

Upon recording return to:

Brendan P. Lucas, Esquire
Buchanan Ingersoll & Rooney PC
Union Trust Building
501 Grant Street, Suite 200
Pittsburgh, PA 15219

EASEMENT AND SHARED UTILITY AGREEMENT

THIS EASEMENT AND SHARED UTILITY AGREEMENT (this “Agreement”) is made this ____ day of _____, 2022, but made effective on _____, 2022 (the “Effective Date”), by and between and **THE TOWNSHIP OF EXETER**, a political subdivision of the Commonwealth of Pennsylvania, located in the County of Berks and having its principal office located at 4975 DeMoss Road, Reading, PA 19606 (“Grantor”) and **FORTIS HOUSING SERVICES, LLC**, a Pennsylvania limited liability company, having an address of 120 Prospect St, Reading, PA 19606 (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract or parcel of real property located in the Township of Exeter, Berks County, Commonwealth of Pennsylvania known as 3925 Perkiomen Ave, Reading, PA 19606 and identified as Berks County Parcel Id. No. 532614435099 comprising approximately 17.90 acres, such parcel having a vesting deed into Grantor recorded with the Berks County Recorder of Deeds Office (“Recorder’s Office”) at Instrument No. 2019036883, the legal description of which is attached hereto as Exhibit “A” (“Grantor’s Property”); and

WHEREAS, Grantee is the owner of that certain tract or parcel of real property located immediately adjacent to Grantor’s Property in the Township of Exeter, Berks County, Commonwealth of Pennsylvania known as 3929 Perkiomen Ave, Reading, PA 19606 and identified as Berks County Parcel Id. No. 532614431343 comprising approximately 0.93 acres, such parcel having a vesting deed into Grantee recorded with the Recorder’s Office at Instrument No. 2017037931, the legal description of which is attached hereto as Exhibit “B” (“Grantee’s Property”); and

WHEREAS, Grantor’s Property and Grantee’s Property were previously under the common ownership of Exeter Plaza Associates, LP (“Prior Owner”); and

WHEREAS, Grantee’s Property is currently served by natural gas, sanitary sewer, water, electric, stormwater collection and wired communications lines (collectively, the “Utility Lines”), which traverse over, across, under and through Grantor’s Property, but for which the Prior Owner did not declare express easements; and

WHEREAS, Grantor’s Property is also served by the Utility Lines; and

WHEREAS, Grantor desires to grant to Grantee an express permanent easement for use of the Utility Lines;

WHEREAS, the Grantor and Grantee desire to memorialize and place of record each of the party’s rights and obligations with respect to the Utility Lines; and

WHEREAS, Grantor is authorized to enter into this Agreement by virtue of Resolution No. 2022- [] of the Exeter Township Board of Supervisors, attached hereto as Exhibit “C”, which was adopted at a duly in accordance with the provisions of the Second Class Township Code at an advertised public meeting on [], 2022.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I – GRANT OF UTILITY EASEMENTS

1.1 Grant of Utility Easements. Grantor, for itself and its heirs, purchasers, successors and assigns, hereby grants to Grantee, its successors and assigns, forever, non-exclusive, perpetual and permanent easements over, across, under and through Grantor’s Property for the purpose of Utility Lines for natural gas, sanitary sewer, water, electric, stormwater collection and wired communications service to and from Grantee’s Property through the areas of Grantor’s Property depicted as “Utility Easements” on Exhibit “D”, which is attached hereto and made a part hereof (hereinafter described individually as an “Utility Easement” and collectively as the “Utility Easements”). The stormwater collection Utility Easement shall include the right of Grantee to allow stormwater to flow from Grantee’s Property over and through Grantor’s Property to the stormwater collection system located on Grantor’s Property.

1.2 Uninterrupted Service. Grantor shall not, without Grantee’s prior written consent, take any action that would cause service to or through the Utility Lines contained in the Utility easements to be interrupted or discontinued to or from Grantee’s Property.

1.3 Maintenance. Grantor shall be responsible for maintaining the Utility Lines in each of the Utility Easements located on Grantor’s Property in good condition and repair in a manner consistent with the custom and practice employed in similarly situated commercial developments in the area in which Grantor’s Property is located and in accordance with all laws, rules and regulations of all governmental authorities having jurisdiction over such property. In addition, each party shall be responsible for maintaining in good repair the portions of the stormwater collection system located on their respective properties, including any stormwater detention basins located thereon.

1.4 Relocation. Upon Grantee’s written consent, which consent shall not be unreasonably withheld, Grantor shall have the right to relocate a Utility Line located within a

Utility Easement upon ninety (90) days' prior written notice to the Grantee, provided that such relocation:

- (a) shall be conducted so as to not unreasonably interfere with or diminish the utility service to Grantee's Property;
- (b) shall be coordinated with Grantee to limit interruption to eliminate any detrimental effect;
- (c) shall not reduce or unreasonably impair the usefulness or function of such Utility Line;
- (d) shall be performed without cost or expense to Grantee, except where a Utility Easement is relocated at Grantee's request;
- (e) shall be completed using materials and design standards which equal or exceed those originally used; and
- (f) shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover.

Documentation of the relocated Utility Easement, including as-built drawings, shall be provided to Grantee as soon possible following completion of such relocation. Within thirty (30) days of completion of the installation of the relocated Utility Line, Grantor and Grantee shall record an amendment to this Agreement in the Recorder's Office to revise the Agreement in order to memorialize the new location of the relocated Utility Line and the relocated Utility Easement for such Utility Line

ARTICLE II – SHARED UTILITY LINES

2.1 Shared Utilities. The parties recognize that the Utility Lines located in the Utility Easements depicted on Exhibit "D" located on Grantor's Property provide service to both Grantor's Property and Grantee's Property.

2.2 Utility Service Costs. Except as otherwise expressly stated herein, each party agrees that it shall only be responsible for the costs of each utility service actually provided for the benefit of each party's respective property and any building or development located thereon. To the extent possible, each party shall have meters or other measurement devices installed to accurately measure the amount of each utility service provided to its respective property.

2.3 Maintenance of Utility Lines. Except as otherwise expressly stated herein, each party shall maintain, repair and replace, at its sole cost and expense, all Utility Lines located on its respective property so as to keep such lines at all times in a safe, sightly and good condition in a manner consistent with the custom and practice employed in similarly situated commercial developments in the area in which the properties are located and in accordance with all laws, rules and regulations of all governmental authorities having jurisdiction over the properties.

2.4 Water Utility Line Pressurization Costs. Because of the size of the water Utility Line, the parties recognize that there are certain water pressurization costs (“Pressurization Cost”) associated with the water utility service charged monthly by the water utility company that are required in order to maintain water service through the water Utility Line to Grantee’s Property and Grantor’s Property. The parties also acknowledge that Grantor’s Property is currently vacant and does not currently require water usage. Accordingly, after the Effective Date of this Agreement, the parties agree that Grantee shall be responsible for the entire monthly Pressurization Cost until such time as Grantor’s Property requires water usage from the water Utility Line. Notwithstanding the foregoing, prior to the time at which water usage is required on Grantor’s Property, Grantee may discontinue the pressurization service (in its sole discretion) if it determines that water service is not then required at Grantee’s Property, provided that such discontinuation does not affect Grantor’s ability to resume water usage from the water Utility Line to Grantor’s Property and further provided that any costs or fees associated with discontinuing the pressurization service shall be Grantee’s sole responsibility.

As of the date that any building or development on Grantor’s Property begins using water from the water Utility Line, Grantor shall be responsible for 93% of the Pressurization Cost, such proportionate cost being based upon the respective acreage of Grantor’s Property and Grantee’s Property. At such time that water usage from the water Utility Line is requested to resume on Grantor’s Property, Grantor shall provide written notice to Grantee within ten (10) days of such request. After water usage from the water Utility Line resumes on Grantor’s Property, the responsibility for making payment of the monthly Pressurization Cost to the water company shall become that of the Grantor, which owner shall timely invoice Grantee for its 7% proportionate share of the Pressurization Cost. Grantee shall reimburse Grantor within thirty (30) days of receipt of such invoice.

If, at any point after water usage from the water Utility Line is resumed at Grantor’s Property, Grantor desires to cease water usage from the water Utility line to Grantor’s Property, Grantor shall continue to pay 93% of the Pressurization Cost and Grantee shall continue to pay 7% of the Pressurization Cost.

Notwithstanding anything to the contrary in this Agreement, Grantor and Grantee agree to work cooperatively with the water utility company and each other regarding invoicing and billing matters related to water service and Pressurization Costs.

ARTICLE III – EFFECT OF INSTRUMENT

3.1 Mortgage Subordination. Each party shall have the right to encumber its interest in its respective property by mortgage or deed of trust; provided that any mortgage or deed of trust affecting any portion of the properties shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage or deed of trust or acquiring title by deed in lieu of foreclosure or trustee’s sale shall acquire title subject to all of the terms and provisions of this Agreement. Each party hereto represents and warrants to the other parties that there is no presently existing mortgage or deed of trust lien on its property, other than mortgage or deed of trust liens that are expressly subordinate to the lien of this Agreement.

3.2 Binding Effect. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege option and restriction made, granted or assumed hereunder, as the case may be, by any party to this Agreement is made by such party not only for the personal benefit of such party, but also to constitute an equitable servitude on such owner's property, appurtenant to and for the benefit of the other property. Any transferee of fee title to all or any portion of any Lot shall automatically be deemed, by acceptance of such title, to have assumed all of the obligations of this Agreement relating to the property or portion thereof so acquired from and after the date of acquiring such title, and to have agreed with the then owner or owners of all other properties to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement. The transferor shall, upon the completion of such transfer, be relieved of all further liability under this Agreement with respect to the property so transferred, except liability with respect to matters remaining unsatisfied that may have arisen during the period of ownership of the land conveyed. As used in this Agreement, the terms "Grantor" and "Grantee" shall be deemed to include subsequent owners of Grantor's Property and Grantee's Property, respectively.

3.3 No Third-Party Beneficiaries; Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties to the general public or for any public use or purpose whatsoever. Nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any public or private benefits, rights or remedies under or by reason of this Agreement.

ARTICLE IV – NOTICES

4.1 Notices. Any notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if (i) personally delivered, (ii) delivered by overnight courier (such as Federal Express or United Parcel Service) prepaid by sender, or, (iii) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Notices rejected or refused for acceptance of delivery or undeliverable because of a change of address of which no notice was given shall be deemed to be received as of the date of the rejection, refusal or inability to deliver. Addresses for notices hereunder are as follows:

Grantor: Township Manager
 4975 DeMoss Road
 Reading, PA 19606

With copies to:

Exeter Township Solicitor
c/o 4975 DeMoss Road
Reading, PA 19606

Grantee: _____

With copies to:

ARTICLE V – ESTOPPEL CERTIFICATE

5.1 Estoppel Certificate. Each party agrees that within ten (10) business days following a written request of any other party, it will issue to a prospective mortgagee or successor of such other party or to such other party, an estoppel certificate stating to the best of the issuer’s knowledge that as of such date:

- (a) whether the owner to whom the request has been directed knows of any default by the requesting party under this Agreement, and if there are known defaults, specifying the nature thereof;
- (b) whether this Agreement has been assigned, modified or amended in any way by the requested party (and if it has, then stating the nature thereof); and
- (c) whether this Agreement is in full force and effect.

ARTICLE VI – DEFAULT AND REMEDIES

6.1 Default and Remedies.

(a) If either party (the “Defaulting Party”) should default with respect to any of its obligations hereunder and should fail, within thirty (30) days after receipt of written notice of such default from the non-defaulting party (the “Complaining Party”) to the Defaulting Party, who shall also have the right, but not the obligation to cure such default (or if the nature of the default is such that it cannot reasonably be cured within such thirty (30) days, then such additional time as may be necessary and reasonable under the circumstances provided, and for so long as, the Defaulting Party has commenced and diligently continues to pursue such cure) then the Complaining Party shall have the right, in addition to other rights and remedies which may be available at law or in equity, to cure such default for the account of the Defaulting Party, and thereupon the Complaining Party shall be entitled to reimbursement by the Defaulting Party for the reasonable costs and expenses so incurred. Notwithstanding the foregoing, if the nature of the default is such that it has caused an emergency situation, meaning that there is imminent danger to life or property, the Complaining Party may cure such default for the account of the Defaulting Party immediately. Any notice hereunder shall specify with particularity the nature of the default

claimed and shall set forth in detail the action which the Complaining Party proposes to take in order to cure the claimed default. To effectuate such cure, the Complaining Party shall have the right to enter upon the property of the Defaulting Party (but not any building on such property) to perform the necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party.

(b) Notwithstanding anything to the contrary contained herein, in no event shall the Complaining Party have any right to terminate this Agreement (whether at law, in equity or otherwise) as a result of any default or failure to perform by the Defaulting Party, it being agreed that this Agreement may not be terminated except pursuant to a written instrument executed by the then fee simple owners of the properties, but not otherwise.

(c) Each party shall have the right to prosecute any proceedings at law or in equity against any other party hereto, or any other person, violating or attempting to violate or defaulting in the performance of any of the provisions contained in this Agreement, in order to prevent such party or person from violating or attempting to violate or defaulting in the performance of any of the provisions of this Agreement and to recover actual damages for any such violation or default. The remedies available under this Section shall include, by way of illustration but not limitation, temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default (or commanding compliance with the provisions hereof), and actions for specific performance of this Agreement, each upon the proof of such breach or threatened or attempted breach, and without the necessity of proving the inadequacy of legal remedies and without compliance with any requirements to post a bond or other security. All remedies permitted or available hereunder shall be cumulative.

ARTICLE VII – MUTUAL INDEMNIFICATION

7.1 Mutual Indemnification. Each party (“Indemnifying Party”) shall indemnify, defend, and hold the other party harmless of and from any and all losses, claims, costs, damages, inquiries, expenses (including attorneys’ fees) and any other liabilities arising by reason of injury (including death) to any persons, damage to any property, any claims of liens for work performed, materials or supplies furnished (collectively, “Indemnified Liabilities”), to the extent any such Indemnified Liabilities arise out of or in connection with the Utility Lines or stormwater collection system located on such Indemnifying Party’s property.

ARTICLE VIII – MISCELLANEOUS

8.1 Miscellaneous.

(a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(c) The statements and recitals set forth in the Recitals of this Agreement are a material part of this Agreement and are incorporated herein. The Article headings are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, successors-in-title, and assigns.

(e) The easements, granted or created herein and the rights, restrictions and obligations created hereunder shall run with the land and be unaffected by any change in the ownership of either property or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein.

(f) This Agreement may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

(g) This Agreement may only be amended by written agreement between the then current owners of Grantor's Property and Grantee's Property, which amendment shall be recorded in the Recorder's Office.

[Remainder of Page Intentionally Blank; Two Signature Page Follow]

IN WITNESS WHEREOF, with intent to be legally bound hereby, the parties have set their hands and seals hereto, as of the day and year first above written.

ATTEST:

GRANTOR:

TOWNSHIP OF EXETER

By: _____
Name:

By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA:

: SS:

COUNTY OF ALLEGHENY

:

On this ____ day of _____, 2022, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of **THE TOWNSHIP OF EXETER**, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such sole member by herself as such officer.

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

Notary Public

MY COMMISSION EXPIRES:

ATTEST:

GRANTEE:

FORTIS HOUSING SERVICES, LLC, a
Pennsylvania limited liability company

By: _____
Name:

By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA:

: SS:

COUNTY OF ALLEGHENY

:

On this ____ day of _____, 2022, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of **FORTIS HOUSING SERVICES, LLC**, a Pennsylvania limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such sole member by herself as such officer.

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

Notary Public

MY COMMISSION EXPIRES:

EXHIBIT "A"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

ALL THAT CERTAIN lot or piece of land located on the East side of State Route 2021 known as "Perkiomen Avenue" and the North side of Neversink Road and being Tract No. 1 in the Development of "Exeter Plaza", and as shown on As-Built Plan No. TRG-P-3021-3 dated August 28, 1989, prepared by Thomas R. Gibbons, Professional Land Surveyor of Shillington, Pennsylvania, and situate in the Township of Exeter, County of Berks, Commonwealth of Pennsylvania, and being more fully bounded and described as follows to wit:

BEGINNING at a steel pin on the North right-of-way line of Neversink Road (Sixty (60') feet wide), a corner of property belonging to Exeter Plaza Associates, said point being the Southernmost corner of the herein described Tract No. 1;

THENCE EXTENDING in a Northwesterly direction along property belonging to Exeter Plaza Associates, the following two (2) courses and distances as follows to wit:

1) On a line bearing North twenty (20°) degrees Twenty-three (23') minutes Forty-eight (48") seconds West a distance of Two hundred Fifty-four feet and Seventy hundredths of one foot (254.70') to a steel pin;

2) On a line bearing North Thirty (30°) degrees Twenty-one (21') minutes Forty-five (45") seconds West a distance of Ninety-eight (98.00') feet to a steel pin, a corner of property belonging to Berks County Industrial Development Authority;

THENCE EXTENDING along property belonging to Berks County Industrial Development Authority, the following two (2) courses and distances as follows to wit:

1) In a Northwesterly direction on a line bearing North Twenty-seven (27°) degrees Forty-seven (47') minutes Twenty-nine (29") seconds West a distance of Three hundred Forty-eight feet and Thirty-seven hundredths of one foot (348.37') to a concrete monument;

2) In a Southwesterly direction on a line bearing South Fifty (50°) degrees Fifty-three (53') minutes Fifty (50") seconds West a distance of Two hundred Twelve feet and Seventy-six hundredths of one foot (212.76') to a point on the East right-of-way line of State Route 2021 known as "Perkiomen Avenue" (Eighty (80') feet wide);

THENCE EXTENDING in a Northwesterly direction along the East right-of-way line of "Perkiomen Avenue", the following two (2) courses and distances as follows to wit:

1) On a line bearing North Twenty-seven (27°) degrees Forty-seven (47') minutes Fifty (50") seconds West a distance of One hundred Fifteen feet and Fourteen hundredths of one foot (115.14') to a drill hole in sign base;

2) On a line bearing North Twenty-seven (27°) degrees Forty-nine (49') minutes Twenty (20") seconds West a distance of One hundred Four feet and Eighty-six hundredths of one foot (104.86') to a P.K. spike, a corner of property belonging to Berkshire Construction Co., Inc.;

THENCE EXTENDING along property belonging to Berkshire Construction Co., Inc., the following three (3) courses and distances as follows to wit:

1) in a Northerly direction on a line bearing North Fifty (50°) degrees Fifty-three (53') minutes Fifty-seven (57") seconds East a distance of Four hundred Twenty-three feet and Twenty-three hundredths of one foot (423.23') to a steel pin;

2) In a Northwesterly direction on a line bearing North Twenty-seven (27°) degrees Forty-seven (47') minutes Thirty-four (34") seconds West a distance of Two hundred (200.00') feet to a steel pin;

3) In a Southwesterly direction on a line bearing South Fifty (50°) degrees Fifty-four (54') minutes Six (06") seconds West a distance of Two hundred Twelve feet and Thirty hundredths of one foot (217.30') to a steel pin, a corner of property belonging to Philip Cambria, Philip M. Cambria, Rocco T. Cambria, and Guy Cambria;

THENCE EXTENDING in a Northwesterly direction along property belonging to Philip Cambria, Philip M. Cambria, Rocco T. Cambria, and Guy Cambria, and along property belonging to Anna Lucille Weber on a line bearing North Twenty-seven (27°) degrees Forty-seven (47') minutes Thirty-four (34") seconds West a distance of Two hundred Ten feet and Seventy-nine hundredths of one foot (210.79') to a steel pin in line of property belonging to Annie E. Bailey;

THENCE EXTENDING in a Northerly direction partially along property belonging to Annie E. Bailey and along property belonging to William R. Oberole on a line bearing North Fifty (50°) degrees Fifty-four (54') minutes Sixteen (16") seconds East a distance of Three hundred Sixty-eight feet and Twenty hundredths of one foot (368.20') to a steel pin, a corner of the Development of "Reiffen Addition, Section No. 2" recorded in Plan Book Volume 14, Page 21, Berks County Records;

THENCE EXTENDING in a Southeasterly direction along the Development of "Reiffen Addition, Section No. 2" and along the Development of "Reiffen Addition, Section No. 4" recorded in Plan Book Volume 14, Page 22, Berks County Records, on a line bearing South Forty-three (43°) degrees Five (05') minutes Seventeen (17") seconds East a distance of One thousand Three hundred Seventy-five feet and Twenty-one hundredths of one foot (1,375.21') to a steel pin in line of property belonging to Philip Vagnoni and Sons;

THENCE EXTENDING in a Southwesterly direction along property belonging to Philip Vagnoni and Sons on a line bearing South Fifty (50°) degrees Fifty-four (54') minutes Ten (10") seconds West a distance of Two hundred Ninety-nine feet and Forty-five hundredths of one foot (299.45') to a point on the North right-of-way line of Neversink Road;

THENCE EXTENDING in a Southwesterly direction along the North right-of-way line of Neversink Road, the following three (3) courses and distances as follows to wit:

1) Along a curve deflecting to the left having a radius of One hundred Eighty (180') feet, having a central angle of Forty-eight (48°) degrees Thirty-six (36') minutes Fifty-five (55") seconds, having a tangent of Eighty-one feet and Thirty hundredths of one foot (81.30'), having a chord of One hundred Forty-eight feet and Nineteen hundredths of one foot (148.19') and a chord bearing of South Seventy-five (75°) degrees Twelve (12') minutes Thirty-seven seconds and Five tenths of one second (37.5") West a distance along the arc of One hundred Fifty-two feet and Seventy-three hundredths of one foot (152.73') to the point of tangent;

2) On a line tangent to the last described curve and bearing South Fifty (50°) degrees Fifty-four (54') minutes Ten (10") seconds West a distance of Two hundred Sixty-two feet and Fifty hundredths of one foot (262.50') to a point of curve;

3) Along said curve deflecting to the right having a radius of One hundred Twenty (120.00') feet, having a central angle of Twenty-six (26°) degrees Twenty-eight (28") minutes Thirty-six (36") seconds, having a tangent of Twenty-eight feet and Twenty-three hundredths of one foot (28.23'), having a chord of Fifty-four feet and Ninety-six hundredths of one foot (54.96') and a chord bearing of South Sixty-four (64°) degrees Eight (08") minutes Twenty-eight (28") seconds West a distance along the arc of Fifty-five feet and Forty-five hundredths of one foot (55.45') to the Place of Beginning;

CONTAINING IN AREA Sixteen Acres and Nine Hundred Ninety-eight thousandths of one Acre (16.998 Acres) of land;

BEING PART OF THE SAME PREMISES which James M. Buaci by his deed dated December 30, 1987 and recorded in the Recorder of Deeds Office, in and for the County of Berks, at Reading, Pennsylvania, in Deed Book Vol. 1981, Page 2062, did grant and convey unto Exeter Plaza Associates.

ALSO, BEING PART OF THE SAME PREMISES which James M. Buaci, Executor of the Estate of James Buaci, deceased, and Elena D. Bucol, by their deed dated December 30, 1987 and recorded in the Recorder of Deeds Office, in and for the County of Berks, at Reading, Pennsylvania, in Deed Book Vol. 1981, Page 2066, did grant and convey unto Exeter Plaza Associates.

ALSO, BEING PART OF THE SAME PREMISES which Berks County Industrial Development Authority by its deed dated December 16, 1987 and recorded in the Recorder of Deeds Office, in and for the County of Berks, at Reading, Pennsylvania, in Deed Book Vol. 1981, Page 2070, did grant and convey unto Exeter Plaza Associates,

ALSO, BEING PART OF THE SAME PREMISES which David J. Wentling and Kathleen H. Wentling, his wife, by their deed dated December 23, 1987 and recorded in the Recorder of Deeds Office, in and for the County of Berks, at Reading, Pennsylvania, in Deed Book Vol. 2153, Page 1303, did grant and convey unto Exeter Plaza Associates.

ALSO,

ALL THAT CERTAIN lot or piece of land located on the South side of Neversink Road, East of State Route 2021 known as "Perkiomen Avenue" and being Tract No. 2 in the Development of "Exeter Plaza", and as shown on As-Built Plan No. TRQ-P-3021-3 dated August 28, 1989, prepared by Thomas R. Olbbon, Professional Land Surveyor of Shillington, Pennsylvania, and situate in the Township of Exeter, County of Berks, Commonwealth of Pennsylvania, and being more fully bounded and described as follows to wit:

BEGINNING at a point on the South right-of-way line of Neversink Road (Sixty (60') feet wide), in line of property belonging to Peter F. Giorgi, said point being the Easternmost corner of the herein described Tract No. 2;

THENCE EXTENDING in a Southwesterly direction along property belonging to Peter F. Giorgi on a line bearing South Fifty (50°) degrees Fifty-four (54') minutes Ten (10") seconds West a distance of Three hundred Fifty-six feet

and Thirty-seven hundredths of one foot (356.37') to a steel pin, a corner of property belonging to Exeter Plaza Associates;

THENCE EXTENDING in a Northwesterly direction along property belonging to Exeter Plaza Associates on a line bearing North Twenty (20°) degrees Twenty-three (23') minutes Forty-eight (48") seconds West a distance of Seventeen feet and Thirty-two hundredths of one foot (17.32') to a point on the South right-of-way line of Neversink Road;

THENCE EXTENDING in a Northeasterly direction along the South right-of-way line of Neversink Road, the following three (3) courses and distances as follows to wit:

1) Along a curve deflecting to the left having a radius of One hundred Eighty (180.00') feet, having a central angle of Twenty-three (23°) degrees Fifty-two (52') minutes Thirty-three (33") seconds, having a tangent of Thirty-eight feet and Six hundredths of one foot (38.06'), having a chord of Seventy-four feet and Forty-seven hundredths of one foot (74.47') and a chord bearing of North Sixty-two (62°) degrees Fifty (50') minutes Twenty-five seconds and Five tenths of one second (25.5") East a distance along the arc of Seventy-five feet and One hundredth of one foot (75.01') to the point of tangent;

2) On a line tangent to the last described curve and bearing North Fifty (50°) degrees Fifty-four (54') minutes Ten (10") seconds East a distance of Two hundred Sixty-two feet and Fifty hundredths of one foot (262.50') to a point of curve;

3) Along a curve deflecting to the right having a radius of One hundred Twenty (120.00') feet, having a central angle of Seven (7°) degrees Twenty-four (24') minutes Seven (07") seconds, having a tangent of Seven feet and Seventy-six hundredths of one foot (7.76'), having a chord of Fifteen feet and Forty-nine hundredths of one foot (15.49') and a chord bearing of North Fifty-four (54°) degrees Thirty-six (36') minutes Thirteen seconds and Five tenths of one second (13.5") East a distance along the arc of Fifteen feet and Fifty hundredths of one foot (15.50') to the Place of Beginning;

CONTAINING IN AREA Zero Acres and Seventeen thousandths of one Acre (0.017 Acres) of land;

BEING PART OF THE SAME PREMISES which James M. Bucel by his deed dated December 30, 1987 and recorded in the Recorder of Deeds Office, in and for the County of Berks, at Reading, Pennsylvania, in Deed Book Vol. 1981, Page 2062, did grant and convey unto Exeter Plaza Associates.

ALSO, BEING PART OF THE SAME PREMISES which James M. Bucel, Executor of the Estate of James Bucel, deceased, and Elena D. Bucel, by their deed dated December 30, 1987 and recorded in the Recorder of Deeds Office, in and for the County of Berks, at Reading, Pennsylvania, in Deed Book Vol. 1981, Page 2066, did grant and convey unto Exeter Plaza Associates.

COUNTY TAX IDENTIFIER NUMBER: 5326-14-43-5099

EXHIBIT “B”
LEGAL DESCRIPTION OF GRANTEE’S PROPERTY

ALL THAT CERTAIN tract or piece of land located North of State Route No. 2021 known as Perkiomen Avenue, being Lot No. 2 as shown on the Boundary Survey Plan dated May 17, 1995 and being Plan No. TRG-D-6252 prepared by Thomas R. Gibbons & Associates, Inc. of Reading, Pennsylvania, situate in the Township of Exeter, County of Berks, Commonwealth of Pennsylvania, being more fully bounded and described as follows to wit:

BEGINNING at a concrete monument in line of property belonging to Exeter Plaza Associates, said point being located North fifty degrees fifty-three minutes fifty-seven seconds East (N. 50° 53' 57" E.) a distance of two hundred ten feet and ninety-two hundredths of one foot (210.92') from a point of intersection on the division line between property belonging to Berkshire Construction Company and property belonging to Exeter Plaza Associates and the North right-of-way line of State Route No. 2021 known as Perkiomen Avenue (80 feet wide), said concrete monument being the Southerly most corner of the herein described Lot No. 2; thence extending in a Northwesterly direction along Lot No. 1 on the abovementioned Plan on a line bearing North twenty-seven degrees forty-seven minutes thirty-four seconds West (N. 27° 47' 34" W.) a distance of two hundred feet and one hundredth of one foot (200.01') to a concrete monument, a corner of property belonging to Exeter Plaza Associates; thence extending along the aforementioned Exeter Plaza Associates the three (3) courses and distances to wit: (1) in a Northeasterly direction on a line bearing North fifty degrees fifty-four minutes six seconds East (N. 50° 54' 06" E.) a distance of two hundred twelve feet and thirty hundredths of one foot (212.30') to a steel pin, (2) in a Southeasterly direction on a line bearing South twenty-seven degrees forty-seven minutes thirty-four seconds East (S. 27° 47' 34" E.) a distance of two hundred feet (200.00') to a steel pin, and (3) in a Southwesterly direction on a line bearing South fifty degrees fifty-three minutes fifty-seven seconds West (S. 50° 53' 57" W.) a distance of two hundred twelve feet and thirty hundredths of one foot (212.30') to the place of BEGINNING.

CONTAINING IN AREA forty-one thousand six hundred thirty-seven square feet (41,637) of land.

BEING THE SAME PREMISES WHICH ERIC J. WEAKNECHT, SHERIFF OF THE COUNTY OF BERKS, by Deed dated 11/1/2016 and recorded 11/28/2016 in the Office for the Recorder of Deeds in and for the COUNTY of BERKS, and COMMONWEALTH of PENNSYLVANIA in Instrument No. 2016042430, granted and conveyed unto LJE, LLC AND RIVERPATH INC.

**EXHIBIT “C”
COPY OF AUTHORIZATION RESOLUTION**

[Insert Copy of Authorization Resolution]

**EXHIBIT “D”
EASEMENT AND UTILITY LINE PLAN**

[Insert Plan Illustrating Location of All Utility Easements]