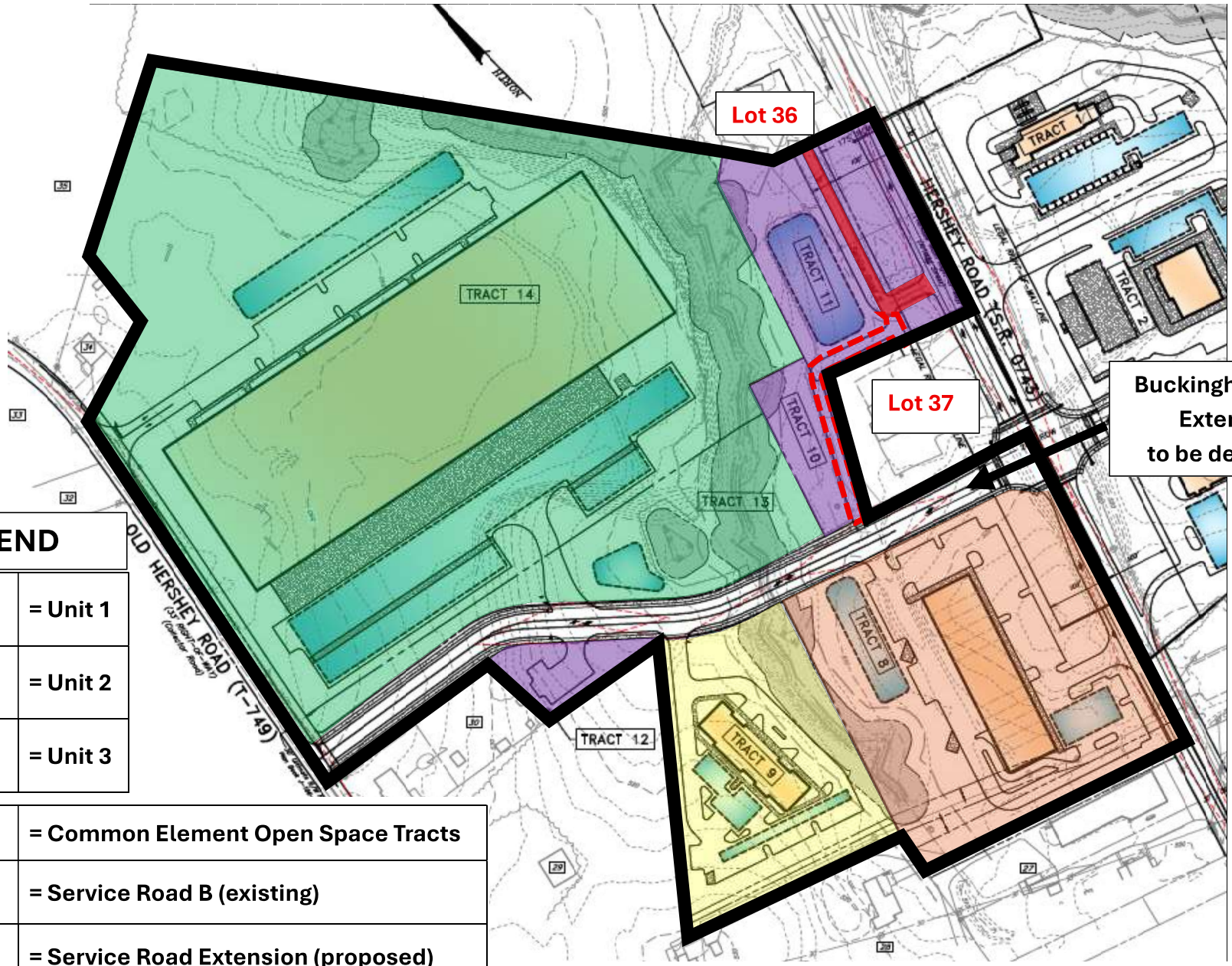
Specifically, the thirty-seven (37) residential townhomes proposed on Tracts 5 and 6 will each be declared a Unit of this Residential PC, the vertical boundaries of each such Unit being coterminous with and identical to the corresponding footprint of a constructed townhome. Each such Unit will consist of the land and all space, fixtures and improvements (including, without limitation, the individual townhome structure itself) located within the said boundaries. Thus, there will be no horizontal boundaries for these Units. Upon the completion of construction of the footprint of a building, the individual townhomes comprising such building will each be declared a Unit of this Residential PC pursuant to an amendment to the PC Declaration. In compliance with Section 5210 of the Act, every amendment serving to declare a new set of Units will also include Amended Declaration Plats and Plans, which will depict and describe the vertical boundaries of the new Units created thereby in accordance with the "as-built" footprint of the corresponding townhome constructed.

Except for the Units and the new 34’ wide street connecting Ironstone Drive (T-838) to Buckingham Boulevard (T-333), which is intended for dedication, all other land and improvements located within the boundaries of this Residential PC will be identified in this PC Declaration as Common Facilities or Limited Common Facilities, to be owned and maintained by the homeowner’s association. For the avoidance of doubt, as part of such Common Facilities, the homeowner’s association will own and be responsible for maintaining all of the stormwater infrastructure located within the boundaries of this Residential PC.

ELIZABETHTOWN CROSSINGS – A PLANNED MIXED-USE DEVELOPMENT

APPENDIX A

COMMERCIAL CONDOMINIUM



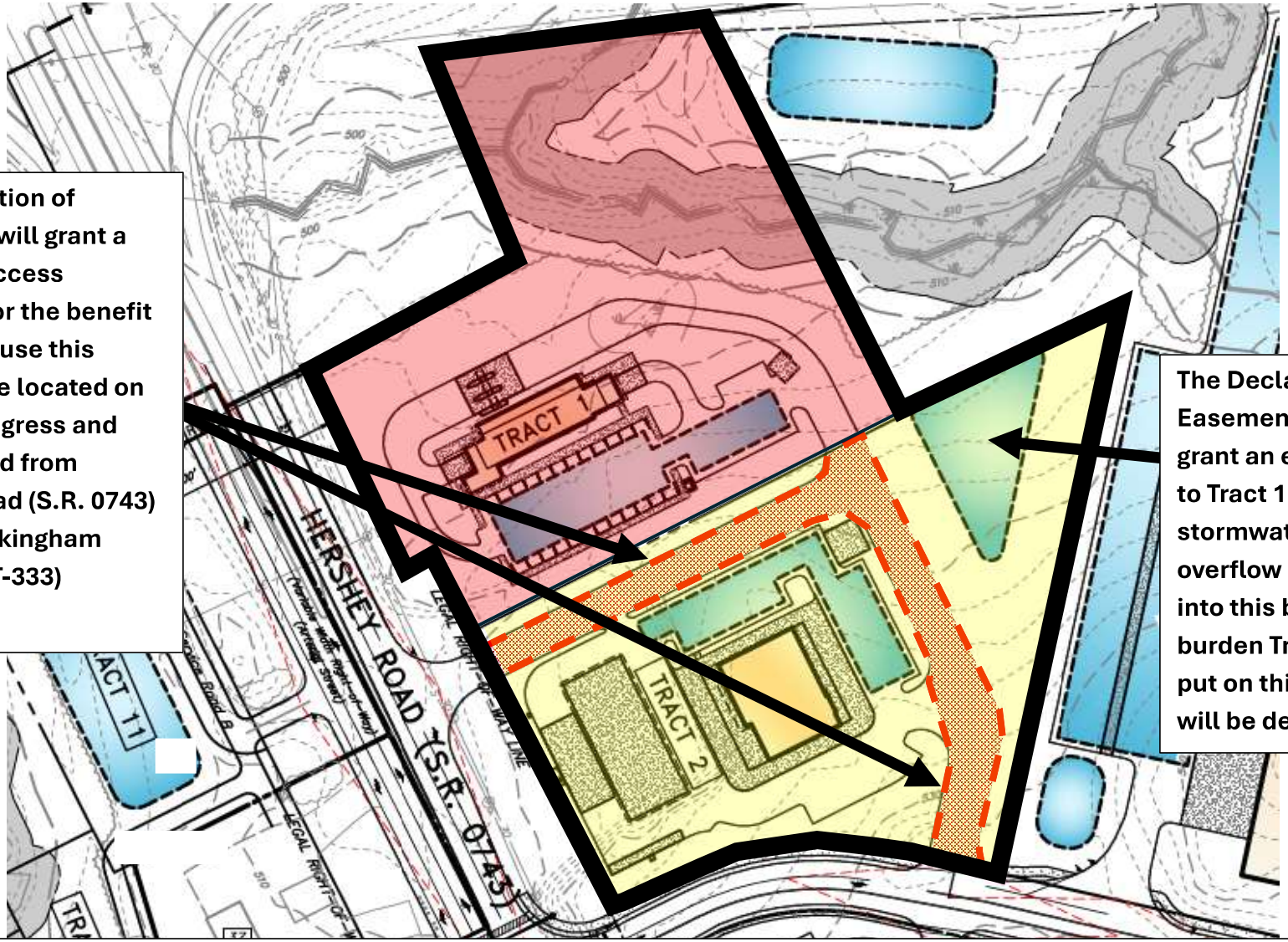
LEGEND	
	= Unit 1
	= Unit 2
	= Unit 3
	= Common Element Open Space Tracts
	= Service Road B (existing)
	= Service Road Extension (proposed)

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APPENDIX B

TRACT 1 AND TRACT 2 DECLARATION OF EASEMENTS

The Declaration of Easements will grant a perpetual access easement for the benefit of Tract 1 to use this Access Drive located on Tract 2 for ingress and egress to and from Hershey Road (S.R. 0743) and the Buckingham Boulevard (T-333) extension.



The Declaration of Easements will also grant an easement to Tract 1 for stormwater overflow drainage into this basin. The burden Tract 1 will put on this basin will be de minimis.

Consistent with the approach that each owner shall be responsible for maintaining the infrastructure located within the boundaries of their tract, the owner of Tract 2 shall be solely responsible for performing and bearing the full cost of all maintenance to this Access Drive and the basin that is subject to the drainage overflow easement.