

# ***Redevelopment Authority of the County of Berks***

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400 East Wyomissing Avenue  
Ground Floor, Suite 2  
Mohnton, PA 19540

Phone (610) 478-6325  
Fax (610) 478-6326  
website: [www.co.berks.pa.us](http://www.co.berks.pa.us)

## **BOARD MEMBERS**

Glenn Yeager, Chairman  
Eileen Kastura, Vice Chairman  
Diodato Bassano, Treasurer  
Thomas R. Ruth, Secretary  
Jorge Diaz, Assistant Secretary/Treasurer

Kenneth Pick, Executive Director  
Daniel Becker, Esq., Solicitor

## **Request for Proposals: The Exeter Promenade**

The Redevelopment Authority of the County of Berks (Redevelopment Authority) seeks a qualified redeveloper to acquire and redevelop “The Exeter Promenade” at 3925 Perkiomen Avenue in the Township of Exeter, Berks County, Pennsylvania, identified as Property ID 43532614435099 (collectively, “Property”) which is more fully described in Exhibit ‘A’ attached hereto.

For the Redevelopment Authority to consider a proposal to acquire and redevelop the Property, the redeveloper must meet the requirements set out by the redevelopment authority. The Authority will collect and review all proposals submitted by or before May 17, 2024 at 4PM and reply to all parties on or about June 26<sup>th</sup>, 2024.

Included with this Request for proposal is the following:

1. Redeveloper Requirements
2. Zoning Amendment to be completed prior to redeveloper acquisition.
3. Known utility capacity at the site.
4. Property Description (Exhibit A)
5. Easement and Shared utility Agreement (Exhibit B)
6. Access Easement Agreement (Exhibit C)
7. Proposed Easement for future extension plan (Exhibit D)

The Redevelopment Authority’s minimum price for the Property is \$ 3,300,000.

## **REDEVELOPER REQUIREMENTS: EXETER PROMENADE**

### STATEMENT OF QUALIFICATIONS

The Redevelopment Authority requires all proposals to provide evidence of applicants' experience and expertise in redeveloping comparable sites and demonstrate the financial capacity to do so. The redeveloper is required to submit documentation of at least two (2) similar projects which have been completed or are in the process of completion by the redeveloper.

### PRELIMINARY PLANS

Submit a preliminary site plan and such other documents that best describe and demonstrate the use, structure types, and general character of the improvements to be constructed on the Property.

### REDEVELOPER AGREEMENT

The Redevelopment Authority shall require the redeveloper to enter into a redeveloper agreement, defining the scope of work and timetable agreed to by the redeveloper. The final plans will be reviewed and confirmed by the Redevelopment Authority once the redeveloper agreement is in place and work commences.

### SUBMISSION PROCESS

Proposals must be submitted to the Redevelopment Authority **no later than May 17, 2024 at 4PM** via email to [kpick@berksredevelop.org](mailto:kpick@berksredevelop.org) and include items listed above.

### EVALUATION OF PROPOSALS

The Redevelopment Authority intends to enter a redevelopment agreement with the applicant who best demonstrates the level of experience, skill and competence required to complete the final plan agreed to in the redevelopment agreement. Purchase price will be considered as part of the proposal selection process. Proposals demonstrating the highest and best use of the Property and redevelopers qualifications will receive strong consideration in the proposal selection process. The Redevelopment Authority intends to respond to all proposals **on or about June 26<sup>th</sup> 2024**.

## ZONING AMMENDMENT

The Township Commons Zoning District shall be amended to permit the uses set forth in subsection 390-23.H (2), (7), (8) and (9) to be uses permitted by right in the Township Commons Zoning District prior to redeveloper acquisition.

## UTILITY CAPACITY

### Water Service

Public water is available and serviced by Pennsylvania American Water. Access is available at Perkiomen Avenue. There are 51 EDUs with build capacity for additional 200 EDUs through corrective action plan that will not prevent PAWC from signing planning modules.

### Sewer Service

Public sewer is available. Access is available at Perkiomen Avenue.

### Electric Service

Electric service is known to be available. A load study has not been completed. Developer should verify capacity.

### Natural Gas

Gas Service is known to be available. Redeveloper should secure a will-serve letter to meet consumption needs.

**EXHIBIT "A"**

**PROPERTY: 3925 Perkiomen Avenue, Exeter Township, Berks County, Pennsylvania  
Property I.D. No. 43532614435099**

**LEGAL DESCRIPTION OF PROPERTY**

**PARCEL NO. 1**

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-F-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 and Commonwealth of Pennsylvania, 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 feet (60') wide), a corner of property belonging now or late 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 now or late to Exeter Plaza Associates, the following two (2) courses and distances as follows, to wit:

1) On a line bearing North twenty degrees (20°) twenty-three minutes (23') forty-eight seconds (48") 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 degrees (30°) twenty-one minutes (21') forty-five seconds (45") West, a distance of ninety-eight feet (98.00') to a steel pin, a corner of property belonging now or late to Berks County Industrial Development Authority;

THENCE EXTENDING along property belonging now or late 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 degrees (27°) forty-seven minutes (47') twenty-nine seconds (29") 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 degrees (50°) fifty-three minutes (53') fifty seconds (50") 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 feet (80') 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 degrees (27°) forty-seven minutes (47') fifty seconds (50") 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 degrees ( $27^{\circ}$ ) forty-nine minutes ( $49'$ ) twenty seconds ( $20''$ ) 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 now or late to Berkshire Construction Co., Inc.;

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

1) In a Northeasterly direction on a line bearing North fifty degrees ( $50^{\circ}$ ) fifty-three minutes fifty-seven seconds ( $57''$ ) 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 degrees ( $27^{\circ}$ ) forty-seven minutes ( $47'$ ) thirty-four seconds ( $34''$ ) West a distance of two hundred feet ( $200.00'$ ) feet to a steel pin;

3) In a Southwesterly direction on a line bearing South fifty degrees ( $50^{\circ}$ ) fifty-four minutes ( $54'$ ) six seconds ( $06''$ ) 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 now or late to Philip Cambria, Philip M. Cambria, Rocco T. Cambria and Guy Cambria;

THENCE EXTENDING in a Northwesterly direction along property belonging now or late to Philip Cambria, Philip M. Cambria, Rocco T. Cambria and Guy Cambria, and along property belonging now or late to Anna Lucille Weber on a line bearing North twenty-seven degrees ( $27^{\circ}$ ) forty-seven minutes ( $47'$ ) thirty-four seconds ( $34''$ ) 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 now or late to Annie E. Bailey;

THENCE EXTENDING in a Northeasterly direction partially along property belonging now or late to Annie E. Bailey and along property belonging now or late to William R. Ebersole on a line bearing North fifty degrees ( $50^{\circ}$ ) fifty-four minutes ( $54'$ ) sixteen seconds ( $16''$ ) 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 "Reiffon 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 "Reiffon Addition, Section No. 2", and along the Development of "Reiffon Addition, Section No. 4", recorded in Plan Book Volume 14, Page 22, Berks County Records, on a line bearing South forty-three degrees ( $43^{\circ}$ ) five minutes ( $05'$ ) seventeen seconds ( $17''$ ) 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 now or late to Philip Vagnoni and Sons;

THENCE EXTENDING in a Southwesterly direction along property belonging now or late to Philip Vagnoni and Sons, on a line bearing South fifty degrees ( $50^{\circ}$ ) fifty-four minutes ( $54'$ ) ten seconds ( $10''$ ) 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 feet ( $180'$ ), having a central angle of forty-eight degrees ( $48^{\circ}$ ) thirty-six minutes ( $36'$ ) fifty-five seconds ( $55''$ ),

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 degrees (75°) twelve minutes (12') 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 degrees (50°) fifty-four minutes (54') ten seconds (10'') 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 feet (120.00'), having a central angle of twenty-six degrees (26°) twenty-eight minutes (28') thirty-six seconds (36''), 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 degrees (64°) eight minutes (08') twenty-eight seconds (28'') 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.

#### PARCEL NO. 2

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. TRG-F-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 and 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 feet (60') wide), in line of property belonging now or late 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 now or late to Peter F. Giorgi, on a line bearing South fifty degrees (50°) fifty-four minutes (54') ten seconds (10'') 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 now or late to Exeter Plaza Associates;

THENCE EXTENDING in a Northwesterly direction along property belonging now or late to Exeter Plaza Associates on a line bearing North twenty degrees (20°) twenty-three minutes (23') forty-eight seconds (48'') 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 feet (180.00'), having a central angle of twenty-three degrees (23°) fifty-two minutes (52') thirty-three seconds (33''), 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

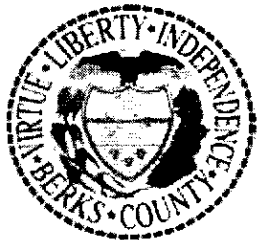
of North sixty-two degrees ( $62^\circ$ ) fifty minutes ( $50'$ ) twenty-five seconds and five-tenths of one second ( $25.5''$ ) East a distance along the arc of seventy-five feet and one hundredth of one foot ( $75.01'$ ) to the point of tangent;

2) On a line tangent to the last described curve and bearing North fifty degrees ( $50^\circ$ ) fifty-four minutes ( $54'$ ) ten seconds ( $10''$ ) 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 feet ( $120.00'$ ), having a central angle of seven degrees ( $7^\circ$ ) twenty-four minutes ( $24'$ ) seven seconds ( $07''$ ), 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 degrees ( $54^\circ$ ) thirty-six minutes ( $36'$ ) 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 acre) of land.

BEING THE SAME PREMISES which Sparrow Asset Backed Series 2012 L.P., by Special Warranty Deed dated October 18, 2019, to be effective as of the 23rd day of October, 2019, and recorded on October 24, 2019 in the Office of the Recorder of Deeds of Berks County, Pennsylvania to Instrument No. 2019036883, granted and conveyed unto Exeter Township, Seller herein.

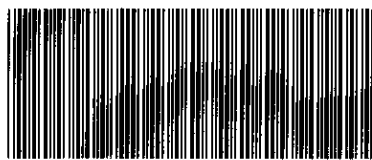


**Mary Kozak**  
Berks County Recorder of Deeds

Berks County Services Center 3<sup>rd</sup> Floor  
633 Court Street  
Reading, PA 19601  
Office: (610) 478-3380 ~ Fax: (610) 478-3359  
Website: www.countyofberks.com/recorder

**INSTRUMENT # 2023000730**

RECORDED DATE: 01/09/2023 11:22:47 AM



5127110-0012D

**Document Type:** RIGHT OF WAY / EASEMENT

**Transaction #:** 5924788  
**Document Page Count:** 20  
**Operator Id:** dfuoco

**PARCEL ID(s): (See doc for additional parcel #'s)**

43532614435099  
43532614431343

**SUBMITTED BY:**  
BUCHANAN INGERSOLL & ROONEY  
UNION TRUST BUILDING

501 GRANT STREET STE 200  
PITTSBURGH, PA 15219-4413

**\* PROPERTY DATA:**

Municipality: EXETER TOWNSHIP EXETER TOWNSHIP  
School District: EXETER EXETER

\*\* PLEASE SEE DOCUMENT OR INDEX FOR ADDITIONAL PROPERTY DATA

**\* ASSOCIATED DOCUMENT(S):**

<b>CONSIDERATION/SECURE AMT:</b>	<b>\$1.00</b>
<b>TAXABLE AMOUNT:</b>	<b>\$0.00</b>
<b>FEES / TAXES:</b>	
RECORDING FEES: RIGHT OF WAY / EASEMENT	\$26.25
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$40.25
WRIT TAX	\$0.50
PARCEL ID FEE	\$20.00
ADDITIONAL PAGE FEE	\$64.00
<b>Total:</b>	<b>\$156.00</b>

**INSTRUMENT #:** 2023000730

Recorded Date: 01/09/2023 11:22:47 AM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Berks County, Pennsylvania.



**Mary Kozak**  
Recorder of Deeds

**OFFICIAL RECORDING COVER PAGE**

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.  
\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.



Prepared by:

Brendan P. Lucas, Esquire  
Buchanan Ingersoll & Rooney PC  
501 Grant Street, Suite 200  
Pittsburgh, PA 15219  
(412) 562-8859

Return to:

Brendan P. Lucas, Esquire  
Buchanan Ingersoll & Rooney PC  
501 Grant Street, Suite 200  
Pittsburgh, PA 15219  
(412) 562-8859

Premises: 3925 Perkiomen Ave, Exeter Township, Berks County, PA 19606  
Property Id. No.: 43532614435099

3929 Perkiomen Ave, Exeter Township, Berks County, PA 19606  
Property Id. No.: 43532614431343

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**EASEMENT AND SHARED UTILITY AGREEMENT**

**THIS EASEMENT AND SHARED UTILITY AGREEMENT** (this “Agreement”) is made this 26<sup>th</sup> day of October, 2022, but made effective on November 1, 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. 43532614435099 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. 43532614431343 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 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 October 10, 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.

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: Fortis Housing Services, LLC c/o  
Inperium, Inc.  
Attn: Clay Cauley, Sr., EVP & Chief Legal Strategist  
120 Prospect St  
Reading, PA 19606

With copies to:

Buchanan Ingersoll & Rooney PC  
Attn: Brendan P. Lucas, Esq.  
501 Grant St., Suite 200  
Pittsburgh, PA 15219

#### 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

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)

- (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 Pages Follow]*





**GRANTEE:**

**FORTIS HOUSING SERVICES, LLC,**  
a Pennsylvania limited liability company

By: **FORTIS HOLDINGS, INC.,**  
a Pennsylvania Corporation,  
its sole member

By: *Ryan D. Smith*  
Name: Ryan D. Smith  
Title: President

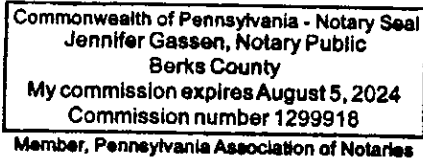
COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF BERKS :

On this 2 day of November 2022, before me, a Notary Public, the undersigned officer, personally appeared Ryan D. Smith, who acknowledged himself to be the President of **FORTIS HOLDINGS, INC.**, a Pennsylvania Corporation,, 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 himself as such officer.

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

*Jennifer Gassen*  
Notary Public

MY COMMISSION EXPIRES: August 5, 2024



**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 Neverink Road and being Tract No. 1 in the Development of "Exeter Plaza", and as shown on As-Built Plan No. TRC-R-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 Neverink 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 Northwesterly 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 (212.30') 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 Anni 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 Anni E. Bailey;

THENCE EXTENDING in a Northwesterly direction partially along property belonging to Anni E. Bailey and along property belonging to William R. Joberale 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 "Reifflon Addition, Section No. 2" recorded in Plan Book Volume 14, Page 21, Berks County Records;

THENCE EXTENDING in a Southeastery direction along the Development of "Reifflon Addition, Section No. 2" and along the Development of "Reifflon 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 Phillip Vagnoni and Sons;

THENCE EXTENDING in a Southwesterly direction along property belonging to Phillip 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 (37") 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 said 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. Bucci 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. Bucci, Executor of the Estate of James Bucci, deceased, and Glenn D. Bucal, 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 "Perkbomen Avenue" and being Tract No. 2 in the Development of "Exeter Plaza", and as shown on As-Built Plan No. TRU-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 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 (336.37') 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) As 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. Buccì, 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. Buccì, Executor of the Estate of James Buccì, deceased, and Elena D. Buccì, 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 IDENTIFIIBR NUMBER: 5326-14-43-5099

Being the same premises conveyed to the Township of Exeter by Deed recorded with the Berks County Recorder of Deeds Office at Instrument No. 2019036883.

Being Berks County Property Id. No. 43532614435099.

**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.

Being the same premises conveyed to Fortis Housing Services, LLC by Deed recorded with the Berks County Recorder of Deeds Office at Instrument No. 2017037931.

Being Berks County Property Id. No. 43532614431343.

**EXHIBIT "C"**  
**COPY OF AUTHORIZATION RESOLUTION**

*[Copy of Authorization Resolution Follows on Next Page]*



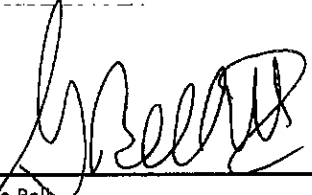
**Exeter Township**  
Resolution #2022-25

The Board of Supervisors of Exeter Township hereby approves, ratifies and confirms entering into the agreement for Easement and Shared Utility Agreement with Fortis Housing Services, LLC.

**IN WITNESS WHEREOF**, the Board of Supervisors of the Township of Exeter has entered this Resolution in lawful session this 14<sup>th</sup> day of November 2022.

BOARD OF SUPERVISORS OF  
EXETER TOWNSHIP,  
BERKS COUNTY,  
-----

By

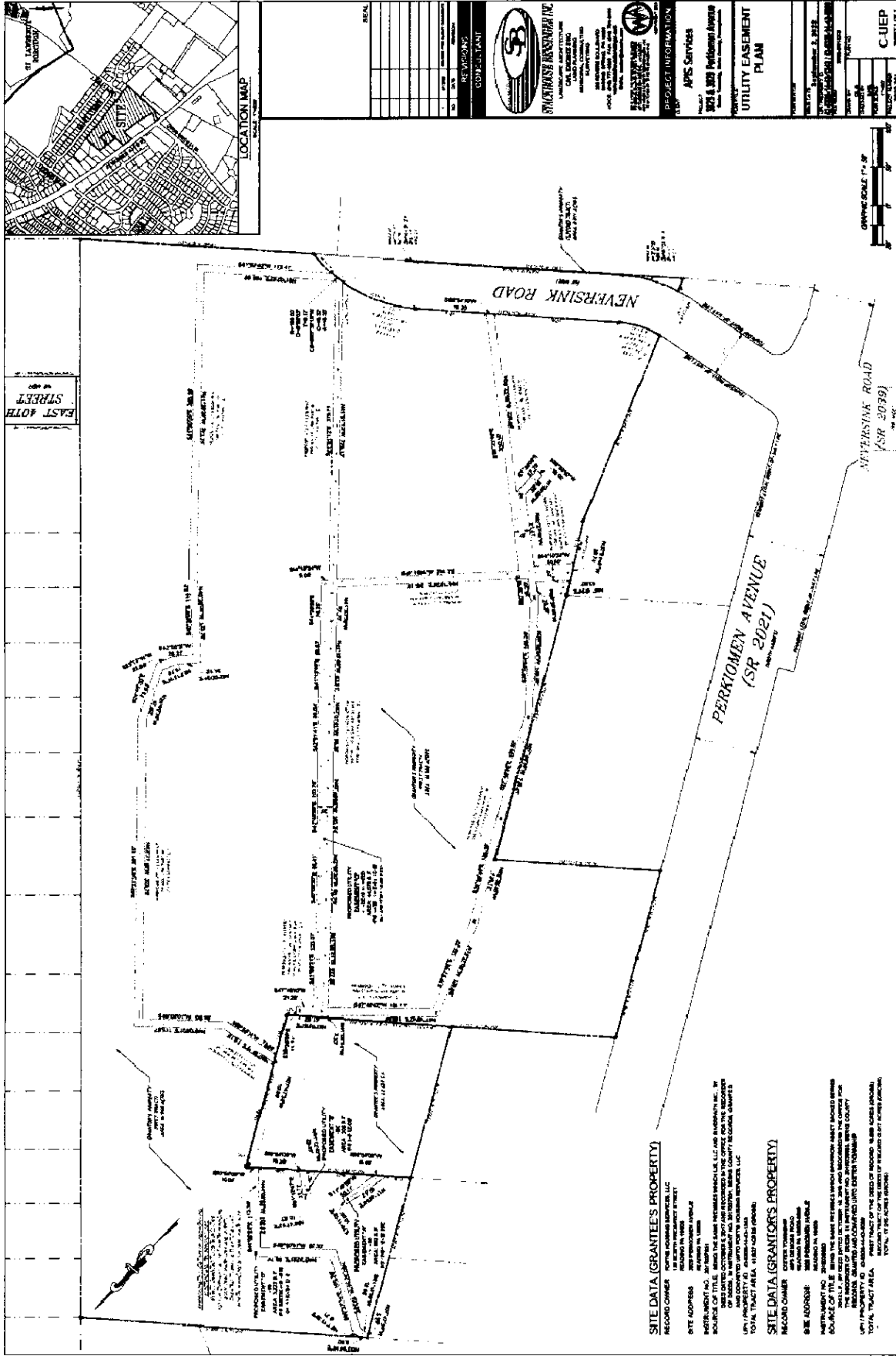
X   
\_\_\_\_\_  
George Bell  
Board of Supervisor Chair

Attest:

X   
\_\_\_\_\_  
Betsy McBride  
Interim Township Manager

**EXHIBIT "D"**  
**EASEMENT AND UTILITY LINE PLAN**

*[Copy of Easement and Utility Line Plan Follows on Next Page]*



**REV-183**  
 BUREAU OF INDIVIDUAL TAXES  
 PO BOX 280603  
 HARRISBURG, PA 17128-0603

1830019105

**REALTY TRANSFER TAX  
 STATEMENT OF VALUE**  
 COMPLETE EACH SECTION

**RECORDER'S USE ONLY**

State Tax Paid: 0

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Instrument Number: 2023000730

Date Recorded: 1-9-2023

**SECTION I TRANSFER DATA**

Date of Acceptance of Document  
11/01/2022

Grantor(s)/Lessor(s) Township of Exeter	Telephone Number (610) 779-5660	Grantee(s)/Lessee(s) Fortis Housing Services, LLC	Telephone Number (412) 562-8859
Mailing Address 4975 DeMoss Road		Mailing Address 120 Prospect St.	
City Reading	State PA	ZIP Code 19606	City Reading
	State PA	ZIP Code 19606	

**SECTION II REAL ESTATE LOCATION**

Street Address 3925 Perkiomen Ave. / 3929 Perkiomen Ave.	City, Township, Borough Exeter Township/ Exeter Township
County Berks/ Berks	School District Exeter Township/ Exeter Township
	Tax Parcel Number 43532614435099/ 43532614431343

**SECTION III VALUATION DATA**

Was transaction part of an assignment or relocation?  YES  NO

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value 441,900.00 / 669,000	5. Common Level Ratio Factor x 2.22	6. Computed Value = 981,018.00 + 1,485,180 = \$2,466,198

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**

1a. Amount of Exemption Claimed \$ 2,466,198	1b. Percentage of Grantor's Interest in Real Estate Shared Easement %	1c. Percentage of Grantor's Interest Conveyed Shared Easement %
---	---	---

2. Fill in the Appropriate Oval Below for Exemption Claimed.
- Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
  - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
  - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
  - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
  - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
  - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
  - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)  
 No change in ownership, mutual utility use agreement grant only.

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

Name Brendan Lucas	Telephone Number (412) 562-8859
Mailing Address 501 Grant St., Suite 200	City Pittsburgh
	State PA
	ZIP Code 15219

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <i>[Signature]</i>	Date 01/05/2022
---	--------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

**Prepared by:**  
Samuel W. Cortes, Esquire  
Fox Rothschild LLP  
747 Constitution Drive, Suite 100  
Exton, PA 19341

**Record and Return to:**  
Exeter Township  
Attn: Township Manager  
4975 DeMoss Road  
Reading, PA 19606

Premises: (i) 3933 Perkiomen Ave., Exeter Twp., Berks County, PA (Parcel No. 43532614422797); and  
(ii) 3925 Perkiomen Ave., Exeter Twp., Berks County, PA (Parcel No. 43532614435099)

---

(Space above this line for Recorder's use only)

**CONSTRUCTION, STREETSCAPING, PARKING AND ACCESS EASEMENT  
AGREEMENT**

THIS CONSTRUCTION, STREETSCAPING, PARKING AND ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into as of the 12<sup>th</sup> day of April, 2021, by and between **BORJA, INC.**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an office at 3933 Perkiomen Avenue, Exeter Township, Berks County, PA 19606 ("**Borja**"), and the **TOWNSHIP OF EXETER, BERKS COUNTY, PENNSYLVANIA**, a Township of the Second Class under the laws of the Commonwealth of Pennsylvania, with an office at 4975 DeMoss Road, Reading, PA 19606 (the "**Township**"). Borja and the Township are sometimes referred to herein individually as a "**Party**" or collectively as the "**Parties**."

**RECITALS**

A. Borja is the owner of a certain real property and improvements situated along Perkiomen Avenue in Exeter Township, Berks County, Pennsylvania, as more particularly described in the vesting deed attached hereto as Exhibit A and incorporated herein by reference (the "**Borja Property**").

B. The Township is the owner of certain real property and improvements also located along Perkiomen Avenue in Exeter Township, Berks County, Pennsylvania and adjacent to and northwest of the Borja Property, as more particularly described in the vesting deed attached hereto as Exhibit B and incorporated herein by reference (the "**Township Property**").

C. The Township is in the process of making substantial improvements to Perkiomen Avenue affecting both the Borja Property and the Township Property (the "Project"), and will complete such work in two Phases (Phase I and Phase II).

D. Phase I of the Project will involve, among other things, the running of utility lines and installation of street/pedestrian lighting within the PennDOT right of way along Perkiomen Avenue, which will also necessitate the removal of parking curb stops on the Borja Property near the intended work area (such improvements, together with all other improvements and work in connection therewith, are collectively referred to herein as the "Phase I Improvements"). The area proposed for such Phase I Improvements is more particularly depicted on the plan attached hereto as Exhibit C and incorporated herein by reference (the "Phase I Plan").

E. Phase II of the Project will involve, among other things:

(i) Relocation of the perpendicular driveway entrance on the Township Property from Perkiomen Avenue into the development known as Exeter Plaza, said relocated driveway entrance being located to the northwest of the Borja Property and labeled as Exeter Plaza Driveway on the plan attached hereto as Exhibit D and incorporated herein by reference (the "Phase II Plan") (said relocated driveway entrance being referred to herein as the "New Driveway"). The New Driveway connects to an existing driveway running within the southern portion of the Township Property, and eventually connects with an existing driveway located on the Eastern property line of the parcel adjoining the Borja Property to the East which, in turn, reconnects back with Perkiomen Avenue at a signaled intersection with E, Neversink Road (the "Existing Access Drive").

(ii) The creation of a new parking lot on the Borja Property and a portion of the Township Property immediately adjacent to the Borja Property in the former area of the above-described original Exeter Plaza Driveway entrance, and a driveway connection from such new parking lot into the Existing Access Drive, including without limitation required grading and paving, as shown on the Phase II Plan (the "New Parking Lot"), said New Parking Lot being intended to serve as an expansion of the current Borja Property parking area located along the Perkiomen Avenue right of way (the "Existing Parking Lot") and reconfiguration of access through the Borja Property, and said construction of the New Parking Lot to also include pavement restoration within those areas of the Existing Parking Lot so depicted on the Phase II Plan.

(iii) Improvements related to a streetscape enhancement project along Perkiomen Avenue to include the installation of a pedestrian sidewalk, curbing, landscaping (including planting of trees, shrubs, and grass), a retaining wall, and related improvements within the PennDOT right of way and within a portion of the frontage of the Borja Property (the "Streetscape Improvements"), as shown on the Phase II Plan.

The Streetscape Improvements, the New Driveway, the New Parking Lot and all other improvements and work in connection therewith (including without limitation landscaping, grading and retaining walls) are collectively referred to herein as the "Phase II Improvements".

F. In order to construct the Project and complete the Phase I Improvements and the Phase II Improvements, the Township will require, and Borja is willing to grant to the Township the following easements: (i) temporary construction and maintenance easements for the benefit of the Township and the Township Property over and across the Borja Property to the extent and for the duration as set forth herein, and (ii) a permanent easement over and across the Borja Property for the benefit of the Township, for the purpose of installing and maintaining the Streetscape Improvements, and for the public use thereof.

G. In consideration for Borja granting the above-referenced temporary construction and maintenance easements and permanent streetscaping easement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Township is willing to grant the following easements for the benefit of the Borja Property: (i) an exclusive and perpetual parking easement with respect to the portion(s) of the New Parking Lot located on the Township Property (depicted on the Phase II Plan as "Easement Area for Parking"), and (ii) a non-exclusive access easement over, across and with respect to the portion(s) of the New Driveway and Existing Access Drive located on the Township Property (as depicted on the Phase II Plan as the "Access Easement Area").

H. Accordingly, the Parties agree to grant such easements, subject to the terms and conditions contained herein.

## TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of these presents, as well as the sum of Five and No/100 Dollars (\$5.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties (intending to be legally bound) do hereby covenant and agree as follows:

1. Grant of Easements to Township.

1.1. Phase I Temporary Construction Easement to Township. Borja hereby grants to the Township, for the benefit of the Township Property and the Township, its successors and assigns, affiliates, officers, agents, representatives, tenants, employees, licensees, servants, guests, contractors, and sub-contractors, a temporary, non-exclusive construction and maintenance easement over, across and through the Borja Property for the purpose of performing construction work with respect to the Phase I Improvements, including (without limitation) the right to bring materials and service vehicles/equipment across the Borja Property and the temporary parking/storage of same thereon (the "Phase I Temporary Construction Easement"). The Township agrees to coordinate reasonably and in good faith with Borja to minimize, to the extent reasonably possible in light of the work to be performed, any interruption or interference with Borja's use and enjoyment of the Borja Property. The Phase I Improvements are to be located within the cross-hatched area in the PennDOT right of way for Perkiomen Avenue running parallel to the Southern property line of the Borja Property and labeled for same on the Phase I Plan (the "Phase I Improvement Area"). In furtherance of the foregoing, each of the Parties hereby acknowledges and agrees that the Phase I Improvement Area and the Phase I Improvements work will impact the existing parking spaces located on the Southern boundary of the Borja Property (which already extend into PennDOT right of way) for the duration of the

Phase I Temporary Construction Easement by reducing the size of such spaces and causing the removal of the existing curb stops therefor. The Township will replace the curb stops in connection with the Phase II Improvements.

1.2. Phase II Temporary Construction Easement to Township. Borja hereby grants to the Township, for the benefit of the Township Property and the Township, its successors and assigns, affiliates, officers, agents, representatives, tenants, employees, licensees, servants, guests, contractors, and sub-contractors, a temporary, non-exclusive construction and maintenance easement over, across and through the Borja Property for the purpose of performing construction work with respect to the Phase II Improvements, including (without limitation) the right to bring materials and service vehicles/equipment across the Borja Property and the temporary parking/storage of same thereon (the "**Phase II Temporary Construction Easement**"). The Township agrees to coordinate reasonably and in good faith with Borja to minimize, to the extent reasonably possible in light of the work to be performed, any interruption or interference with Borja's use and enjoyment of the Borja Property. The Phase II Improvements on the Borja Property are all to be located within the area depicted as the "Temporary Construction Easement" on the Phase II Plan.

1.3. Permanent Streetscaping Easement to Township. Borja hereby grants and conveys to the Township, for the benefit of the Township, its successors and assigns, affiliates, officers, agents, representatives, tenants, employees, licensees, servants, guests, contractors, and sub-contractors, a permanent right-of-way and easement on, over, across, and within the portion of the Borja Property depicted and described as the "Required Sidewalk Easement" on the Phase II Plan (the "**Streetscaping Easement Area**") for the purpose of installing, utilizing, repairing, and maintaining the Streetscape Improvements across the frontage of the Borja Property, and specifically grants to the Township the right to make the Streetscaping Easement Area available to the public for pedestrian and similar legal, non-vehicular transportation use (the "**Streetscaping Easement**"), on the following terms and conditions:

1.3.1. Borja shall not hereafter install, or permit to be installed, any obstructions to free passage across the sidewalk within the Streetscaping Easement Area.

1.3.2. Borja shall not take any action that would compromise the integrity and functioning of the retaining wall within the Streetscaping Easement Area.

1.3.3. The Township shall ensure that the Streetscape Improvements shall not impede reasonable and safe vehicular access to the Borja Property.

1.3.4. The Township shall have the right, but not obligation, to enter onto the Streetscaping Easement Area to remove any obstruction to free passage through such Streetscaping Easement Area, including but not limited to, structures and vegetation, and Township shall incur no liability for such removal.

1.3.5. Use of any portion of the Streetscaping Easement Area by members of the general public is at their own risk. Neither Borja nor Township by entering into this Agreement assume duty to or for the benefit of the general public for defects in the location, design, installation, maintenance, or repair of the Streetscape Improvements and other physical features



within the Streetscaping Easement Area; for unsafe conditions within the Streetscaping Easement Area; for the failure to inspect for or warn against possibly unsafe conditions; or to close the Streetscaping Easement Area to public access when unsafe conditions may be present.

2. Grant of Easements to Borja.

2.1. Permanent Parking Easement to Borja. The Township hereby grants to Borja, for the benefit of the Borja Property and Borja, its successors and assigns, tenants, employees, licensees, servants, and guests, an exclusive and perpetual parking easement over and across that portion of the New Parking Lot located on the Township Property and cross-hatched on the Phase II Plan and labeled "Easement Area for Parking" (the "**Parking Easement Area**"), for the sole purpose of vehicular travel and parking over, upon and across such Parking Easement Area in connection with the use and occupancy of the Borja Property (the "**Parking Easement**"). The Phase II Plan depicts both the New Parking Lot and Existing Parking Lot as those portions of the Borja Property being shaded in grey and labeled as "Pavement Restoration/New Pavement". As part of the Phase II Improvements, the Township shall be responsible (at its cost) for the paving of the New Parking Lot, as well as resurfacing all other areas of the Existing Parking Lot which are labeled "Pavement Restoration/New Pavement" on the Phase II Plan. The Township shall also be responsible for the initial lining of parking spaces and directional arrows within the New Parking Lot and the Existing Parking Lot. The foregoing Parking Easement shall be subject to the maintenance and repair terms provided in Section 7 of this Agreement.

2.2. Permanent Access Easement to Borja. The Township hereby grants to Borja, for the benefit of the Borja Property and Borja, its successors and assigns, tenants, employees, licensees, servants, and guests, a non-exclusive and perpetual access easement over and across that portion of the New Driveway and the Existing Access Drive, which are collectively cross-hatched on the Phase II Plan and labeled "Access Easement Area" and located on the Township Property (the "**Access Easement Area**"), for the sole purpose of providing motor vehicle and pedestrian ingress and egress to/from the Borja Property from/to Perkiomen Avenue (the "**Access Easement**"). As part of the Phase II Improvements, the Township shall be responsible (at its cost) for the initial lining of the New Driveway.

3. Terminology. As used in this Agreement, the Party granting a particular easement set forth and defined in the above Sections 1 and 2, its successors and assigns, is sometimes referred to hereinafter as a "**Grantor Party**," and the Party being granted a particular easement, its successors and assigns, is sometimes referred to hereinafter as a "**Grantee Party**." All of the easements set forth and defined in Sections 1 and 2 are at times referred to hereinafter individually as an "**Easement**" and collectively as the "**Easements**." All of the Easement areas set forth and defined in the Recitals are sometimes referred to herein individually as an "**Easement Area**" and collectively as the "**Easement Areas**."

4. Access. Each Grantee Party shall have the right to enter upon the applicable Easement Areas granted for its benefit and the benefits of its respective property, as applicable, for the purposes expressly provided within this Agreement. Such Grantee Party shall enter upon the applicable Easement Areas at its sole risk and hazard, and such Grantee Party hereby releases

the Grantor Party from any and all claims, liabilities, damages, costs and the like relating to the condition of the applicable Easement Areas.

5. Conditions of the Easement Areas. Each Grantee Party accepts the applicable Easement Areas and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including, without limitation, both latent and patent defects, and the existence of hazardous materials and conditions, if any. Each Grantee Party hereby waives all warranties, express or implied, regarding the title, condition and use of the applicable Easement Areas.

6. Reservation by the Parties. No Grantor Party shall obstruct or otherwise interfere with a Grantee Party's use and enjoyment of the applicable Easements herein granted. Each Grantee Party hereby reserves the right to occupy and use its respective property in a manner not inconsistent with the applicable Easements so granted to the Grantor Party.

7. Maintenance and Repair. In the event of any damage caused by a Grantee Party, or any other person or entity acting at the direction of or on behalf of such Grantee Party, to any portion of the Grantor's property subject to this Agreement (including that portion subject to an Easement Area), the Grantee Party (at its sole cost) will cause the damage to be promptly repaired and restored in a good workmanlike manner to the same condition as existed immediately prior to it being damaged. In the event such Grantee Party fails to perform such required repairs timely and/or adequately, the Grantor Party may perform such repairs at its own cost and the Grantee Party will reimburse the Grantor Party within twenty (20) days after receipt of an invoice detailing the repairs so performed and the costs incurred by the Grantor Party therefor. Notwithstanding the foregoing and the Township's original construction and installation of the Phase I Improvements and the Phase II Improvements, and upon full completion thereof, going forward: (i) the Township shall be responsible (at its cost) for all maintenance and repair of all portions of the Access Easement Area (including the New Driveway), which are all located on the Township Property, (ii) Borja shall be responsible (at its cost) for all maintenance and repair of the entire New Parking Lot, as located on both the Borja Property and the Township Property (including the Parking Easement Area), and the Existing Parking Lot, and (iii) Borja shall be responsible (at its cost) for all maintenance and repair of the Streetscape Improvements, located on both the Borja Property and within the PennDOT right-of-way for Perkiomen Avenue. The foregoing maintenance and repair obligations of the Parties shall include, but not be limited to, snow and ice removal, resurfacing, trash removal, mowing of grass, trimming of trees and shrubs, and future line repainting, but shall explicitly exclude any responsibility of Borja for the street lighting improvements which will be installed within the legal right-of-way of Perkiomen Avenue.

8. Liens. No Grantee Party shall allow or permit any liens or encumbrances to be placed upon the property of the Grantor Party as a result of, or in connection with, any act or omission by such Grantee Party, and such Grantee Party shall indemnify, defend and hold harmless the Grantor Party from and against any and all liens or encumbrances (including, without limitation, mechanics' liens and judgments) that such Grantee Party may place or cause to be placed on the Grantor Property. Such Grantee Party shall cause any such liens or encumbrances to be released of record at the Grantee Party's cost within thirty (30) days, and Grantee Party shall provide written proof thereof promptly to the Grantor Party.



Attn: Township Manager

With a copy to:

Elizabeth Magovern  
Hartman, Valeriano, Magovern & Lutz, PC  
1025 Berkshire Blvd STE 700  
Wyomissing, PA 19610

The Parties may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

13. Term and Termination. The Phase I Temporary Construction Easement shall commence upon full execution of this Agreement and shall automatically terminate upon the sooner to occur of the following: (i) successful full completion of the Phase I Improvements or (ii) twelve (12) months following the date of execution of this Agreement. The Phase II Temporary Construction Easement shall commence upon successful full completion of the Phase I Improvements and shall automatically terminate upon the sooner to occur of the following: (i) successful full completion of the Phase II Improvements or (ii) eighteen (18) months from commencement. The remaining Easements shall commence upon successful full completion of the Phase I Improvements and Phase II Improvements, and shall be perpetual.

14. Miscellaneous.

14.1. Integration and Amendments. This Agreement represents the entire agreement between the Parties with regard to the subject matter hereof and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of the Parties.

14.2. Governing Law and Jurisdiction. This Agreement shall be governed and interpreted by the laws of the State of Pennsylvania without reference to the principles of conflicts of law. All claims arising from this Agreement shall be brought within the exclusive jurisdiction of the Court of Common Pleas of Berks County, Pennsylvania.

14.3. No Third Party Rights. Except as herein specifically provided, no rights, privileges or immunities of any Party hereto shall inure to the benefit of any unintended third party, nor shall any third party be deemed a beneficiary of any of the provisions contained in this Agreement.

14.4. Non-Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

14.5. Rights and Remedies. The rights and remedies of any of the Parties are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each Party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder may be enforceable by either Party by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to

or will limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder will be enforceable in equity as well as at law or otherwise.

14.6. Attorney Fees. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing Party.

14.7. Authorization. Each Party hereby represents and warrants to the other Party that the individual signing below on its behalf is duly authorized to do so and delivers this Agreement in such capacity, and that as a result of such person's signature, this Agreement is binding upon the Party for which he/she signs.

14.8. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement.

14.9. Exhibits. All Exhibits to this Agreement are incorporated herein by reference.

14.10. Time of Essence. Time is hereby agreed to be of the essence with respect to all time periods set forth in this Agreement.

14.11. Recording. This Agreement shall be recorded in the Berks County Recorder of Deeds Office at the Township's cost.

*[Signatures and acknowledgements to follow]*



TOWNSHIP:

EXETER TOWNSHIP, BERKS COUNTY,  
PENNSYLVANIA

By: Gregory Galtere  
Name (Print): Gregory Galtere  
Title: Chairperson

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Berks ) SS:

On this, the 15th day of April, A.D., 2021, before me, a Notary Public, personally appeared Gregory Galtere known to me or satisfactorily proven as the Chairperson of the TOWNSHIP OF EXETER, BERKS COUNTY, PENNSYLVANIA, a Pennsylvania political subdivision, and known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and as such officer, being authorized to do so, executed the foregoing instrument on behalf of said Township for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public  
Tina Stephens

My Commission expires:  
May 11, 2022

Commonwealth of Pennsylvania - Notary Seal  
Tina Stephens, Notary Public  
Berks County  
My commission expires May 11, 2022  
Commission number 1323145  
Member, Pennsylvania Association of Notaries

**Exhibit A**

**(Legal Description of the Borja Property)**

[see attached]





INSTRUMENT # 2013008271

RECORDED DATE: 02/28/2013 02:37:45 PM



4386932-0018Z

Frederick C. Sheeler  
Berks County Recorder of Deeds

Berks County Services Center 3<sup>rd</sup> Floor  
633 Court Street  
Reading, PA 19601  
Office: (610) 478-3380 ~ Fax: (610) 478-3359  
Website: www.countyofberks.com/recorder

Document Type: DEED

Transaction #: 4605880  
Document Page Count: 6  
Operator Id: donnas

PARCEL ID(s): (See doc for additional parcel #'s)  
43532614422797

SUBMITTED BY:  
Guardian Transfer  
1000 N PRINCE STREET

LANCASTER, PA 17603  
(717) 393-7060

\* PROPERTY DATA:

Municipality: EXETER TOWNSHIP  
School District: EXETER

\*\* PLEASE SEE DOCUMENT OR INDEX FOR ADDITIONAL PROPERTY DATA

\* ASSOCIATED DOCUMENT(S):

CONSIDERATION/SECURE AMT: \$1,050,000.00  
TAXABLE AMOUNT: \$1,050,000.00

INSTRUMENT #: 2013008271  
Recorded Date: 02/28/2013 02:37:45 PM

<b>FEES / TAXES:</b>	
RECORDING FEES: DEED	\$14.50
AFFORDABLE HOUSING FEE	\$11.50
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$23.50
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$4.00
PARCEL ID FEE	\$10.00
ADDITIONAL PAGE FEE (AFF)	\$4.00
STATE RTT	\$10,500.00
EXETER TOWNSHIP	\$5,250.00
EXETER SD	\$5,250.00
<b>Total:</b>	<b>\$21,073.00</b>

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Berks County, Pennsylvania.



Frederick C. Sheeler  
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

Page 1 of 7

**PLEASE DO NOT DETACH**  
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.  
\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

Prepared by and Return to:  
Guardian Transfer Corporation  
20 Commerce Drive  
Wyomissing, PA 19610  
610-790-6430  
File No. 13-0059CIT

Premises:  
3933 Perkiomen Avenue  
Reading, PA 19606  
Exeter Township  
Parcel ID # 43532614422797

This Indenture, made the 27<sup>th</sup> day of February, 2013,

Between

DENNIS G. RHOADS AND SUSAN K. RHOADS, HUSBAND AND WIFE

(hereinafter called the Grantors), of the one part, and

BORJA, INC., A PENNSYLVANIA CORPORATION

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantors for and in consideration of the sum of One and 00/100 Dollars (\$1.00) lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, its successors and/or assigns,

PREMISES A

ALL THAT CERTAIN piece, parcel or tract of land, situate on the Northeastern side of the Concrete State Highway known as Perkiomen Avenue, leading from Reading to Philadelphia, a short distance Southeastwardly from the Village of Reiffon, in the Township of Exeter, County of Berks and State of Pennsylvania, bounded:

ON the Northeast partly by residue property of the Estate of C. Waldo S. Leimbach, deceased, and partly by residue property belonging to William E. High and Emma S. High, his wife;

ON the Northwest by property belonging to Rolland Brothers Company;

ON the Southeast by a proposed forty (40) feet wide street, (30 feet between curb lines) to be known as 40th Street, as laid out on the development of building lots by James Buccì; and

ON the Southwest by the aforesaid Concrete State Highway known as Perkiomen Avenue (80 feet between curbs) and being more fully bounded and described as follows, to wit:

BEGINNING at a corner marked by an iron pin in the Northeastern right of way line of the Concrete State Highway known as Perkiomen Avenue leading from Reading to Philadelphia, a distance of forty (40) feet measured at right angles from the center line of the aforesaid Concrete State Highway and a distance of four hundred nineteen feet one inch (419' 01") Southeastwardly measured along the aforesaid Northeastern right of way line from a point where it intersects the Southern building line of 39th Street, if extended from West to East across the aforesaid Concrete State Highway known as Perkiomen Avenue; thence leaving the aforesaid Concrete State Highway known as Perkiomen Avenue and along property belonging to Rolland Brothers Company North fifty degrees fifty-five minutes thirty seconds East (N. 50° 55' 30" E.) a distance of one hundred seventy-five feet no inches (175' 0") to a corner marked by an iron pin; thence partly by residue property of the Estate of C. Waldo S. Lohbach, deceased, and partly along residue property belonging to William E. High and Emma S. High; his wife, South twenty-seven degrees forty-four minutes fifty seconds East (S. 27° 44' 50" E.) a distance of three hundred thirty-five feet one and five-eighths inches (335' 1-5/8") to a corner in the Northwestern curb line of a proposed forty (40) feet wide street (30 feet between curb lines) to be known as 40th Street; thence along the same, South fifty degrees fifty-five minutes thirty seconds West (S. 50° 55' 30" W.) a distance of one hundred seventy-five feet no inches (175' 00") to a corner in the Northeastern right of way line of the aforesaid Concrete State Highway known as Perkiomen Avenue; thence along same North twenty-seven degrees forty-four minutes fifty seconds West (N. 27° 44' 50" W.) a distance of three hundred thirty-five feet one and five-eighths inches (335' 1-5/8") to the place of Beginning.

RESERVING, however, along the Northwestern side of the proposed forty (40) feet wide street (thirty (30) feet between curb lines) to be known as 40th Street, a width of five (05) feet to be used for pavement purposes.

ALSO, RESERVING, along Perkiomen Avenue a width of thirteen (13) feet from the Northeastern right of way line or curb line for pavement purposes.

A RESERVE LINE is also established a distance of forty-three (43) feet Northeastwardly from and parallel to the Northeastern right of way line or curb line for building purposes.

#### PREMISES B

ALL THAT CERTAIN piece, parcel or tract of land situate on the Northeastern side of the concrete State Highway known as Perkiomen Avenue, leading from Reading to Philadelphia, a short distance Southeastwardly from the Village of Reiffton, Township of Exeter, County of Berks and State of Pennsylvania, being more fully bounded and described as follows, to wit:

BEGINNING at a corner marked by an iron pin in the Northeastern right of way line of the concrete State Highway, known as Perkiomen Avenue, leading from Reading to Philadelphia, a distance of forty feet (40') Northeastwardly from the center line of the aforesaid concrete State Highway and being a proposed street to be known as Fortieth Street, said corner also being the Southwestern corner of the herein described property; thence along the aforesaid Northeastern right of way line of the concrete State Highway,

known as Perkiomen Avenue, North twenty-seven degrees forty-four minutes fifty seconds West (N. 27° 44' 50" W.) a distance of thirteen feet two and three-fourths inches (13' 2-3/4") to a corner; thence leaving the aforesaid concrete State Highway and along the Northwestern curb line of the aforesaid proposed Fortieth Street and along other property belonging to Lloyd L. Weller North fifty degrees fifty-five minutes thirty seconds East (N. 50° 55' 30" E.) a distance of one hundred seventy-five feet no inches (175' 00") to a corner; thence leaving the aforesaid proposed Fortieth Street and along the aforesaid other property belonging to Lloyd L. Weller North twenty-seven degrees forty-four minutes fifty seconds West (N. 27° 44' 50" W.) a distance of three hundred thirty-five feet one and five-eighths inches (335' 1-5/8") to a corner marked by an iron pin in line of property belonging to Rolland Brothers Company; thence along same North fifty degrees fifty-five minutes thirty seconds East (N. 50° 55' 30" E.) a distance of two hundred forty-eight feet one and one-half inches (248' 1-1/2") to a corner marked by a marble stone; thence along a development of building lots as laid out by James Buccel and Samuel Marino South twenty seven degrees fifty-nine minutes thirty-six seconds East (S. 27° 59' 36" E.) a distance of three hundred forty-eight and three-fourths inches (348' 0-3/4") to a corner in the proposed street to be known as Fortieth Street; thence in and along the aforesaid proposed Fortieth Street and along the aforesaid development of building lots as laid out by James Buccel and Samuel Marino and along other property belonging to James Buccel South fifty degrees fifty-five minutes thirty seconds West (S. 50° 55' 30" W.) a distance of four hundred twenty-four feet seven and seven-eighths inches (424' 7-7/8") to the place of Beginning.

EXCEPTING THEREOUT AND THEREFROM, ALL THAT CERTAIN lot or piece of land situate East of State Route No. 2021 known as Perkiomen Avenue and being Parcel B on Property Plan No. GVI-C-3057 dated 5/15/1987 by Thomas R. Gibbons, Professional Land Surveyor of Shillington, Pennsylvania 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 in line of property belonging to James Buccel and Elena D. Buccel, his wife, said point being located Northeastwardly from the East right of way line of State Route No. 2021 known as Perkiomen Avenue (eighty (80') feet wide) on a line bearing North fifty (50°) degrees fifty-three (53') minutes forty-six (46") seconds East a distance of two hundred twelve and seventy-three hundredths of one foot (212.73') to the place of beginning of the herein described Parcel B;

THENCE EXTENDING in a Northwesterly direction along Parcel A on the above mentioned plan 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 point in line of property belonging to David J. Wentling and Kathleen H. Wentling, his wife;

THENCE EXTENDING in a Northeasterly direction along property belonging to David J. Wentling and Kathleen H. Wentling, his wife, on a line bearing North fifty (50°) degrees fifty-three (53') minutes fifty (50") seconds East a distance of two hundred ten feet and forty hundredths of one foot (210.40') to a point in line of property belonging to the Estate of James Buccel;

THENCE EXTENDING in a Southeasterly direction along property belonging to the Estate of James Buccel on a line bearing South twenty-eight (28°) degrees two (02')

minutes nineteen (19") seconds East a distance of three hundred forty-eight feet and seven hundredths of one foot (348.07') to a point, a corner of property belonging to James Buccì and Elena D. Buccì, his wife;

THENCE EXTENDING in a Southwesterly direction along property belonging to James Buccì and Elena D. Buccì, his wife, on a line bearing South fifty (50°) degrees fifty-three (53') minutes forty-six (46") seconds West a distance of two hundred eleven feet and ninety-three hundredths of one foot (211.93') to the place of Beginning.

PARCEL NO. 5326-14-42-2797

BEING the same premises which Fecera's Inc., by Deed dated November 1, 2004, and recorded December 1, 2004, in the Office of the Recorder of Deeds in and for the County of Berks, Pennsylvania, in Book 4500, Page 1201, granted and conveyed unto Dennis G. Rhoads and Susan K. Rhoads, in fee.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against them, the said Grantors, and their heirs, will SPECIALY WARRANT AND DEFEND against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF US:

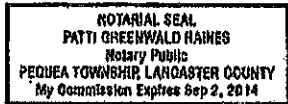
[Signature]  
\_\_\_\_\_

[Signature] (SEAL)  
Dennis G. Rhoads  
[Signature] (SEAL)  
Susan K. Rhoads

Commonwealth of Pennsylvania } ss  
County of BERKS

On this, the 27<sup>th</sup> day of February, 2013, before me, the undersigned Notary Public, personally appeared Dennis G. Rhoads and Susan K. Rhoads, Husband and Wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

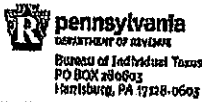


[Signature]  
Notary Public  
My commission expires \_\_\_\_\_  
[Seal]

The precise residence and the complete post office address of the above-named Grantee is:

3933 Perkiomen Avenue  
Reading, PA 19606

[Signature]  
On behalf of the Grantee



# REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY	
State Tax Paid	\$10,800.00
Book Number	2013008271
Page Number	100000
Date Recorded	02/28/2013 02:37:45 PM

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

Name	Guardian Transfer Corporation			Telephone Number	( 810 ) 780-6430		
Mailing Address	20 Commerce Drive	City	Wyomissing	State	PA	ZIP Code	19810

**B. TRANSFER DATA**

**C. Date of Acceptance of Document 2/18/2013**

Grantor(s)/Lessor(s)	Dennis G. Rhoads and Susan K. Rhoads			Grantor(s)/Lessee(s)	Borja, Inc.	
Mailing Address	3933 Perklomen Avenue, PO Box 4579			Mailing Address	3933 Perklomen Avenue, Suite 101	
City	Reading	State	PA	ZIP Code	19606	
City	Reading	State	PA	ZIP Code	19606	

**D. REAL ESTATE LOCATION**

Street Address	3933 Perklomen Avenue			City, Township, Borough	Exeter Township	
County	BERKS	School District		Tax Parcel Number	43532014422797	

**E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION?  Y  N**

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1,050,000.00	+ 0	= 1,050,000.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
680,800.00	X 1.28	= 846,824.00

**F. EXEMPTION DATA**

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
0	100%	100%

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent) \_\_\_\_\_ (Estate File Number) \_\_\_\_\_
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) \_\_\_\_\_

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
<i>[Signature]</i>	February 15, 2013

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**

**Exhibit B**

**(Legal Description of the Township Property)**

[see attached]





**Frederick C. Sheeler**  
Berks County Recorder of Deeds

Berks County Services Center 3<sup>rd</sup> Floor  
833 Court Street  
Reading, PA 19601  
Office: (610) 478-3380 - Fax: (610) 478-3359  
Website: www.countyofberks.com/recorder

**INSTRUMENT # 2019036883**

RECORDED DATE: 10/24/2019 09:32:35 AM



4000693-00174

Document Type: DEED

Transaction #: 5509485  
Document Page Count: 7  
Operator Id: bbloomer

PARCEL ID(s): (See doc for additional parcel #'s)  
43532614435099

SUBMITTED BY:  
Commonwealth Land Title Philadelphia Commercial - 1700  
Market St Ste 2100 PA 19103  
1700 MARKET ST STE 2110

PHILADELPHIA, PA 19109  
(215) 698-9690

**\* PROPERTY DATA:**

Municipality: EXETER TOWNSHIP  
School District: EXETER

\*\* PLEASE SEE DOCUMENT OR INDEX FOR ADDITIONAL PROPERTY DATA

CONSIDERATION/SECURE AMT:	\$2,487,600.00
TAXABLE AMOUNT:	\$0.00
<b>FEEs / TAXES:</b>	
RECORDING FEES: DEED	\$14.75
AFFORDABLE HOUSING FEE	\$11.50
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$40.25
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$6.00
PARCEL ID FEE	\$10.00
ADDITIONAL PAGE FEE (AFP)	\$5.00
<b>Total:</b>	<b>\$94.00</b>

**INSTRUMENT #: 2019036883**  
Recorded Date: 10/24/2019 09:32:35 AM

I hereby CERTIFY that this document is recorded  
in the Recorder of Deeds Office in Berks County,  
Pennsylvania.



*Frederick C. Sheeler*  
Frederick C. Sheeler  
Recorder of Deeds

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 12

**PLEASE DO NOT DETACH**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always supersedes.  
\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

Prepared By:  
Moshe Jacobowitz, Esq.  
Jacobowitz Newman Fversky LLP  
377 Pearsall Avenue, Suite C  
Cedarhurst, NY 11516

Record & Return To:  
Samuel Cortes, Esq.  
Fox Rothschild LLP  
747 Constitution Drive, Suite 100  
Exton, PA 19606

Tax Parcel Number: 43-5326-14-43-5099 -

*3925 PERKINMAN AVENUE  
READING, PA*

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made this *19th* day of October, 2019, *TO BE EFFECTIVE AS OF THE 23RD DAY OF OCTOBER, 2019*  
BETWEEN Sparrow Asset Backed Series 2012 L.P., a New York limited partnership (hereinafter called the "Grantor") of the one part, and Exeter Township, a Second Class Township in the Commonwealth of Pennsylvania (hereinafter called the "Grantee"), of the other part.

WHEREAS, Grantee has advised Grantor that Grantee is authorized by Section 1701 and Section 2201 of The Second Class Township Code, 53 P.S. § 67201, as amended, to acquire property by eminent domain where such property is to be used for township purposes or recreational purposes, respectively; and

WHEREAS, Grantee has advised Grantor that Grantee desires to use the following described land for township and/or recreational purposes and has been authorized by resolution of the Board of Supervisors of Grantee to acquire said land in lieu of condemnation, as further set forth herein.

NOW, THEREFORE, WITNESSETH, that in consideration of TWO MILLION FOUR HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$2,487,500.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee and Grantee's successors and assigns, the following described land, situate, lying and being in the County of Berks and Commonwealth of Pennsylvania, to wit:

See Attached Exhibit A

Being the same premises which Eric J. Weaknecht, Sheriff of the County of Berks, by deed dated February 18, 2016, and recorded in the Office of the Recorder of Deeds in and

for Berks County, Pennsylvania, in Record Book Volume 2153, Page 1303, granted and conveyed unto Sparrow Asset Backed Series 2012 L.P., Grantor hereof in fee.

**TOGETHER** with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the said tract of land described above, together with all hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

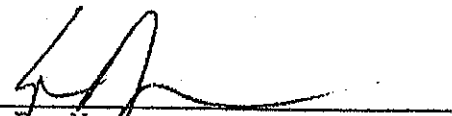
**AND** the Grantor does hereby covenant to and with the said Grantee that the said Grantor is lawfully seized of the said land in fee simple; that the Grantor has good right and lawful authority to sell and convey the said land; that Grantor hereby warrants the title to the said land and will forever defend the same against the lawful claims of all persons claiming by, through or under Grantor.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the said Grantor has caused these presents to be duly executed, the day and year first above written.

SEALED AND DELIVERED,

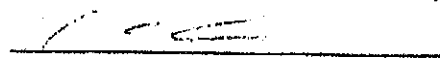
SPARROW ASSET BACKED SERIES 2012 L.P.

By:   
Name: Evan Newman  
Title: Authorized Signatory

State of New York, County of Nassau

On this 18<sup>th</sup> day of October, 2019, before me, the undersigned officer, personally appeared Evan Newman known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument acknowledged that they/he/she executed the same for the purposes therein contained.

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



Notary Public

ADAM FISCHMAN  
Notary Public, State of New York  
Reg. No. 02F18286007  
Qualified in Nassau County  
Commission Expires May 11, 2022

The address of the Grantee is:

EXETER TOWNSHIP  
c/o John Granger, Township Manager  
4975 DeMoss Road  
Reading, PA 19606

**EXHIBIT A****(Legal Description of the 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 Newshik 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 26, 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 Newshik Road (Sixty (60) feet wide), a corner of property belonging to Exeter Plaza Associates, said point being the Southeastmost 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 Northwesterly direction on a line bearing North Fifty (50°) degrees Fifty-three (53') minutes Fifty-seven (57") seconds West 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 (212.30') 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 Laella Weller 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 Anna B. Bailey;

THENCE EXTENDING in a Northwesterly direction parallel along property belonging to Anna B. Bailey and along property belonging to William R. Morstein on a line bearing North Fifty (50°) degrees Fifty-four (54') minutes Sixteen (16") seconds West 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 "Raffion Addition, Section No. 2" recorded in Plan Book Volume 14, Page 21, Berk County Records;

THENCE EXTENDING in a Southwesterly direction along the Development of "Raffion Addition, Section No. 2" and along the Development of "Raffion Addition, Section No. 4" recorded in Plan Book Volume 14, Page 22, Berk 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-five feet and Forty-five hundredths of one foot (295.45') to a point on the North right-of-way line of Noverink Road;

THENCE EXTENDING in a Southwesterly direction along the North right-of-way line of Noverink 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, bearing 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 (37") seconds and Five tenths of one second (77.5") 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 tangency;

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 one Forty-five hundredths of one foot (55.45') to the Point 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. Boral 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. Boral, Executor of the Estate of James Boral, deceased, and Bern D. Boral, 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. Wendling and Kathleen K. Wendling, 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. 2151, Page 1703, did grant and convey unto Exeter Plaza Associates.

ALSO,

ALL THAT CERTAIN lot or piece of land located on the South side of November Road, East of State Route 2021 known as "Parklawn Avenue" and being Tract No. 2 in the Development of "Exeter Plaza", and as shown on As-Built Plan No. TRC-F-3021-1 dated August 28, 1989, prepared by Thomas R. Gibbons, Professional Land Surveyor of Stillington, 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 November Road (Sixty (60') feet wide), in line of property belonging to Peter F. Glorgl, said point being the Northwest corner of the herein described Tract No. 2;

THENCE EXTENDING in a Southwesterly direction along property belonging to Peter F. Glorgl 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 Baxter Plaza Associates;

THENCE EXTENDING in a Northwesterly direction along property belonging to Baxter Plaza Associates on a line bearing North Twenty (20°) degrees Twenty-three (23') minutes Forty-eight (48") seconds West a distance of Seventy-six feet and Thirty-two hundredths of one foot (76.52') to a point on the South right-of-way line of Noverink Road;

THENCE EXTENDING in a Northwesterly direction along the South right-of-way line of Noverink 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 Fifty-seven hundredths of one foot (74.97') 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 tangency;
- 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-five (55°) 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 Point of Beginning;

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

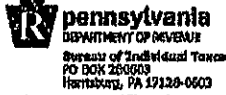
BEING PART OF THE SAME PREMISES which James M. Bueck by his deed dated December 30, 1987 and recorded in the Recorder of Deeds Office, in and for the County of Berks, at Reading, Pennsylvania, in Deed Book Vol. 1981, Page 2062, did grant and convey unto Baxter Plaza Associates.

ALSO, BEING PART OF THE SAME PREMISES which James M. Bueck, Executor of the Estate of James Bueck, deceased, and Bluma D. Bueck, 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 Baxter Plaza Associates.

COUNTY TAX IDENTIFIER NUMBER: 5326-14-43-3099



REV-103 BK (2-15)



**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

**RECORDER'S USE ONLY**

State Tax Paid	\$0.00
Book Number	2019036883
Page Number	000001
Date Recorded	10/24/2019 09:32:35 AM

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

Name John Granger, Township Manager	Telephone Number (610) 779-3680
Mailing Address 4976 DeMoss Road	City Reading
	State PA
	ZIP Code 19608

**B. TRANSFER DATA**

Date of Acceptance of Document	10/23/2019		
Grantor(s)/Lessor(s) Sparrow Asset Backed Series 2012 L.P.	Telephone Number (212) 612-1110	Grantee(s)/Lessee(s) Township of Exeter	Telephone Number (610) 779-3680
Mailing Address 377 Pearsall Avenue, Suite C		Mailing Address 4976 DeMoss Road	
City Cedarhurst	State NY	ZIP Code 11516	City Reading
			State PA
			ZIP Code 19608

**C. REAL ESTATE LOCATION**

Street Address 3926 Parkiomen Avenue	City, Township, Borough Reading
County Berks	School District Exeter Township S.D.
	Tax Parcel Number 43-5326-14-43-8099

**D. VALUATION DATA**

Was transaction part of an assignment or relocation? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
1. Actual Cash Consideration 2,487,600.00	2. Other Consideration + 0.00	3. Total Consideration = 2,487,600.00
4. County Assessed Value 1,271,600.00	5. Common Level Ratio Factor x 1.91	6. Computed Value = 2,047,276.00

**E. EXEMPTION DATA - Refer to instructions for exemption status.**

1a. Amount of Exemption Claimed \$ 2,487,600.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
--	---	---

**2. Check Appropriate Box Below for Exemption Claimed.**

- Will or intestate succession. (Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust. If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.)

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent/Responsible Party <i>[Signature]</i>	Date 10/23/2019
--	--------------------

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**



October 24, 2019

Re: Acquired Property at 3925 Perkiomen Ave, Reading PA, 19606 (Parcel No. 43-5326-14-43-5099)

To Whom It May Concern:

This letter affirms that Exeter Township's acquisition of the above-referenced parcel was authorized by an action of Board of Supervisors in lieu of condemnation proceedings under Section 1701 and Section 2201 of The Second Class Township Code, 53 P.S. § 67201, as amended. Enclosed is a Resolution of the Board of Supervisors of Exeter Township authorizing the execution of the Agreement of Sale dated May 28, 2019 ("Agreement of Sale"). The Agreement of Sale memorializes that the purchase is in lieu of condemnation proceedings under the aforementioned statutes and authorities. Also enclosed is a letter delivered by the Township to the Seller confirming the same.

Very Truly Yours,  
  
John Granger,  
Township Manager  
Exeter Township

Enclosures

EXETER TOWNSHIP  
4975 DeMoss Road, Reading, PA 19606 | [www.exetertownship.com](http://www.exetertownship.com) | 610-779-5660


112110529

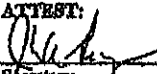
**EXETER TOWNSHIP  
RESOLUTION #2019-16**

**A RESOLUTION OF THE TOWNSHIP OF EXETER  
APPROVING AND AUTHORIZING EXECUTION OF  
PURCHASE AGREEMENT**

**BE AND IT IS HEREBY RESOLVED**, that the Board of Supervisors of the Township of Exeter, Berks County, Pennsylvania, approves of and authorizes the execution of that certain Agreement by and between Sparrow Assot Backed Series 2012, L.P., and Exeter Township, which Agreement is attached hereto as Exhibit "A" and incorporated fully herein by this reference.

**PASSED AND APPROVED** at a Regular Meeting of the Board of Supervisors of Exeter Township, Berks County, Pennsylvania, held this 28th day of May, 2019.

  
\_\_\_\_\_  
EXETER TOWNSHIP  
BOARD OF SUPERVISORS  
John Cusatis, Chairperson

ATTEST:  
  
\_\_\_\_\_  
Secretary





October 23, 2019

Sparrow Asset Backed Series 2012 L.P.  
377 Pearsall Avenue, Suite C  
Cedarhurst, NY 11516

Re: Your Property at 3925 Perklomen Ave,  
Reading PA, 19606 (Parcel No. 43-5326-14-43-5099)

To Whom It May Concern:

Pursuant to Section 35 of the Purchase Agreement dated May 28, 2019 by and between Sparrow Asset Backed Series 2012 L.P. and Exeter Township (the "Purchase Agreement"), Exeter Township confirms that it has threatened the use of eminent domain proceedings and condemnation by the Township prior to the date of the Purchase Agreement. Should you default under the Purchase Agreement, then as of October 24, 2019, the Township is authorized and prepared to immediately initiate eminent domain proceedings to acquire the property through eminent domain and condemnation. Should formal condemnation proceedings prove necessary, please be advised the Township would proceed in accordance with the laws of the Commonwealth of Pennsylvania to acquire the property as soon as possible.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "John Granger", is written over a horizontal line.

John Granger,  
Township Manager  
Exeter Township

EXETER TOWNSHIP

4975 DeMoss Road, Reading, PA 19606 | [www.exetertownship.com](http://www.exetertownship.com) | 610-779-5660

112110529

**Exhibit C**

**(Copy of Phase I Plan)**

[see attached]



**Exhibit D**

**(Copy of Phase II Plan)**

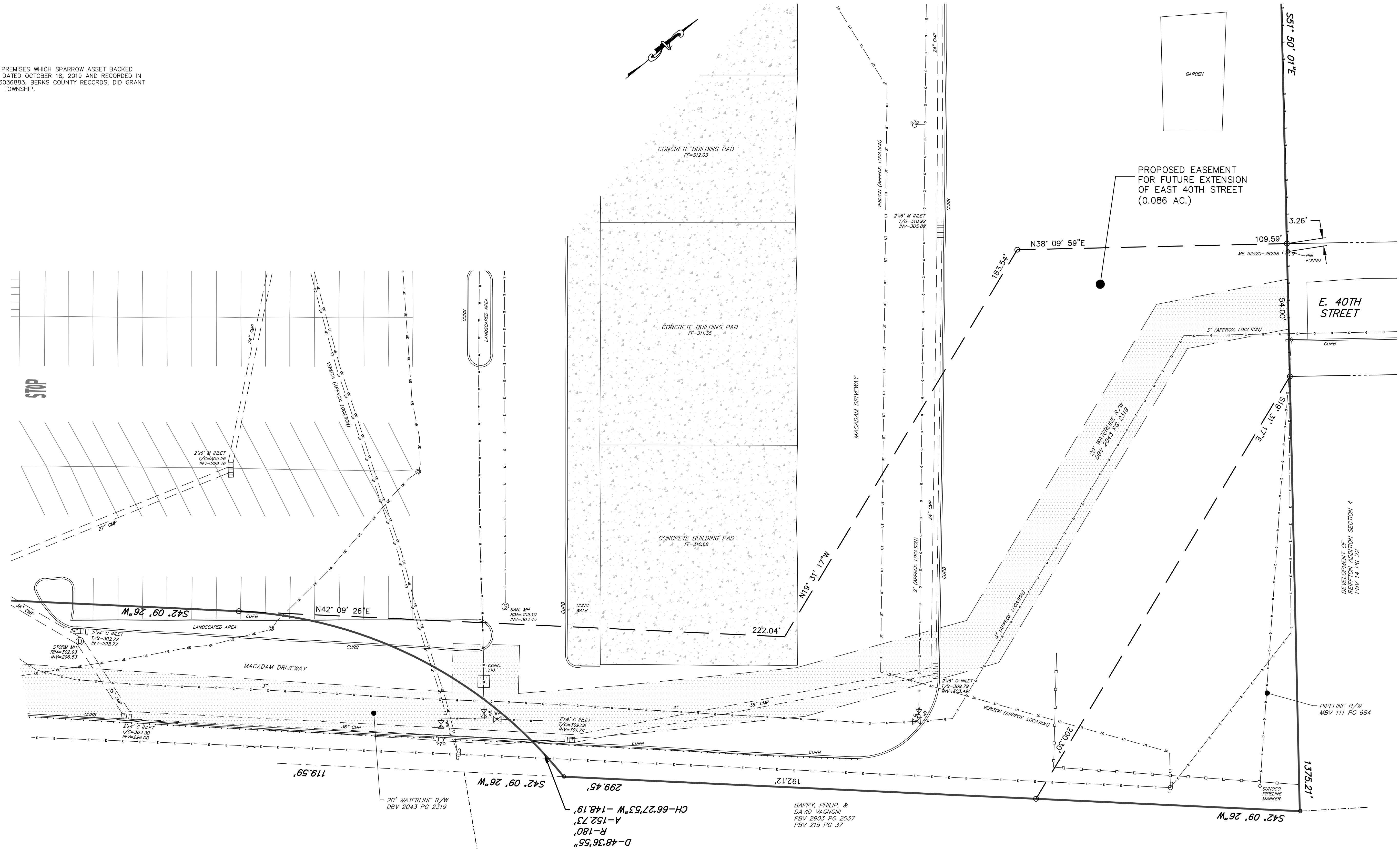
**[see attached]**





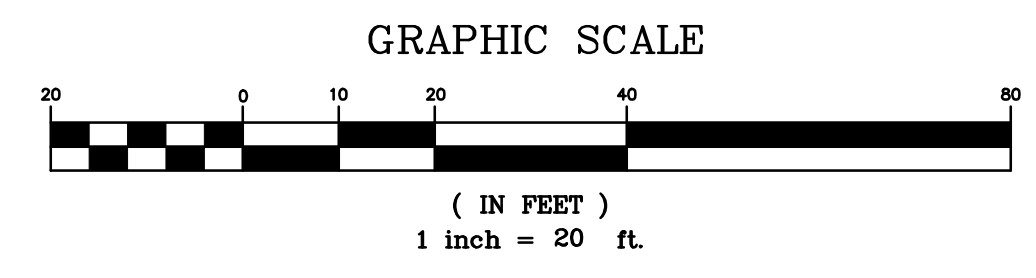
**TITLE OF LAND**

BEING PART OF THE SAME PREMISES WHICH SPARROW ASSET BACKED SERIES 2012 L.P. BY DEED DATED OCTOBER 18, 2019 AND RECORDED IN INSTRUMENT NUMBER 20193036883, BERKS COUNTY RECORDS, DID GRANT AND CONVEY UNTO EXETER TOWNSHIP.



LEGEND	
	EXISTING BUILDING
	EXISTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING ADJOINING PROPERTY LINE
	EXISTING OVERHEAD ELECTRIC
	EXISTING UNDERGROUND ELECTRIC
	EXISTING GAS & VALVE
	EXISTING SANITARY SEWER & MANHOLE
	EXISTING UNDERGROUND TELECOMMUNICATIONS
	EXISTING WATER & VALVE
	EXISTING STORM SEWER & MANHOLE
	EXISTING SANITARY SEWER CLEANOUT
	EXISTING HYDRANT
	EXISTING LIGHT POLE W/CONCRETE BASE
	EXISTING SIGN
	EXISTING TREE
	EXISTING TREE/BRUSH LINE
	EXISTING UTILITY POLE
	EXISTING PROPERTY CORNER
	EXISTING FENCE
	EXISTING GUIDE RAIL
	EXISTING CONCRETE
	EXISTING EASEMENT
	PROPOSED EASEMENT LINE
	PROPOSED EASEMENT CORNER MARKER

BARRY, PHILIP, & DAVID VAGNON  
RBV 2903 PG 2037  
PBV 215 PG 37



EXETER TOWNSHIP 4975 DEMOSS ROAD, READING, PA 19606	
PROMENADE TOPO SURVEY	
PROPOSED EASEMENT FOR FUTURE EXTENSION PLAN	
EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA	
NO. DATE REVISIONS	
SURVEY NOTEBOOK:	
 75 COMMERCE DRIVE WYOMISSING, PA 19610-1038 PHONE: 610-375-8822 FAX: 610-375-8977 www.greatvalleyconsultants.com	
DRAFTED BY: JRM	1"=20' 3/12/24
CHECKED BY:	SCALE DATE
APPROVALS:	3013-414-D-100
DRAWING NUMBER	