

MONTGOMERY COUNTY

RIGHT OF WAY

INDENTURE made this 9th day of March 1953 by and between JOHN S. WENTZ and VERNA M. WENTZ, his wife of the Township of Upper Hanover, County of Montgomery and Commonwealth of Pennsylvania (hereinafter called grantor) and METROPOLITAN EDISON COMPANY, a Pa. corporation (hereinafter called grantee).

WITNESSETH, that in consideration of the sum of \$1.00 received from grantee, and the additional sum hereinafter set forth, grantors hereby grant and convey to grantee, its successors and assigns, the easement and uninterrupted right from time to time to place, erect, construct, install, use, operate, patrol, inspect, maintain, repair, reconstruct, renew, add to, relocate and remove at will, facilities including poles, pole structures, towers, cross arms, underground and overhead wires, cables, anchors, guys, attachments, equipment and appurtenances for the transmission and distribution of electricity on, over, under and across all that certain one hundred fifty (150) feet wide strip of grantors lands as shown on grantees Plan No. R-77-98-R which is attached hereto and made a part hereof, situate in the Township of Upper Hanover, County of Montgomery and Commonwealth of Pennsylvania.

TOGETHER with the right from time to time to clear and entirely remove everything including buildings, from the said strip of land and also from time to time the right to trim, cut or remove trees adjacent to the said strip of land that may, in the judgment of grantee, interfere with or endanger the aforesaid facilities; together also with the right of access over grantors lands to the said strip of land, provided however, grantee shall pay any damages it causes to fences and crops.

The additional sum above referred to is Fourteen Thousand Dollars (\$14,000.00) and if said sum is not paid or tendered by grantee within one day from the date hereof, which time is of the essence, the easement and rights herein granted shall without further act by the parties hereto, cease and determine, and neither party shall have any further obligation to the other party by reason thereof.

The words "grantors" and "grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

RECORDED: March 12, 1953

DEED BOOK 2354 PAGE 44

TSJ/md

001070

INDENTURE, made this *24th* day of *November*, 1971, by and between JOHN S. WENTZ and VERA M. WENTZ, his wife, of the Township of Upper Hanover, County of Montgomery and Commonwealth of Pennsylvania (hereinafter called Grantors), and METROPOLITAN EDISON COMPANY, a Pennsylvania corporation (hereinafter called Grantee).

WITNESSETH, that in consideration of the sum of Eight Thousand and 00/100 Dollars (\$8,000.00) received from Grantee, and the additional sum hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, the easement and uninterrupted right from time to time to place, erect, construct, install, use, operate, patrol, inspect, maintain, repair, reconstruct, renew, add to, relocate and remove at will, facilities, including poles, pole structures, towers, cross arms, underground and overhead wires, cables, anchors, guys, attachments, equipment and appurtenances for the transmission and distribution of electricity on, over, under and across all that certain one hundred seventy-five (175') foot wide strip of Grantors' lands as shown on Grantee's Plan No. R-425-379-R which is attached hereto and made a part hereof, situate in the Township of Upper Hanover, County of Montgomery and Commonwealth of Pennsylvania;

Together with the right from time to time to clear and entirely remove everything, including buildings, from the said strip of land and also from time to time the right to trim, cut or remove trees adjacent to the said strip of land that may, in the judgment of Grantee, interfere with or endanger the aforesaid facilities; together also with the right of access over Grantors' lands to the said strip of land; provided, however, Grantee shall pay any damages it causes to fences and crops.



BOOK 3715 pg 164

The additional sum above referred to is Seventy-two Thousand and 00/100 Dollars (\$72,000.00) and if said sum is not paid or tendered by Grantee within one (1) year from the date hereof, which time is of the essence, the easement and rights herein granted shall, without further act by the parties hereto, cease and determine, and neither party shall have any further obligation to the other party by reason hereof.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written.

Witness:

Henry L. Smith Jr.

John S. Went (SEAL)

Wesley Went (SEAL)

Received this _____ day of _____, A.D. 19 _____, of the above named Grantee the additional sum above mentioned in full.


Witness: _____

BY INDIVIDUALS

STATE OF PENNSYLVANIA)
) ss
COUNTY OF MONTGOMERY)

On this, the 24th day of November, 1971, before
me Henry S. Feick, Jr., the undersigned officer, personally appeared
JOHN S. WENTZ and VERNA M. WENTZ, his 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.


Henry S. Feick, Jr.
NOTARY PUBLIC
Mehlenberg Township, Berks Co., Pa.
Exp. Commission Expires Sept. 14, 1972
Title of Officer

BOOK 3715 pg 166

THIS STAMP CERTIFIES THAT THE TRANSFER
TAX OF UPPER HANOVER TOWNSHIP HAS
BEEN PAID. \$0.00

William Davis
DATE 11/26/71

500 Ky - THE 500 Ky Sub to Housenack
1500/350.1

1676
30
6.50

RIGHT-OF-WAY

John E. Smith, et al. vs. Metropolitan Edison Company
and wife

TO

METROPOLITAN EDISON COMPANY

Date: November 24th, 1971

RECORDED in the Office for the Recording of
Deeds, etc. in and for

County, Pennsylvania, in

Book No. at page

WITNESS my hand and seal of Office this
day of 19

Recorder

Nov 24 11 41 AM '71
L
H. TE
SEE LFN
CASE #9

Montgomery County S. S.

Recorded in the Office for Recording of Deeds &c.

In and for said county in Deed book

No. 3715 Page 164 &c.

Witness my hand and seal of office this 24th
day of November 19 71

Paul C. Ledwisch Recorder

BOOK 3715 PG 167

DEED

008477

Met-Ed / GPU	LICENSE AGREEMENT	AGREEMENT NUMBER L-1-689
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THIS AGREEMENT, made this 5th day of MAY, 1994, by and between UPPER HANOVER TOWNSHIP, A MUNICIPAL CORPORATION, and METROPOLITAN EDISON COMPANY, a Pennsylvania corporation ("Licensor"), and UPPER HANOVER TOWNSHIP, A MUNICIPAL CORPORATION, and COMMONWEALTH OF PENNSYLVANIA ("Licensee").

BY ITS SUPERVISORS
Licensor is the owner of a ☐ fee/ ☒ easement interest in land in UPPER HANOVER TOWNSHIP, MONTGOMERY COUNTY, Pennsylvania, granted by JOHN S. WENTZ AND YERNA M. WENTZ, HIS WIFE dated MARCH 5, 1953, and recorded on MARCH 13, 1953 in DEED Book No. 2354, Page 94, MONTGOMERY County Public Records ("Land"). Licensor, to the extent of its interests, gives permission to Licensee to use the Land FOR A PAVED TOWNSHIP ROAD as shown on the Plan on the reverse side. Licensee understands this permission shall at all times be subject to Licensor's rights and particularly as they relate to its obligations to provide safe and reliable electric service.

For and in consideration of the sum of ZERO Dollars (\$ 0.00), the receipt whereof is hereby acknowledged, and intending to be legally bound, Licensee agrees to the following:

1. To install and maintain the improvements shown on the Plan in a workmanlike manner, to secure all required permits and to comply with all applicable laws, regulations, ordinances and codes.
2. Not to change the elevation of the ground surface level or add any improvements not shown on the Plan.
3. To use the Land and install and maintain the improvements so there will be no interference, as determined by Licensor, with Licensor's present or future facilities or operations.
4. To release and waive as against Licensor any right to damages. Further, to indemnify, defend and save harmless Licensor from and against any and all loss or damage, cost or expense resulting from, or in any manner arising out of the presence of improvements and/or use of the Land by Licensee, except that Licensee shall have no responsibility for such loss or damage if caused solely by Licensor.
5. ☒ (a) To comply with the additional Terms as indicated on attached Exhibit "A".
☒ (b) No additional Terms

Licensee further understands that (1) Licensee is given a revocable license and permission only, and not an ownership interest in the Land, (2) Licensee, at its sole cost and expense and within thirty (30) days of written notice of Licensor's desire to use the lands, shall change or alter the location of the improvements to accommodate Licensor's intended use, (3) Licensor may terminate this Agreement only upon breach by Licensee, upon thirty (30) days written notice thereof; Licensee shall have the opportunity to cure the breach to the satisfaction of Licensor within the said thirty (30) day period, (4) Licensor may, upon termination of this Agreement for whatever reason, unilaterally file with the Recorder of Deeds a document to terminate this Agreement of record, and (5) when this Agreement is terminated, for whatever reason, Licensee shall immediately remove the improvements and restore the Land to a condition satisfactory to Licensor and, upon failure to do so, to promptly pay Licensor the cost of performing the work.

IN WITNESS WHEREOF, the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, as the case may be, have duly executed this Agreement, in duplicate.

Witness:
Fredrick S. Bresler Jr.
STATE OF PENNSYLVANIA:
COUNTY OF BERKS: ss
On this, the 5th day of MAY, 1994, before me FREDERICK S. BRESLER JR, the undersigned officer, personally appeared, who acknowledged himself to be the SUPERVISOR OF ENGINEERING of Metropolitan Edison Company, a corporation, and that he as such SUPERVISOR being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as SUPERVISOR.

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

NOTARIAL SEAL
Frederick S. Bresler Jr., Notary Public
Muhlenberg Twp., Berks Co., PA
My Commission Expires 3-5-98

Fredrick S. Bresler Jr.
Title of Officer

13.66
13.66
5.00
5.00

94 MAY 31 AM 10:50

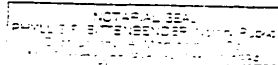
DEED

Witness/Attest: Charles E. Hoffinger Licensee: UPPER HANOVER TOWNSHIP
Lewis C. Miller William M. Kishner John G. ... (SEAL)
Kevin A. Carl ... (SEAL)
 Name of Company/Partnership

STATE OF PENNSYLVANIA: MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 : ss 57-00-01180-00-5 UPPER HANOVER
 COUNTY OF MONTGOMERY GRAVEL PIKE
 WENTZ JOHN S & VERNA M
 B 011 U 027 L 0319 DATE: 05/31/94

On this, the 5th day of MAY, 19 94, before me, a Notary Public, personally appeared
LEWIS C. MILLER, WILLIAM M. KISHNER, JOHN G. ... known to me (or satisfactorily proven) to be the person(s) whose
 name(s) ARE subscribed to the within instrument, and HAVE acknowledged that THEY, SUPERVISOR'S OF UPPER HANOVER TWP.
 executed the same for the purposes therein contained, or personally appeared
 , who acknowledged himself to be the
 of
 , a corporation, and that he as such
 being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as

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

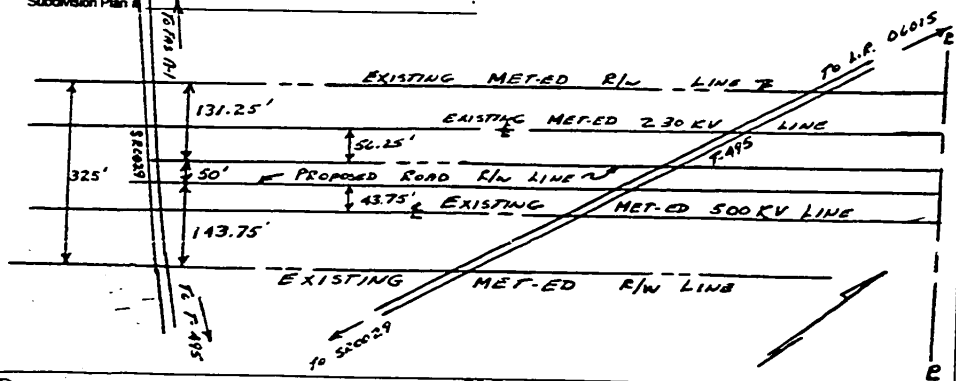


Charles E. Hoffinger
 Title of Officer

PLAN

Line Voltage 230 KV AND 500 KV
 Line # 1006 AND 5026
 R/Ws R-77-98-R AND R-425-379-R
 R/W Width 150 FEET AND 175 FEET
 Nearest Structure # TOWER #16
 CCRs 60-R Sheet 3 of 18 CC-212-R SHEET 67 OF 70
 Subdivision Plan #

(Include sketch of encroachment, with relative reference points, including, distance from edge of right-of-way, distance from closest structure(s) with structure number(s), etc; color coding is not permitted)



DB507980725

R0001891B 1/94
 (Municipal)

DEED

Net-Ed / GPU

EXHIBIT A SUPPLEMENTAL TERMS TO LICENSE AGREEMENT

Licensee agrees to the following terms as indicated by Licensee's initials:

1. ☐ Insurance _____ Licensee's Initials

Licensee shall obtain and maintain insurance for:

- ☐ (a) the duration of the License Agreement, or
☐ (b) only during construction and/or maintenance of improvements;

with insurance companies satisfactory to Licenser and with the following minimum requirements:

TYPE OF INSURANCE

LIABILITY LIMIT

Workers' Compensation

Statutory

Employers Liability

\$500,000 per occurrence

Comprehensive General Liability

Bodily Injury

\$1,000,000 per occurrence

Property Damage

\$1,000,000 per occurrence

Endorsements Required

Blanket Contractual Coverage

Products/Completed Operations Coverage

Independent Contractors Coverage

Underground Hazard

Explosion and Collapse Hazard

Broad Form Property Damage

REALTY TRANS TAX PAID

STATE _____

LOCAL _____

PER *Rm*

Automobile Liability Insurance

(owned, hired, non-owned)

Bodily Injury

\$1,000,000 per occurrence

Property Damage

\$1,000,000 per occurrence

Licensee shall name Licenser as an additional insured under the above policy(s) and provide Licenser certificate(s) of insurance upon the execution of the License Agreement. If any changes are made to the above policy(s), written notice of such changes shall be mailed to Licenser at:

Attention: _____, at least thirty (30) days prior to the effective date of such changes.

2. ☐ Advance Notification of Work _____ Licensee's Initials

Licensee shall notify Licenser's Region/Area at its office at _____

Attention: _____, not less than thirty (30) days in advance of any work performed pursuant to the License Agreement. Within thirty (30) days of completion of the construction of the improvements, Licensee shall provide Licenser with an "As Built" drawing of the improvements.

BB5079F50726

R0000872A 12/93

DEED

EXHIBIT A (cont.)
SUPPLEMENTAL TERMS TO LICENSE AGREEMENT

3. ☐ Trees _____ Licensee's Initials

The term "improvements" in the License Agreement shall mean the trees permitted by this License Agreement.

Licensee shall not plant trees of any kind within a twenty (20) foot wide strip measured ten (10) feet on each side of the centerline of Licensor's electric facilities or around poles, towers, H-frame structures, guy wires or any similar structures used to support Licensor's facilities. Trees permitted to be planted outside this twenty (20) foot strip shall not exceed twelve (12) feet in height. If trees are planted within the twenty (20) foot strip, or exceed a height of twelve (12) feet, Licensee shall remove or trim such trees and, upon failure to do so, to promptly pay Licensor the cost of performing work.

4. ☒ Municipal Corporation (Section 507) CGH Licensee's Initials

If Licensee is a "municipal corporation", as defined in Section 507 of the Public Utility Code (Code), the License Agreement shall take effect at the expiration of thirty (30) days from the time of its filing with the Pennsylvania Public Utility Commission or, in the event proceedings with respect thereto are instituted by the Commission, upon approval by the Commission.

5. ☐ Additional Terms and Conditions _____ Licensee's Initials



Margaret Richman

DB5079PG0727

R0000872B 12/93

010537

AFTER RECORDING RETURN TO:
PB Development, LLC
4100 Spring Valley Road, Suite 1001
Dallas, Texas 75244

REALTY TRANS. TAX	
STATE	-0-
LOCAL	-0-
FEES	00

13.00
5.00
2.00

MEMORANDUM OF AGREEMENT

THE STATE OF PENNSYLVANIA §
COUNTY OF MONTGOMERY §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT John S. and Verna M. Wentz, husband and wife, whose address is 1305 Stauffer Road, P.O. Box 315, Palm, PA 18070, by their Attorney-in-Fact, Larry J. Wentz, specially constituted by Powers of Attorney, dated December 17, 1998, whose address is 1305 Stauffer Road, P.O. Box 315, Palm, Pennsylvania 18070, and PB Development, LLC, a Delaware limited liability company, whose address is 4100 Spring Valley Road, Suite 1001, Dallas, Texas 75244, hereby execute this Memorandum of Agreement in order to acknowledge that, effective March 19, 1999, they have entered into an Option Agreement and Contract for Purchase and Sale of Real Property pertaining to the property described in Exhibit A attached hereto, together with all improvements thereon and all rights and appurtenances pertaining thereto, including any right, title and interest of Seller in and to mineral rights, adjacent streets, alleys and rights-of-way.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the date set forth beside each party's respective signature.

John S. Wentz
John S. Wentz

Verna M. Wentz
Verna M. Wentz

By: *Larry J. Wentz* 3-30-99
Larry J. Wentz, Attorney-in-Fact For
John S. Wentz and Verna M. Wentz

PREMISES: 84 Acres ±
Tax Parcel #57-00-01180-00-5
County: Montgomery
Township: Upper Hanover

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
57-00-01180-00-5 UPPER HANOVER
GRAVEL PIKE
WENTZ JOHN S & VERNA M
B 011 U 027 L 0319 DATE: 05/19/99

PB DEVELOPMENT, LLC

Jeffrey W. Schroeter 3-24-99
Jeffrey W. Schroeter
Vice President, Merchant Plant
Development

Steven W. Crain 3-24-99
Steven W. Crain
Vice President, Merchant Plant
Development

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99 MAY 19 AM 10:26

EXHIBIT A

PROPERTY

BEING PARCEL NO. 57-00-01180-00-5. **

BEING part of the same premises which Katie G. Geissinger, Widow by Deed dated 4-26-1951 and recorded 4-26-51 in the County of Montgomery in Deed Book 2172 page 45 conveyed unto John S. Wentz and Verna M. Wentz, his wife, in fee, less any adverse conveyances that are of record and existing as of this date, but subject to limitations of paragraph 2.9a.

** which is intended to include the land conveyed to Seller by the Palm Schwenkfelder Church in Deed Book 3327, Page 673, on May 1, 1964, and intended to exclude the approximate twenty-two (22) acres of land located across Pennsylvania Route 29 (on the Southwest side of Route 29) still leaving the approximate eighty-four (84) acres being optioned and/or sold.

BK5272PG0884

STATE OF PENNSYLVANIA)(
COUNTY OF MONTGOMERY)(
COUNTY OF MONTGOMERY)(

On this, the 30 day of March, 1999, before me, a Notary Public in and for the above County and Commonwealth, personally appeared Larry J. Wentz, Attorney-in-Fact for John S. Wentz and Verna M. Wentz, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, acknowledged that he executed the same as the act of his principals for the purposes therein contained.

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

[Notary Seal]

Sandra F. Godshall
Notary Public

Sandra F. Godshall
Printed Name of Notary Public

My Commission Expires:

NOTARIAL SEAL
SANDRA F. GODSHALL, Notary Public
Red Hill Poro, Montgomery County
My Commission Expires July 20, 2000

BK5272PG0805

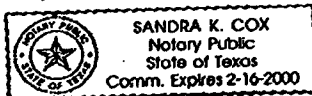
STATE OF TEXAS
COUNTY OF DALLAS

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)

I HEREBY CERTIFY that on the 24 day of March, 1999, before me, the subscriber, a Notary Public of the State of Texas, personally appeared Jeffry W. Schroeter, who acknowledged himself to be the Vice President of PB Development, LLC, a Delaware limited liability company, and that Jeffry W. Schroeter, as the Vice President of PB Development, LLC, being authorized to do so, executed this Agreement for the purposes contained in the document by signing on behalf of said corporation by himself as Vice President of said corporation.

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

[Notary Seal]



My Commission Expires: _____

Sandra K Cox
Notary Public

Printed Name of Notary Public

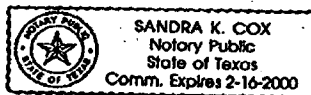
STATE OF TEXAS
COUNTY OF DALLAS

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)
)

I HEREBY CERTIFY that on the 24 day of March, 1999, before me, the subscriber, a Notary Public of the State of Texas, personally appeared Steven W. Crain, who acknowledged himself to be the Vice President of PB Development, LLC, a Delaware limited liability company, and that Steven W. Crain, as the Vice President of PB Development, LLC, being authorized to do so, executed this Agreement for the purposes contained in the document by signing on behalf of said corporation by himself as Vice President of said corporation.

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

[Notary Seal]



My Commission Expires: _____

Sandra K Cox
Notary Public

Printed Name of Notary Public



Margaine Beckenbach

BK5272PG0806

010865

ORIGINAL

Om
AFTER RECORDING RETURN TO:
Panda Perkiomen Power, L.P.
4100 Spring Valley Road, Suite 1001
Dallas, Texas 75244

5280
200
1900
500
57

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is executed and delivered on April 4, 2000, between PB Development, LLC ("Assignor") and Panda Perkiomen Power, L.P. ("Assignee").

RECITALS:

A. Assignor entered into that certain Option Agreement and Contract for Purchase and Sale of Real Property ("Option") dated March 19, 1999, with John S. and Verna M. Wentz ("Sellers") granting to Assignor an option to purchase real property located in Montgomery and Berks Counties, Pennsylvania, more particularly described on Exhibit A attached hereto and incorporated herein ("Property");

B. Assignor desires to assign to Assignee all rights, title and interest of Assignor in and to the Option and Assignee desires to accept from Assignor all rights, title and interest of Assignor in and to the Option and to assume all of Assignor's liabilities and obligations under the Option, all upon the terms and conditions set forth herein.

AGREEMENT:

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor grants, assigns and conveys to Assignee all rights, title and interest of Assignor in and to the Option ("Rights"); TO HAVE AND TO HOLD the Rights, together with all and singular the rights and appurtenances thereto in anywise belonging unto Assignee and Assignee's successors and assigns forever; and Assignor does hereby bind Assignor and Assignor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Rights unto Assignee and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.
2. Assignee covenants and agrees that it will duly perform all duties and obligations of Assignor under the Option, and assumes any and all liabilities and obligations of Assignor arising under or associated with the Option, whether now existing or hereafter arising. Assignee agrees to indemnify, hold harmless and defend Assignor from and against any and all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs and

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REALTY TRANS TAX PAID	
STATE	
LOCAL	
PER	00

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00 JUN 15 PM 3:23

expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses, including allocated costs of in-house legal and technical services) or loss, directly or indirectly arising out of or resulting from the Option, or from any act or omission of Assignor or Assignee or any officer, director, employee, contractor, agent or invitee of either of them in connection with or arising out of the Option, including, without limitation, any negligent act or omission of Assignor or of any officer, director, employee, contractor, agent or invitee of Assignor. Upon demand of Assignor, Assignee shall defend against any claim, action or proceeding described herein, at the sole cost of Assignee and by counsel approved by Assignor in the exercise of its reasonable judgement. In the alternative, Assignor may elect to conduct its own defense at the expense of Assignee.

3. This Agreement covers the entire agreement between Assignor and Assignee with respect to the subject matter hereof. No representations or agreements, written or oral, have been made modifying, adding to or changing the terms hereof or inducing the execution hereof. This Agreement may only be amended by written instrument signed by Assignor and Assignee. The terms and provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of Assignor and Assignee.
4. This Agreement is executed and delivered and is intended to be performed in the State of Pennsylvania and shall be governed by and construed and enforced in accordance with the substantive laws (but not the rules governing conflict of laws) of the State of Pennsylvania.
5. This Agreement may be executed in counterparts and shall bind each party executing any counterpart.

[remainder of page intentionally left blank]

DB5319PG2377

IN WITNESS WHEREOF, this Agreement was executed as of the date first written above.

ASSIGNOR:

PB DEVELOPMENT, LLC

By: Steven W. Crain

Name: Steven W. Crain

Title: Vice President - Merchant Plant Development

ASSIGNEE:

PANDA PERKIOMEN POWER, L.P.

By Panda Perkiomen I, LLC

Its general partner

By: Garry Hubbard

Name: Garry Hubbard

Title: Senior Vice President - Power Ventures

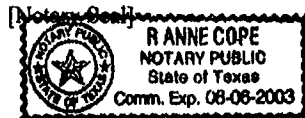
STATE OF TEXAS

COUNTY OF DALLAS

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I HEREBY CERTIFY that on the 4th day of April, 2000, before me, the subscriber, a Notary Public of the State of Texas, personally appeared Steven W. Crain, who acknowledged himself to be the Vice President - Merchant Plant Development of PB Development, LLC, a Delaware limited liability company, and that he, as the Vice President - Merchant Plant Development of PB Development, LLC, being authorized to do so, executed this Agreement for the purposes contained in the document by signing on behalf of said corporation by himself as Vice President - Merchant Plant Development of said limited liability company.

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



R Anne Cope
Notary Public

R. Anne Cope
Printed Name of Notary Public

My Commission Expires: 8/08/2003

085319PG2378

STATE OF TEXAS

(

COUNTY OF DALLAS

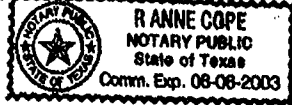
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I HEREBY CERTIFY that on the 4th day of April, 2000, before me, the subscriber, a Notary Public of the State of Texas, personally appeared Garry Hubbard, who acknowledged himself to be the Senior Vice President - Power Ventures of Panda Perkiomen I, LLC, General Partner of Panda Perkiomen Power, L.P., a Delaware limited partnership, and that he, as the Senior Vice President - Power Ventures of Panda Perkiomen I, LLC, being authorized to do so, executed this Agreement for the purposes contained in the document by signing on behalf of said corporation by himself as Senior Vice President - Power Ventures of said limited liability company.

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

[Notary Seal]



R Anne Cope
Notary Public

R Anne Cope
Printed Name of Notary Public

My Commission Expires: 8/06/2003

DB5319PG2379

EXHIBIT A

Property Description

DB5319PG2380

EXHIBIT "A"

ALL THAT CERTAIN tract of land situate partly in Hereford Township, Berks County, and situate partly in Upper Hanover Township, Montgomery County, Pennsylvania more fully bounded and described as follows:

BEGINNING at a point in the centerline of Route 29, known locally as Gravel Pike, said point being 350.2 feet southeast of the intersection of Route 29 and Tollgate Road; Thence by land of Elderhorst North 35 degrees 37 minutes 16 seconds East 202.46 feet to an iron pin found, thence by lands of said Elderhorst North 54 degrees 22 minutes 44 seconds West 788.45 feet to a point at lands of Miller and Eugster, thence along said lands of Eugster the following four (4) courses; (1) North 26 degrees 26 minutes 24 seconds East 469.70 feet to a point; (2) North 26 degrees 16 minutes 24 seconds East 626.04 feet to a point; (3) South 63 degrees 13 minutes 36 seconds East 16.50 feet to a point; (4) North 27 degrees 55 minutes 54 seconds East 518.20 feet to a 42" maple tree, thence across the railroad tracks of Perkiomen Railroad South 52 degrees 57 minutes 48 seconds East 2,529.65 feet to a point; thence along lands of Palm Schwenkfelder Church the following three (3) courses (1) South 36 degrees 07 minutes 27 seconds West 618.79 feet to a stone; (2) North 80 degrees 19 minutes 36 seconds West 297.38 feet to a point; (3) South 62 degrees 52 minutes 39 seconds West 473.33 feet to an Iron Pin found; thence along said lands of Palm Schwenkfelder Church and lands of Moriarty South 9 degrees 9 minutes 59 seconds West 384.53 feet to a point in the centerline of the aforementioned Gravel Pike; Thence along said Gravel Pike the following three (3) courses; (1) North 80 degrees 23 minutes 55 seconds West 137.62 feet to a point; (2) thence by a curve to the right having a radius of 1,637.02 feet, an arc distance of 756.58 feet, the chord of said curve bearing North 67 degrees 09 minutes 31 seconds West with a chord distance of 749.87 feet, (3) North 53 degrees 55 minutes 06 seconds West 337.52 feet to point, said point being the place of BEGINNING.

CONTAINING 83.6719 acres of land.

APA 57-00-01180-00-5

BEING PART OF THE SAME PREMISES which Katie G. Geissinger, widow, by her Deed dated April 26, 1951 and recorded in the Recorder of Deeds Office of Montgomery County at Deed Book 2172, page 45, granted and conveyed unto John S. Wentz and Verna M. Wentz, husband and wife, the Grantors herein.

AND BEING PART OF THE SAME PREMISES which Katie G. Geissinger, widow, by her Deed dated April 26, 1951 and recorded in the Recorder of Deeds Office of Berks County at Deed Book 1083, page 416 granted and conveyed unto John S. Wentz and Verna M. Wentz, husband and wife, the Grantors herein.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
57-00-01180-00-5 UPPER HANOVER
GRAVEL PIKE
WENTZ JOHN S & VERNA M
R 011 U 027 L 0319 DATE: 06/15/00



Margaret Beckenbach

DB 5319 PG 2381

SANITARY SEWER EASEMENT

MONTGOMERY
COUNTY ROD

57 UPPER HANOVER TOWNSHIP 50 OF NANCY BECKER ROD

THIS INDENTURE, made this 18th day of May, A D , 2004, by and between JOHN S & VERNA M WENTZ, individuals with an address at 1305 Stauffer Road, P O Box 315, Palm, Pennsylvania 18070, hereinafter referred to as "Grantors," and THE UPPER HANOVER AUTHORITY, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 1704 Pillsbury Road, P O Box 205, East Greenville, Pennsylvania 18041, hereinafter called the "Grantee "

WITNESSETH, That the said Grantors for and in consideration of one (1) sewer equivalent dwelling unit (EDU) for capacity at the Upper Hanover Authority's Perkiomen Wastewater Treatment Plant to Grantors and other good and valuable considerations, have granted and by these presents do grant, bargain, sell and convey to Grantee, its successors and assigns, a non-exclusive, perpetual variable-width easement and right-of-way (hereinafter referred to as the "Easement") over, under and across a portion of that certain parcel of land in Upper Hanover Township, Montgomery County, Pennsylvania, being more fully described in Exhibit "A" which is attached hereto and incorporated herein by reference, of which the Grantors are the record owner

TO HAVE AND TO HOLD all and singular the privileges aforesaid unto the said Grantee to and for only the proper use and behoof of the said Grantee, its successors and assigns forever, as and for the purpose of allowing Grantee to enter, and have its employees, agents and contractors enter, upon the area encumbered by the Easements for activities related to the installation, construction, connection, maintenance, repair and removal of sanitary sewer and related facilities and improvements thereon

AND THE SAID GRANTORS, for themselves, their successors and assigns, by these

presents, covenant, promise, and agree to and with the said Grantee, its successors and assigns, that neither the Grantors nor their successors and assigns, shall nor will at any time hereafter ask, demand, or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the installation, construction, connection, maintenance, repair and removal of sanitary sewer and related facilities and improvements thereon

AND THE SAID GRANTORS, for themselves, their successors and assigns, do by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that they, the said Grantors, their successors and assigns, the said tract of ground above-described and granted or mentioned, and intended so to be, unto the said Grantee, its successors and assigns, against them, the said Grantors, their successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, them, or any of them, shall and will warrant and forever defend

AND FURTHER, the within grant is made under and subject to the following conditions and provisions, which shall be covenants binding on the parties hereto and their successors and assigns, unless and until the Easement has been expressly abandoned, extinguished, relinquished or terminated and evidence thereof has been filed in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania to wit

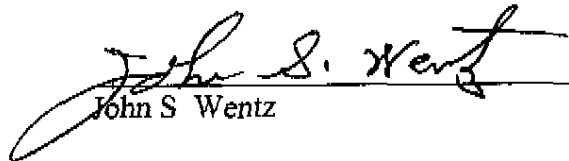
- 1 The Easement shall not be altered, modified, amended, abandoned, extinguished, relinquished or terminated beyond its own terms except by a written instrument in reportable form, duly executed by the Grantors and Grantee, or their respective successors or assigns having authority to do so
- 2 The Easement granted hereunder shall run with the land and shall bind and benefit all future owners of any interest in real estate which is burdened or benefitted hereby

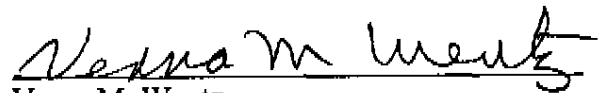
3 The Easements shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania

4 This Easement shall be recorded in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania

IN WITNESS WHEREOF, the Grantors have caused this instrument to be properly executed the date and year first above written

GRANTORS


John S Wentz



Verna M Wentz

GRANTEE


Attest

THE UPPER HANOVER AUTHORITY

By


Alexander D Anastas
Chairman

Parcel No 57-00-01180-005

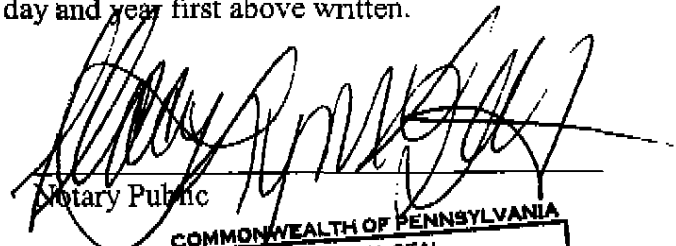
MONTGOMERY COUNTY COMMISSIONERS REGISTRY 
57-00-01180-00-5 UPPER HANOVER
GRAVEL PIKE
WENTZ JOHN S & VERNA M
B 011 U 027 L 0319 DATE 05/21/04

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF MONTGOMERY :

SS

On this 18th day of May, A D, 2004, before me, the subscriber, a Notary Public, in and for the Commonwealth of Pennsylvania, appeared JOHN S WENTZ, who acknowledges himself to be the legal owner of the land herein described, and that he executed the foregoing instrument for the uses and purposes therein contained and that he desires the same might be recorded as such.

WITNESS, my hand and notorial seal the day and year first above written.

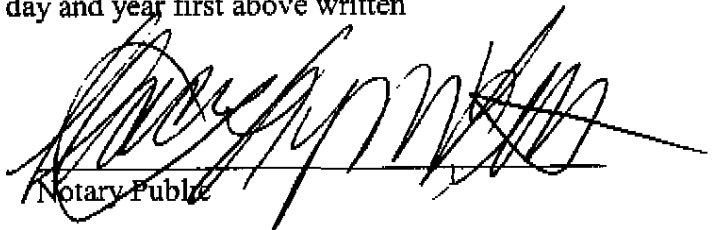

Notary Public
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
STACY LYNN LUCAS, Notary Public
Pennsburg Boro, Montgomery County
My Commission Expires November 24, 2007

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF MONTGOMERY :

SS

On this 18th day of May, A D, 2004, before me, the subscriber, a Notary Public, in and for the Commonwealth of Pennsylvania, appeared VERNA M WENTZ, who acknowledges herself to be the legal owner of the land herein described, and that she executed the foregoing instrument for the uses and purposes therein contained and that she desires the same might be recorded as such

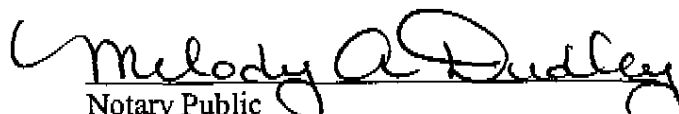
WITNESS, my hand and notorial seal the day and year first above written


Notary Public
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
STACY LYNN LUCAS, Notary Public
Pennsburg Boro, Montgomery County
My Commission Expires November 24, 2007

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this 19th day of May, A D , 2004, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared ALEXANDER D ANASTAS, Chairman of the Upper Hanover Authority, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as Chairman of the Upper Hanover Authority

WITNESS, my hand and notarial seal the day and year first above written


Notary Public

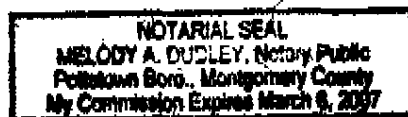


EXHIBIT "A"

LEGAL DESCRIPTION OF THE VARIABLE WIDTH UTILITY EASEMENT

ALL THAT CERTAIN parcel of land SITUATE in Upper Hanover Township, Montgomery County, Pennsylvania, being shown as a Utility Easement over lands of John S. and Verna M Wentz, Tax Parcel No 57-00-01180-005 on "Proposed Sanitary Sewer Easement, John S & Verna M Wentz", by Castle Valley Consultants, Inc , Doylestown, Pennsylvania, and being more fully described as follows:

BEGINNING at the southeasterly most corner of said property, said corner being in the middle of State Highway known as Pennsylvania Route #29, thence from said corner, leaving the cartway of Route #29, North 19° 47' 40" East, 24.64 feet along the property line to a point on the road right-of-way Thence, along the right-of-way, North 69° 42' 40" West, 45.81 feet to the point of beginning of said utility easement

THENCE, from said place of beginning, the following sixteen (16) courses and distances through the interior of said property

- 1 North 37° 44' 35" West, 64.94 feet,
- 2 North 73° 17' 28" West, 48.36 feet,
- 3 North 73° 03' 39" West, 76.36 feet,
- 4 North 59° 30' 54" West, 116.34 feet,
- 5 South 71° 46' 36" West, 17.11 feet,
- 6 North 60° 18' 02" West, 48.69 feet,
- 7 Thence, crossing over Stauffer Road, North 57° 33' 15" West, 121.66 feet;
- 8 North 52° 58' 53" West, 76.86 feet,
- 9 North 50° 32' 06" West, 86.27 feet,
- 10 North 49° 52' 15" West, 53.78 feet,
- 11 North 46° 30' 28" West, 67.55 feet;
- 12 North 43° 53' 45" West, 76.45 feet;
- 13 North 43° 19' 39" West, 172.40 feet,
- 14 North 42° 23' 09" West, 110.16 feet,
- 15 North 44° 09' 31" West, 11.59 feet,
- 16 South 42° 49' 50" West, 20.03 feet to the road right-of-way.

THENCE, along said road right-of-way, the following twelve (12) courses and distances

- 1 South 44° 09' 31" East, 10.22 feet,
- 2 South 42° 23' 03" East, 110.02 feet,
- 3 South 43° 19' 39" East, 172.67 feet,
- 4 South 43° 53' 45" East, 77.01 feet,

- 5 South 46° 30' 28" East, 68.59 feet,
- 6 South 49° 52' 15" East, 54.48 feet;
- 7 South 50° 32' 06" East, 86.81 feet,
- 8 South 52° 58' 53" East, 78.09 feet,
- 9 Thence, crossing back over Stauffer Road, South 57° 33' 15" East, 122.94 feet,
10. South 60° 18' 02" East, 123.05 feet,
- 11 South 64° 11' 24" East, 123.05 feet,
- 12 South 69° 42' 40" East, 156.47 feet

to the first mentioned point and place of beginning.

CONTAINING 25,038 square feet, or 0.57 acres of land, more or less



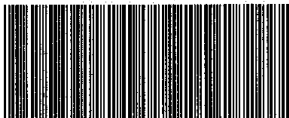
Nancy J. Becker

**RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker**

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869



DEED BK 5621 PG 01399 to
INSTRUMENT # : 2006132667
RECORDED DATE: 10/25/2006 11:37:40 AM



0012062-0007B

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 3

Document Type: Deed Miscellaneous
Document Date: 10/10/2006
Reference Info: WENTZ

Transaction #: 7610
Document Page Count: 2
Operator Id: dcane

RETURN TO:
EDWARD A. SKYPALA
224 KING ST
POTTSTOWN, PA 19464

SUBMITTED BY:
EDWARD A. SKYPALA
224 KING ST
POTTSTOWN, PA 19464

*** PROPERTY DATA:**

Parcel ID #: 57-00-01180-00-5
Address: 1305 STAUFFER RD

UPPER HANOVER TOWNSHIP PA
18070

Municipality:
School District:

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee: Deed Miscellaneous \$33.50
NonCompliance Fee \$25.00
Total: \$58.50

DEED BK 5621 PG 01399 to
Recorded Date: 10/25/2006 11:37:40 AM

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



Nancy J. Becker
Recorder of Deeds

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.

UPPER HANOVER TOWNSHIP BOARD OF SUPERVISORS

RESOLUTION NO. 2006-29

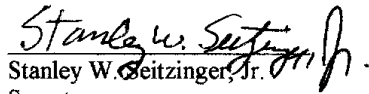
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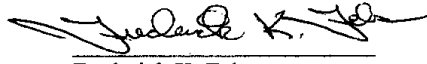
RESOLVED this 10th day of October 2006 that the Upper Hanover Township Board of Supervisors hereby authorize the addition of the following property to the Agricultural Security Area in accordance with Act 43, also known as the Agricultural Area Security Law.

For the purpose of filing with the Recorder of Deeds, a description of the property is as follows:

<u>Name and Address Of Property Owner</u>	<u>Parcel No. & Property Address</u>	<u>Approximate Acreage</u>
John S. Wentz 1305 Stauffer Road Palm, PA 18070	Tax Parcel # 570001180005 1305 Stauffer Road Palm, PA 18070	89 acres

ATTEST:


Stanley W. Seitzinger, Jr.
Secretary


Frederick K. Fels
Vice-Chairman

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
57-00-01180-00-5 UPPER HANOVER
1305 STAUFFER RD
WENTZ JOHN S & VERNA M
B 011 U 027 L 0319 DATE: 10/25/2006 \$5.00
JO

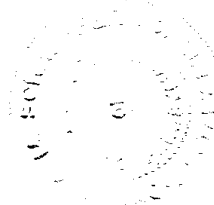
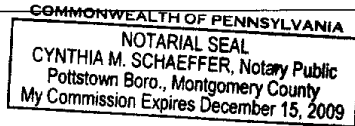
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF MONTGOMERY : SS

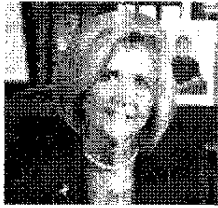
On October 10, 2006, before me, the subscriber, a Notary Public, in and for the Commonwealth of Pennsylvania and County of Montgomery, personally appeared, FREDERICK K. FELLS, Vice-Chairman of the Board of Supervisors of Upper Hanover Township, and that he, as such Vice-Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name as Vice-Chairman of the Board of Supervisors of Upper Hanover Township.

Witness my hand and notarial seal the day and year aforesaid.

My Commission Expires:

Cynthia M. Schaeffer
Notary Public

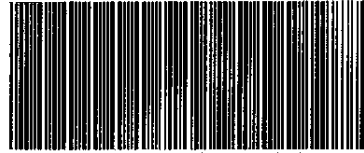




**RECORDER OF DEEDS
MONTGOMERY COUNTY**
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5823 PG 02973 to 02983.1
INSTRUMENT # : 2012000784
RECORDED DATE: 01/04/2012 01:07:26 PM



2656679-0007+

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 12

Document Type: Deed of Dedication
Document Date: 12/30/2011
Reference Info:

Transaction #: 2587353 - 2 Doc(s)
Document Page Count: 10
Operator Id: shirellewatkins

RETURN TO: (Mail)
EDWARD A. SKYPALA
224 KING ST
POTTSTOWN, PA 19464

PAID BY:
EDWARD A SKYPALA

*** PROPERTY DATA:**

Parcel ID #: 57-00-00000-00-0
Address:
Municipality: Upper Hanover Township (100%)
School District: Upper Perkiomen

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: **\$1.00**

DEED BK 5823 PG 02973 to 02983.1
Recorded Date: 01/04/2012 01:07:26 PM

FEES / TAXES:

Recording Fee: Deed of Dedication	\$65.00
Affidavit Fee	\$1.50
Additional Pages Fee	\$12.00
Affordable Housing Pages	\$12.00
Total:	\$90.50

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



Nancy J. Becker
Recorder of Deeds

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.

RECORD OF DEEDS
MONTGOMERY COUNTY

2012 JAN -4 PM 12: 54

Prepared By:

Steven J. English, Esquire
The Law Offices of Edward A. Skypala
224 King Street
Pottstown, PA 19464

Return To:

Steven J. English, Esquire
The Law Offices of Edward A. Skypala
224 King Street
Pottstown, PA 19464

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
57-00-00000-00-0 UPPER HANOVER

DUMMY PARCEL NUMBER - UPPER HANOVER TWP \$10.00
B 000 U 000 L 1000 DATE: 01/04/2012 JO

Parcel No. 57-00-00000-000

DEED OF DEDICATION

THIS INDENTURE, made this 30th day of December, A.D., 2011, by and between JOHN S. & VERNA M. WENTZ, individuals with an address at 1305 Stauffer Road, Palm, Pennsylvania 18070, hereinafter referred to as the "Grantors," and UPPER HANOVER TOWNSHIP, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 1704 Pillsbury Road, P.O. Box 27, East Greenville, Pennsylvania 18041, hereinafter called the "Grantee."

WITNESSETH, that the said Grantors for and in consideration of the sum of One Dollar (\$1.00) to Grantors in hand paid and other good and valuable considerations, have granted and by these presents do grant, bargain, sell and convey to Grantee, its successors and assigns, in fee simple:

ALL THAT CERTAIN right-of-way situate in Upper Hanover Township, Montgomery County, Pennsylvania, being shown as a portion of right-of-way more fully described in Exhibit "A" which is attached hereto and incorporated herein by reference.

TOGETHER with the free use, liberty and privilege upon the hereinabove described lands,

with full rights of ingress and egress for all lawful purposes of Grantee, as well as the right in the sole discretion of the Grantee to excavate within the limits of the said right-of-way for the purpose of maintenance, repair, installation, placement, removal, etc. of any and all parts or portions of said right-of-way and any necessary public improvements hereafter constructed within the said rights-of-way or easement.

TO HAVE AND TO HOLD all and singular the privileges aforesaid unto the said Grantee to and for only the proper use and behoof of the said Grantee, its successors and assigns forever, as and for a public road and the installation of public utilities and related public services, including but not limited to sanitary and storm water sewers, water mains, street lights, electrical and gas service and cable television lines, etc.

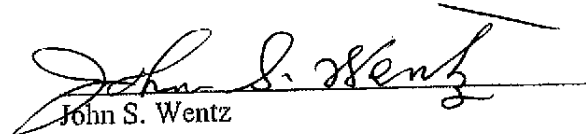
AND THE SAID GRANTORS, for themselves, their successors and assigns, by these presents, covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantors nor their successors and assigns, shall nor will at any time hereafter ask, demand, or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading of the said street to the grade as now established by Grantee, and if such grade shall not be established at the day of the date of these presents that neither the said Grantors, nor their successors and assigns, shall nor will at any time hereafter ask, demand, recover or receive any such damage by reason of the physical grading of said street to conform to the grade as first established or confirmed by the said Grantee.

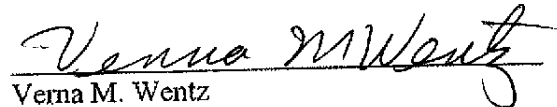
AND THE SAID GRANTORS, for themselves, their successors and assigns, do by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that they, the said Grantors, their successors and assigns, the said lot of ground above-described and

granted or mentioned, and intended so to be, unto the said Grantee, its successors and assigns, against them, the said Grantors, their successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, them, or any of them, shall and will warrant and forever defend.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be properly executed the date and year first above written.

GRANTORS:



John S. Wentz


Verna M. Wentz

COMMONWEALTH OF PENNSYLVANIA :
 :
 : SS
 COUNTY OF MONTGOMERY :

On this 30th day of December, A.D., 2011, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared JOHN S. WENTZ, known or proven to me to be the owner of the land herein described, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereto for the uses and purposes therein contained and that he desires the same might be recorded as such.

WITNESS, my hand and notarial seal the day and year first above written.


 Notary Public
 COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 EVA A. FABIANI, Notary Public
 Upper Hanover Twp., Montgomery County
 My Commission Expires November 4, 2014

COMMONWEALTH OF PENNSYLVANIA :
 :
 : SS
 COUNTY OF MONTGOMERY :

On this 30th day of December, A.D., 2011, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared VERA M. WENTZ, known or proven to me to be the owner of the land herein described, and that she executed the foregoing instrument for the purposes therein contained by signing her name thereto for the uses and purposes therein contained and that she desires the same might be recorded as such.

WITNESS, my hand and notarial seal the day and year first above written.



 Notary Public
 COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 EVA A. FABIANI, Notary Public
 Upper Hanover Twp., Montgomery County
 My Commission Expires November 4, 2014

EXHIBIT "A"

LEGAL DESCRIPTION

**BARRY ISETT & ASSOCIATES, INC.**

Consulting Engineers & Surveyors

www.barryisett.com

85 S. Route 100 & Kressler Lane
P.O. Box 147
Trexlerstown, PA 18087-0147

610 • 398 • 0904

(Fax: 610 • 481 • 9098)

March 9, 2010

BIA #1000508.001

LAND DESCRIPTION

Stauffer Road Relocation
50-foot Right-of-Way

ALL THAT CERTAIN tract of land situated in Upper Hanover Township, Montgomery County, Pennsylvania, being known as the 50-foot right-of-way for the relocated Stauffer Road, to be dedicated to Upper Hanover Township, as shown on and described in accordance with the attached Exhibit - 1A, Exhibit - 1B, and Exhibit - 1C – Stauffer Road Right-of-Way - Stauffer Road Relocation, prepared by Barry Isett & Associates, Inc., dated February 19, 2010, as follows:

COMMENCING at the intersection of the centerline of Route 29 – Gravel Pike (S. R. 0029, 50-foot legal right-of-way) and the proposed centerline of the relocated Stauffer Road (50-foot right-of-way); thence along said centerline of Route 29 – Gravel Pike, North 53 degrees 46 minutes 47 seconds West, 74.58 feet; thence crossing the northerly half of the legal right-of-way of Route 29 – Gravel Pike, North 36 degrees 13 minutes 13 seconds East, 25.00 feet to the northerly legal right-of-way line and the POINT OF BEGINNING of the lands to be described; thence through the lands of John S. and Verna M. Wentz, the grantors herein, and along the proposed westerly right-of-way line of the relocated Stauffer Road, as shown on the aforesaid attached Exhibit - 1A, Exhibit - 1B, and Exhibit - 1C – Stauffer Road Right-of-Way - Stauffer Road Relocation, the following six (6) courses and distances:

- (1) Along a circular curve to the left, having a radius of 50.00 feet and a central angle of 88 degrees 41 minutes 04 seconds, the arc length of 77.39 feet (chord bearing of North 81 degrees 52 minutes 41 seconds East, 69.89 feet);
 - (2) Along a circular curve to the right, having a radius of 1,525.00 feet and a central angle of 03 degrees 09 minutes 52 seconds, the arc length of 84.23 feet (chord bearing of North 39 degrees 07 minutes 05 seconds East, 84.22 feet);
 - (3) North 40 degrees 42 minutes 02 seconds East, 562.83 feet;
 - (4) Along a circular curve to the left, having a radius of 175.00 feet and a central angle of 33 degrees 39 minutes 55 seconds, the arc length of 102.82 feet (chord bearing of North 23 degrees 52 minutes 04 seconds East, 101.35 feet);
 - (5) North 07 degrees 02 minutes 07 seconds East, 47.39 feet;
 - (6) South 82 degrees 57 minutes 53 seconds East, 8.50 feet;
- thence crossing the legal right-of-way of the existing Stauffer Road, South 82 degrees 57 minutes 53 seconds East, 33.00 feet;

thence continuing through the aforesaid lands of John S. and Verna M. Wentz and along the proposed easterly right-of-way line of the relocated Stauffer Road, the following six (6) courses and distances:

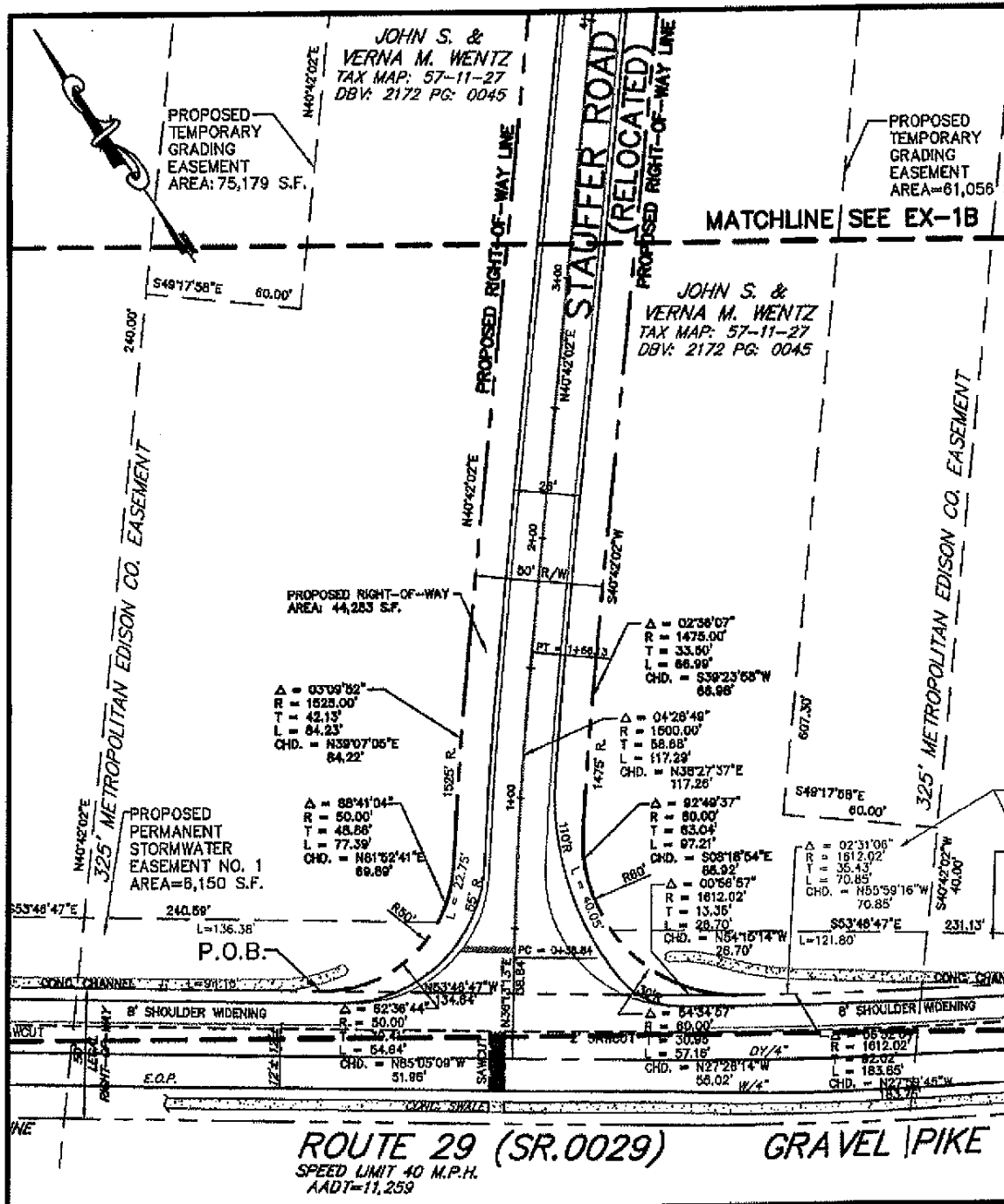
- (1) South 82 degrees 57 minutes 53 seconds East, 8.50 feet;
 - (2) South 07 degrees 02 minutes 07 seconds West, 47.39 feet
 - (3) Along a circular curve to the right, having a radius of 225.00 feet and a central angle of 33 degrees 39 minutes 55 seconds, the arc length of 132.20 feet (chord bearing of South 23 degrees 52 minutes 04 seconds West, 130.31 feet);
 - (4) South 40 degrees 42 minutes 02 seconds West, 562.83 feet;
 - (5) Along a circular curve to the left, having a radius of 1,475.00 feet and a central angle of 02 degrees 36 minutes 07 seconds, the arc length of 66.99 feet (chord bearing of South 39 degrees 23 minutes 58 seconds West, 66.98 feet);
 - (6) Along a circular curve to the left, having a radius of 60.00 feet and a central angle of 92 degrees 49 minutes 37 seconds, the arc length of 97.21 feet (chord bearing of South 08 degrees 18 minutes 54 seconds East, 86.92 feet;
- thence along the aforesaid northerly legal right-of-way line of Route 29 – Gravel Pike, the following two (2) courses and distances:
- (1) Along a circular curve to the right, having a radius of 1,612.02 feet and a central angle of 00 degrees 56 minutes 57 seconds, the arc length of 26.70 feet (chord bearing of North 54 degrees 15 minutes 14 seconds West, 26.70 feet);
 - (2) North 53 degrees 46 minutes 47 seconds West, 134.64 feet to the POINT OF BEGINNING.

CONTAINING: 44,283 Square Feet.

BEING A PORTION of that tract, which Katie G. Geissinger, by deed dated April 26, 1951, recorded in Deed Book Volume 2172, page 45, granted to John S. Wentz and Verna M. Wentz.


SUBJECT TO any and all easements of record.

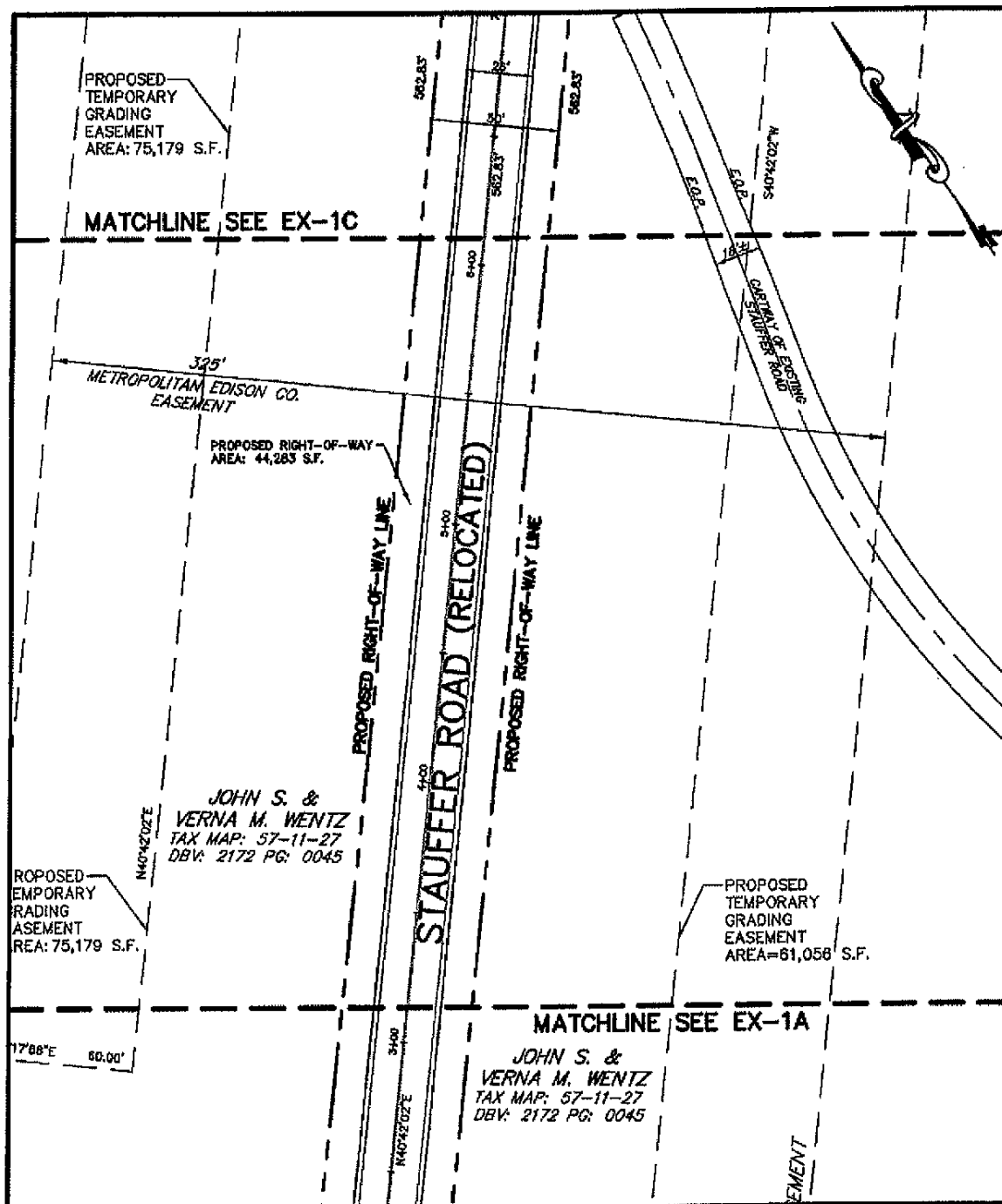
\\work\Land_Serv\TOWN\Projects\2008\1000508_001\docs\LD\StaufferRoad_ROW-LD-tjs.doc(vea)



0 60' 120' 180'
SCALE: 1"=60'


EXHIBIT - 1A

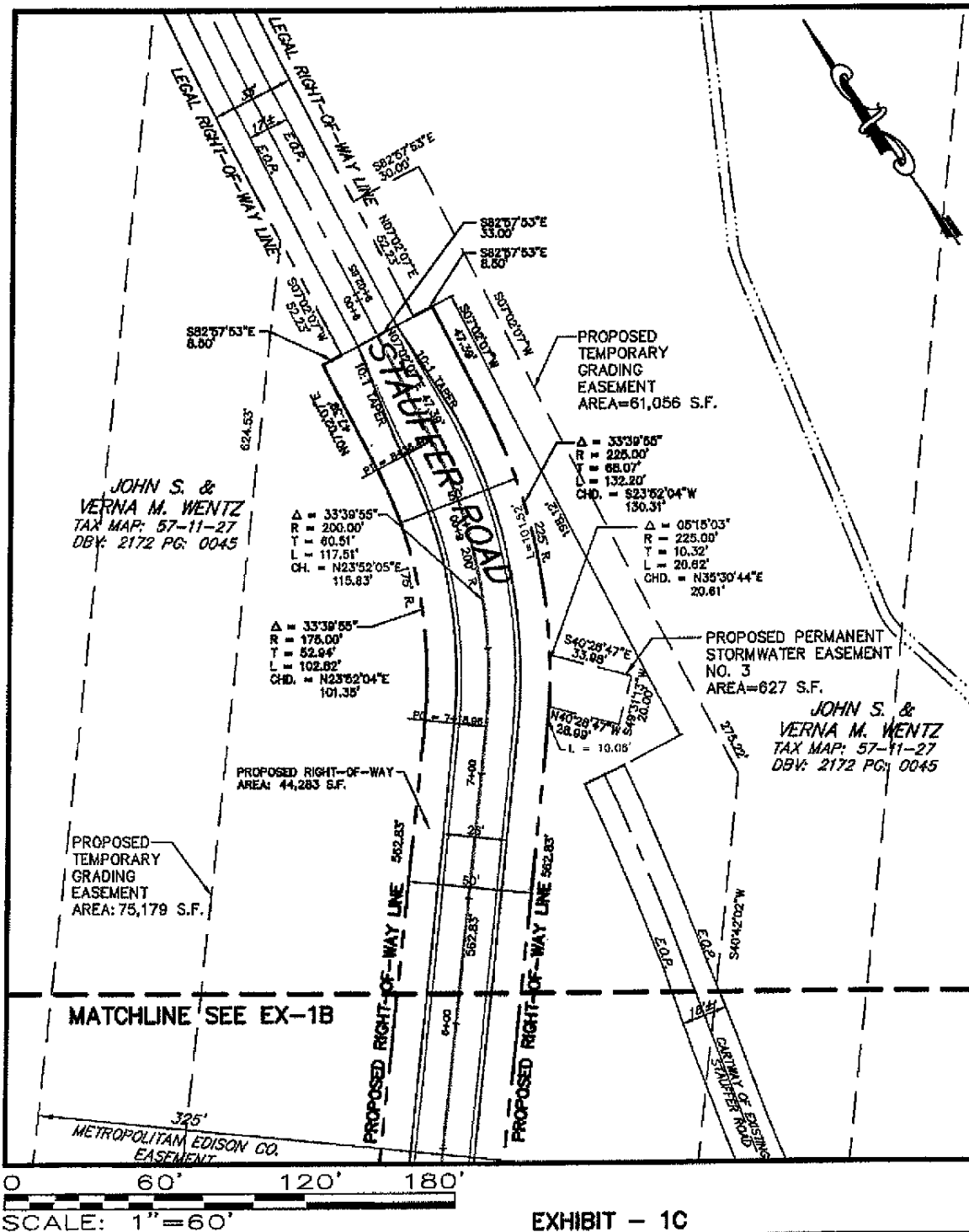
 BARRY ISETT & ASSOCIATES, INC. Consulting Engineers & Surveyors Trexlertown, PA 18087-0147 610-388-0904 www.barryissett.com	STAUFFER ROAD RIGHT-OF-WAY		JOB NO. 1000508.001
	STAUFFER ROAD RELOCATION		DATE 02/19/10
	UPPER HANOVER TOWNSHIP		BY RPK
	MONTGOMERY COUNTY, PA		NO. EX-1A




0 60' 120' 180'
SCALE: 1"=60'

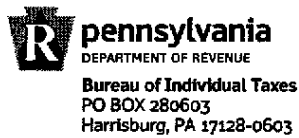
EXHIBIT - 1B

 BARRY ISETT & ASSOCIATES, INC. Consulting Engineers & Surveyors Traxletown, PA 18087-0147 610-398-0904 www.barryissett.com	STAUFFER ROAD RIGHT-OF-WAY		JOB NO. 1000508.001
	STAUFFER ROAD RELOCATION		DATE 02/19/10
	UPPER HANOVER TOWNSHIP		BY RPK
	MONTGOMERY COUNTY, PA		HL EX-1B



	BARRY ISETT & ASSOCIATES, INC. Consulting Engineers & Surveyors Trexlerstown, PA 18057-0147 610-395-0904 www.barryissett.com	STAUFFER ROAD RIGHT-OF-WAY STAUFFER ROAD RELOCATION UPPER HANOVER TOWNSHIP MONTGOMERY COUNTY, PA	JOB NO. 1000508.001 DATE 02/19/10 BY RPK NO. EX-1C

REV-183 EX (04-10)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	5823
Page Number	2973
Date Recorded	1-3-12

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	Steven English	Telephone Number	610 323-3316
Mailing Address	224 King St	City	Pottstown
		State	PA
		ZIP Code	19404

B. TRANSFER DATA**C. Date of Acceptance of Document**

Grantor(s)/Lessor(s)	John S. & Veron M. Wenger	Grantee(s)/Lessee(s)	Upper Merion Township
Mailing Address	1305 Scatter Rd	Mailing Address	1704 Pillsbury Rd
City	Palm	City	East Greenville
State	PA	State	PA
ZIP Code	19070	ZIP Code	18041

D. REAL ESTATE LOCATION

Street Address	Scatter Rd	City, Township, Borough	Upper Merion Township
County	Montgomery	School District	Upper Merion
		Tax Parcel Number	57-00-0000-000

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

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
\$ 1.00	+ 0	= \$ 1.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
not assessed	X 1.72	= not assessed

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
100%	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
[Signature]	1/4/12

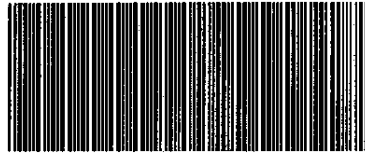
FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



**RECORDER OF DEEDS
MONTGOMERY COUNTY**
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5823 PG 02984 to 02996.1
INSTRUMENT # : 2012000785
RECORDED DATE: 01/04/2012 01:07:27 PM



2656682-0007Z

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 14

Document Type: Easement Document Date: 12/30/2011 Reference Info:	Transaction #: 2587353 - 2 Doc(s) Document Page Count: 12 Operator Id: shirellewatkins
--	---

RETURN TO: (Mail) EDWARD A. SKYPALA 224 KING ST POTTSTOWN, PA 19464	PAID BY: EDWARD A SKYPALA
---	-------------------------------------

*** PROPERTY DATA:**
Parcel ID #: 57-00-01180-00-5
Address: 1305 STAUFFER RD

PALM PA
18070
Municipality: Upper Hanover Township (100%)
School District: Upper Perkiomen

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1.00 FEES / TAXES: Recording Fee:Easement \$65.00 Additional Pages Fee \$16.00 Affidavit Fee \$1.50 Affordable Housing Pages \$16.00 Total: \$98.50	DEED BK 5823 PG 02984 to 02996.1 Recorded Date: 01/04/2012 01:07:27 PM
---	---

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



Nancy J. Becker
Recorder of Deeds

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.

RECORDED OF DEEDS
MONTGOMERY COUNTY

2012 JAN -4 PM 12: 54

Prepared By:

Steven J. English, Esquire
The Law Offices of Edward A. Skypala
224 King Street
Pottstown, PA 19464

Return To:

Steven J. English, Esquire
The Law Offices of Edward A. Skypala
224 King Street
Pottstown, PA 19464

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
57-00-01180-00-5 UPPER HANOVER
1305 STAUFFER RD
WENTZ JOHN S & VERNA M \$10.00
B 011 U 027 L 0319 DATE: 01/04/2012 JO

Parcel No. 57-00-01180-005

STORMWATER EASEMENT

THIS INSTRUMENT, made this 30th day of December, A.D., 2011, by and between JOHN S. & VERNA M. WENTZ, individuals with an address at 1305 Stauffer Road, Palm, Pennsylvania 18070, hereinafter referred to as the "Grantors," and UPPER HANOVER TOWNSHIP, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 1704 Pillsbury Road, P.O. Box 27, East Greenville, Pennsylvania 18041, hereinafter called the "Grantee."

WITNESSETH, that the said Grantors for and in consideration of the sum of One Dollar (\$1.00) to Grantors in hand paid and other good and valuable considerations, have granted and by these presents do grant, bargain, sell and convey to Grantee, its successors and assigns, a non-exclusive, perpetual easement (hereinafter referred to as the "Easement") over, under and across certain parcels of land being more fully described in Exhibit "A" which is attached hereto and incorporated herein by reference, of which the Grantors are the record owner.

TO HAVE AND TO HOLD all and singular the privileges aforesaid unto the said Grantee

to and for only the proper use and behoof of the said Grantee, its successors and assigns forever, as and for the purpose of allowing Grantee to enter, and have its employees, agents and contractors enter upon the area encumbered by the Easement for activities related to the installation, construction, connection, maintenance, repair and removal of storm sewer and related facilities and improvements thereon and/or for the discharge of stormwater thereupon.

AND THE SAID GRANTORS, for themselves, their successors and assigns, by these presents, covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantors nor their successors and assigns, shall nor will at any time hereafter ask, demand, or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the installation, construction, connection, maintenance, repair and removal of storm sewer and related facilities and improvements of storm sewer facilities and improvements thereon.

AND THE SAID GRANTORS, for themselves, their successors and assigns, do by these presents further covenant, promise and agree to and with the said Grantee, their successors and assigns, that it, the said Grantors, their successors and assigns, the said tract of ground above-described and granted or mentioned, and intended so to be, unto the said Grantee, its successors and assigns, against them, the said Grantors, their successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, them, or any of them, shall and will warrant and forever defend.

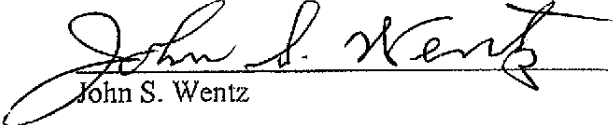
AND FURTHER, the within grant is made under and subject to the following conditions and provisions, which shall be covenants binding on Grantee, its successors and assigns, unless and until the Easement has been expressly abandoned, extinguished, relinquished or terminated and evidence thereof has been filed in the Office of the Recorder of Deeds in and for Montgomery

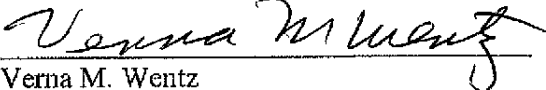
County, Pennsylvania to wit:

1. The Easement shall not be altered, modified, amended, abandoned, extinguished, relinquished or terminated beyond its own terms except by a written instrument in reportable form, duly executed by the Grantors and Grantee, or their respective successors or assigns having authority to do so.
2. The Easement granted hereunder shall run with the land and shall bind and benefit all future owners of any interest in real estate which is burdened or benefitted hereby.
3. The Easement shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania.
4. This Easement shall be recorded in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be properly executed the date and year first above written.

GRANTORS:


John S. Wentz


Verna M. Wentz

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this 30th day of December, A.D., 2011, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared JOHN S. WENTZ, known or proven to me to be the owner of the land herein described, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereto for the uses and purposes therein contained and that he desires the same might be recorded as such.

WITNESS, my hand and notarial seal the day and year first above written.

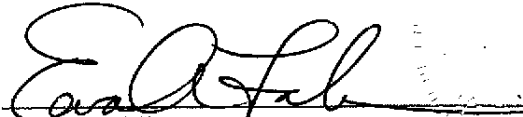

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
EVA A. FABIANI, Notary Public
Upper Hanover Twp., Montgomery County
My Commission Expires November 4, 2014

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this 30th day of December, A.D., 2011, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared VERNA M. WENTZ, known or proven to me to be the owner of the land herein described, and that she executed the foregoing instrument for the purposes therein contained by signing her name thereto for the uses and purposes therein contained and that she desires the same might be recorded as such.

WITNESS, my hand and notarial seal the day and year first above written.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
EVA A. FABIANI, Notary Public
Upper Hanover Twp., Montgomery County
My Commission Expires November 4, 2014

EXHIBIT "A"

DESCRIPTION OF THE EASEMENT AREAS

**BARRY ISETT & ASSOCIATES, INC.**

Consulting Engineers & Surveyors

www.barryisett.com

85 S. Route 100 & Kressler Lane
P.O. Box 147
Trexlerstown, PA 18087-0147

610 • 398 • 0904

(Fax: 610 • 481 • 9098)

March 9, 2010
BIA #1000508.001

LAND DESCRIPTION

Stauffer Road Relocation
Permanent Stormwater Easement – No. 1

ALL THAT CERTAIN tract of land situated in Upper Hanover Township, Montgomery County, Pennsylvania, being known as a permanent stormwater easement for the relocated Stauffer Road, as shown on and described in accordance with the attached Exhibit – 4 - Permanent Stormwater Easement – No. 1 - Stauffer Road Relocation, prepared by Barry Isett & Associates, Inc., dated February 19, 2010, as follows:

COMMENCING at the intersection of the centerline of Route 29 – Gravel Pike (S. R. 0029, 50-foot legal right-of-way) and the proposed centerline of the relocated Stauffer Road (50-foot right-of-way), thence along said centerline of the relocated Stauffer Road, the following two (2) courses and distances:

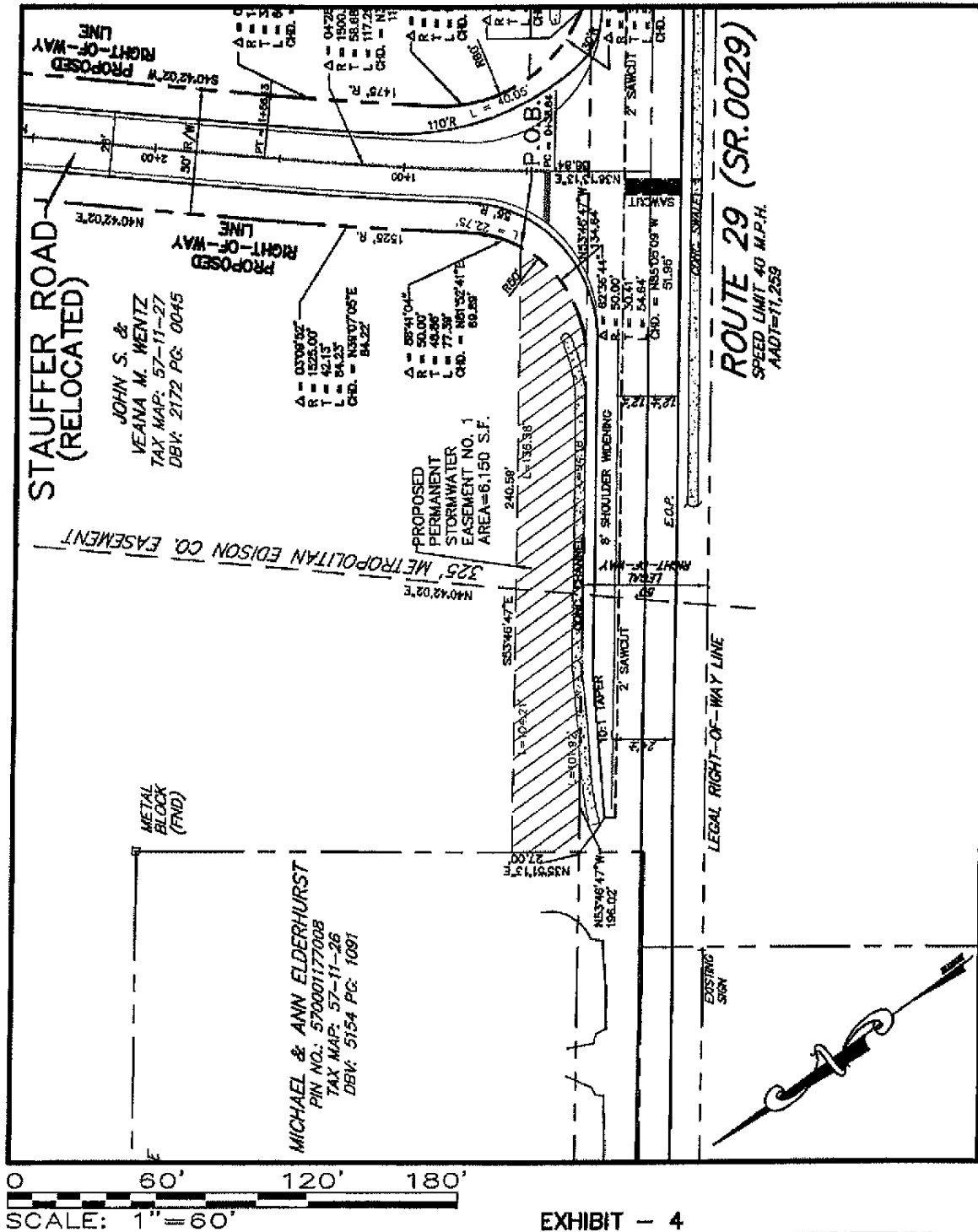
(1) North 36 degrees 13 minutes 13 seconds East, 38.84 feet;
(2) Along a circular curve to the right, having a radius of 1,500.00 feet and a central angle of 00 degrees 29 minutes 34 seconds, the arc length of 12.90 feet (chord bearing of North 36 degrees 28 minutes 00 seconds East, 12.90 feet);
thence crossing the proposed westerly half of the right-of-way of the relocated Stauffer Road, North 53 degrees 17 minutes 13 seconds West, 30.25 feet to the proposed westerly right-of-way line and the POINT OF BEGINNING of the lands to be described; thence along said proposed westerly right-of-way line of the relocated Stauffer Road, as shown on the aforesaid attached Exhibit – 4 - Permanent Stormwater Easement – No. 1 - Stauffer Road Relocation, along a circular curve to the right, having a radius of 50.00 feet and a central angle of 62 degrees 36 minutes 44 seconds, the arc length of 54.64 feet (chord bearing of North 85 degrees 05 minutes 09 seconds West, 51.96 feet); thence along the northerly legal right-of-way line of Route 29 – Gravel Pike, North 53 degrees 46 minutes 47 seconds West, 196.02 feet; thence along the lands of Michael and Ann Elderhurst, North 35 degrees 51 minutes 13 seconds East, 27.00 feet; thence through the lands of John S. and Verna M. Wentz, the grantors herein, South 53 degrees 46 minutes 47 seconds East, 240.59 feet to the POINT OF BEGINNING.


CONTAINING: 6,150 Square Feet.

BEING A PORTION of that tract, which Katie G. Geissinger, by deed dated April 26, 1951, recorded in Deed Book Volume 2172, page 45, granted to John S. Wentz and Verna M. Wentz.

SUBJECT TO any and all easements of record.

\\work\\land_serv\\TTOWN\\Projects\\2008\\1000508_001\\docs\\LD\\Stauffer-StormWaterEase-No-1-LD-tjs.doc(vea)



	BARRY ISETT & ASSOCIATES, INC. Consulting Engineers & Surveyors Trederstown, PA 18087-0147 610-398-0904 www.barryissett.com	PERMANENT STORMWATER EASEMENT-NO. 1 STAUFFER ROAD RELOCATION UPPER HANOVER TOWNSHIP MONTGOMERY COUNTY, PA	JOB NO. 1000508.001 DATE 02/19/10 BY RPK RD. EX-4

**BARRY ISETT & ASSOCIATES, INC.**

Consulting Engineers & Surveyors

www.barryisett.com

85 S. Route 100 & Kressler Lane
P.O. Box 147
Trexlerstown, PA 18087-0147

610 • 398 • 0904
(Fax: 610 • 481 • 9098)

March 9, 2010
BIA #1000508.001

LAND DESCRIPTION

Stauffer Road Relocation
Permanent Stormwater Easement – No. 2

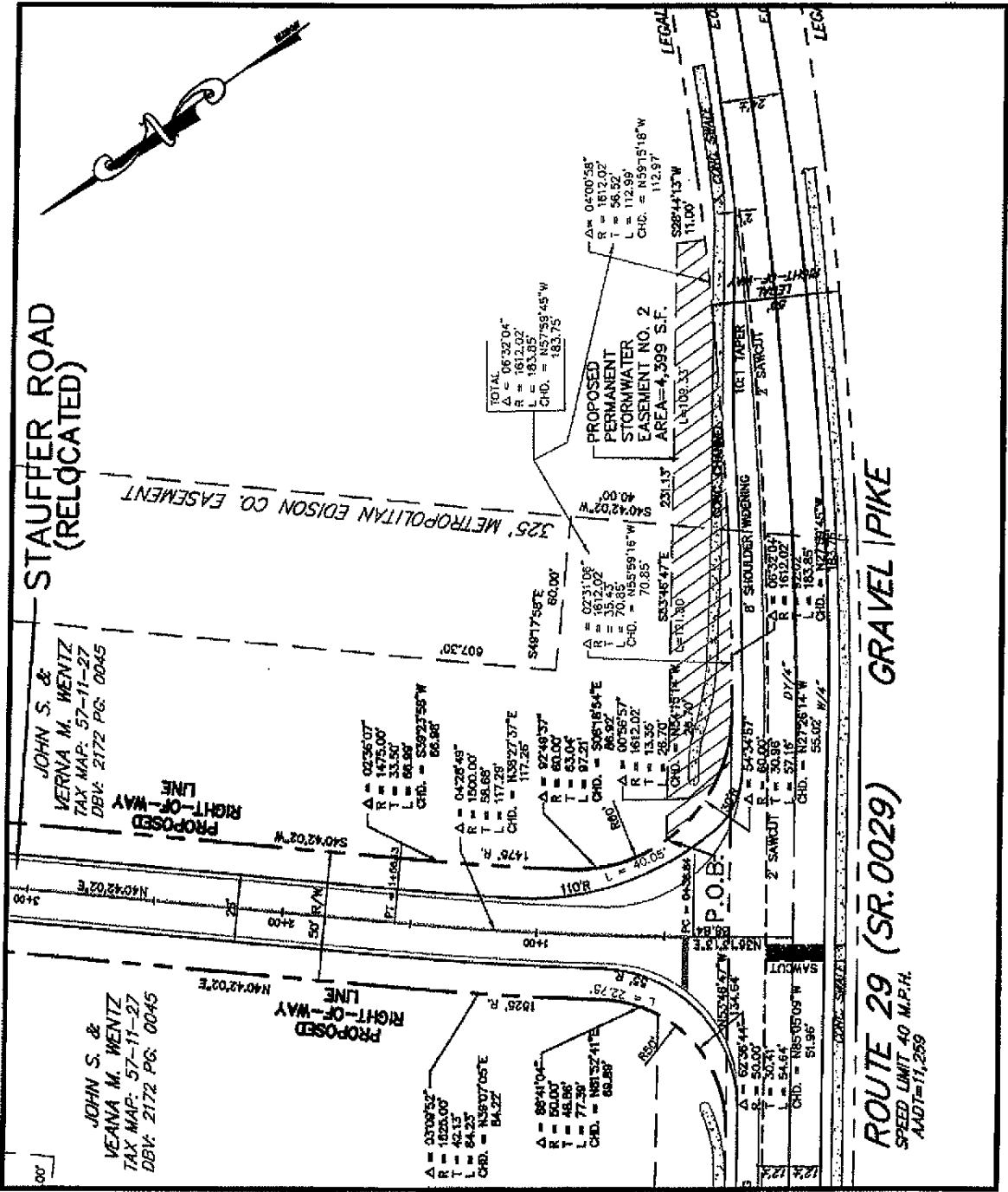
ALL THAT CERTAIN tract of land situated in Upper Hanover Township, Montgomery County, Pennsylvania, being known as a permanent stormwater easement for the relocated Stauffer Road, as shown on and described in accordance with the attached Exhibit – 5 - Permanent Stormwater Easement – No. 2 - Stauffer Road Relocation, prepared by Barry Isett & Associates, Inc., dated February 19, 2010, as follows:

COMMENCING at the intersection of the centerline of Route 29 – Gravel Pike (S. R. 0029, 50-foot legal right-of-way) and the proposed centerline of the relocated Stauffer Road (50-foot right-of-way), thence along said centerline of the relocated Stauffer Road, the following two (2) courses and distances:

- (1) North 36 degrees 13 minutes 13 seconds East, 38.84 feet;
- (2) Along a circular curve to the right, having a radius of 1,500.00 feet and a central angle of 00 degrees 25 minutes 23 seconds, the arc length of 11.07 feet (chord bearing of North 36 degrees 25 minutes 54 seconds East, 11.07 feet);

thence crossing the easterly half of the right-of-way of the relocated Stauffer Road, South 53 degrees 21 minutes 24 seconds East, 37.41 feet to the proposed easterly right-of-way line and the POINT OF BEGINNING of the lands to be described; thence through the lands of John S. and Verna M. Wentz, as shown on the aforesaid attached Exhibit – 5 - Permanent Stormwater Easement – No. 2 - Stauffer Road Relocation, the following two (2) courses and distances:

- (1) South 53 degrees 46 minutes 47 seconds East, 231.13 feet;
 - (2) South 28 degrees 44 minutes 13 seconds West, 11.00 feet;
- thence along the northerly legal right-of-way line of Route 29 – Gravel Pike, along a circular curve to the right, having a radius of 1,612.02 feet and a central angle of 06 degrees 32 minutes 04 seconds, the arc length of 183.85 feet (chord bearing of North 57 degrees 59 minutes 45 seconds West, 183.75 feet);
- thence along the aforesaid proposed easterly right-of-way line of the relocated Stauffer Road, along a circular curve to the right, having a radius of 60.00 feet and a central angle of 54 degrees 34 minutes 57 seconds, the arc length of 57.16 feet (chord bearing of North 27 degrees 26 minutes 14 seconds West, 55.02 feet) to the POINT OF BEGINNING.



0 60' 120' 180'		EXHIBIT - 5	
SCALE: 1"=60'			
	BARRY ISETT & ASSOCIATES, INC.		JOB NO.
	Consulting Engineers & Surveyors		1000508.001
	Trexlerstown, PA 18087-0147		DATE
	610-388-0004 www.barryisett.com		02/19/10
		PERMANENT STORMWATER EASEMENT-NO. 2	
		STAUFFER ROAD RELOCATION	
		UPPER HANOVER TOWNSHIP	
		MONTGOMERY COUNTY, PA	
		BY	RPK
		NO.	EX-5

**BARRY ISETT & ASSOCIATES, INC.**

Consulting Engineers & Surveyors

www.barryisett.com

85 S. Route 100 & Kressler Lane
P.O. Box 147
Trexlerstown, PA 18087-0147

610 • 398 • 0904

(Fax: 610 • 481 • 9098)

March 9, 2010
Revised July 29, 2010
BIA #1000508.001

LAND DESCRIPTION

**Stauffer Road Relocation
Permanent Stormwater Easement – No. 3**

ALL THAT CERTAIN tract of land situate in Upper Hanover Township, Montgomery County, Pennsylvania, being known as a permanent stormwater easement for the relocated Stauffer Road, as shown on and described in accordance with the attached Exhibit – 6 - Permanent Stormwater Easement – No. 3 - Stauffer Road Relocation, prepared by Barry Isett & Associates, Inc., dated February 19, 2010, and last revised July 29, 2010, as follows:

COMMENCING at the intersection of the centerline of Route 29 – Gravel Pike (S. R. 0029, 50-foot legal right-of-way) and the proposed centerline of the relocated Stauffer Road (50-foot right-of-way), thence along said centerline of the relocated Stauffer Road, the following three (3) courses and distances:

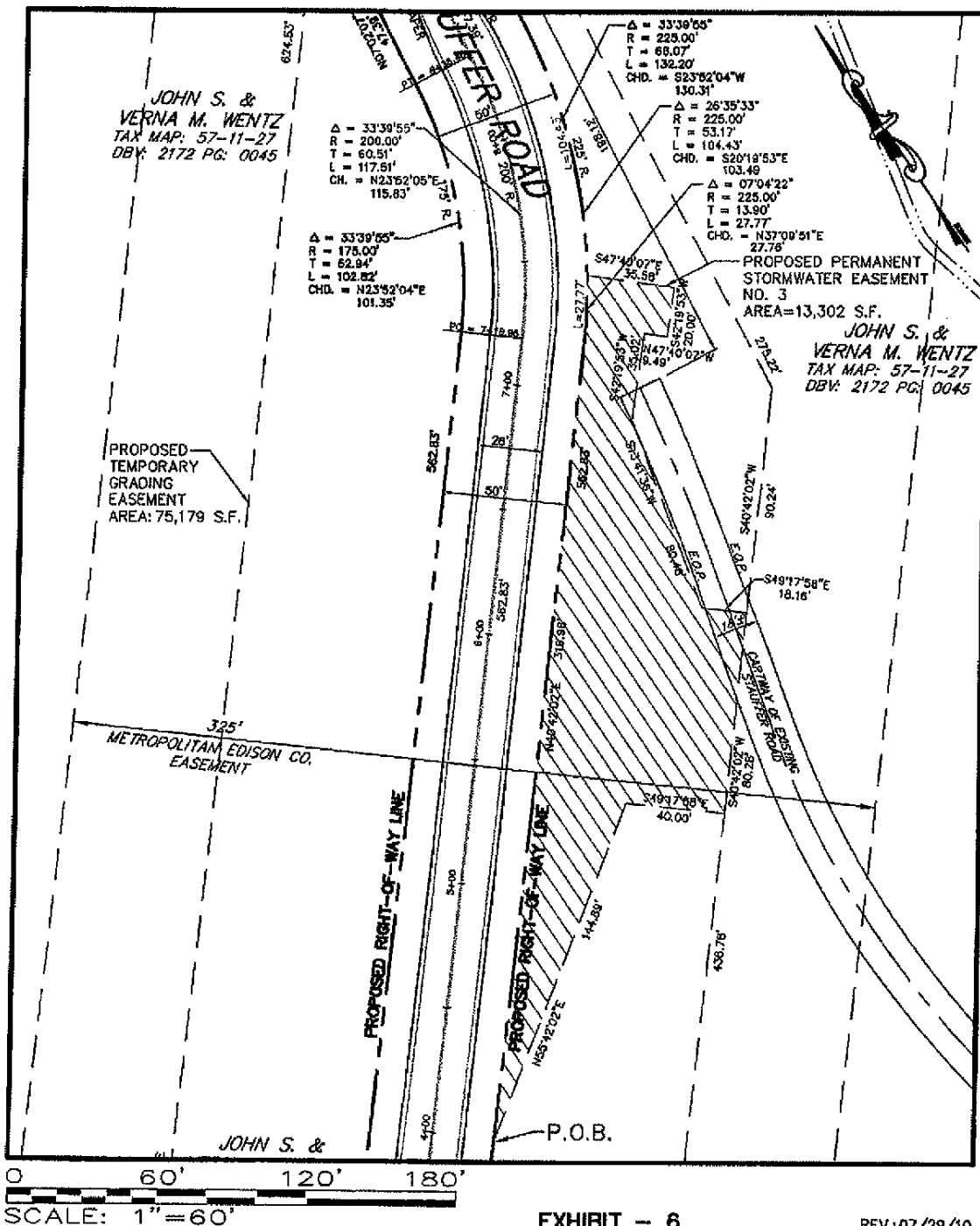
- (1) North 36 degrees 13 minutes 13 seconds East, 38.84 feet;
- (2) Along a circular curve to the right, having a radius of 1,500.00 feet and a central angle of 04 degrees 28 minutes 49 seconds, the arc length of 117.29 feet (chord bearing of North 38 degrees 27 minutes 37 seconds East, 117.26 feet);
- (3) North 40 degrees 42 minutes 02 seconds East, 242.86 feet;


thence crossing the proposed easterly half of the right-of-way of the relocated Stauffer Road, South 49 degrees 17 minutes 58 seconds East, 25.00 feet to the proposed easterly right-of-way line and the POINT OF BEGINNING of the lands to be described; thence along said proposed easterly right-of-way line of the relocated Stauffer Road, as shown on the aforesaid attached Exhibit – 6 - Permanent Stormwater Easement – No. 3 - Stauffer Road Relocation, the following two (2) courses and distances:

- (1) North 40 degrees 42 minutes 02 seconds East, 319.98 feet;
- (2) Along a circular curve to the left, having a radius of 225.00 feet and a central angle of 07 degrees 04 minutes 22 seconds, the arc length of 27.77 feet (chord bearing of North 37 degrees 09 minutes 51 seconds East, 27.76 feet);

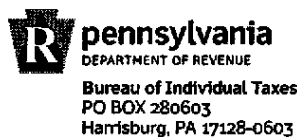
thence through the lands of John S. and Verna M. Wentz, the grantors herein, the following eight (8) courses and distances:

- (1) South 47 degrees 40 minutes 07 seconds East, 35.58 feet;
- (2) South 42 degrees 19 minutes 53 seconds West, 20.00 feet;
- (3) North 47 degrees 40 minutes 07 seconds West, 9.49 feet;



	BARRY ISETT & ASSOCIATES, INC. Consulting Engineers & Surveyors		PERMANENT STORMWATER EASEMENT-NO. 3		JOB NO. 1000508.001
	Trexliertown, PA 18087-0147		STAUFFER ROAD RELOCATION		DATE 02/19/10
	510-398-0804 www.barryisett.com		UPPER HANOVER TOWNSHIP		BY RPK
			MONTGOMERY COUNTY, PA		NO. EX-6

REV-183 EX (04-10)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	5823
Page Number	2984
Date Recorded	1-3-12

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: Steven English Telephone Number: 610 323-3306
Mailing Address: 224 King St City: Pottstown State: PA ZIP Code: 19404

B. TRANSFER DATA

Grantor(s)/Lessor(s): John S & Verna M Wentz
Mailing Address: 1365 Stauffer Rd
City: Blm State: PA ZIP Code: 18070

C. Date of Acceptance of Document

Grantee(s)/Lessee(s): Upper Merion Township
Mailing Address: 1704 Pillsbury Rd
City: East Greenville State: PA ZIP Code: 18041

D. REAL ESTATE LOCATION

Street Address: Stauffer Rd City, Township, Borough: Upper Merion Township
County: Montgomery School District: Upper Merion Tax Parcel Number: 57-00-01180-005 (PA 401)

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

1. Actual Cash Consideration <u>\$1.00</u>	2. Other Consideration <u>+ 0</u>	3. Total Consideration <u>= \$1.00</u>
4. County Assessed Value <u>\$224,920 (part of)</u>	5. Common Level Ratio Factor <u>x 1.72</u>	6. Fair Market Value <u>= \$386,862 (part of)</u>

F. EXEMPTION DATA

1a. Amount of Exemption Claimed <u>100%</u>	1b. Percentage of Grantor's Interest in Real Estate <u>100%</u>	1c. Percentage of Grantor's Interest Conveyed <u>100%</u>
--	--	--

Check Appropriate Box Below for Exemption Claimed.

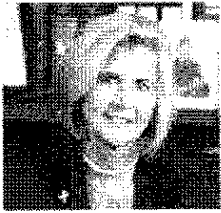
- ☐ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended 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

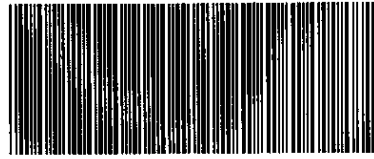
FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



**RECORDER OF DEEDS
MONTGOMERY COUNTY**
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5849 PG 00349 to 00353.1
INSTRUMENT # : 2012094757
RECORDED DATE: 09/21/2012 02:18:59 PM



2793121-0009R

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 6

Document Type: Deed	Transaction #: 2744785 - 2 Doc(s)
Document Date: 05/21/2012	Document Page Count: 4
Reference Info:	Operator Id: joegale

RETURN TO: (Pickup)
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
7000 GEERDES BLVD
KING OF PRUSSIA, PA 19406-152

PAID BY:
COMMONWEALTH OF PENNSYLVANIA

*** PROPERTY DATA:**

Parcel ID #: 57-00-01180-00-5
Address: 855 GRAVEL PIKE

Municipality: PALM PA
18070
Upper Hanover Township
(100%)
School District: Upper Perkiomen

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1.00

FEES / TAXES:

Recording Fee: Deed	\$65.00
Affidavit Fee	\$1.50
Misc Fee	\$0.50
Total:	\$67.00

DEED BK 5849 PG 00349 to 00353.1
Recorded Date: 09/21/2012 02:18:59 PM

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



Nancy J. Becker
Recorder of Deeds

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.

RECORDER OF DEEDS
MONTGOMERY COUNTY

Prepared By: Pennsylvania Department of Transportation
7000 Geerdes Boulevard
King of Prussia, PA 19406

2012 SEP 21 PM 2:14

Return To: Pennsylvania Department of Transportation
Attn: Stephen Anthony
7000 Geerdes Boulevard
King of Prussia, PA 19406

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
57-00-01180-00-5 UPPER HANOVER
855 GRAVEL PIKE
WENTZ JOHN S & VERNA M
B 011 U 027 L 0319 DATE: 09/20/2012

\$10.00
JG

Site Location: Tax Parcel No. 57-00-01180-00-5

RW-317F (7/07)
18-K-560

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**



ROW OFFICE PROJ. NO.	060260
COUNTY	Montgomery
S.R. - SECTION	0029-02B
MUNICIPALITY	Upper Hanover Township
PARCEL NO.	7
CLAIM NO.	4601457000
CLAIMANT	John S. & Verna M. Wentz, H/W

DEED
(Fee Simple)

THIS INDENTURE, made May 21, 2012 by John S. & Verna M. Wentz, H/W owner(s) of property affected by the construction or improvement of the above mentioned State Route, their heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the GRANTOR will convey in fee simple and such other estate(s) as designated, if any, to the COMMONWEALTH the property or portion thereof required by the COMMONWEALTH,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the GRANTOR does hereby grant and convey to the COMMONWEALTH

☐ In fee simple the premises described by metes and bounds in exhibit "A".

☒ In fee simple that portion of the aforesaid premises designated as required right-of-way or as acquired in fee simple for other purposes on the plot plan attached hereto and made a part hereof; and those areas, if any, designated as required for easement purposes as identified by the plot plan and set forth below.

RW-317F (7/07)

4601457000
Claim NumberJohn S. & Verna M. Wentz
Claimant5/21/12
Date

Page 2 of 3

BEING all or a portion of the same property conveyed or devised to the GRANTOR by Deed of Katie G. Geissinger, Widow, dated April 26, 1951 and recorded in Deed Book 2172, Page 0045. This conveyance contains 0.13 Acres of Required Right-of-Way and is identified on COMMONWEALTH plans as Parcel 7, together with the improvements, hereditaments and appurtenances thereto and the GRANTOR warrants GENERALLY the property hereby conveyed.

RESERVING, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the COMMONWEALTH, from mine shafts or by means of wells located off the right-of-way.

The GRANTOR does further remise, release, quitclaim and forever discharge the COMMONWEALTH or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

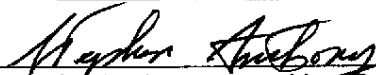
The GRANTOR does further indemnify the COMMONWEALTH against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the COMMONWEALTH.

Certificate of Residence

I hereby certify the Grantee's precise residence to be:

7000 Geerdes Boulevard
King of Prussia, PA 19406

Witness my hand this 21st day of MAY, 2012


Agent for the Commonwealth of Pennsylvania
Department of Transportation

RW-317F (7/07)

4601457000
Claim Number

John S. & Verna M. Wentz, H/W
Claimant

5/21/12 Page 3 of 3
Date

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

+ John S. Wentz
John S. Wentz

+ Verna M. Wentz
Verna M. Wentz

ENTITIES*

GRANTOR:

(Name of Entity)

BY: _____

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

INDIVIDUAL

STATE OF PENNSYLVANIA

COUNTY OF Montgomery

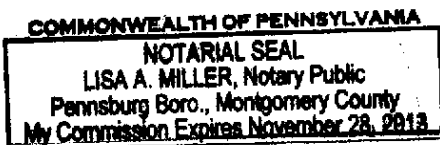
On this 21st day of May, 2012,
before me, Lisa A. Miller,
the undersigned officer, personally appeared
John S. and Verna M. Wentz

_____, known to me
(or satisfactorily proven) to be the person(s) whose
name(s) are subscribed to the within instrument,
and acknowledged that they executed the
instrument for the purposes contained in it.

In witness whereof, I hereto set my hand and official
seal.

Lisa A. Miller [Signature]
Notary [Title]

[Seal]



ENTITY

STATE OF PENNSYLVANIA

COUNTY OF _____

On this _____ day of _____, 20____,
before me, _____, the undersigned
officer, personally appeared _____
_____, who acknowledged _____ self
to be the _____ [title] of
_____ [name of entity],

and that as such _____
[title], being authorized to do so,
executed the foregoing instrument for the purposes
contained in it by signing on behalf of the entity as
_____ [title].

In witness whereof, I hereto set my hand and official seal.

_____[Signature]
_____[Title]

[Seal]

APPROVED AS TO FORM AND LEGALITY:

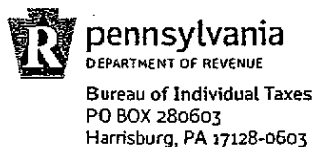
For Chief Counsel

Sean M. Concannon
Assistant Counsel, R/W

PLOTTED:06-MAR-2012 09:57



REV-183 EX (04-10)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	5849
Page Number	349
Date Recorded	9/21/12

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	PA Department of Transportation	Telephone Number:	610) 205-6521				
Mailing Address	7000 Geerdes Boulevard	City	King of Prussia	State	PA	ZIP Code	19406

B. TRANSFER DATA

Grantor(s)/Lessor(s)	JOHN S. & VERNA M. WENTZ, H/W				
Mailing Address	855 GRAVEL PIKE				
City	PALM	State	PA	ZIP Code	18070

C. Date of Acceptance of Document

Grantee(s)/Lessee(s)	Commonwealth of Pennsylvania Dept of Transportation				
Mailing Address	7000 Geerdes Boulevard				
City	King of Prussia	State	PA	ZIP Code	19406

D. REAL ESTATE LOCATION

Street Address	855 GRAVEL PIKE	City, Township, Borough	UPPER HANOVER TWP. PALM, PA		
County	MONTGOMERY	School District	UPPER PERKIMEN	Tax Parcel Number	57-00-01180-00-5

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

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
\$1.00	+	= \$1.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
N/A NOT ASSESSED	X N/A 1.72	= N/A

F. EXEMPTION DATA

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

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.) AMICABLE SETTLEMENT

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

9/21/12

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN



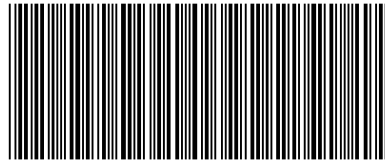
RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5914 PG 00850 to 00856.1

INSTRUMENT # : 2014032153

RECORDED DATE: 05/27/2014 03:18:43 PM



3080169-0015Q

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 8

Document Type: Easement
Document Date: 05/22/2014
Reference Info: TUHA Wentz Easement

Transaction #: 3059314 - 1 Doc(s)
Document Page Count: 6
Operator Id: estaglia

RETURN TO: (Email)

Mary Kay Frith
572 West Main Street
P.O. Box 26865
Trappe, PA 19426
610-489-9199

PAID BY:

MARY KAY FRITH

*** PROPERTY DATA:**

Parcel ID #: 57-00-01180-00-5
Address: 855 GRAVEL PIKE

PALM PA
18070
Municipality: Upper Hanover Township
(100%)
School District: Upper Perkiomen

*** ASSOCIATED DOCUMENT(S):**

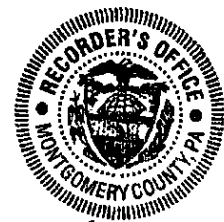
CONSIDERATION/SECURED AMT: \$1.00
TAXABLE AMOUNT: \$0.00

FEES / TAXES:

Recording Fee:Easement	\$83.00
Additional Pages Fee	\$4.00
Affidavit Fee	\$1.50
Affordable Housing Pages	\$8.00
eRecording Fee Per Doc	\$3.00
Total:	\$99.50

DEED BK 5914 PG 00850 to 00856.1
Recorded Date: 05/27/2014 03:18:43 PM

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



Nancy J. Becker
Recorder of Deeds

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: **Robert L. Brant & Associates, LLC**
572 W. Main Street
P.O. Box 26865
Trappe PA 19426

RETURN TO: **Robert L. Brant & Associates, LLC**
572 W. Main Street
P.O. Box 26865
Trappe PA 19426

PARCEL NO.: 57-00-01180-005

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
57-00-01180-00-5 UPPER HANOVER TOWNSHIP
855 GRAVEL PIKE
WENTZ JOHN S & VERNA M
B 011 L U 027 0319 05/27/2014

\$15.00
JU

GRINDER PUMP EASEMENT

GRINDER PUMP EASEMENT

THIS INDENTURE, made this 22ND day of MAY, A.D., 2014, by and between JOHN S. ^{WENTZ} & Verna M. WENTZ, individuals with an address at 855 Gravel Pike, Palm, Pennsylvania 18070, hereinafter referred to as the "Grantors," and THE UPPER HANOVER AUTHORITY, Municipal Authority organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 1704 Pillsbury Road, P.O. Box 205, East Greenville, Pennsylvania 18041, hereinafter referred to as the "Authority."

WITNESSETH, that the said Grantors for and in consideration of the sum of One Dollar (\$1.00) to Grantors in hand paid and other good and valuable considerations, have granted and by these presents do grant, bargain, sell and convey to the Authority, its successors and assigns, a non-exclusive, perpetual easement over, under and across all portions of that certain parcel of land situated in Upper Hanover Township, Montgomery County, Pennsylvania, of which the Grantors are the record owner, and which parcel has been designated as Parcel No. 57-00-01180-00-5 by the Board of Assessment Appeals of Montgomery County, Pennsylvania (hereinafter referred to as the "Easement").

TO HAVE AND TO HOLD all and singular the privileges aforesaid unto the said Authority to and for only the proper use and behoof of the said Authority, its successors and assigns forever, as and for the purpose of allowing Authority to enter, and have its employees, agents and contractors enter, upon the area encumbered by the Easement in order to perform any and all activities related to and necessary for the installation, connection, maintenance, repair, replacement and removal of a grinder pump and related sanitary sewer facilities and improvements located thereon.

AND THE SAID GRANTOR, for itself, its successors and assigns, by these presents, covenants, promises, and agrees to and with the Authority, its successors and assigns, that neither the Grantor nor its successors and assigns, shall nor will at any time hereafter ask, demand, or recover or receive of or from the Authority, its successors and assigns, any sum or sums of money as and for damages for or by reason of the installation, connection, maintenance, repair, replacement and removal of a grinder pump and/or related sanitary sewer facilities and improvements thereon.

AND THE SAID GRANTOR, for itself, its successors and assigns, does by these presents further covenant, promise and agree to and with the Authority, its successors and assigns, that it, the said Grantor, its successors and assigns, the said tract of ground above-described and granted or mentioned, and intended so to by, unto the Authority, its successors and assigns, against it, the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, them, or any of them, shall and will warrant and forever defend.

AND FURTHER, the within grant is made under and subject to the following conditions and provisions, which shall be covenants binding on the Grantor, its successors and assigns, unless and until the Easement has been expressly abandoned, extinguished, relinquished or terminated and evidence thereof has been filed in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania to wit:

1. Modification/Termination of Easement. The Easement shall not be altered, modified, amended abandoned, extinguished, relinquished or terminated beyond its own terms except by a written instrument in reportable form, duly

executed by the Grantor and Authority, or their respective successors or assigns having authority to do so.

2. Compliance with Township and Authority Regulations. The Grantor shall comply with all ordinances, resolutions, rules and regulations (as they may be amended from time to time) of Upper Hanover Township, the Upper Hanover Authority and any other governmental agency having jurisdiction over such matters, including, without limitation, those regulations pertaining to the disposal of restricted/prohibited items into the system and grease controls. In the event that the Authority, in its sole discretion, determines that a repair to (or replacement of) a grinder pump(s) and/or related sanitary sewer facilities and improvements was made necessary due to the violation of any such Township or Authority ordinance, resolution, rule or regulation, then in that event, the Authority may make repair or replacement and the Grantor shall immediately, upon written demand of the Authority, reimburse the Authority for all costs associated with that repair and/or replacement. In the event the Grantor does not immediately reimburse the Authority for all costs associated with that repair, the Grantor hereby authorizes the Authority to place a lien against the Property in an amount equal to the costs incurred by the Authority plus attorney's fees and filing fees, and to exercise any other remedy available at law or in equity.
3. Indemnification. Grantor shall and does release, indemnify, protect and save harmless the Authority, its officers, agents, employees, contractors, engineers and solicitors from all costs(including attorney's fees), expenses, losses and damages resulting from any and all loss of life, property or injury or damage to any person

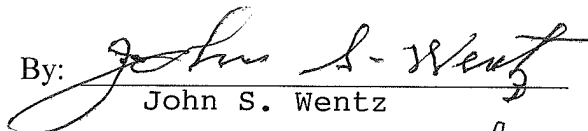
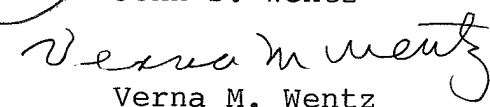
or the property of any person, association of persons, including the parties hereto and their officers, agents, employees, contractors, engineers and solicitors from and against any and all claims, demands, penalties or actions for such loss, injury or damage, in any manner arising out of, resulting from or connected with any of the work associated with the installation, connection, repair, maintenance and/or removal of a grinder pump and/or related sanitary sewer facilities located within the Easement area.

4. Binding Effect. The Easement granted hereunder shall run with the land and shall bind and benefit all future owners of any interest in real estate which is burdened or benefitted hereby.
5. Governing Law. The Easement shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania.
6. Recording. The Easement shall be recorded in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be properly executed the date and year first above written.

GRANTOR:

JOHN S/^{WENTZ}& VERNA M. WENTZ

By: 
John S. Wentz

Verna M. Wentz

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY, SS:

On this, the 22nd day of May, 2014, before me, Alice M. Boatwright, the undersigned officer, personally appeared John S. Wentz and Verna M. Wentz, satisfactorily proven to me to be the persons whose names are subscribed in the attached Grinder Pump Easement, and who both executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal,



Notary Address:

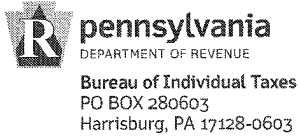
Frederick Living
2849 Big Road
P. O. Box 498
Frederick, PA 19435-0498
Tel: 610-754-7878, ext. 111

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Alice M. Boatwright, Notary Public
Upper Frederick Twp., Montgomery County
My Commission Expires March 22, 2016

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	\$0.00
Book Number	5914
Page Number	00850
Date Recorded	05/27/2014 03:18:43 PM

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	Blake E. Dunbar, Jr., Esquire			Telephone Number:	(610) 489-9199	
Mailing Address	City	State	ZIP Code			
572 W. Main Street, PO Box 26865	Trappe	PA	19426			

B. TRANSFER DATA

Grantor(s)/Lessor(s)
John S. Wentz & Verna M. Wentz
Mailing Address
855 Gravel Pike

City State ZIP Code
Palm PA 18070

C. Date of Acceptance of Document

Grantee(s)/Lessee(s)
The Upper Hanover Authority
Mailing Address
1704 Pillsbury Road, PO Box 205

City State ZIP Code
East Greenville PA 18041

D. REAL ESTATE LOCATION

Street Address City, Township, Borough
855 Gravel Pike Upper Hanover Township
County School District Tax Parcel Number
Montgomery Upper Perkiomen 57-00-01180-005

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

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value 258,970.00	5. Common Level Ratio Factor X 1.58	6. Fair Market Value = 409,172.60

F. EXEMPTION DATA

1a. Amount of Exemption Claimed 100%	1b. Percentage of Grantor's Interest in Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed 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.) easement to municipal sewer authority pursuant to §5607(b)(13)(15) of the Municipalities Authorities Act 53 PA CSA §5601 et seq.

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
 5-27-14

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

CHARGES: CHAIN OF
TITLESHERIFF'S
SALE

ESTATE

MISC.

NAME and LOCALITY CITY/TWP/BORO. U HanoverCOUNTY MONT.(Description
on other side)

C -- 5453587

RUSSELL CODE

CODE

NAME REFERENCE NO.

County Block No. 11 Unit No. 27

County Twp/Boro No. _____ Map No. _____ Parcel No. _____

Street Address 555 Gravel PK Folio No. _____

Name(s) of Assessed Owner(s) to be Searched for Taxes _____

Last Film Deed Book in Title Plant _____

X Names to be Searched for Sett. B.D. _____ Title Acquired Deed Book & Page _____ Title Annotation _____

PRIOR TITLE & SEARCHES NO.

LAND RECORDS

GRANTOR
FULL SEARCH
MORTGAGOR
FULL SEARCHSECURED
TRANS. 5
YRS. 2 MOS.LAND
&
COURTIRS FED. LIENS
10 Yrs.

See Note

FROM

COURT RECORDS

EQUITY
EJECT
MISC.
20 Yrs.

FROM

PENNA.
UNEMP.
COMP.
From 6/12/07

See Note

FROM

JUDGMENTS
5 Yrs.Search for MECH. &
MUN. LIENS from the
date in the "FROM"
column to cover date.

FROM

TO

FROM TO

49 51

51 0

13 0

99

15 0

LAST DEED(S) OF RECORD
AT DATE OF TITLE REPORT Deed Book _____ Page _____ Deed Book _____ Page _____

SETTLEMENT BRINGDOWN SEARCH

X Names to be searched and the additional Searches to be made from
ADDED NAMES ALSO to be searched for FED. LIENS 10 yrs. to date 5700 011 80 005
and PA UNEMP. COMP. LIENS from 6/12/07 (Indefinite).

ADDITIONAL SEARCHES: TAXES & TAX SALES
LOCALITY (Prothy)

STATE HWY PLANS
RECORDED PLANS

Recorder of Deeds Covers _____
No. of Items Listed _____

Prothonotary Covers _____
No. of Items Listed _____

Add'l Searches Covers _____
No. of Items Listed _____

BRINGDOWN SEARCH CLERK:

Rec'd All Attachments

STATE HWY PLANS L.R. No.

LOCALITY 5 Years

RECORDED PLANS

U.S. DIST. COURT - CONDEM. for same period
as GRANTOR

TAXES AND TAX SALES

NOTE: FED. TAX LIENS and PA UNEMPLOY. COMP. LIENS affect after acquired property. SEARCHES MUST
be made against all parties in the applicable period covering FED. TAX LIENS for 10 years and PA
UNEMPLOY. COMP. LIENS from 6/12/07 (Indefinite).

TITLE EXAMINER:

Cover Date

9/13/15

MORTGAGOR: _____ AMOUNT: \$ _____
MORTGAGEE: _____
DATED: _____ RECORDED: _____
INSTRUMENT: _____ (OPEN END / CLOSED END / HELOC)
ADDITIONAL INFO: _____

LAST ASSIGNMENT: _____ *UNR*

MORTGAGOR: _____ AMOUNT: \$ _____
MORTGAGEE: _____
DATED: _____ RECORDED: _____
INSTRUMENT: _____ (OPEN END / CLOSED END / HELOC)
ADDITIONAL INFO: _____

LAST ASSIGNMENT: _____

MORTGAGOR: _____ AMOUNT: \$ _____
MORTGAGEE: _____
DATED: _____ RECORDED: _____
INSTRUMENT: _____ (OPEN END / CLOSED END / HELOC)
ADDITIONAL INFO: _____

LAST ASSIGNMENT: _____

NOTE: IF A MORTGAGE SATISFACTION HAS BEEN FILED WITHIN THE LAST 12 MONTHS, PLEASE SUPPLY A COPY OF THE SATISFACTION PIECE AND LIST ON REPORT AS AN OPEN MORTGAGE ALONG WITH THE SAT INFO.

REFERENCES

SUMMARY

C--

OPEN ITEMS ON PRIOR TITLE REPORT NO.

Taxes, Water and/or Sewer Rents, Mech. & Mun. Claims

Mortgages, Judgments, Federal Liens, Equities

Secured Trans. (List in opposite column)

List:

Indicate above AND on Prior Title Report results of examination of recorded and filed items listed.

Book-Page or Doc-Vol-Page	Location or Nature of Paper or File No.	Book-Page or Doc-Vol-Page	Location or Nature of Paper or File No.
2033-108	Exempt	2250-365	
2037		3256-317	
2160-528	Exempt	3531-665	
2160-824	Exempt	3643-1036	
2172-45	T	4170-42	
2354-44	RWME	5079-724	Agreed
2366-388	Exempt	5823-2973	PP
2920-496	Exempt	5508-1218	San San Com
3233-62	V	5272-883	Mon / Agreed / Sale
3227-754	V	5621-1399	Agmt - Security Area
3352-711	V	4675-424	DD KRAMDAL
3528-767	Ship	5025-92	361004
3715-164	RWME	5570-497	
5919-829	H	38-276	Hwy
5914-850	Exempt	5819-2376	Agmt - Dispute Agmt (5272-883)
5849-349	Exempt		
5823-298	47	Stow Water	

2602-10999 DS

4576 455 (319)

MORTGAGES

JUDGMENTS

IRS FED. LIENS (10 YRS)

MUNI. LIENS (20 YRS)

MECH. LIENS (10 YRS)

FED. JUDGMENTS (20 YRS)

UNEMP. LIENS (6/12/07)

TAXES/TAX CLAIM (20 YRS)

UCC RECORDER (5 YRS)

CRIMINAL REST. (INDEFINITE)

EQUITY ACTION (20 YRS)

DEPT. OF REV. (12/1/89)

HOMEOWNERS ASSOC.

DIVORCE

WILLS & ADMIN.

REQUIREMENTS TO BE CERTIFIED ON SCHEDULE B-I

Open Items Listed Above	Fed. Tax Liens
Taxes Liened for the Years	Misc. (Prothy)
Locality	Equity & Eject.
Mortgages	Secured Trans.
Judgments	Bankruptcy
Unemploy. Comp. Liens	

EXCEPTIONS TO BE CERTIFIED ON SCHEDULE B-II

Exceptions on Prior Title Report
Title Annotations
State Hwy Plans
Recorded Plans
U.S. Dist. Ct. - Condem.
Exceptions by present Adverse Search

This Indenture Made the

26th day of April in the year of our Lord

one thousand nine hundred and fifty-one. (1951).

Between KATIE G. GEMISSINGER, widow, of the village of Zionsville,
County of Lehigh, and State of Pennsylvania, PARTY of the first part,

A N D

JOHN S. WENTZ and VERNA M. WENTZ, his wife, of the Borough of
Quakertown, County of Bucks, and State of Pennsylvania, PARTIES

of the second part: **Witnesseth**, That the said party of the first part, for and in
consideration of the sum of ONE DOLLAR (\$1.00)

lawful money of the United States of America, well and truly paid by the said part 1st of the
second part to the said party of the first part, at and before the enrolling and delivery of
these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold,
aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant,
bargain, sell, alien, enfeoff, release, convey and confirm unto the said part 1st of the second
part, their heirs and assigns, as tenants by the entirety.

ALL THAT CERTAIN messuage, tenement and tract of land
located at Palm, partly in Upper Hanover Township, Montgomery County,
and partly in Hereford Township, Berks County, Commonwealth of
Pennsylvania, bounded and described as follows, to wit:-

BEGINNING, at a point located in the center line of the
present State Highway between Hereford and Pottsville, known as
Pennsylvania Route #29; thence in and along the center of same, North
forty-three degrees twenty-four minutes twenty seconds West three
hundred twelve and thirteen hundredths feet to a point in the inter-
section of said State Highway with the road leading from same to
Baily and Boyertown; thence continuing along the centerline of
Pennsylvania State Highway #29, North forty-three degrees forty-five
minutes twenty seconds West three hundred forty-five and ninety-one
hundredths feet to a point; thence along the land now or late of
Leroy Stoudt, North thirty-six degrees fifty minutes forty seconds
East two hundred and sixty-four hundredths feet to an iron pin, and
North forty-four degrees forty-seven minutes twenty seconds West
sixty and thirty-five hundredths feet to an iron pin located in the
line of land now or late of Elmer Trolinger; thence along same,
North thirty-six degrees fifty minutes forty seconds East four hundred
sixty-nine and seventy hundredths feet to a stake, North thirty-six
degrees forty minutes forty seconds East six hundred twenty-six
and four hundredths feet to an iron pin, South fifty-two degrees,
forty-nine minutes twenty seconds East sixteen and fifty hundredths
feet to an iron pipe and North thirty-eight degrees twenty minutes
ten seconds East five hundred eighteen and twenty hundredths feet to
an 18-inch maple tree located in line of land now or late of Alfred
Hoch; thence along same South forty-two degrees forty-two minutes
thirty seconds East two thousand five hundred twenty-nine and sixty-
five hundredths feet to an iron pin located on the far side of the
tracks of the Perkiomen Branch of the Reading Railroad; thence crossing
same and through an iron pin and a cherry tree in line of land now or
late of Palm Schwenkfelder Church, South forty-six degrees twenty-
three minutes forty seconds West six hundred twenty-four and thirty-
four hundredths feet to a stone located in line of lands of the

2172.45

46
 Palm Schwenkfelder church property, then partly along same, and partly along land now or late of Henry and Ida S. Stauffer, North eighty-nine degrees fifty-one minutes twenty seconds West seven hundred thirty-seven and seventeen hundredths feet to an iron pipe located on the western side of a sixteen foot wide alley; thence along same, South nineteen degrees forty-seven minutes forty seconds West four hundred sixteen and eighty-four hundredths feet to a point in the middle of the aforementioned Pennsylvania State Highway Route #29; thence along same North sixty-nine degrees thirty-five minutes twenty seconds West two hundred one and ninety-seven hundredths feet to a point in the middle of same; thence along the line of land now or late of James Leshar, South twenty-nine degrees thirty-five minutes five seconds West two hundred twenty-eight and twenty-three hundredths feet to a point South fifty-seven degrees nine minutes twenty seconds West two hundred twenty-one and fifty-nine hundredths feet to an iron pin, South forty-seven degrees fifteen minutes West five hundred seventy-nine and seventy-five hundredths feet to an iron pipe and North forty-four degrees eight minutes thirty seconds West eight hundred eighty and seventy-two hundredths feet to an iron pipe; thence along land of others, North eleven degrees thirty minutes thirty seconds East seven hundred three and forty-five hundredths feet to an iron pin, and North forty-six degrees eleven minutes fifty seconds East one hundred fifteen and twenty-six hundredths feet to a point in the middle of a twenty foot wide alley; thence along the middle of same South forty-three degrees forty-eight minutes ten seconds East two hundred thirty-five and two one-hundredths feet to a point; thence along land of James Leshar, North forty-six degrees ten minutes fifty seconds East one hundred ninety-five and seventy-four hundredths feet to the place of beginning.

CONTAINING 111.0485 Acres or 111 acres and 7.76 perches of land.

5
 BEING the same premises which Ida Stauffer, widow, by Indenture bearing date the twenty-ninth of March, 1949, and recorded in the Office of the Recorder of Deeds in and for Montgomery County, at Norristown, Pa., in Deed Book No. 1988 page 305, granted and conveyed unto Abraham G. Geissinger and Katie G. Geissinger, his wife, in fee. AND the said Abraham G. Geissinger died on August 14, 1949, whereupon the above-mentioned premises became vested solely in the said Katie G. Geissinger, his wife.

EXCEPTING AND RESERVING THEREOUT all that certain tract of land situate in the Township of Upper Hanover, Montgomery County, Pennsylvania, containing 18,000 square feet, as conveyed by Abraham G. Geissinger and Katie G. Geissinger, his wife, to Elmer K. Krauss and Elsie K. Krauss, his wife, by deed dated May 11, 1949 and recorded in the Office of the Recorder of Deeds in and for Montgomery County, at Norristown, Pa., in Deed Book 2033 page 108.

ALSO EXCEPTING AND RESERVING THEREOUT all that certain tract of land situate in the Township of Upper Hanover, Montgomery County, Pennsylvania, containing 54 square perches, as conveyed by Abraham G. Geissinger and Katie G. Geissinger, his wife, to Walter R. Schultz and Mildred I. Schultz, his wife, by deed dated May 11, 1949, and recorded in the Office of the Recorder of Deeds in and for Montgomery County, at Norristown, Pa. rec. in D.B. 2151, (not yet booked and pagged). 2160, p. 525.

ALSO EXCEPTING AND RESERVING THEREOUT all that certain tract of land situate in the Township of Upper Hanover, Montgomery County, Pennsylvania, containing 68-3/4 perches, as conveyed by Katie G. Geissinger, widow, to Earl W. Moyer and Pauline M. Moyer, his wife, by deed dated May 17, 1950, and recorded in the Office of the Recorder of Deeds in and for Montgomery County, at Norristown, Pa., rec. in D.B. 2160, p. 524; 1951; (not yet booked and pagged).

ALSO EXCEPTING AND RESERVING THEREOUT all that certain tract of land situate on a public road leading from Palm to Herford, in the County of Berks and State of Pennsylvania, containing ten feet on said road and extending of that width in depth two hundred feet, as conveyed by Katie G. Geissinger, to LeRoy R. Stoudt and Marguerite Stoudt, his wife, by deed dated May 2, 1950; rec. at Reading, in D.B. 1074, p. 50.

LEAVING 109.93 A., more or less, of land hereby conveyed.

42
Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof: And also, all the estate, right, title, interest, _____ property, possession, claim and demand whatsoever, both in law and equity, of the said part y _____ of the first part, of, in, and to the said premises, with the appurtenances: _____



To have and to hold the said premises, with all and singular the appurtenances, _____ unto the said part 10a of the second part, _____ their heirs _____ and assigns, to the only proper use, benefit and behoof of the said part 10a of the second part, _____ their heirs _____ and assigns forever,

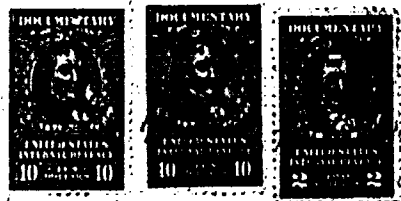
And the said party of the first, for herself, her _____ heirs, executors and administrators, do 08 _____ by these presents, covenant, grant and agree, to and with the said parties _____ of the second part, _____ their heirs _____ and assigns forever, that she the said party of the first part, her _____ heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said part 10a of the second part, _____ their heirs _____ and assigns, against _____ her _____ the said party of the first part, her _____ heirs, and against all and every other person or persons, whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them, _____ SHALL and WILL by these presents _____ WARRANT and forever DEFEND.

In witness whereof, the said party _____ of the first part to these presents _____ has hereunto set her _____ hand and seal. Dated the day and year first above written.

Signed, Sealed and Delivered }
 IN THE PRESENCE OF

Ralph F. Mosier
Elizabeth L. Mosier

Katie G. Geisinger 
 Katie G. Geisinger 



48

Hereby, the day of the date of the above instrument, the same named

State of Pennsylvania
County of Montgomery

ss.

On the 26th day of April, 1951, before me,

the undersigned officer, personally appeared Katie G. Geissinger, widow,

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she has executed the same for the purposes therein contained, and desired the same might be recorded as such.

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

The address of the within-named Grantee

is Pa. Pa.

Dolph F. Mennen
On behalf of the Grantee

Dolph F. Mennen
JUSTICE OF THE PEACE
MY COMMISSION EXPIRES
— FIRST MONDAY IN JANUARY 1952 —
Title of Officer

APR 26 1951
4:50 PM
15-50
70
REC'D
10/0

KATIE G. GEISSINGER,
WIDOW

5/10 No receipt
7-10-51

JOHN S. WENTZ and
VERA M. WENTZ, his wife

1165

6-17-49 John C. Clark Company, Philadelphia 734

Recorded, in the Office for the Recording of Deeds in and for County of
Montgomery in Deed Book No. 2172
page 45 &c.

Witness my hand and seal of Office this 26th
day of April Anno Domini 19 51.

John E. Marshall Recorder

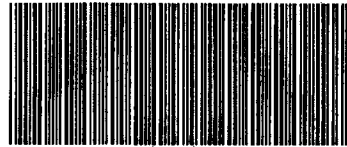
Per Deputy Recorder



**RECORDER OF DEEDS
MONTGOMERY COUNTY**
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5919 PG 00829 to 00835.1
INSTRUMENT # : 2014042551
RECORDED DATE: 07/03/2014 03:49:16 PM



3094061-0009P

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 8

Document Type: Deed	Transaction #: 3075792 - 1 Doc(s)
Document Date: 05/14/2013	Document Page Count: 6
Reference Info:	Operator Id: jdrake

RETURN TO: (Mail) FOX ROTHSCHILD LLP 2700 KELLY ROAD STE 300 WARRINGTON, PA 18973	PAID BY: FOX ROTHSCHILD LLP
--	---------------------------------------

*** PROPERTY DATA:**

Parcel ID #: 57-00-01180-00-5
Address: 855 GRAVEL PIKE

PALM PA
18070
Municipality: Upper Hanover Township
(100%)
School District: Upper Perkiomen

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$1.00
TAXABLE AMOUNT:	\$0.00
FEES / TAXES:	
Recording Fee:Deed	\$83.00
Affidavit Fee	\$1.50
Additional Pages Fee	\$4.00
Additional Names Fee	\$0.50
Affordable Housing Pages	\$8.00
Affordable Housing Names	\$2.00
Misc Fee	\$1.00
Total:	\$100.00

DEED BK 5919 PG 00829 to 00835.1
Recorded Date: 07/03/2014 03:49:16 PM

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



Nancy J. Becker
Recorder of Deeds

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.

RECORDED OF DEEDS
MONTGOMERY COUNTY

2014 JUL -3 PM 3:40

Prepared By: Mary C. Helf, Esquire
c/o Fox Rothschild, LLP
2700 Kelly Road, Suite 300
Warrington, PA 18976
CPN: 57-00-01180-005

Return To: Mary C. Helf, Esquire
c/o Fox Rothschild, LLP
2700 Kelly Road, Suite 300
Warrington, PA 18976
CPN: 57-00-01180-005

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

57-00-01180-00-5 UPPER HANOVER

855 GRAVEL PIKE

WENTZ JOHN S & VERNA M

B 011 U 027 L 0319 DATE: 07/03/2014

\$15.00

AR

THIS INDENTURE Made the 14th day of May, 2013.

Between JOHN S. WENTZ and VERNA M. WENTZ, husband and wife, Grantors,
parties of the first part;

AND

JOHN S. WENTZ and LINDA M. LORANGER, TRUSTEES UNDER THE JOINT
TRUST AGREEMENT OF JOHN S. WENTZ and VERNA M. WENTZ DATED MAY 14,
2013, Grantees, parties of the second part:

WITNESSETH, That the said Grantors, for and in consideration of the sum of ONE
DOLLAR (\$1.00) lawful money of the United States of America, well and truly paid by the said
Grantees to the said Grantors, at and before the ensealing and delivery of these presents, the
receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, encoffed,
released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, encoff,
release, convey and confirm until the said Grantees, their successors and assigns.

ALL THAT CERTAIN messuage, tenement and tract of land located at Palm, partly in
Upper Hanover Township, Montgomery County, and partly in Hereford Township, Berks
County, Commonwealth of Pennsylvania, more fully described in Exhibit "A," which is
attached hereto and made a part hereof.

UNDER AND SUBJECT to restrictions and conditions of record.

BEING tax parcel number 57-00-01180-005.

THIS TRANSFER IS EXEMPT FROM REALTY TRANSFER TAX AS A TRANSFER
FROM GRANTORS TO A TRUST FOR THE SOLE BENEFIT OF THEMSELVES AND
THEIR DESCENDANTS.

TOGETHER WITH all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; and also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said Grantors, of, in, and to the said premises, with the appurtenances.

TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances, unto the said Grantees, their successors and assigns, to the only proper use, benefit and behoof of the said Grantees, their successors, and assigns forever.

AND THE SAID GRANTORS, for themselves, their heirs, executors and administrators, do by these presents, covenant, grant and agree, to and with the said Grantees, their successors and assigns forever, that they the said Grantors, their heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their successors and assigns, against them the said Grantors, their heirs, and against all and every other person or persons, whomsoever lawfully claiming or to claim the same or any parts thereof, by, from or under him, her, them or any of them SHALL and WILL by these presents WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals to these presents. Dated the day and year first above written.

SIGNED, SEALED and DELIVERED
in the presence of

Dorothy Nagle John S. Wentz (SEAL)
JOHN S. WENTZ

DOROTHY NAGLE Verna M. Wentz (SEAL)
VERNA M. WENTZ

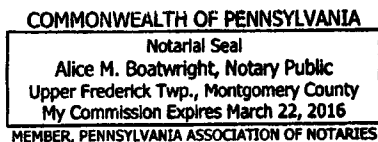
Michael G. Horan
MICHAEL G. HORAN

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF MONTGOMERY)

On the 14th day of MAY, 2013, before me, the undersigned officer, personally appeared JOHN S. WENTZ and VERNA M. WENTZ, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they have executed the same for the purposes therein contained, and desired the same might be recorded as such.

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

Alise M. Boatwright
Notary Public



The address of the within-name Grantees is:

855 GRAVEL PIKE
PALM PA 18070

On behalf of the Grantees

EXHIBIT "A"

ALL THAT CERTAIN messuage, tenement and tract of land located at Palm, partly in Upper Hanover Township, Montgomery County, and partly in Hereford Township, Berks County, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING, at a point located in the center line of the present State Highway between Hereford and Pennsburg, known as Pennsylvania Route #29; thence in and along the center of same, North forty-three degrees twenty-four minutes twenty seconds West three hundred twelve and thirteen hundredths feet to a point in the intersection of said State Highway with the road leading from same to Bally and Boyertown; thence continuing along the centerline of Pennsylvania State Highway #29, North forty-three degrees forty-five minutes twenty seconds West three hundred forty-five and ninety-one hundredths feet to a point; thence along the land now or late of Leroy Stoudt, North thirty-six degrees fifty minutes forty seconds East two hundred and sixty-four hundredths feet to an iron pin, and North forty-four degrees forty-seven minutes twenty seconds West sixty and thirty-five hundredths feet to an iron pin located in the line of land now or late of Elmer Trollinger; thence along same, North thirty-six degrees fifty minutes forty seconds East four hundred sixty-nine and seventy hundredths feet to a stake, North thirty-six degrees forty minutes forty seconds East six hundred twenty-six and four hundredths feet to an iron pin, South fifty-two degrees, forty-nine minutes twenty seconds East sixteen and fifty hundredths feet to an iron pipe and North thirty-eight degrees twenty minutes ten seconds East five hundred eighteen and twenty hundredths feet to an 18-inch maple tree located in line of land now or late of Alfred Hoch; thence along same South forty-two degrees forty-two minutes thirty seconds East two thousand five hundred twenty-nine and sixty-five hundredths feet to an iron pin located on the far side of the tracks of the Perkiomen Branch of the Reading Railroad; thence crossing same and through an iron pin and a cherry tree in line of land now or late of Palm Schwenkfelder Church, South forty-six degrees twenty-three minutes forty seconds West six hundred twenty-four and thirty-four hundredths feet to a stone located in line of lands of the Palm Schwenkfelder church property, then partly along same, and partly along land now or late of Henry and Ida B. Stauffer, North eighty-nine degrees fifty-one minutes twenty seconds West seven hundred thirty-seven and seventeen hundredths feet to an iron pipe located on the western side of a sixteen foot wide alley; thence along same, South nineteen degrees forty-seven minutes forty seconds West four hundred sixteen and eighty-four hundredths feet to a point in the middle of the aforementioned Pennsylvania State Highway Route #29; thence along same North sixty-nine degrees thirty-five minutes twenty seconds West two hundred one and ninety-seven hundredths feet to a point in the middle of same; thence along the line of land now or late of James Leshner, South twenty-nine degrees thirty-five minutes five seconds West two hundred twenty-eight and twenty-three hundredths feet to a point South fifty-seven degrees nine minutes twenty seconds West two hundred twenty-one and fifty-nine hundredths feet to an iron pin, South forty-seven degrees fifteen minutes West five hundred seventy-nine and seventy-five hundredths feet to an iron pipe, and North forty-four degrees, eight minutes, thirty seconds West eight hundred eighty and seventy-two hundredths feet to an iron pipe; thence along land of others, North eleven degrees thirty minutes thirty seconds East seven hundred three and forty-five hundredths feet to an iron pin, and North forty-six degrees eleven minutes fifty seconds East one hundred fifteen and twenty-six hundredths feet to a point in the middle of a twenty feet wide

alley; thence along the middle of same South forty-three degrees forty-eight minutes ten seconds East two hundred thirty-five and two one-hundredths feet to a point; thence along land of James Leshner, North forty-six degrees ten minutes fifty seconds East one hundred ninety-five and seventy-four hundredths feet to the place of beginning.

CONTAINING 111.0485 Acres or 111 acres and 7.76 perches of land.

EXCEPTING AND RESERVING THEREOUT all that certain tract of land situate in the Township of Upper Hanover, Montgomery County, Pennsylvania, containing 16,000 square feet, as conveyed by Abraham G. Geissinger and Katie G. Geissinger, husband and wife, to Elmer K. Krauss and Elsie K. Krauss, husband and wife, by deed dated May 11, 1949 and recorded in the office of the Recorder of Deeds in and for Montgomery County, at Norristown, PA., in Deed Book 2033 page 108.

ALSO EXCEPTING AND RESERVING THEREOUT all that certain tract of land situate in the Township of Upper Hanover, Montgomery County, Pennsylvania, containing 54 square perches, as conveyed by Abraham G. Geissinger and Katie G. Geissinger, husband and wife, to Walter R. Schultz and Mildred I. Schultz, husband wife, by deed dated May 11, 1949, and recorded in the Office of the Recorder of Deeds in and for Montgomery County, at Norristown, PA., rec. in D.B. 2160, p. 528.

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LEAVING 109.93 Acres, more or less, of land hereby conveyed.


BEING the same premises which Katie G. Geissinger by Indenture bearing date the twenty-sixth of April, 1951, and recorded in the Office of the Recorder of Deeds in and for Montgomery County, at Norristown, PA., in Deed Book No. 2172, page 45, granted and conveyed unto John S. Wentz and Verna M. Wentz, husband and wife, in fee.

ALSO EXCEPTING AND RESERVING THEREOUT all that certain tract of land situate in the Township of Upper Hanover, Montgomery County, Pennsylvania, containing 23.09 acres, as conveyed by John S. Wentz and Verna M. Wentz, husband and wife, to John S. Wentz and Verna M. Wentz, husband and wife, by deed dated November 18, 1992, and recorded in the Office of the Recorder of Deeds in and for Montgomery County, at Norristown, PA., in Deed Book 5025, page 94.

ALSO EXCEPTING AND RESERVING THEREOUT all that certain 50-foot right-of-way for the relocated Stauffer Road, situate in the Township of Upper Hanover, Montgomery County, Pennsylvania, as conveyed by John S. Wentz and Verna M. Wentz, husband and wife, to Upper Hanover Township, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania, by Deed of Dedication dated December 30, 2011, and recorded in the Office of the Recorder of Deeds in and for Montgomery County, at Norristown, PA., as Instrument No. 2012000784 in Deed Book 5823, page 02973.

ALSO EXCEPTING AND RESERVING THEREOUT all that certain 0.13 acres of required right-of-way situate in the Township of Upper Hanover, Montgomery County, Pennsylvania, as conveyed by John S. Wentz and Verna M. Wentz, husband and wife, while reserving the right to deep mine minerals and remove gas and oil from a certain minimum depth from mine shafts or by means of wells located off the right-of-way, to the Commonwealth of Pennsylvania, Department of Transportation, by Deed dated May 21, 2012, and recorded in the Office of the Recorder of Deeds in and for Montgomery County, at Norristown, PA., as Instrument No. 2012094757 in Deed Book 5849, page 00349.

Also Excepting and Reserving thereout and therefrom all those certian tracts of ground recorded in Deed Books 2366 page 388, 2920 page 496, 3578 page 767..



REV-183 EX (04-10)



pennsylvania
DEPARTMENT OF REVENUE
Bureau of Individual Taxes
PO BOX 280603
Harrisburg, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	5919
Page Number	00829
Date Recorded	7-3-14

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	Telephone Number:		
Mary C. Helf, Esquire	(215) 345-7500		
Mailing Address	City	State	ZIP Code
2700 Kelly Road, Suite 300	Warrington	PA	18976

B. TRANSFER DATA

Grantor(s)/Lessor(s)
John S. Wentz and Verna M. Wentz

Mailing Address
855 Gravel Pike

City	State	ZIP Code
Palm	PA	18070

C. Date of Acceptance of Document

Grantee(s)/Lessee(s) John S. Wentz and Linda M. Loranger
Trustees under the Jt. T/A of John S. Wentz and*

Mailing Address	City	State	ZIP Code
2700 Kelly Road, Suite 300	Warrington	PA	18976

D. REAL ESTATE LOCATION

Street Address	City, Township, Borough	
855 Gravel Pike	Upper Hanover Township	
County	School District	Tax Parcel Number
Montgomery	Upper Perkiomen	57-00-01180-00-5

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

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1.00	+0.00	= 1.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
258,970.00	X 1.61	= 416,941.70

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest In Real Estate	1c. Percentage of Grantor's Interest Conveyed
100.00 <i>90</i>	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>	5/14/13

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

* Verna M. Wentz dated May 14, 2013

Title Search Report
Issued by:
Commonwealth Land Title Insurance Company

The attached Title Search Report is issued for the use of agent listed, a policy issuing agent for Commonwealth Land Title Insurance Company, herein 'agent', and is to be used only by agent in the determination of the insurability of title to the property described herein in conjunction with the issuance of Commonwealth Land Title Insurance Company commitments, policies and endorsements. Use of the attached Title Search Report for any other purpose is not authorized. The attached Title Search Report may not be relied upon by any other party nor may it be relied upon for any other purpose. No liability is assumed by Commonwealth Land Title Insurance Company for any unauthorized use or reliance. This Title Search Report does not insure or guarantee the validity or sufficiency of any documents attached, nor is it to be considered a title insurance commitment and/or title insurance policy. Any liability under the attached Title Search Report is limited to the liability under the Commonwealth Land Title Insurance Company policy or policies issued pursuant to this Title Search Report.

The Agent who reviews this Title Search Report must follow all underwriting guidelines set forth in the underwriting Manual and Bulletins issued by Commonwealth Land Title Insurance Company. The Agent is responsible for obtaining appropriate updates or continuations of this Title Search Report prior to the issuance of any commitment or policy in accordance with Commonwealth Land Title Insurance Company guidelines and prudent underwriting practices. The Agent is responsible for any errors, omissions, defects, liens, encumbrances or adverse matters not shown by this Title Search Report but known to or discovered by the Agent prior to the issuance of a Commonwealth Land Title Insurance Company policy or endorsement.

Commonwealth Land Title Insurance Company
TITLE SEARCH REPORT

Search for:

Trident Land Transfer Company
431 West Lancaster Avenue
Devon, PA 19333
Phone: 610-889-7669

1. PERIOD SEARCHED:

The period covered in the search commenced with the Base Title as determined by Company and ends on: September 04, 2015

2. Policy or Policies to be issued:

A. Policy to be Issued:

ALTA Owners 2006 (as modified by TIRBOP)
Proposed Insured: TBD
Amount of Insurance:
Effective Date:

B. Policy to be Issued:

ALTA Loan 2006 (as modified by TIRBOP)
Proposed Insured:
Amount of Insurance:
Effective Date:

3. The estate or interest in the land described or referred to in this report is:

Fee Simple

4. At the effective date above title is vested in:

John S. Wentz and Linda M. Loranger, Trustees under the Joint Trust Agreement of John S. Wentz and Verna M. Wentz dated May 14, 2013 and Panda Perkiomen Power L.P. assignor of PB Development LLC under Agreement of Sale recorded in Deed Book 5272 page 883 and John S. Wertz and Verna M. Wertz, husband and wife, Individually

5. Property:

Gravel Pike
Upper Hanover Township
Montgomery County, PA

TITLE SEARCH REPORT / ABSTRACT REQUIREMENTS

1. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
 - A. DEED FROM: John S. Wentz and Linda M. Loranger, Trustees under the Joint Trust Agreement of John S. Wentz and Verna M. Wentz dated May 14, 2013 and Panda Perkiomen Power L.P. assignor of PB Development LLC under Agreement of Sale recorded in Deed Book 5272 page 883 and John S. Wertz and Verna M. Wertz, husband and wife, Individually
TO: TBD
DATED: _____
RECORDED: _____
 - B. MORTGAGE FROM: TBD
TO:
DATED: _____
RECORDED: _____
2. Payment of full consideration to or for the account of the grantors or mortgagors.
3. Payment of the premiums, fees and charges for the policy.
4. Possible unfiled mechanics liens and municipal claims.
5. Terms of any unrecorded lease or rights of parties in possession.
6. Proof that all natural persons in this transaction are of full age and legally competent.
7. Proof of identity of parties as set forth in Recital.
8. POWERS OF ATTORNEY: If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
9. Proof to be provided that any individuals holding record title have not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this report/commitment. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.
10. Information must be furnished concerning the Social Security Number(s) and/or the Tax Identification Number(s) and future addresses of grantors for the completion of Substitute Form 1099 at the Closing of Transaction.

TITLE SEARCH REPORT / ABSTRACT
REQUIREMENTS continued

11. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.
12. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
13. TAXES:
Receipts for Township, County and School Taxes for the three prior years to be produced.
Township, County and School Taxes for the current year 2015
Assessment \$258,970.00
Tax ID / Parcel No. 57-00-01180-00-5
14. WATER AND SEWER RENTS:
Receipts for Water and Sewer Rents for the three prior years to be produced.
Water and Sewer Rents for the current year 2015.
15. MECHANICS AND MUNICIPAL CLAIMS: NONE
16. MORTGAGES: NONE
17. JUDGMENTS: NONE
18. Prior to settlement, search of statewide support lien system (<http://www.childsupport.state.pa.us>) to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with social security numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.
19. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.
20. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.
21. Last Insured Not Available.
22. The following note is for Informational Purposes Only:

The following deed(s) affecting said land were recorded within six (6) months of the date of this report: NONE
23. Trust Agreement of John S. Wentz and Linda M. Loranger Trustees under the Joint Trust Agreement of John S. Wentz and Verna M. Wentz dated 5/14/2013 and any amendments thereto, to be produced and examined; additional requirements and/or exceptions may be added.

TITLE SEARCH REPORT / ABSTRACT
REQUIREMENTS continued

24. Proof to be provided to Company that Trust is still in full force and effect. If not still in force and effect, then this commitment is to be returned for revision.
25. Proof to be provided that the Trustee has the power and authority to perform the transaction being insured.
26. Names of Purchasers to be furnished and searched, and any additional objections by reason thereof to be certified prior to settlement.

TITLE SEARCH REPORT / ABSTRACT EXCEPTIONS

In the event that one or more of the Exceptions listed below references covenants, conditions and/or restrictions, please note that the Exception(s) specifically exclude any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this report.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Rights granted to the Metropolitan Edison Company as in Deed Book 2354 page 44, and 3715 page 164.
7. Easement as in Deed Book 5914 page 850.
8. Storm Water Easement as in Deed Book 5823 page 2984.
9. Agreement as in Deed Book 5079 page 724.
10. Deed of Dedication as in Deed Book 5823 page 2973.
11. Sanitary Sewer Easement as in Deed Book 5508 page 1218.
12. Agreement Security Area as in Deed Book 5621 page 1399.
13. Notes, conditions setback lines, easements, reservations, covenants and restrictions as shown and set forth in plan recorded in State Highway Plan Book 38 page 276.
14. Memorandum of Agreement of Sale as in Deed Book 5272 page 883 and Assignment and Assumption Agreement as in Deed Book 5319 page 2376.
15. Premises is subject to Act 319 as in Deed Book 4576 page 455; subject to roll back taxes if breached.

TITLE SEARCH REPORT / ABSTRACT
EXCEPTIONS continued

16. Title to that portion of the premises in the bed of all streets or roads is subject to public and private rights therein.
17. Plan of subdivision to be produce, examined and recorded and description of premises being conveyed to be drawn according thereto.

TITLE SEARCH REPORT / ABSTRACT
LEGAL DESCRIPTION

ALL THAT CERTAIN messuage, tenement and tract of land located at Palm, partly in Upper Hanover Township, Montgomery County, and partly in Hereford Township, Berks County, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING, at a point located in the center line of the present State Highway between Hereford and Pennsburg, known as Pennsylvania Route #29; thence in and along the center of same, North forty-three degrees twenty-four minutes twenty seconds West three hundred twelve and thirteen hundredths feet to a point in the intersection of said State Highway with the road leading from same to Bally and Boyertown; thence continuing along the centerline of Pennsylvania State Highway #29, North forty-three degrees forty-five minutes twenty seconds West three hundred forty-five and ninety-one hundredths feet to a point; thence along the land now or late of Leroy Stoudt, North thirty-six degrees fifty minutes forty seconds East two hundred and sixty-four hundredths feet to an iron pin, and North forty-four degrees forty-seven minutes twenty seconds West sixty and thirty-five hundredths feet to an iron pin located in the line of land now or late of Elmer Trollinger; thence along same, North thirty-six degrees fifty minutes forty seconds East four hundred sixty-nine and seventy hundredths feet to a stake, North thirty-six degrees forty minutes forty seconds East six hundred twenty-six and four hundredths feet to an iron pin, South fifty-two degrees, forty-nine minutes twenty seconds East sixteen and fifty hundredths feet to an iron pipe and North thirty-eight degrees twenty minutes ten seconds East five hundred eighteen and twenty hundredths feet to an 18-inch maple tree located in line of land now or late of Alfred Hoch; thence along same South forty-two degrees forty-two minutes thirty seconds East two thousand five hundred twenty-nine and sixty-five hundredths feet to an iron pin located on the far side of the tracks of the Perkiomen Branch of the Reading Railroad; thence crossing same and through an iron pin and a cherry tree in line of land now or late of Palm Schwenkfelder Church, South forty-six degrees twenty-three minutes forty seconds West six hundred twenty-four and thirty-four hundredths feet to a stone located in line of lands of the Palm Schwenkfelder church property, then partly along same, and partly along land now or late of Henry and Ida B. Stauffer, North eighty-nine degrees fifty-one minutes twenty seconds West seven hundred thirty-seven and seventeen hundredths feet to an iron pipe located on the western side of a sixteen foot wide alley; thence along same, South nineteen degrees forty-seven minutes forty seconds West four hundred sixteen and eighty-four hundredths feet to a point in the middle of the aforementioned Pennsylvania State Highway Route #29; thence along same North sixty-nine degrees thirty-five minutes twenty seconds West two hundred one and ninety-seven hundredths feet to a point in the middle of same; thence along the line of land now or late of James Leshner, South twenty-nine degrees thirty-five minutes five seconds West two hundred twenty-eight and twenty-three hundredths feet to a point South fifty-seven degrees nine minutes twenty seconds West two hundred twenty-one and fifty-nine hundredths feet to an iron pin, South forty-seven degrees fifteen minutes West five hundred seventy-nine and seventy-five hundredths feet to an iron pipe, and North forty-four degrees, eight minutes, thirty seconds West eight hundred eighty and seventy-two hundredths feet to an iron pipe; thence along land of others, North eleven degrees thirty minutes thirty seconds East seven hundred three and forty-five hundredths feet to an iron pin, and North forty-six degrees eleven minutes fifty seconds East one hundred fifteen and twenty-six hundredths feet to a point in the middle of a twenty feet wide alley; thence along the middle of same South forty-three degrees forty-eight minutes ten seconds East two hundred thirty-five and two one-hundredths feet to a point; thence along land of James

TITLE SEARCH REPORT / ABSTRACT
LEGAL DESCRIPTION continued

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TITLE SEARCH REPORT / ABSTRACT
LEGAL DESCRIPTION continued

the Office of the Recorder of Deeds in and for Montgomery County, at Norristown, PA., as Instrument No. 2012094757 in Deed Book 5849, page 00349.

ALSO EXCEPTING AND RESERVING THEREOUT AND THEREFROM ALL THOSE CERTAIN tracts of ground recorded in Deed Books 2366 page 388, 2920 page 496 and 3578 page 767.

ALSO EXCEPTING AND RESERVING THEREOUT AND THEREFROM ALL THOSE CERTAIN tracts of ground recorded in Berks County in Deed Books 1100 page 408, 1170 page 298, 1172 page 4, 1588 page 194 and 1767 page 884.

Tax ID / Parcel No. 57-00-01180-00-5

Being the same premises which John S. Wentz and Verna M. Wentz husband and wife by Deed dated 5/14/2013 and recorded 7/3/2014 in Montgomery County in Deed Book 5919 Page 829 conveyed unto John S. Wentz and Linda M. Loranger, Trustees under the Joint Trust Agreement of John S. Wentz and Verna M. Wentz dated May 14, 2013 in fee.

And Panda Perkiomen Power L.P. assignor of PB Development LLC under Agreement of Sale recorded in Deed Book 5272 page 883, joins herein to convey all of its interest in the above premises by reason of said agreement.