

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: **April 25, 2016**

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:

Benjamin S. Brubacher

5. Property:

9 Erhardt Road
Golden Oaks Country Club
Ruscombmanor Township
Berks 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:** Benjamin S. Brubacher
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.
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.

TITLE SEARCH REPORT / ABSTRACT
REQUIREMENTS continued

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 2016
Assessment \$139,700.00
Tax ID / Parcel No. 76543004703761; Acct No. 76000226; PIN 5430-04-70-3761
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 2016.
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. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.
24. Names of Purchasers to be furnished and searched, and any additional objections by reason thereof to be certified prior to settlement.
25. If Benjamin S. Brubacher is married, proof to be furnished that no divorce proceedings

TITLE SEARCH REPORT / ABSTRACT
REQUIREMENTS continued

have been commenced. If an action has been instituted, then spouse must join in present deed to insured.

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. Agreements, Covenants and Restrictions as set forth, but omitting 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 in Record Book 2695 page 2357.
7. Exception and reservation of a 25 feet wide right of way subject to usage and maintenance covenants, etc., as set forth in Record Book 2695 page 2357.
8. Rights granted to Metropolitan Edison Company as set forth in Miscellaneous Books 119 page 354, 131 page 207, 142 page 331, 222 page 622 No. 2 and Record Books 2428 page 2385 and 2564 page 2039.
9. Rights granted to The Bell Telephone Company of Pennsylvania as set forth in Record Book 2531 page 480.
10. Rights granted to Bell Atlantic-Pennsylvania, Inc. as set forth in Record Book 2931 page 859.
11. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in Plan, recorded in Map Plan/Book No. 212 page 51, but omitting 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.

TITLE SEARCH REPORT / ABSTRACT
EXCEPTIONS continued

12. Memorandum of Lease Agreement between Golden Oaks, Inc. and Bell Atlantic Mobile Systems, Inc., dated 12/09/1993 and recorded in Record Book 2695 page 2353 and Assignment of Rental Income in Record Book 2695 page 2387.
13. Sewage Treatment Easement and Agreement recorded in Record Book 2695 page 2366.
14. Easement and right of way agreement recorded in Record Book 2247 page 430.
15. Easement for Surface Water Drainage recorded in Record Book 2416 page 1944.
16. Agreement to Extinguish Easement recorded in Record Book 5486 page 1030.
17. Declaration of Easements between Oak Leaf Investors, Inc., Benjamin Brubacher and Westrum Land Development, LLC dated 04/26/2005 and recorded in Record Book 5202 page 1058.
18. Release of Restrictions in Record Book 5202 page 1077.
19. Declaration of Storm Water Easements between Oak Leaf Investors, Inc., Benjamin Brubacher and Westrum Land Development, LLC in Record Book 5202 page 1116.
20. Riparian rights of others in and to the water of the streams flowing through the premises.

TITLE SEARCH REPORT / ABSTRACT LEGAL DESCRIPTION

ALL THAT CERTAIN parcel or tract of land situate along the Easterly side of Erhardt Lane (a private road) located in Ruscombmanor Township, Berks County, Pennsylvania, as shown on a survey map made for Golden Oaks Country Club, Drawing No. E95096 dated December 1, 1995 last revised January 5, 1996 prepared by Vitillo Group, Inc., Reading, Pennsylvania, being more fully bounded and described as follows, to wit:

BEGINNING at a point near the centerline of Erhardt Lane (a private road said point of beginning being a common corner of land of William D. and Phyllis Vanbushkirk and Golden Oaks, Inc.; thence from said first mentioned point and place of beginning and along land of Golden Oaks, Inc. (of which this was a part) the 3 following courses and distances: (1) North 30 degrees 55 minutes 54 seconds East, a distance of 51.06 feet to an iron pin; (2) South 65 degrees 48 minutes 41 seconds East, a distance of 919.40 feet to an iron pin; (3) South 2 degrees 12 minutes 8 seconds West, a distance of 972.68 feet to an iron pin in line of land of David and Diane M. Small; thence along land of the said David and Diane Small and along land of Raymond Himmelreich, North 76 degrees 44 minutes 26 seconds West, a distance of 1,234.74 feet to a steel pin, a corner of land of Jeffrey Lessig; thence along land of the said Jeffrey Lessig and North 28 degrees 49 minutes 28 seconds East, a distance of 317.68 feet to a steel pin; thence continuing along land of Jeffrey Lessig and also along land of Francisco Campus North 24 degrees 5 minutes 41 seconds East, a distance of 302.28 feet to a steel pin, a corner of land of the said Francisco Campus and land of Carl Herman; thence along land of Carl Herman, North 23 degrees 58 minutes 47 seconds East, a distance of 168.15 feet to a point, a corner of land of the aforesaid William D. and Phyllis Vanbushkirk; thence along land of the said William D. and Phyllis Vanbushkirk, North 5 degrees 20 minutes 49 seconds East, a distance of 315.15 feet to the first mentioned point and place of beginning.

TOGETHER with a 53 feet wide right of way over Erhardt Lane and also various easements of record.

Tax ID / Parcel No. 76543004703761; Acct No. 76000226; PIN 5430-04-70-3761

Being the same premises which Golden Oaks, Inc., a Pennsylvania Corporation by Deed dated 01/11/1996 and recorded 01/12/1996 in Berks County in Record Book 2695 Page 2357 conveyed unto Benjamin S. Brubacher, in fee.

RUSH

Title Report

[REDACTED]

File No: 5775022

[REDACTED]

To: Fidelity National Title Insurance Company

Company hereby certifies that based upon the examination of the recorded evidence of the title and the making of appropriate searches from the public records, the premises endorsed hereon are subject to the liens, encumbrances and objections to title as hereafter set forth. This certificate does not guarantee title and upon payment of the basic fee liability hereunder is assumed by the Company solely in its capacity as an Abstractor for its negligence, mistakes or omissions in a sum not exceeding one thousand dollars.

Search covers from July 1, 1933 to close of business April 25, 2016.

PROPERTY OF: Benjamin S. Brubacher

PURCHASERS: TBD

PREMISES: 9 Erhardt Lane, Ruscombmanor Township,
Berks County, Pennsylvania

TITLE SOURCE: (See copy of title deed attached.)
Record Book 2695 page 2357

ASSES: \$139,700.00 ACC NO: 76000226 PIN NO: 5430-04-70-3761
PARCEL ID: 76543004703761

RECITAL: Being the same premises which Golden Oaks, Inc., a Pennsylvania corporation, by Deed dated January 11, 1996 and recorded in Berks County in Record Book 2695 page 2357, granted and conveyed unto Benjamin S. Brubacher, in fee.

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LIENS

MORTGAGES:

NONE

**MECHANICS LIENS and
MUNICIPAL CLAIMS:**

NONE

JUDGMENTS:

NONE

TAX LIENS:

NONE

Taxes)	Due for current year 2016
Water and Sewer Rents)	Receipts for 2013 to 2015
Trash Removal)	to be produced and filed.
Recycling		

EXCEPTIONS

1. **Ordinances of the Township of Ruscombmanor.**
2. **Accuracy of description and quantity of land.**
3. **Subject to any unfiled Mechanics Liens and Municipal Claims.**
4. **Subject to the terms and conditions of any unrecorded leases, agreement, or rights of parties in possession.**
5. **U.S. District Court liens, Bankruptcy Court not searched, not reported.**
6. **Financing Statements entered in the Prothonotary's Office are not included in this report.**
7. **This search excepts any defects, liens, encumbrances, adverse claims or other matters caused by or as a result of computer error or limitations, programmer error or the like, including but not limited to any misspellings or derivations of the surname.**
8. **Any delinquent Real Estate Taxes as may be levied by any Municipality or any School District not returned to Berks County Tax Claim Bureau.
***Company assumes no liability by reason thereof.**
9. **2016 County, Municipal and School real estate taxes.**
10. **Domestic support liens not reported herein. Please check the Pennsylvania State Domestic Relations website @ www.pa-childsupport.com for delinquent support information.**
11. **Portion of the premises within the bed of public and private roads is subject to rights of others.**
12. **Provisions of Acts of Assembly authorizing the Pennsylvania Department of Transportation to extend the boundary lines of state roads.
(When applicable)**
13. **Agreements, covenants and restrictions as set forth in Record Book 2695 page 2357.**
14. **Exception and reservation of a 25 feet wide right-of-way, subject to usage and maintenance covenants, etc., as set forth in Record Book 2695 page 2357.**
15. **Rights granted to Metropolitan Edison Company recorded in Misc. Book 119 page 354, Misc. Book 131 page 207, Misc. Book 142 page 331, Misc. Book 222 page 622 #2, Record Book 2428 page 2385 and Record Book 2564 page 2039.**
16. **Rights granted to The Bell Telephone Company of Pennsylvania recorded in Record Book 2531 page 480.**
17. **Rights granted to Bell Atlantic-Pennsylvania, Inc. recorded in Record Book 2931 page 859.**

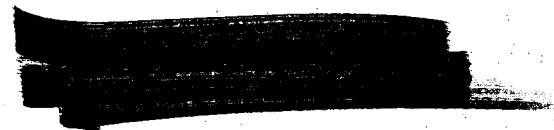
(continued)

18. Conditions shown on the plan recorded in Plan Book 212 page 51.
19. Memorandum of Lease Agreement between Golden Oaks, Inc. and Bell Atlantic Mobile Systems, Inc., dated December 9, 1993 and recorded in Record Book 2695 page 2353; 1/12/1996, Assignment of Rental Income recorded in Record Book 2695 page 2387.
20. Sewage Treatment Easement and Agreement recorded in Record Book 2695 page 2366.
21. Easement and Right-of-Way Agreement recorded in Record Book 2247 page 430.
22. Easement for Surface Water Drainage recorded in Record Book 2416 page 1944.
23. Agreement to Extinguish Easement recorded in Record Book 4586 page 1030.
24. Declaration of Easements between Oak Leaf Investors, Inc., Benjamin Brubacher and Westrum Land Development, LLC, dated April 26, 2005 and recorded in Record Book 5202 page 1058.
25. Release of Restrictions recorded in Record Book 5202 page 1077.
26. Declaration of Storm Water Easements between Oak Leaf Investors, Inc., Benjamin Brubacher and Westrum Land Development, LLC, dated June 7, 2007 and recorded in Record Book 5202 page 1116.
27. Riparian rights of others in and to the water of the streams flowing through the premises.

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SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made the 11 day of January 1996

BETWEEN

GOLDEN OAKS, INC., a Pennsylvania corporation,
(hereinafter called "Grantor")

AND

BENJAMIN S. BRUBACHER
(hereinafter "Grantee", whether one or more),

WITNESSETH:

THAT WHEREAS the Grantor, for and in consideration of the sum of ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00), lawful money of the United States of America, and other good and valuable consideration, unto it well and truly paid by Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto Grantee, his heirs and assigns,

ALL THAT CERTAIN tract, piece or parcel of land and premises with the buildings and improvements thereon erected, situate in Ruscombmanor Township, Berks County, Pennsylvania, and being more particularly described by metes and bounds in Exhibit A attached hereto and incorporated herein.

BEING a part of the same premises which R. Kerry Bean and Judith D. Bean conveyed to Golden Oaks, Inc. by deed dated September 20, 1991 and recorded in Deed Book volume 2240, page 1150 in the Office for the Recording of Deeds of Berks County and part of the premises which Stephanie B. Wierzbicki conveyed unto Golden Oaks, Inc. by deed dated September 20, 1991 and recorded in Deed Book 2240, page 1144 in said Office.

UNDER AND SUBJECT TO all covenants, conditions, restrictions, easements and rights-of-way visible upon the ground or recorded in said Office for the Recording of Deeds and affecting the aforesaid real property as of the date of this Deed and, whether or not recorded, a certain Land Lease Agreement dated December 9, 1993 between Grantor and Bell Atlantic Mobile Systems, Inc. (hereinafter called the "Lease"). Rental paid by lessee under the Lease has been irrevocably assigned to National Golf Operating Partnership, L.P., its successors and assigns by separate instrument.

IT IS COVENANTED AND AGREED that no building, gazebo or other structures or improvement shall be constructed upon the premises conveyed herein within fifty (50) feet of the common boundaries of the said premises with the lands known as the Golden Oaks Country Club unless the consent shall first have been obtained by the Grantor or its successor or assignee as owner of the said Country Club. The foregoing shall not prohibit the construction of a fence on the premises herein conveyed to Grantee.

IT IS FURTHER COVENANTED AND AGREED that, unless the consent shall first have been obtained by the Grantor or its successor or assignee as owner of the said Country Club, no more than one dwelling shall be constructed upon the premises conveyed herein and the said premises shall be used solely for, and no building shall be constructed upon the said premises unless used for, residential purposes and uses customarily accessory to a single family residence. Buildings that will be allowed on the basis that they are considered customarily accessory to residential purposes shall include, but not necessarily be limited to, a barn, garage, pool house, shed or gazebo.

IT BEING EXPRESSLY AGREED that the Grantee shall have the perpetual right to use a certain private right-of-way extending from Legislative Route 662 to the premises herein conveyed and now commonly known as Erhardt Lane for ingress and egress. Such right-of-way shall be appurtenant to the premises herein conveyed and may be used by Grantee, his heirs and assigns, in common with Grantor, its successors and assigns, and others having a right thereto, for ingress and egress to the said premises.

EXCEPTING AND RESERVING unto the Grantor, its successors and assigns, the perpetual right-of-way twenty-five (25) feet in width along the said Erhardt Lane and also extending continuously from the said Erhardt Lane to that portion of the lands of Grantor lying to the east of the premises conveyed herein, subject to the following covenants:

(1) Said right-of-way shall follow said Erhardt Lane and, departing from said Erhardt Lane, shall follow the course of the driveway existing and serving, as of the date hereof, the antenna tower which is the subject of the Lease (which driveway is located substantially as depicted on Exhibit "B" attached hereto and incorporated herein) but shall, where outside of such existing driveway, be constructed solely in the location approved by Grantee or his heirs or assigns. Such right-of-way may be used by Grantor its successors and assigns solely for ingress and egress to the lands of Grantor, its successors and assigns, in common with Lessee and Grantee and his heirs and assigns.

(2) Grantor, its successors and assigns shall have the right to improve the surface and maintain the right-of-way. Any construction of or improvement to the right-of-way shall be undertaken at the sole cost and expense of the Grantor, its successors or assigns.

(3) Grantor, for itself and its successors and assigns agrees to indemnify, defend and hold harmless the Grantee, his heirs and assigns from and against any loss, cost, liability, claim or damage suffered or incurred by or imposed, commenced or threatened against

Grantee, his heirs or assigns as a result of the use of the said right-of-way by Grantor, its successors or assigns or any of the employees, contractors, agents, licensees, lessees, guests or invitees of Grantor, its successors or assigns.

(4) Grantor further agrees, for itself, its successors and assigns, that upon commencement of use of the right-of-way the Grantor, its successors and assigns shall be responsible to keep and maintain the aforesaid private right-of-way known as Erhardt Lane in good and passable condition from the point where Erhardt Lane intersects Legislative Route 662 to the point where it intersects the premises herein conveyed.

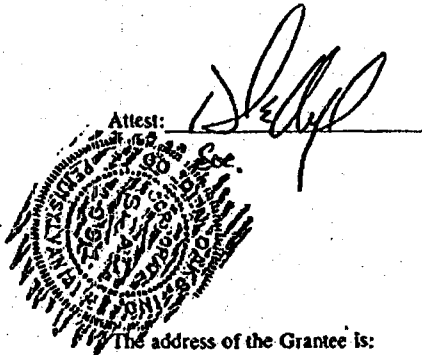
(5) Grantor further agrees for itself, its successors and assigns that as a condition to the reservation of this right-of-way the location of any maintenance or similar buildings constructed upon the portion of lands of Grantor lying east of these premises shall be located either in the area designated on the land development plans for the Golden Oaks Country Club approved by the Board of Supervisors of Ruscombmanor Township on January 4, 1995 or in such other location as is approved by the Grantee, his heirs or assigns. Such building or buildings shall also be buffered visually by trees or other landscaping so as to substantially conceal the view of them from the residence of Grantee to be constructed on the premises herein conveyed.

TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, passages, water, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of Grantor, in law as in equity, or otherwise howsoever, of, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above-described together with the buildings and improvements thereon erected, the hereditaments and premises hereby granted, or mentioned and intended so to be, with appurtenances, unto the Grantee, his heirs and assigns, to and for the only proper use and behoof of the Grantee, his heirs and assigns, forever.

AND the Grantor, for itself and its successors, does by these presents, covenant, grant and agree to and with Grantee, his heirs and assigns, that Grantor and its successors, all and singular the buildings, hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto Grantee, his heirs and assigns, against it and its successors and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, them or any of them, shall and will, SUBJECT AS AFORESAID, specially WARRANT and forever DEFEND.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed and delivered on the day and year first written above.



The address of the Grantee is:

8 Charlemont Court
Reading, Pa. 19607

Benjamin J. Remick
On behalf of Grantee

GOLDEN OAKS, INC.

By: Robert E. Paul
Its: Executive V.P.

By: Samuel Phutrogy
Its: Vice Chairman

This deed prepared by:

George Asimos, Jr. Esquire
Saul, Ewing, Remick & Saul
1055 Westlakes Drive, Suite 150
Berwyn, PA 19312

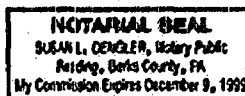
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Berks :

On this, the 11 day of January, 1996, before me, the undersigned officer,
personally appeared Robert E. Dean who acknowledged himself to be the Exec.
V.P. of GOLDEN OAKS, INC., a corporation, and that he as such
Exec. V.P., being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the corporation by himself as Exec.
V.P.

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

Susan L. Dengler

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Berks :



On this, the 11 day of January, 1996, before me, the undersigned officer,
personally appeared Samuel Chudnovsky who acknowledged himself to be the Vice -
Chairman of GOLDEN OAKS, INC., a corporation, and that he as such
Vice - Chairman, being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the corporation by himself as Vice -
Chairman

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

Susan L. Dengler

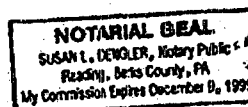




EXHIBIT "A"

Vitillo Group, Inc.
Environmental Research, Inc.
Environmental Constructors, Inc.

LEGAL DESCRIPTION
BRUBACHER TRACT
GOLDEN OAKS COUNTRY CLUB
RUSCOMBMANOR TOWNSHIP, BERKS COUNTY, PA
VGI FILE NO. E95-096

ALL THAT CERTAIN parcel or tract of land situate along the easterly side of Erhardt Lane (a private road) located in Ruscombmanor Township, Berks County, PA as shown on a survey map made for Golden Oaks Country Club, Dwg. No. E95096 dated 12/01/95 last revised 01/05/96 prepared by Vitillo Group, Inc., Reading, PA being more fully bounded and described as follows, to wit:

BEGINNING at a point near the centerline of Erhardt Lane (a private road) said point of beginning being a common corner of land of William D. & Phyllis Vanbuskirk and Golden Oaks, Inc.

THENCE from the said first mentioned point and place of beginning and along land of Golden Oaks, Inc. (of which this was a part) the three following courses and distances to wit:

1. North Thirty degrees, Fifty-five minutes, Fifty-four seconds East ($N30^{\circ}55'54''E$) a distance of Fifty-one feet and Six one hundredths of one foot (51.06') to an iron pin;
2. South Sixty-five degrees, Forty-eight minutes, Forty-one seconds East ($S65^{\circ}48'41''E$) a distance of Nine hundred Nineteen feet and Forty one hundredths of one foot (919.40') to an iron pin;
3. South Two degrees, Twelve minutes, Eight seconds West ($S02^{\circ}12'08''W$) a distance of Nine hundred Seventy-two feet and Sixty-eight one hundredths of one foot (972.68') to an iron pin in line of land of David & Diane M. Small;

THENCE along land of the said David & Diane M. Small and along land of Raymond Himmelreich North Seventy-six degrees, Forty-four minutes, Twenty-six seconds West ($N76^{\circ}44'26''W$) a distance of One thousand Two hundred Thirty-four feet and Seventy-four one hundredths of one foot (1234.74') to a steel pin, a corner of land of Jeffrey Lessig;

THENCE along land of the said Jeffrey Lessig and North Twenty-eight degrees, Forty-nine minutes, Twenty-eight seconds East ($N28^{\circ}49'28''E$) a distance of Three hundred Seventeen feet and Sixty-eight one hundredths of one foot (317.68') to a steel pin;

VL 2695PG2362

THENCE continuing along land of Jeffrey Lessig and also along land of Francisco Campus North Twenty-four degrees, Five minutes, Forty-one seconds East (N24°05'41"E) a distance of Three hundred Two feet and Twenty-eight one hundredths of one foot (302.28') to a steel pin, a corner of land of the said Francisco Campus and land of Carl Herman:

THENCE along land of Carl Herman North Twenty-three degrees, Fifty-eight minutes, Forty-seven seconds East (N23°58'47"E) a distance of One hundred Sixty-eight feet and fifteen one hundredths of one foot (168.15') to a point, a corner of land of the aforesaid William D. & Phyllis Vanbuskirk:

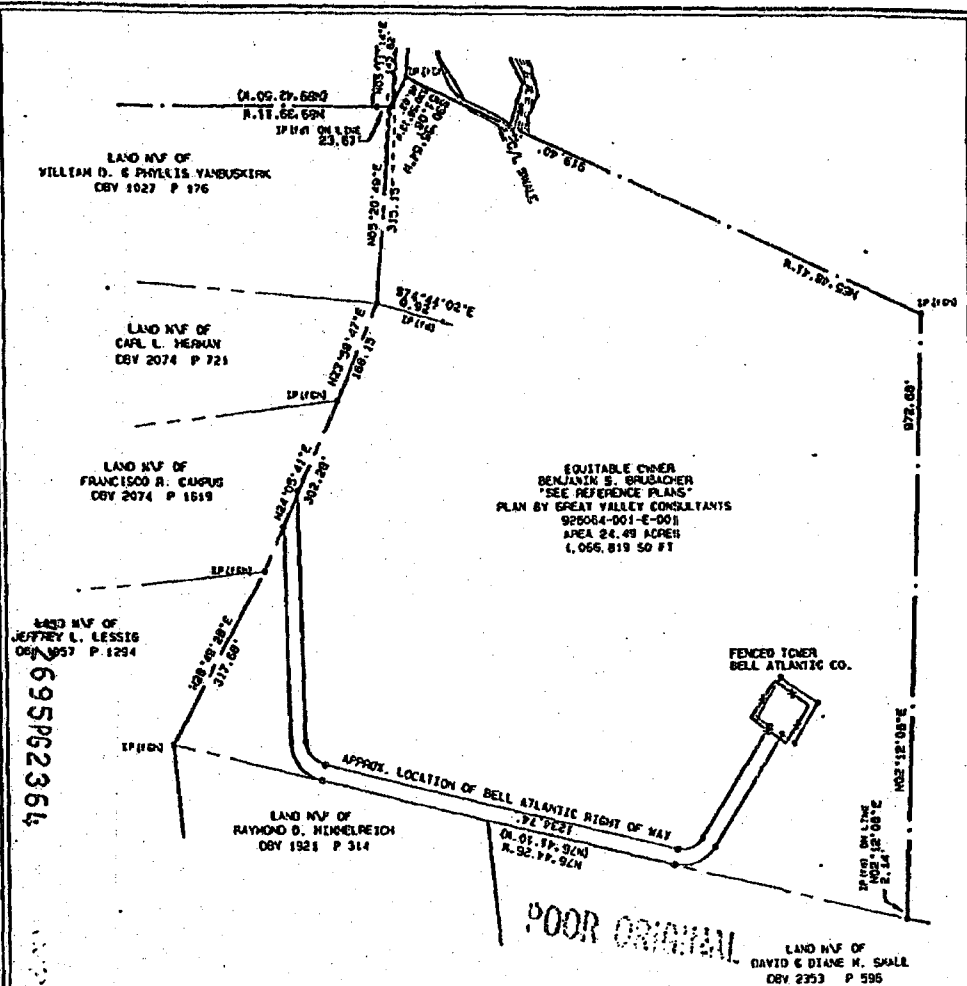
THENCE along land of the said William D. & Phyllis Vanbuskirk North Five degrees, Twenty minutes, Forty-nine seconds East (N05°20'49"E) a distance of Three hundred Fifteen feet and Fifteen one hundredths of one foot (315.15') to the first mentioned point and place of beginning.

CONTAINING an area of 24.49 Acres, be the same more or less.

TOGETHER with a 53' wide right of way over Erhardt Lane and also various easements of record.



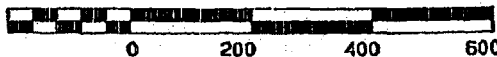
VL2695PG2363



BENJAMIN S. BRUBACHER PARCEL "EXHIBIT 8"

NOTE: THIS EXHIBIT IS A COPY TAKEN
DIRECTLY FROM THE GOLDEN OAKS COUNTRY CLUB
ALTA SURVEY, CHG NO. E95096, LAST REVISED
01/05/96 PREPARED BY VITILLO GROUP, INC.

GRAPHIC SCALE 1"=200'



VITILLO GROUP, INC.
Engineers, Surveyors, Planners & Managers
506 COMMERCE DRIVE
FLYING HILLS CORPORATE CENTER
READING, PA. 19607

TEL (610) 791-1012 • FAX (610) 775-2254

FILE NAME: BRUBACHER PARCEL	
JOB No: E95096	DATE 01/05/96
SCALE: 1"=200'	REV.
DRAWN BY: MDP	REV.
CHECKED:	FILE: COSURV.PRO

Handwritten: Return Title

2695

00324

2337

6



RECORDED IN DEEDS CO., PA.

Emilia H. Hines
RECORDER OF DEEDS

VL2695PG2365

55
65

DEED # 824
01-12-96 12:40DQWHA 06231702
APF HSNG \$21.50
FEE \$21.00
WRIT \$0.50
PA TRANS TAX \$1800.00
OLEY VLY SD \$900.00
RUSCHMAN TP \$900.00
ST \$3645.00
CHK \$10831.50
CD \$107186.50
THANK YOU
RECORDER OF DEEDS
ELLIE ANTOINE
RECORDING PA/GENS CD
CHK \$10831.50
01-12-96 12:40DQWHA 06231702

1,800.-

1,800.-

21/51
23/51

WITNESS OUR HANDS AND SEALS THIS 20TH DAY OF JULY, A.D., 1933.

WITNESSES:

HARRY E. DUIGNAN

APPROVED
J.E.D.
R.W. ENGR

APPROVED
AS TO
FORM
H.V.F.
COUNSEL

DAVID A. MANWILLER
CANDACE MANWILLER

(SEAL)
(SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BERKS

SS:

ON THIS 20TH DAY OF JULY, 1933, BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, PERSONALLY APPEARED THE ABOVE NAMED DAVID A. MANWILLER AND CANDACE MANWILLER, HIS WIFE, AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE THEIR ACT AND DEED AND DESIRED THE SAME TO BE RECORDED AS SUCH.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR AFORESAID.

HARRY E. DUIGNAN

(SEAL)

MY COMMISSION EXPIRES MARCH 5TH, 1937.

NOTARY PUBLIC.

RECORDED: - AUGUST FOURTEENTH, A.D., 1933.

Harry E. Duignan

RECORDER.

RIGHT OF WAY } THE UNDERSIGNED GRANTORS, BEING THE OWNERS OF LAND SITUATE IN
CHARLES D. NOLL & WIFE } THE TOWNSHIP OF RUSCOMBMANOR, COUNTY OF BERKS AND STATE OF
TO } PENNSYLVANIA, WHICH SAID LAND ABUTS ON THE STREET OR HIGHWAY
METRO. EDISON CO. } KNOWN AS STATE LEGISLATIVE ROUTE #72D2, AND IS BOUNDED NORTHERLY
BY LAND OF JOHN KELLER, AND SOUTHERLY BY LAND OF D. MANWILLER,
IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) RECEIVED FROM METROPOLITAN EDISON
COMPANY, AN ELECTRIC LIGHT, HEAT AND POWER COMPANY ORGANIZED UNDER THE LAWS OF THE STATE
OF PENNSYLVANIA, HEREINAFTER CALLED GRANTEE, HEREBY GRANT AND CONVEY UNTO THE SAID
GRANTEE, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND AUTHORITY TO ENTER UPON AND
CONSTRUCT, ERECT, EXTEND, OPERATE, REPLACE, RELOCATE, REPAIR AND PERPETUALLY MAINTAIN A
POLE LINE WITH THE NECESSARY WIRES, CROSS ARMS, GUY WIRES AND OTHER USUAL FIXTURES AND
APPURTENANCES, AS MAY BE NECESSARY FOR THE CONVENIENT TRANSACTION OF ITS BUSINESS, ON SAID
LAND ALONG THE SAID STREET OR HIGHWAY AND / OR ON THE LATTER.

TOGETHER WITH THE RIGHT TO TRIM, CUT AND REMOVE TREES AND UNDERBRUSH THAT ARE WITHIN
TEN FEET OF ANY WIRE STRUNG ON SAID POLE LINE; PROVIDED, HOWEVER, ANY DAMAGE (OTHER THAN
FOR TRIMMING, CUTTING AND REMOVING TREES) TO THE PROPERTY OF THE UNDERSIGNED CAUSED BY THE
SAID GRANTEE IN MAINTAINING OR REPAIRING THE SAID POLE LINE, SHALL BE BORNE BY THE SAID
GRANTEE.

WITNESS OUR HANDS AND SEALS THIS 19TH DAY OF JULY, A.D., 1933.

WITNESSES:

HARRY E. DUIGNAN

APPROVED
J.E.D.
R.W. ENGR

APPROVED
AS TO
FORM
H.V.F.
COUNSEL

CHARLES D. NOLL
EDNA H. NOLL

(SEAL)
(SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BERKS

SS:

ON THIS 19TH DAY OF JULY, 1933, BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, PERSONALLY APPEARED THE ABOVE NAMED CHARLES D. NOLL AND EDNA H. NOLL, HIS WIFE, AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE THEIR ACT AND DEED AND DESIRED THE SAME TO BE RECORDED AS SUCH,

Vol. 131

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR AFORESAID.

HELEN T. WERTH

(SEAL)

MY COMMISSION EXPIRES DEC. 15, 1940.

NOTARY PUBLIC, D.C.

STATE OF PENNSYLVANIA)
) ss:
 COUNTY OF DAUPHIN)

ON THE 2ND DAY OF FEB. ANNO DOMINI, 1938, BEFORE ME, A ALDERMAN OF THE COMMONWEALTH OF PENNSYLVANIA, RESIDING AT 1536 N. 4TH ST., HBS. PA., PERSONALLY APPEARED THE ABOVE NAMED WARREN F. MOLL, AND IN DUE FORM OF LAW ACKNOWLEDGED THE FOREGOING RELEASE TO BE ---- ACT AND DEED, AND DESIRED THE SAME MIGHT BE RECORDED AS SUCH.

WITNESS MY HAND AND ALDERMAN ---- THE DAY AND YEAR AFORESAID.

RUSSELL O. RITCHIE

(SEAL)

MY COMMISSION EXPIRES FIRST MONDAY IN JANUARY, 1944.

ALDERMAN.

RECORDED:- FEBRUARY NINTH, A.D., 1938.

James N. Guldin Jr.
 RECORDER.

RIGHT OF WAY) INDENTURE, MADE THIS 18TH DAY OF JANUARY, 1938, BY AND BETWEEN MARTIN B.
 MARTIN B. DEYSHER & WIFE) DEYSHER AND CLARIBEL M. DEYSHER, HIS WIFE, OF THE BOROUGH OF FLEETWOOD,
 TO) COUNTY OF BERKS, COMMONWEALTH OF PENNSYLVANIA (HEREINAFTER CALLED THE
 METRO. EDISON CO.) GRANTOR), AND THE METROPOLITAN EDISON COMPANY, A PENNSYLVANIA
) CORPORATION (HEREINAFTER CALLED THE GRANTEE). WITNESSETH:

THAT IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) IN HAND PAID BY THE GRANTEE TO THE GRANTOR CONCURRENTLY HERewith, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE GRANTOR HEREBY GRANTS AND CONVEYS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN EASEMENT, RIGHT, PRIVILEGE, AND RIGHT OF WAY UPON, OVER AND ACROSS THE LANDS OF THE GRANTOR SITUATED IN THE TOWNSHIP OF RUSCOMBMANOR, COUNTY OF BERKS, COMMONWEALTH OF PENNSYLVANIA, DESCRIBED AS FOLLOWS:

BOUNDED NORTHERLY BY LAND OF JOHN KELLER, SOUTHERLY BY LANDS OF ELAM FOX DANIEL BUSKIRK AND ELLWOOD PALSGROVE, EASTERLY BY LAND OF JOHN KELLER, WESTERLY BY PRICETOWN TO FRIEDENSBURG ROAD KNOWN AS ROUTE #662.

RIGHT OF WAY ENTERS LAND OF GRANTOR AT PRICETOWN TO FRIEDENSBURG ROAD KNOWN AS ROUTE #662, THENCE CONTINUES IN AN EASTERLY DIRECTION ACROSS LAND OF GRANTOR A DISTANCE OF FIVE HUNDRED FEET TO DWELLING HOUSE OF GRANTOR.

THE EXACT LOCATION THEREOF TO BE SELECTED BY THE GRANTEE AFTER ITS FINAL SURVEYS HAVE BEEN MADE.

TOGETHER WITH THE RIGHT TO ENTER UPON AND ERECT, EXTEND, INSPECT, OPERATE, REPLACE, REPAIR, AND PERPETUALLY MAINTAIN A LINE OF POLES WITH NECESSARY WIRES, CROSS ARMS, GUY WIRES, PUSH BRACES AND OTHER USUAL FIXTURES AND APPURTENANCES AS MAY BE NECESSARY FOR THE CONVENIENT TRANSACTION OF ITS BUSINESS.

TOGETHER WITH THE RIGHT TO TRIM, CUT AND REMOVE TREES AND UNDERBRUSH THAT ARE WITHIN TEN (10) FEET OF ANY WIRE STRUNG ON SAID POLE LINE; PROVIDED, HOWEVER, ANY DAMAGE (OTHER THAN FOR TRIMMING, CUTTING AND REMOVING TREES) TO THE PROPERTY OF THE UNDERSIGNED CAUSED BY THE SAID GRANTEE IN MAINTAINING OR REPAIRING THE SAID POLE LINE, SHALL BE BORNE BY THE SAID GRANTEE.

RESERVING, HOWEVER, TO THE GRANTOR THE RIGHT TO CULTIVATE THE GROUND BETWEEN SAID POLES AND BENEATH SAID WIRES, PROVIDED THAT SUCH USE SHALL NOT INTERFERE WITH OR OBSTRUCT THE RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, THE GRANTOR HERETO HAS DULY EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESS:
 CHARLES A. HOFSES

APPROVED: J.E.D.
 R. OF W. DEPT.

AS TO FORM: H.V.F.
 LEGAL DEPT.

TAX
 STAMPS

MARTIN B. DEYSHER
 CLARIBEL M. DEYSHER

(SEAL)
 (SEAL)

COMMONWEALTH OF PENNSYLVANIA §
COUNTY OF BERKS § SS.

ON THIS 18TH DAY OF JANUARY, 1938, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH AFORESAID, PERSONALLY APPEARED THE ABOVE NAMED MARTIN B. DEYSHER AND CLARIBEL M. DEYSHER, HIS WIFE, AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE THEIR ACT AND DEED AND DESIRED THE SAME TO BE RECORDED AS SUCH.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR AFORESAID.

CHARLES A. HOFSES (SEAL)

MY COMMISSION EXPIRES MARCH 5, 1941.

NOTARY PUBLIC.

RECORDED:- FEBRUARY TENTH, A.D., 1938.

James H. Guldin Jr.
RECORDER.

RIGHT OF WAY INDENTURE, MADE THIS 23 DAY OF DECEMBER, 1937, BY AND
JACOB R. FENSTERMAKER & WIFE BETWEEN JACOB R. FENSTERMAKER AND SARAH A. FENSTERMAKER,
TO HIS WIFE, OF THE TOWNSHIP OF LONGSWAMP, COUNTY OF BERKS,
METRO. EDISON CO. COMMONWEALTH OF PENNSYLVANIA (HEREINAFTER CALLED THE
GRANTOR), AND THE METROPOLITAN EDISON COMPANY, A PENNSYLVANIA
CORPORATION (HEREINAFTER CALLED THE GRANTEE). WITNESSETH:

THAT IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) IN HAND PAID BY THE GRANTEE TO THE GRANTOR CONCURRENTLY HERewith, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE GRANTOR HEREBY GRANTS AND CONVEYS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN EASEMENT, RIGHT, PRIVILEGE, AND RIGHT OF WAY UPON, OVER AND ACROSS THE LANDS OF THE GRANTOR SITUATED IN THE TOWNSHIP OF LONGSWAMP, COUNTY OF BERKS, COMMONWEALTH OF PENNSYLVANIA, DESCRIBED AS FOLLOWS:

GRANTORS LAND IS BOUNDED NORTHERLY BY LAND OF BRYAN ROHRBACH, EASTERLY BY LAND OF OSCAR KROCK, SOUTHERLY BY LAND OF NATHAN FEGELY AND WILLIAM ROHRBACH, WESTERLY BY LAND OF NATHAN FEGELY.

RIGHT OF WAY ENTERS GRANTORS LAND FROM LAND OF BRYAN ROHRBACH, THENCE CONTINUES IN A SOUTHERLY COURSE ACROSS GRANTORS LAND TO LAND OF NATHAN FEGELY.

THE EXACT LOCATION THEREOF TO BE SELECTED BY THE GRANTEE AFTER ITS FINAL SURVEYS HAVE BEEN MADE.

TOGETHER WITH THE RIGHT TO ENTER UPON AND ERECT, EXTEND, INSPECT, OPERATE, REPLACE, REPAIR, AND PERPETUALLY MAINTAIN A LINE OF POLES WITH NECESSARY WIRES, CROSS ARMS, GUY WIRES, PUSH BRACES AND OTHER USUAL FIXTURES AND APPURTENANCES AS MAY BE NECESSARY FOR THE CONVENIENT TRANSACTION OF ITS BUSINESS.

TOGETHER WITH THE RIGHT TO TRIM, CUT AND REMOVE TREES AND UNDERBRUSH THAT ARE WITHIN TEN (10) FEET OF ANY WIRE STRUNG ON SAID POLE LINE; PROVIDED, HOWEVER, ANY DAMAGE (OTHER THAN FOR TRIMMING, CUTTING AND REMOVING TREES) TO THE PROPERTY OF THE UNDERSIGNED CAUSED BY THE SAID GRANTEE IN MAINTAINING OR REPAIRING THE SAID POLE LINE, SHALL BE BORNE BY THE SAID GRANTEE.

RESERVING, HOWEVER, TO THE GRANTOR THE RIGHT TO CULTIVATE THE GROUND BETWEEN SAID POLES AND BENEATH SAID WIRES, PROVIDED THAT SUCH USE SHALL NOT INTERFERE WITH OR OBSTRUCT THE RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, THE GRANTOR HERETO HAS DULY EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESS:
EARL A. RUPPERT
APPROVED: J.E.D.
R. OF W. DEPT.
AS TO FORM: H.V.F.
LEGAL DEPT.

TAX
STAMPS

X JACOB R. FENSTERMAKER (SEAL)
SARAH A. FENSTERMAKER (SEAL)

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Russell Anderson
Robert J. Mann **RECORDER**
11/20/2004

#9178

The undersigned Grantors, being the owners of land situate in the Township of Ruscombannon
County of Berks, Commonwealth of Pennsylvania, which said land abuts on the street or highway known as
Road leading from Pricetown to Oley, Legislative Route A-7202

and is bounded Northerly by land of Emma H. Hurst
and Southerly by land of Mahlon G. Hagenhurst
in consideration of the sum of One Dollar (\$1.00) received from Metropolitan Edison Company
a Pennsylvania corporation, hereinafter called Grantee, hereby grant and convey to Grantee, its successors and assigns,
the right to construct, maintain and operate an electric line consisting of poles, conductors, overhead and underground lighting protective
wires, private communication wires, guys, push braces and other apparatus and equipment deemed by Grantee to be necessary therefor, upon,
over, across and under said land along the said street or highway and/or on the latter

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ten (10) feet of any wire strung on said line; provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantors, caused by said Grantee in constructing or maintaining said line, shall be borne by said Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

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 this 10th day of August, A.D. 1964

Witness: Forrest K. Bortz

State Realty Tax \$.01
Ruscombannon Twp Tax \$.01

Myrle E. Morgan

(Seal)

(Seal)

State of Pennsylvania } ss.
County of Berks }

On this, the 10th day of August, 1964, before me: Forrest K. Bortz

the undersigned officer, personally appeared Myrle E. Morgan, Widow

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

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

My commission expires March 4, 1966

Forrest K. Bortz (N.P. SEAL)

MUELENBERG TOWNSHIP, BERKS COUNTY Notary Public

Recorded: August 19, 1964 at 9:59 A.M.

Recorder

#9179

The undersigned Grantors, being the owners of land situate in the Township of Ruscombannon
County of Berks, Commonwealth of Pennsylvania, which said land abuts on the street or highway known as
Road leading from Pricetown to Oley, Legislative Route A-7202

and is bounded Northerly by land of Reuben L. Strauss and Clarence B. Zuber
and Southerly by land of Elam B. Fox
in consideration of the sum of One Dollar (\$1.00) received from Metropolitan Edison Company
a Pennsylvania corporation, hereinafter called Grantee, hereby grant and convey to Grantee, its successors and assigns,
the right to construct, maintain and operate an electric line consisting of poles, conductors, overhead and underground lighting protective
wires, private communication wires, guys, push braces and other apparatus and equipment deemed by Grantee to be necessary therefor, upon,
over, across and under said land along the said street or highway and/or on the latter

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ten (10) feet of any wire strung on said line; provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantors, caused by said Grantee in constructing or maintaining said line, shall be borne by said Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

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 this 10th day of August, A.D. 1964

Witness: Forrest K. Bortz

State Realty Tax \$.01
Ruscombannon Twp Tax \$.01

William M. Harr

(Seal)

Marion Mae Harr

(Seal)

State of Pennsylvania } ss.
County of Berks }

On this, the 10th day of August, 1964, before me: Forrest K. Bortz

the undersigned officer, personally appeared William M. Harr and Marion Mae Harr, 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.

My commission expires March 4, 1966

Forrest K. Bortz (N.P. SEAL)

MUELENBERG TOWNSHIP, BERKS COUNTY Notary Public

Recorded: August 19, 1964 at 9:59 A.M.

Recorder

Document No.
Work Order No. 51-1000-90012/360.11
Line No. 769 360.12
Grid No. 53637-40289

EASEMENT

The undersigned, GOLDEN OAKS, INC., A PENNSYLVANIA CORPORATION

lands situate in the TOWNSHIP of RUSCOMBMANOR (the "Grantor") is the owner of certain
BERKS Pa., bounded and/or described as follows (the "Land"): [Include information
such as street address, subdivision plan name and number, lot number, recording data and tax parcel number]
RECORDED IN DEED BOOK 2240, PAGE 1144, BERKS COUNTY RECORDS

Grantor, in recognition of the obligation of Metropolitan Edison Company, a Pennsylvania Corporation (the "Grantee")
to furnish and maintain adequate, efficient, safe and reasonable service and facilities, and intending to be legally bound,
hereby grants and conveys to Grantee a permanent easement and uninterrupted right, from time to time, to construct,
reconstruct, operate, inspect, replace, improve, maintain, relocate, extend and remove overhead, underground and ground
level facilities described below (the "Facilities") as may be necessary or convenient for electric and communication
purposes for the use and benefit of the Land and/or adjacent lands on, over, under and across the
WESTCENTRAL portion of the Land.

The Facilities may include, without limitation, poles (with or without crossarms), guy wires, street lights and standards,
transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers, pedestals,
terminal boxes, hand-holes and other related equipment and apparatus from time to time deemed necessary or convenient
by Grantee to accomplish the above purposes.

Grantor further grants and conveys to Grantee the right, from time to time, to (i) trim, cut or remove vegetation
and trees and remove objects which are within TEN(10) feet of overhead
Facilities, or within three feet of poles or other Facilities at ground level (except in front of Facilities' access doors
where the clearance distance shall be ten feet); (ii) make excavations to accomplish the above purposes; and (iii) enter
upon the Land without notice for all of the purposes hereof.

Grantor covenants not to (i) construct, place, maintain or use structures of any kind, vegetation or trees over
underground Facilities or within three feet of poles or other Facilities at ground level (except in front of Facilities' access
doors where the clearance distance shall be ten feet); (ii) raise or lower the ground elevation of the Land above or
beneath the Facilities; (iii) grow any vegetation or trees, which have a natural growing height exceeding eight feet,
beneath overhead Facilities; or (iv) obstruct access to, remove structural support from, divert or impound water to or
on or otherwise interfere with, the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee
and their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this easement this 16TH day of APRIL, 1993.

Attest: (affix Corporate seal)

Robert C. Reed
SECRETARY

GOLDEN OAKS, INC.
BY: PK Reed
PRESIDENT

BY A CORPORATION

STATE OF PENNSYLVANIA
COUNTY OF BERKS

On this, the 16 day of APRIL, 19 93, before me JOHN GILBERT SMITH, the undersigned officer, personally appeared R. K. BEAN, who acknowledged himself to be the PRESIDENT of GOLDEN OAKS, INC., a corporation, and that he as such PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as PRESIDENT.

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

Notarial Seal
John Gilbert Smith, Notary Public
Spring Twp., Berks County
My Commission Expires April 15, 1996
Member, Pennsylvania Association of Notaries

[Signature]
Notary

RIGHT-OF-WAY

Golden Oaks, Inc.

TO

METROPOLITAN EDISON COMPANY

Date April 15, 19 93

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:

Notary

On this, the _____ day of _____, 19 _____, before me _____, the undersigned officer, personally appeared _____, known to _____, subscribed to the within instrument, and acknowledged that he _____ executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

BY INDIVIDUALS
STATE OF PENNSYLVANIA
COUNTY OF _____

583337 09:42:04

51-1000-90012/360.11 & 360.12
36 Ext. to Golden Oaks County Club
Ruscomb...

BY A CORPORATION

STATE OF PENNSYLVANIA
COUNTY OF BERKS

On this, the 14th day of APRIL, 19 94, before me JOHN G. SMITH, the undersigned officer, personally appeared ENIDIO FILIPPINI, who acknowledged himself to be the PRESIDENT of GOLDEN OAKS, INC., a corporation, and that he as such PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as PRESIDENT.

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

Notarial Seal
John Gilbert Smith, Notary Public
Spring Twp., Berks County
My Commission Expires April 15, 1995
Member, Pennsylvania Association of Notaries

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.

Date April 14, 19 94
TO
METROPOLITAN EDISON COMPANY
Purchaser Under Agreement of Sale
Benjamin S. Brubacher, married
Golden Oaks, Inc., Owner-Seller and

RIGHT-OF-WAY

On this, the 13 day of April, 19 94, before me Benjamin S. Brubacher, married, the undersigned officer, personally appeared me (or satisfactorily proven) to be the person(s) whose name(s) 15 subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Seal
Benjamin S. Brubacher, Notary Public
Spring Twp., Berks County
My Commission Expires April 15, 1995

2561862040

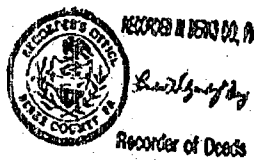
STATE OF PENNSYLVANIA
COUNTY OF BERKS

51-1000-90477/360.1)
Pvt. Ex. to Bell Atlantic
Ruecombano, Inc.

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VL 2564 PG 2041

DEED N 45565
08-10-94 10:56:07 0614686
FEE 51.00
LINT 40.50
ST #3 25.50
CHK 4270.00
CO 4256.50
THANK YOU
RECORDER OF DEEDS
LINDA H. FREY
RECORDING FV/REXIS CO
CHK 4270.00
08-10-94 10:56:07 0614686

W.O. 62051 R.2340
C.O. FLW0

A Bell Atlantic Company
© Bell of Pennsylvania

Underground Grant

31-226
(10/92)

Received of THE BELL TELEPHONE COMPANY OF PENNSYLVANIA, the undersigned hereby grants unto the said company, its successors and assigns, the right, privilege and authority to construct, reconstruct, and to supplement, operate and maintain communications facilities, (including distribution laterals connected to said facilities), consisting of, but not limited to such conduits, manholes, cables, wires, loading coil cases, pedestals, terminals, and other appurtenances as the grantee may from time to time require on, under, along and across our land, said land being located along Erhardt Road

Boxing City/Township of Ruscomb

County of Berks

Commonwealth of Pennsylvania, with the right of access over said land to construct and maintain said underground facilities and appurtenances thereof by the most reasonable means; and to permit others to use facilities constructed hereunder, with the further right to lease and/or convey any part or all of the rights hereunder to an electric light, power or other company for the purpose of the transmission and distribution of electric energy or communications signals.

This grant permits the placement of approximately 1200' (feet) of buried cable and conduit on said property. See Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) this 14th day of April, A.D. 1991
at #10 Stonehedge Drive, Fleetwood, PA 19522
(Post Office Address)

WITNESS OR ATTEST:

William H. Dasher

PROPERTY OWNER:

Emilio Filippini
Emilio Filippini, President
Golden Oaks, Inc.

2531 P 480

(Corporate Acknowledgement)

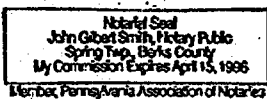
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DEAKS

} s.s.

On this 14th day of April, A.D. 1999,
before me, this subscriber, a Notary Public for the Commonwealth of Pennsylvania, personally appeared
Emidio Filippini

who acknowledged h im self to be PRESIDENT
of GOLDEN OAKS, INC. a corporation/partnership,
and that he as such being authorized to do so, executed the
foregoing instrument for the purpose therein contained by signing the name of the corporation/partnership by
h im self as PRESIDENT

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



[Signature]
(Notary Public)

(Individual Acknowledgement)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF

} s.s.

On this _____ day of _____, A.D. 199____,
before me, this subscriber, a Notary Public for the Commonwealth of Pennsylvania, personally appeared the
above named _____
and in due form of law acknowledged the foregoing instrument for the purpose therein contained to be
_____ h _____ act and deed, and desired the same might be recorded as such.

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

1121 2531 P 481
1121 1121

(Notary Public)

**© Bell Atlantic
Mobile Systems**
180 WASHINGTON VALLEY ROAD
BEDMINSTER, N.J. 07921

LINE	BEARING	DIST.
1.	N 57°24'21" E	75.00'

CURVE TABLE					
ARC	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
1°	0° 49' 04" 00	100.0000	1.7453	0° 49' 04" 00	99.9998
2°	0° 58' 08" 00	100.0000	3.4906	0° 58' 08" 00	99.9939
3°	0° 67' 12" 00	100.0000	5.2359	0° 67' 12" 00	99.9800
4°	0° 76' 16" 00	100.0000	6.9812	0° 76' 16" 00	99.9671
5°	0° 85' 20" 00	100.0000	8.7265	0° 85' 20" 00	99.9552
6°	0° 94' 24" 00	100.0000	10.4718	0° 94' 24" 00	99.9443
7°	0° 103' 28" 00	100.0000	12.2171	0° 103' 28" 00	99.9344
8°	0° 112' 32" 00	100.0000	13.9624	0° 112' 32" 00	99.9255
9°	0° 121' 36" 00	100.0000	15.7077	0° 121' 36" 00	99.9176
10°	0° 130' 40" 00	100.0000	17.4530	0° 130' 40" 00	99.9107
11°	0° 139' 44" 00	100.0000	19.1983	0° 139' 44" 00	99.9048
12°	0° 148' 48" 00	100.0000	20.9436	0° 148' 48" 00	99.8999
13°	0° 157' 52" 00	100.0000	22.6889	0° 157' 52" 00	99.8960
14°	0° 166' 56" 00	100.0000	24.4342	0° 166' 56" 00	99.8931
15°	0° 176' 00" 00	100.0000	26.1795	0° 176' 00" 00	99.8912
16°	0° 185' 04" 00	100.0000	27.9248	0° 185' 04" 00	99.8903
17°	0° 194' 08" 00	100.0000	29.6701	0° 194' 08" 00	99.8904
18°	0° 203' 12" 00	100.0000	31.4154	0° 203' 12" 00	99.8915
19°	0° 212' 16" 00	100.0000	33.1607	0° 212' 16" 00	99.8936
20°	0° 221' 20" 00	100.0000	34.9060	0° 221' 20" 00	99.8967
21°	0° 230' 24" 00	100.0000	36.6513	0° 230' 24" 00	99.9008
22°	0° 239' 28" 00	100.0000	38.3966	0° 239' 28" 00	99.9059
23°	0° 248' 32" 00	100.0000	40.1419	0° 248' 32" 00	99.9120
24°	0° 257' 36" 00	100.0000	41.8872	0° 257' 36" 00	99.9191
25°	0° 266' 40" 00	100.0000	43.6325	0° 266' 40" 00	99.9282
26°	0° 275' 44" 00	100.0000	45.3778	0° 275' 44" 00	99.9393
27°	0° 284' 48" 00	100.0000	47.1231	0° 284' 48" 00	99.9524
28°	0° 293' 52" 00	100.0000	48.8684	0° 293' 52" 00	99.9675
29°	0° 302' 56" 00	100.0000	50.6137	0° 302' 56" 00	99.9846
30°	0° 312' 00" 00	100.0000	52.3590	0° 312' 00" 00	99.9997
31°	0° 321' 04" 00	100.0000	54.1043	0° 321' 04" 00	100.0168
32°	0° 330' 08" 00	100.0000	55.8496	0° 330' 08" 00	100.0359
33°	0° 339' 12" 00	100.0000	57.5949	0° 339' 12" 00	100.0570
34°	0° 348' 16" 00	100.0000	59.3402	0° 348' 16" 00	100.0801
35°	0° 357' 20" 00	100.0000	61.0855	0° 357' 20" 00	100.1052
36°	0° 366' 24" 00	100.0000	62.8308	0° 366' 24" 00	100.1323
37°	0° 375' 28" 00	100.0000	64.5761	0° 375' 28" 00	100.1614
38°	0° 384' 32" 00	100.0000	66.3214	0° 384' 32" 00	100.1925
39°	0° 393' 36" 00	100.0000	68.0667	0° 393' 36" 00	100.2256
40°	0° 402' 40" 00	100.0000	69.8120	0° 402' 40" 00	100.2607
41°	0° 411' 44" 00	100.0000	71.5573	0° 411' 44" 00	100.2978
42°	0° 420' 48" 00	100.0000	73.3026	0° 420' 48" 00	100.3369

LEGEND

STANDARD BRANDS • FINEST QUALITY

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44-38861-1075

U.S. AIR FORCE

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POOR ORIGINAL

PLAN
GRAPHIC SCALE
1" = 100'

GOLDEN OAKS
D.B.V. 3740, F. 1164
O.A.V. 57
1942

[illegible]

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RECORDED IN DEEDS CO., GA.
L. H. Frey
Recorder of Deeds

DEED N 23504
04-20-94 10:58PMT 06123708
FEE \$11.00
UNIT \$0.50
ST \$1.75-50
CHK \$141.00
CC \$127.50

THANK YOU
RECORDER OF DEEDS
LINDA H. FREY
READING, PA/DEKALB CO
CHK \$141.00
04-20-94 10:58PMT 06123708

2531 P 483

U.O. 6286
C.O. FLWD

R13127

©Bell Atlantic

Antenna Site Right of Way Grant

31-245
4.97

Received of Bell Atlantic - Pennsylvania, Inc., (hereinafter referred to as the Telephone Company), for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, Grantor(s), Ben Brubacher

(Corporation, Partnership, Individual)

being the owner(s) of record, hereby grant(s) unto the Telephone Company, its successors, assigns, lessees and agents, the right, privilege and authority to construct, reconstruct, operate, maintain, renew, replace and remove all remote terminal cabinet(s), antenna entrance facilities, pads, underground communications lines, appliances, conduits, cables and wires (herein referred to as utility facilities) necessary to provide telephone service to the antenna site Rate Demarcation Point (RDP) located at Erhardt Road

~~Roxbury~~ Township of Ruscomb Manor, County of Berks, Commonwealth of Pennsylvania as shown on the exhibit "A" (which is attached hereto and made a part hereof).

Said Grantor(s) further grant(s) unto the Telephone Company the right of use and access over said land to and/or from said utility facilities by the Telephone Company's employees and/or agents and equipment for the purposes of providing telephone service to the antenna site.

Said utility facilities shall be installed in a good and workmanlike manner by and at the expense of the Telephone Company; but any subsequent relocation, rearrangement or removal of said utility facilities shall be done by the Telephone Company at the expense of the Grantor(s) or the Grantors lessee(s) at the antenna site if the Grantor has transferred this financial responsibility to the lessee(s) unless such relocation, rearrangement or removal is caused by the Telephone Company.

Said Grantor(s) further grant(s) the Telephone Company the right to cut back such foliage (trees, shrubs, brush, etc.) as may interfere with the use and operation of said utility facilities.

Said utility facilities shall remain the property of the Telephone Company which shall at all times retain the right to remove same.

The Telephone Company shall indemnify and hold harmless the Grantor(s) and tenants of said premises from all damages caused by the negligence of the Telephone Company's employees in the installation, maintenance or removal of said utility facilities.

This grant permits the placement of approximately 1200' feet of buried cable and an electronic interface cabinet on said property.

IN WITNESS WHEREOF, I Ben Brubacher have hereunto set my hand(s) and seal(s) this 30TH day of March, A.D. 1998 at

10 Creighton Circle, Reading, PA 19607

(Post Office Address)

WITNESS OR ATTEST:

Alan M. Hensinger

Benjamin S. Brubacher
Ben Brubacher

BENJAMIN S. BRUBACHER

VL2931PG 859

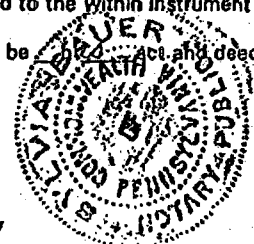
(Individual(s) Acknowledgement)

COMMONWEALTH OF PENNSYLVANIA

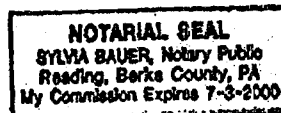
COUNTY OF Pennacster } S.S.

On this 30th day of March, A.D. 1998
before me, Benjamin S. Brubaker Sylvia Bauer, a Notary Public for the
Commonwealth of Pennsylvania, personally appeared he
known to me ~~(or satisfactorily proven)~~ to be the person(s) whose name(s) he subscribed to the within instrument
and in due form of law acknowledged the said instrument for the purpose therein contained to be his act and deed,
and desired the same might be recorded as such.

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



Sylvia Bauer
(Notary Public)



(Corporation Acknowledgement)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ } S.S.

On this _____ day of _____, A.D. _____
before me, _____ a Notary Public for the
Commonwealth of Pennsylvania, personally appeared _____
who acknowledged _____ self to be the _____ of
(Title)
the _____ a
(Name of Corporation)
corporation, and that _____ as such _____ being
(Title)
authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the
corporation by _____ self as said _____
(Title)

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

(Notary Public)

YL2931PG 860

POOR ORIGINAL

BAMS SITE
ANNI ERHARDT ROAD

6-6 MCNV
NFA-25A1

664°F
654°F

664°F

W-W 660'
SUB COND

DIRT LAKE

6-6 PULL
THRU
642°F
1-1/2" TPP

642°F
W-TB 620'
SUB COND

8-27 LINE

ERHARDT DR

ANNW-50

XX3412L6-012

53690
40071
(12)
UP 20'

2-6.6M

YL2931PG 861:



RECORDED IN BERKS CO., PA

John A. Miller
RECORDER OF DEEDS

RES 98-04-21
SANDY

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VL2931PG 862

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2.00
15.50

effective as of

MEMORANDUM OF LEASE AGREEMENT

executed on November 3, 1992

This Memorandum made this 29th day of December, 1992, between Golden Oaks, Inc., a Pennsylvania corporation, with its principal offices located at 10 Stone Hedge Drive, Fleetwood, Pennsylvania 19522, Tax ID #23-2646237 hereinafter designated LESSOR and BELL ATLANTIC MOBILE SYSTEMS, INC., a corporation of the State of Delaware, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

1. LESSOR and LESSEE entered into a Lease Agreement on 12-9-93 for a term of five years with the right to renew for six additional five year terms plus an automatic annual renewal thereafter unless terminated in accordance with the terms of the Lease Agreement.

2. In consideration of the rental set forth in the Agreement, LESSOR hereby leases to LESSEE that certain Property located on Rt. 662 (Memorial Highway) and Erhardt Road, Fleetwood, Roscomb Manor Township, Berks County, Pennsylvania 19522, as shown on Berks County Property Map 5430-04 as Parcel 1629, together with the non-exclusive right for ingress and egress. Being the same premises conveyed to LESSOR by deed of Stephanie B. Wierzbicki dated September 20, 1991 and recorded in the Office of the Recorder of Deeds for Berks County in Deed Book 2240 at Page 1164.

3. The Lease commences on 12-9-93 and a copy of the Lease is on file in the office of the LESSOR and LESSEE.

4. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on 12-9-93.

Robert Bean
(Attest & Seal)
Robert Bean
Secretary

LESSOR: Golden Oaks, Inc.

BY: Emidio Filippini
Emidio Filippini
President

BY: David Wierzbicki
David Wierzbicki
Vice President

LESSEE: BELL ATLANTIC MOBILE
SYSTEMS, INC.

BY: Richard J. Lynch
Richard J. Lynch
Vice President - Network

WITNESS

CORPORATE ACKNOWLEDGEMENT

State of PA

County of Berks

On this 3rd day of Nov. 1983 before me appeared EMILIO FILIPPINI
to me personally known, who, being by me duly sworn, did say that he is PRESIDENT of GOLDEN
OAKS, INC., a corporation and that the seal affixed to the foregoing instrument is the corporate seal of said
corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of director
and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said
county and state of the day and year last above written.



Notary Public John Gilbert Smith
My commission expires: 4-15-86

CORPORATE ACKNOWLEDGEMENT
Notary Seal
John Gilbert Smith, Notary Public
Spring Twp., Berks County
My Commission Expires April 15, 1986
Member, Pennsylvania Association of Notaries

State of PA

County of Berks

On this 9th day of December 1983 before me appeared EMILIO FILIPPINI
to me personally known, who, being by me duly sworn, did say that he is PRESIDENT of GOLDEN
OAKS, INC., a corporation and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board
of director and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said
county and state of the day and year last above written.



Notary Public John Gilbert Smith
My commission expires:

Notary Seal
John Gilbert Smith, Notary Public
Spring Twp., Berks County
My Commission Expires April 15, 1986
Member, Pennsylvania Association of Notaries

VL2695PG2354

INDIVIDUAL ACKNOWLEDGEMENT

State of New Jersey

County of Somerset

On this 9th day of December 1983, before me appeared Richard J. Lynch to me personally known, who, being by me duly sworn, did say that he is Vice President of Network of Bell Atlantic Mobile Systems, Inc., a corporation, and that said instrument was signed on behalf of said corporation by authority of its board of directors and said Richard J. Lynch acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

Notary Public

Dolores McDonnell-Roe

My commission expires Nov. 30, 1987

DOLORES McDONNELL-ROE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 30, 1987

VL2695PG2355

Handwritten: All
Fees

00523 2353
2675



RECORDED IN BERKS CO., PA
Emilie Antoline
RECORDER OF DEEDS

VL2695PG2356

DEED H 823
01-12-96 12:39:00NNA 06231701
FEE \$13.00
WRIT \$0.50
ST \$13.50
CHK \$10845.00
CO \$110831.50
THANK YOU
REORDER OF DEEDS
EMILIE ANTOLINE
REASONING PA/BERKS CO
CHK \$110845.00
01-12-96 12:39:00NNA 06231701

13581

When Recorded, Return To:

NATIONAL GOLF PROPERTIES
1448 15th Street, Suite 200
Santa Monica, California 90404
Attention: Scott S. Thompson
General Counsel

ASSIGNMENT OF RENTAL INCOME

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, GOLDEN OAKS, INC., a Pennsylvania corporation and BENJAMIN S. BRUBACHER (collectively, "Assignor", whether one or more), hereby assigns to NATIONAL GOLF OPERATING PARTNERSHIP, L.P., a Delaware limited partnership ("Assignee"), without warranty, representation or covenant of any kind unless set forth herein, all of Assignor's right to and interest in the rental that may now or hereafter be due and payable under that certain Land Lease Agreement ("Lease") dated December 9, 1993 between Golden Oaks, Inc. and Bell Atlantic Mobile Systems, Inc. ("Lessee") for certain premises and a right-of-way as more particularly described in the Lease. This assignment includes the right of Assignee to enforce the obligation of Lessee to pay such rental as may be due and payable under the Lease and to assign, transfer, and hypothecate, or grant a security interest in, the rights and interests granted to Assignee herein. This assignment does not transfer, and Assignee does not hereby assume, any obligations of the "LESSOR" under the Lease. Assignor agrees, for its heirs, successors and assigns, to direct the Lessee, upon request or inquiry, to make payment of such rental as may be due under the Lease to Assignee or its designee from time to time; provided, however that it is agreed that Lessee shall be entitled to rely on presentation of a signed copy of this Assignment as sufficient authority to make all rental payments under the Lease to Assignee, its successors or assignees, as directed by them. Assignor agrees to cooperate in any reasonable manner, without cost or liability, to direct Lessee to make payments to Assignee as contemplated herein or effectuate this assignment. Each of the undersigned agree to promptly forward to Assignee any payment of rental hereafter received pursuant to the Lease.

Executed as of January 11, 1996.

"ASSIGNOR":

GOLDEN OAKS, INC.,
a Pennsylvania corporation

By: [Signature]
Its: Executive President

By: [Signature]
Its: Vice Chairman

Benjamin S. Brubacher
BENJAMIN S. BRUBACHER

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Berks :

On this, the " day of January, 1996, before me,
the undersigned officer, personally appeared
Robert C. Dean who acknowledged himself to be
the Exec. VP of GOLDEN
OAKS, INC., a corporation, and that he as such Exec. VP
being authorized to do so, executed the
foregoing instrument for the purposes therein contained by
signing the name of the corporation by himself as Exec. VP.

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

NOTARIAL SEAL
SUSAN L. DENGLE, Notary Public
Reading, Berks County, PA
My Commission Expires December 9, 1999

Susan L. Dengle

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Berks :

On this, the " day of January, 1996, before me,
the undersigned officer, personally appeared
Samuel Chudarsky who acknowledged himself to be
the Vice Chairman of GOLDEN
OAKS, INC., a corporation, and that he as such Vice Chairman
being authorized to do so, executed the
foregoing instrument for the purposes therein contained by
signing the name of the corporation by himself as Vice Chairman.

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

NOTARIAL SEAL
SUSAN L. DENGLE, Notary Public
Reading, Berks County, PA
My Commission Expires December 9, 1999

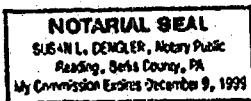
Susan L. Dengle

NOTARIAL SEAL
SUSAN L. DENGLE, Notary Public
Reading, Berks County, PA
My Commission Expires December 9, 1999

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF :

On this, the 11 day of January, 1996, before me
_____, the undersigned officer, personally
appeared BENJAMIN S. BRUBACHER of the State (County or City as
the case may be) of PA known to me (or
satisfactorily proven) to be the person described in the
foregoing instrument, and acknowledged that he executed the same
in the capacity therein stated and for the purposes therein
contained.

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



Susan L. Dencker



NOTARIAL SEAL
 STATE OF TEXAS
 COUNTY OF BERNARD
 JAMES L. JARVIS, Notary Public

Handwritten signature

0387
 0387
 0387



RECORDED IN BERN. CO., TX
Emilie H. Harris
 RECORDER OF DEEDS

VL2695PG2390

DEED N 06231707
 01-12-96 12:47:00AM
 FEE \$13.00
 MKT \$0.50
 ST \$1.50
 CHK \$108.00
 CC \$94.50

THANK YOU
 RECORDER OF DEEDS
 ELITE PRINTING
 RECORDING, P/B/BERN CO
 CHK \$108.00
 01-12-96 12:47:00AM 06231707

13.52

3

SEWAGE TREATMENT EASEMENT AND AGREEMENT

THIS SEWAGE TREATMENT EASEMENT AND AGREEMENT, entered into this 4 day of January, 1996, by and between GOLDEN OAKS, Inc., a Pennsylvania Corporation, of 10 Stonehedge Drive, Fleetwood, County of Berks and Commonwealth of Pennsylvania, hereinafter referred to as "Oaks"; and

BENJAMIN S. BRUBACHER, of Route 625, Bowmansville, Pennsylvania, hereinafter referred to as "Brubacher",

WITNESSETH:

THAT WHEREAS, Oaks is the owner of certain parcels of land more particularly described in deeds recorded in Deed Book Vol. 2240, page 1150 and Deed Book Vol. 2240, page 1144 of the Berks County Records; and

WHEREAS, Brubacher is purchasing from Oaks all that certain tract or piece of land described on Exhibit "A", attached hereto, incorporated herein and made a part hereof; and

WHEREAS, Oaks has agreed with Brubacher that it will receive and treat that certain sewage which will be generated from the tract owned by Brubacher; and

WHEREAS, in order to transport the sewage from the land of Brubacher to the sewage treatment facility of Oaks, a transmission line must be constructed, which transmission line traverses the property of Oaks; and

WHEREAS, Oaks has agreed to grant to Brubacher the required right-of-way in order to permit the construction of said transmission line.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto, for themselves, their heirs, personal representatives, successors and assigns, hereby agree as follows:

1. Oaks does hereby grant and convey to Brubacher an easement over an area twenty feet (20') in width (the "Easement"), for the purpose of permitting Brubacher to construct, maintain, replace and repair a transmission line and all necessary below-ground appurtenances from the property of Brubacher across the property of Oaks, connecting to the Oaks sewage treatment facility in order to permit the receipt and treatment by Oaks of sewage generated from the tract owned by Brubacher. The Easement shall be in the location depicted on or described in Exhibit "B".

TO HAVE AND TO HOLD the aforesaid easement, privileges and rights at all times hereafter, as herein provided.

2. Brubacher agrees that it shall construct, at its sole cost and expense, a transmission line as may be required and necessary within the Easement, connecting to the sewer system owned by Oaks and shall be responsible for its repair, maintenance and replacement. Oaks shall have the right to review and approve plans for any excavation, assembly, construction, installation or connection activity on the Oaks property prior to such activity occurring. Brubacher shall provide Oaks in advance with such plans and information regarding any anticipated activity on the Oaks property as Oaks reasonably requests. Oaks shall not unreasonably withhold or delay its approval of the plans. Brubacher shall obtain, at his cost and expense, any permits, licenses and approvals which may be required by any governmental agency having jurisdiction and shall comply with applicable laws in performing any of the activity allowed herein. Brubacher shall provide to Oaks a waiver of mechanics liens, in recordable form, from any contractor performing work on the Oaks property prior to commencement of such work. Any contractor shall provide Oaks with proof of insurance coverage in amounts reasonably acceptable to Oaks prior to commencement of any work on the Oaks property.

3. Oaks agrees that it will receive and treat the sewage generated from the property owned by Brubacher subject also to the requirements and conditions imposed by law, regulation, permits, licenses or approvals of any governmental agency having jurisdiction, as to which Oaks shall not be responsible and provides no assurances. Notwithstanding anything herein which may be to the contrary, the effluent to be transported in the aforesaid transmission line and accepted by the Oaks sewage treatment facility for treatment shall be limited to customary household effluent from one single family dwelling on the Brubacher property only.

4. Oaks agrees that it will establish rates for the treatment of the sewage generated from the property owned by Brubacher, all of which fees shall be reasonably related to the cost of treatment and which shall be determined by an engineer experienced in the operation of sewage treatment facilities who is acceptable to both Oaks and Brubacher. Such fees shall be paid on a quarterly basis. If, however, the sewage treatment facility is dedicated to a municipal government or quasi-municipal authority then, should service continue to be provided to the property owned by Brubacher, Brubacher agrees to comply with the rate schedule established from time to time by such municipality or quasi-municipal authority. Nothing herein is intended to create any public rights or offers of dedication for the sewage treatment facility.

5. Oaks and Brubacher agree that the terms, conditions and other provisions of this Agreement shall be binding upon and run to the benefit of themselves and their respective heirs, personal representatives, successors and assigns. Oaks specifically understands and agrees that Brubacher shall have the right to assign this Agreement to a successor entity, be it

a corporation, individual, partnership or joint venture, that is the legal owner of the property described in Exhibit "A".

6. Brubacher shall indemnify defend and hold harmless Oaks from and against any loss, cost, liability, claim, mechanic's lien or damage suffered or incurred by or filed or commenced against Oaks as a result of the exercise by Brubacher of any of Brubacher's rights under this Agreement or as a result of the breach by Brubacher of any of the covenants of Brubacher set forth herein. Brubacher releases Oaks from any monetary claim for loss, cost or damage to Brubacher arising from or relating to any failure by Oaks to receive and treat sewage in accordance with this Agreement, provided, however, that the foregoing shall not limit or impair the right of Brubacher to enforce the obligation of Oaks under this Agreement by an action for specific performance or like remedy.

7. The parties agree that this Agreement shall be recorded of record in the office of the Recorder of Deeds of Berks County, Pennsylvania.

8. The parties hereto do hereby agree that this Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard for the law of conflict of laws.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

GOLDEN OAKS, INC.

By:

Paul E. Burt
President
By: *Samuel Chudnowsky*
Vice Chairman

Witness

[Signature]

Benjamin S. Brubacher (SEAL)
Benjamin S. Brubacher

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF BERKS :

SS.

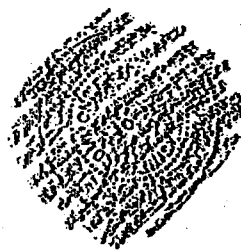
On the 11th day of January, 1996, before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Benjamin S. Brubacher to be the person whose name is subscribed to the within instrument acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

Susan E. Dengler
Notary Public

My Commission Expires:

NOTARIAL SEAL
SUSAN E. DENGLER, Notary Public
Reading, Berks County, PA
My Commission Expires December 9, 1999



THENCE continuing along land of Jeffrey Lessig and also along land of Francisco Campus North Twenty-four degrees, Five minutes, Forty-one seconds East (N24°05'41"E) a distance of Three hundred Two feet and Twenty-eight one hundredths of one foot (302.28') to a steel pin, a corner of land of the said Francisco Campus and land of Carl Herman;

THENCE along land of Carl Herman North Twenty-three degrees, Fifty-eight minutes, Forty-seven seconds East (N23°58'47"E) a distance of One hundred Sixty-eight feet and fifteen one hundredths of one foot (168.15') to a point, a corner of land of the aforesaid William D. & Phyllis Vanbuskirk;

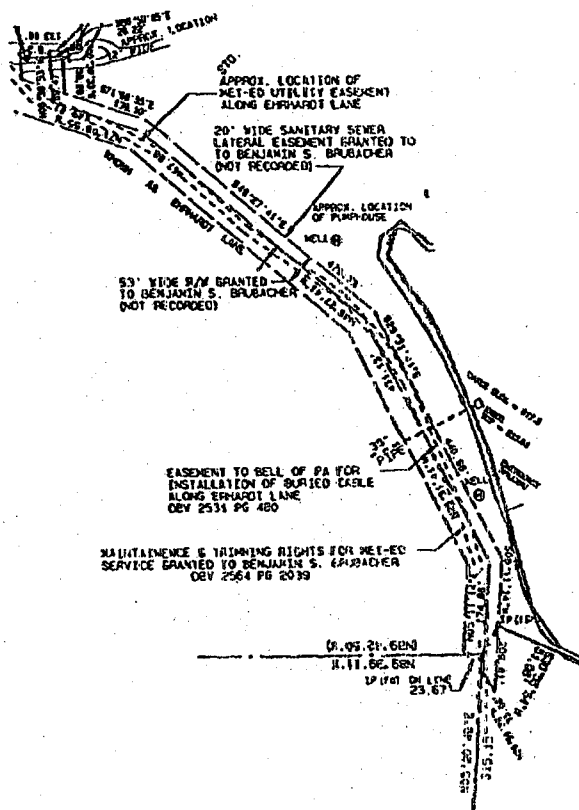
THENCE along land of the said William D. & Phyllis Vanbuskirk North Five degrees, Twenty minutes, Forty-nine seconds East (N05°20'49"E) a distance of Three hundred Fifteen feet and Fifteen one hundredths of one foot (315.15') to the first mentioned point and place of beginning.

CONTAINING an area of 24.49 Acres, be the same more or less.

TOGETHER with a 53' wide right of way over Erhardt Lane and also various easements of record.



VL2695PG2373



POOR ORIGINAL

20' WIDE SANITARY SEWER LATERAL EASEMENT "EXHIBIT "B"

NOTE: THIS EXHIBIT IS A COPY TAKEN
DIRECTLY FROM THE GOLDEN OAKS COUNTRY CLUB
"ALLS" SURVEY, CNO NO. E35008, LAST REVISED
01/05/96 PREPARED BY VITILLO GROUP, INC.

GRAPHIC SCALE

1"=200'



VITILLO GROUP, INC.

Engineers, Surveyors, Planners & Managers

SIX COMMERCE DRIVE
FLYING HILLS CORPORATE CENTER
READING, PA. 19607

TEL (610) 269-8888

FILE NAME: 20' WIDE LATERAL EASEMENT

JOB No: E35008 DATE: 01/05/96

SCALE: 1"=200' REV:

DRAWN BY: MDP REV:

CHECKED: FILE: GOSURY PRO

Handwritten: Held
James T. Little

0695 (0325 2346

(3)



RECORDED IN BERKS CO., PA.
Ellie Antwine
RECORDER OF DEEDS

VL2695PG2375

DEED # 825
01-12-96 12:41:00NNA 06231703
FEE \$25.00
WRIT \$0.50
ST \$25.50
CHK \$107186.50
CD \$107161.00
THANK YOU

REORDER OF DEEDS
ELLIE ANTWINE
READING+ PA/BERKS CO
CHK \$107186.50
01-12-96 12:41:00NNA 06231703

45.50

EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT, made this 300 day of October, 1991, by and between GOLDEN OAKS, INC., a Pennsylvania corporation (hereinafter called "Grantor") and EMMA K. NAUGLE, HARRY E. NAUGLE, JR. and ROBIN NAUGLE, his wife (hereinafter called "Grantees").

KNOW ALL MEN BY THESE PRESENTS that Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto Grantees, their successors and assigns, perpetual, non-exclusive easements, in common with Grantor and others, (hereinafter referred to as the "Easements"), over the northerly portion of certain property of Grantor, being an 81.12 acre tract of land more fully described in Record Book 2203, page 878⁴, Berks County Records (the "Premises") from the property of Grantees adjacent thereto to Spook Lane in Ruscombmanor Township, Berks County, Pennsylvania as depicted on the site plan attached hereto as Exhibit "A" and made a part hereof.

IT IS UNDERSTOOD AND AGREED THAT THE EASEMENTS are granted under and subject to the following terms and conditions:

1. The Easements shall be used to provide unto Grantees easements or rights-of-way for the right of ingress, egress and regress over the property of the Grantor, by Grantees and all persons who may take by, from, under or through Grantees.

2. The Easements shall be fifty three feet (53') in width and located as generally depicted on Exhibit "A".

3. It is intended that the Easements shall ultimately be constructed by Grantor as public streets within Grantor's intended

⁴and that portion of the 24.574 Acres more particularly described in Record Book Vol 2243 page 921, Berks County Records, ultimately used for residential purposes.

[V012247 PAGE 430

residential development in the northerly portion of the Premises, in accordance with Ruscombmanor Township standards and an approved and recorded final subdivision plan. In the event that Grantor does not lay out the Premises for residential purposes as aforesaid, Grantees shall, nevertheless, have the uninterrupted right of ingress, egress and regress over and across the Easements, which right of ingress, egress and regress shall accrue to the benefit of Grantees, their heirs, personal representatives, successors and assigns, including all buyers from Grantees.

4. In the event that Grantor shall lay out a plan of development which abuts upon the property of Grantees, as a result of which laying out there are other points of access for the Premises and the adjacent property of Grantees over the Premises, which connect it to Spook Lane, Grantees shall have the right of access across such other means of access provided by Grantor.

5. Grantor agrees that in the event that it does not lay out the Premises for residential purposes and does not construct the Easements as public streets in accordance with an approved and recorded final subdivision plan within five (5) years from date of this Agreement, Grantor shall grade, at its sole cost and expense, the Easements to their full width in order to permit use by the Grantees.

6. The parties hereto specifically agree that when Grantor lays out its property for residential purposes by plan of subdivision and as approved by the Township of Ruscombmanor and the exact location of the streets to be constructed has been determined, Grantor and Grantees shall enter into an Agreement for Modification of this Agreement to specifically provide a metes-and-bounds description of the Easements.

7. Except for the willful and intentional acts and negligence of the Grantor and other persons permitted by Grantor to use the Easements, until such time as the Easements are dedicated roads, open to the public, Grantees shall and will and hereby do release, indemnify, defend, protect and save harmless Grantor from and against any and all claims, demands, liability, damages, costs and expenses, including without limitation, court costs and attorneys' fees resulting from any and all loss of life or property, or from injury or damage to the person or property of any person, firm, corporation or entity, including Grantor, officers, agents, and employees, arising out of the use of the Easements or rights-of-way by the Grantees, their heirs, personal representatives, successors and assigns.

8. The Easements are for the benefit of the Grantees and their heirs, personal representatives, successors and assigns and are appurtenant to and shall run with the land. Grantor may, however, use and permit others to use the Easements and any improvement located thereon, and Grantor may grant to third parties easements for the use of the Easements, providing such additional grants do not interfere with the Easements and rights-of-way herein granted to the Grantees herein.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, and the terms "Grantor" and "Grantees" hereunder shall include their respective heirs, personal representatives, successors and assigns.

10. The Grantor does hereby warrant that when recorded, this Easement and Right-of Way Agreement shall be the first encumbrance on the Premises, and all liens which presently exist on the Premises or which may be

placed upon the Premises shall be subordinated to this Agreement of Easement and Right-of-Way.

IN WITNESS WHEREOF, Grantor and Grantees, intending to legally bind themselves, their successors and assigns, have caused this Easement Agreement to be duly executed the date and year first above written.

GOLDEN OAKS, INC.

By:

Attest:

"Grantor"

Emma K. Naugle

Harry E. Naugle, Jr.

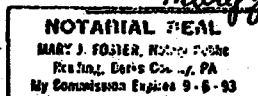
Robin Naugle

"Grantees"

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :

On this, the 3rd day of October, 1991, before me,
the undersigned officer, personally appeared *Emilio Filippini*,
who acknowledged himself to be the Vice President of GOLDEN OAKS,
INC., a Pennsylvania 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 such
officer.

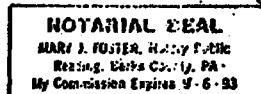
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :

On this, the 3rd day of October, 1991, before me,
the undersigned officer, personally appeared EMMA K. NAUGLE, HARRY E. NAUGLE,
JR. and ROBIN NAUGLE, 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.



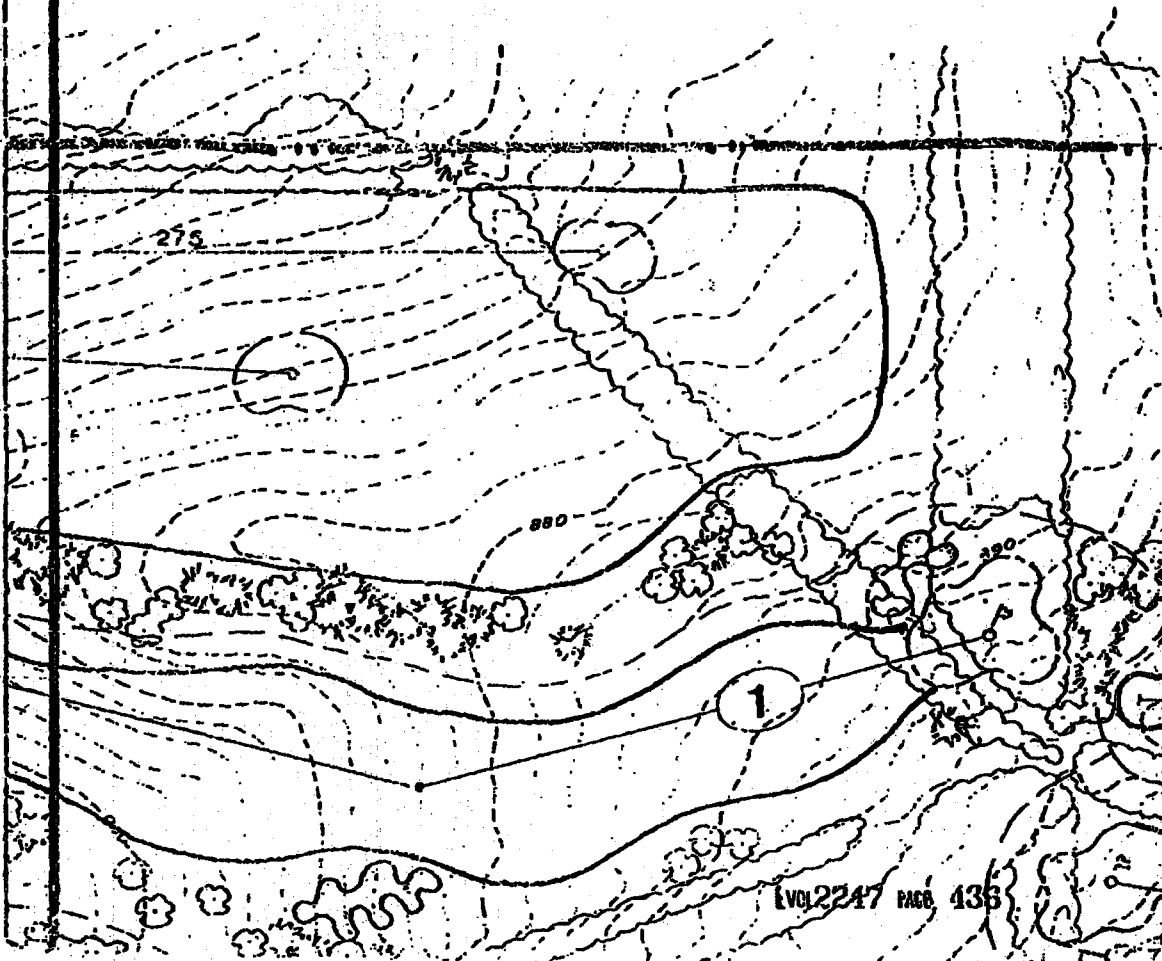
SUBORDINATION OF MORTGAGE

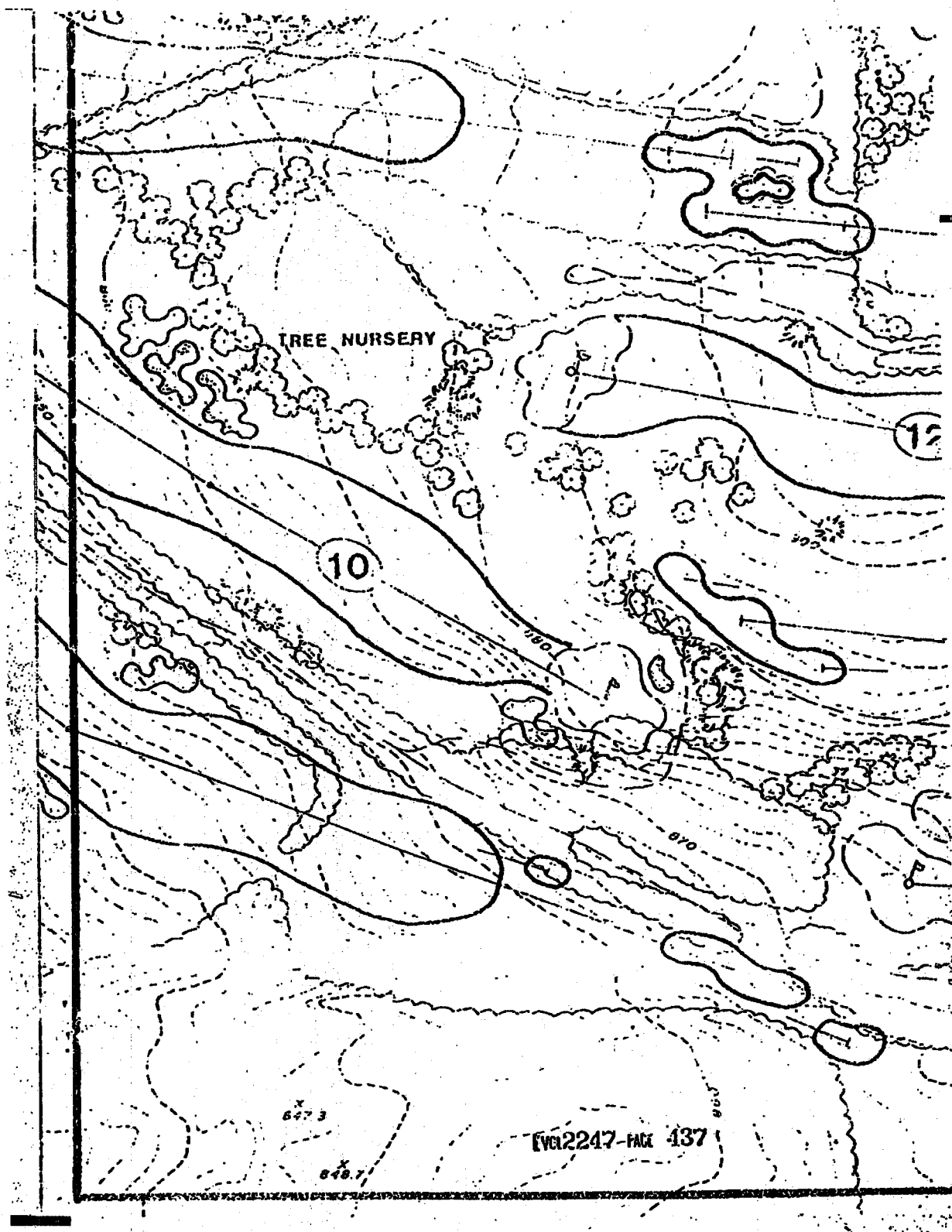
R. GORDON YORGEY and FERN H. YORGEY, his wife, the mortgagees under a certain mortgage granted by GOLDEN OAKS, INC., dated April 12, 1991 and recorded in the Office of the Recorder of Deeds of Berks County, Pennsylvania in Record Book Volume 2203, page 881, which mortgage is a lien on the Premises as defined in the foregoing instrument, hereby joins in and consents to the terms of said Easement and Right-of-Way Agreement and agrees that the lien and operation of the said mortgage shall be subordinate to the rights of the Grantees under and pursuant to the foregoing Easement and Right-of-Way Agreement.

IN WITNESS WHEREOF, R. Gordon Yorgey and Fern H. Yorgey have caused this Subordination of Mortgage to be duly executed this 30th day of September, 1991.

R. Gordon Yorgey
R. Gordon Yorgey
Fern H. Yorgey
Fern H. Yorgey

POOR ORIGINAL



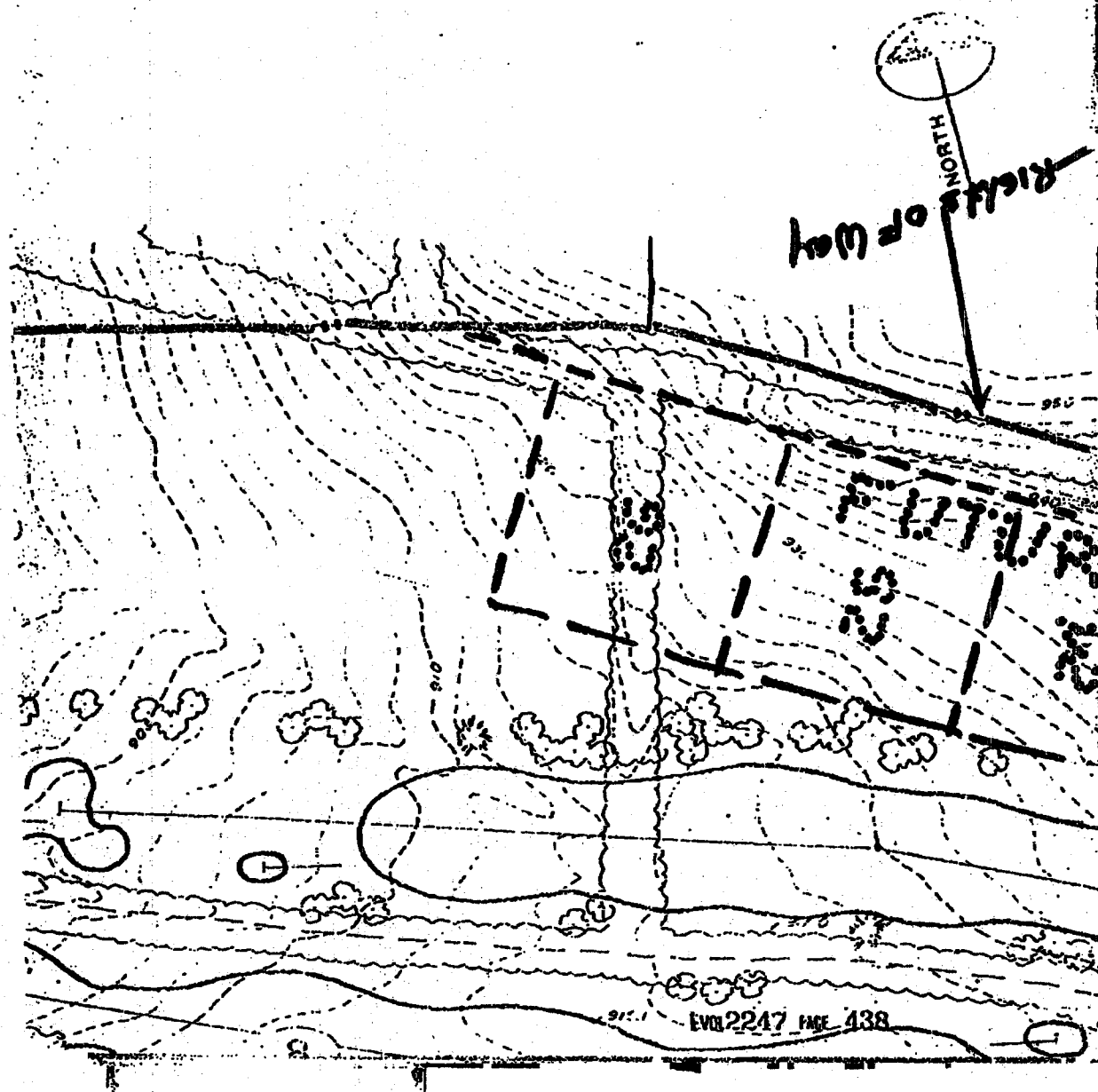


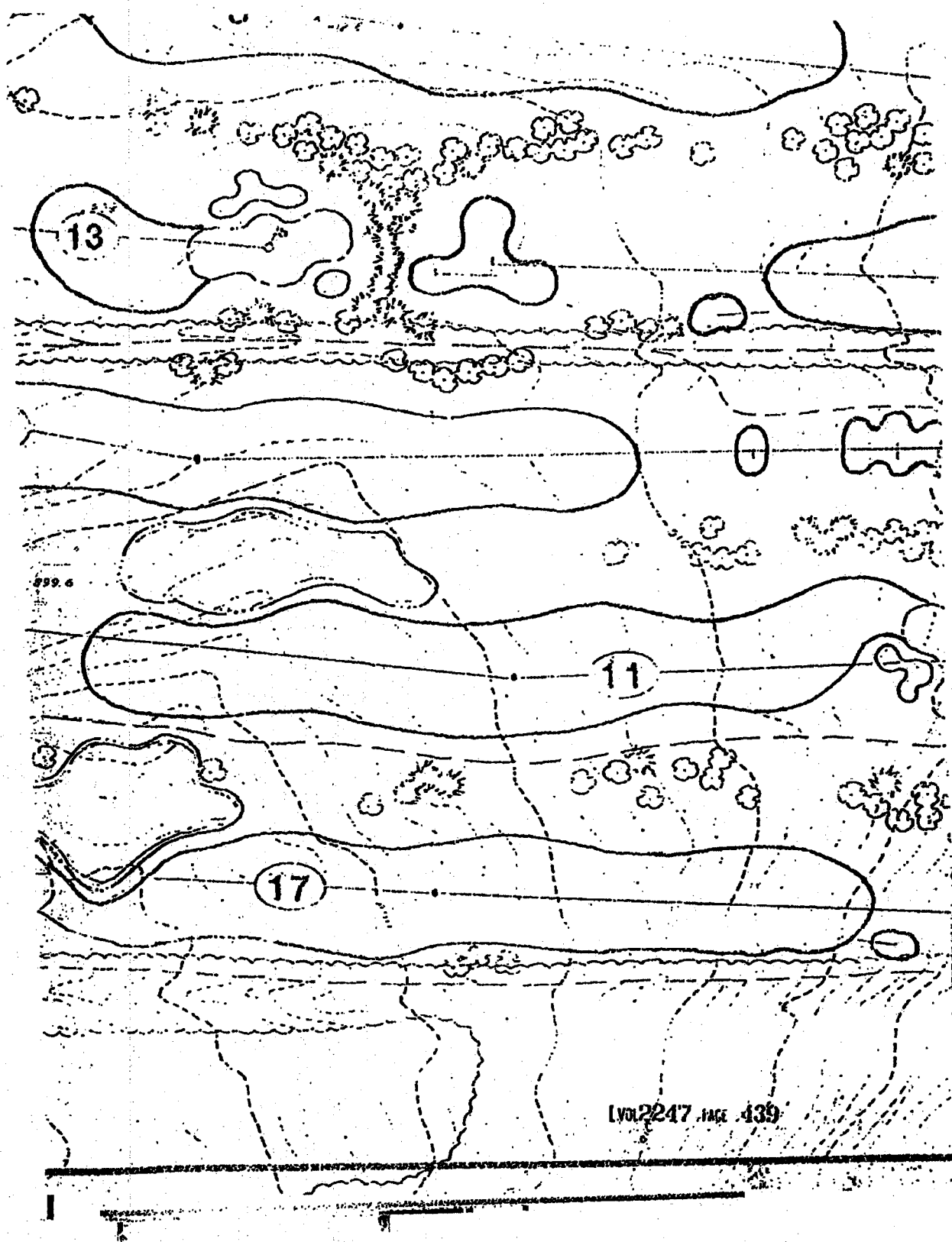
4,000 LF NEW ROAD

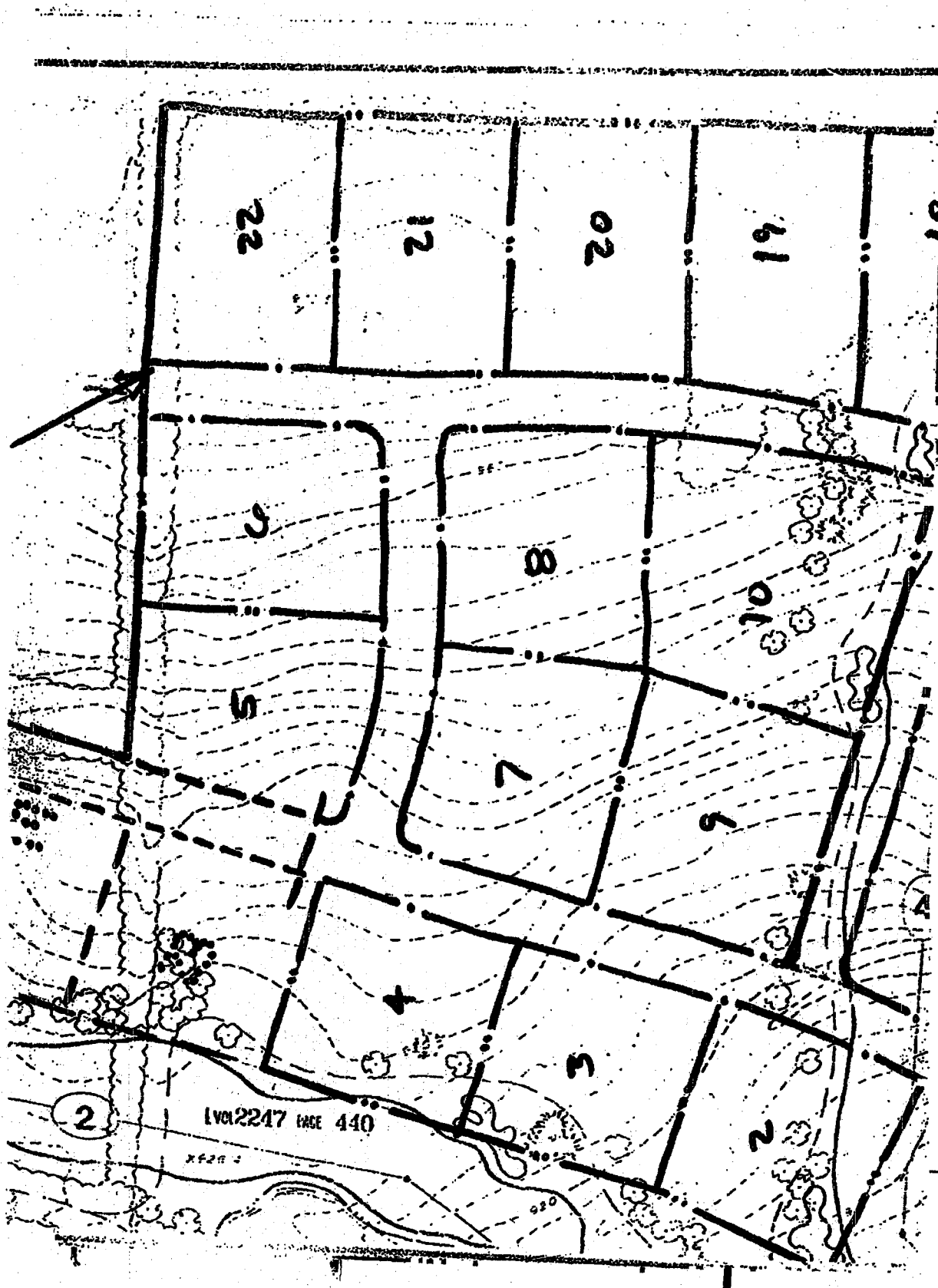
22 LOTS

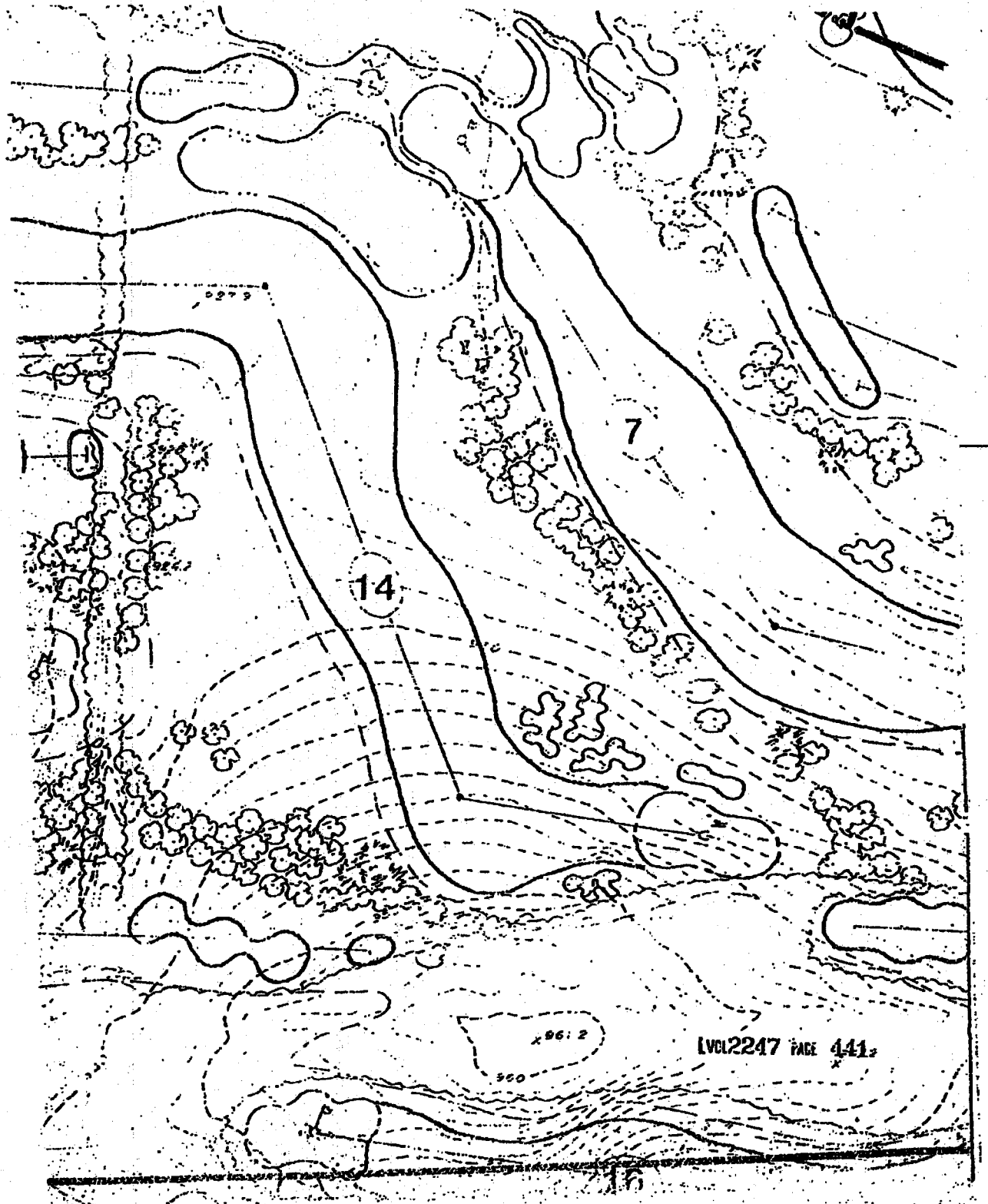
750 LF FUTURE ROAD

4 FUTURE LOTS

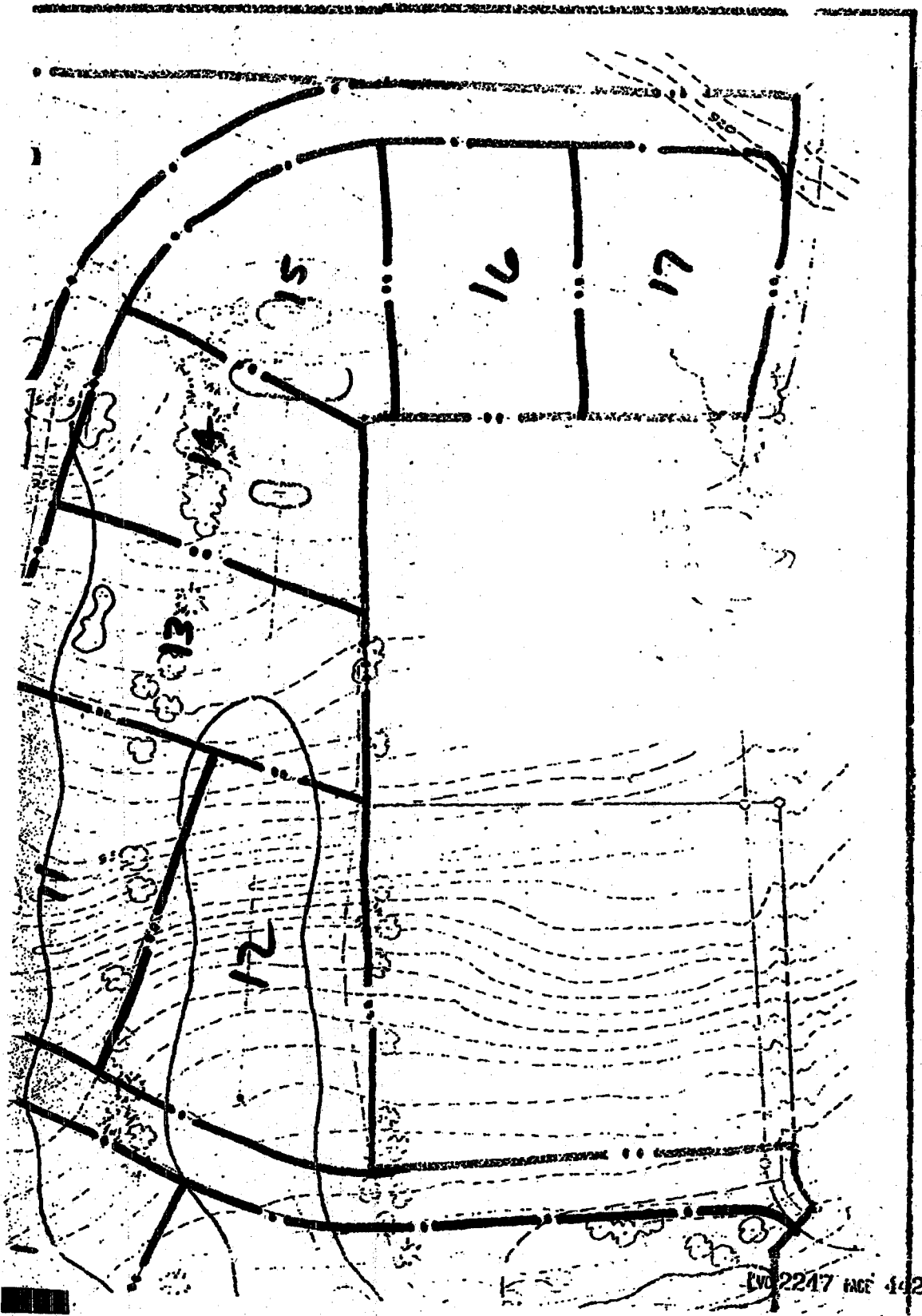


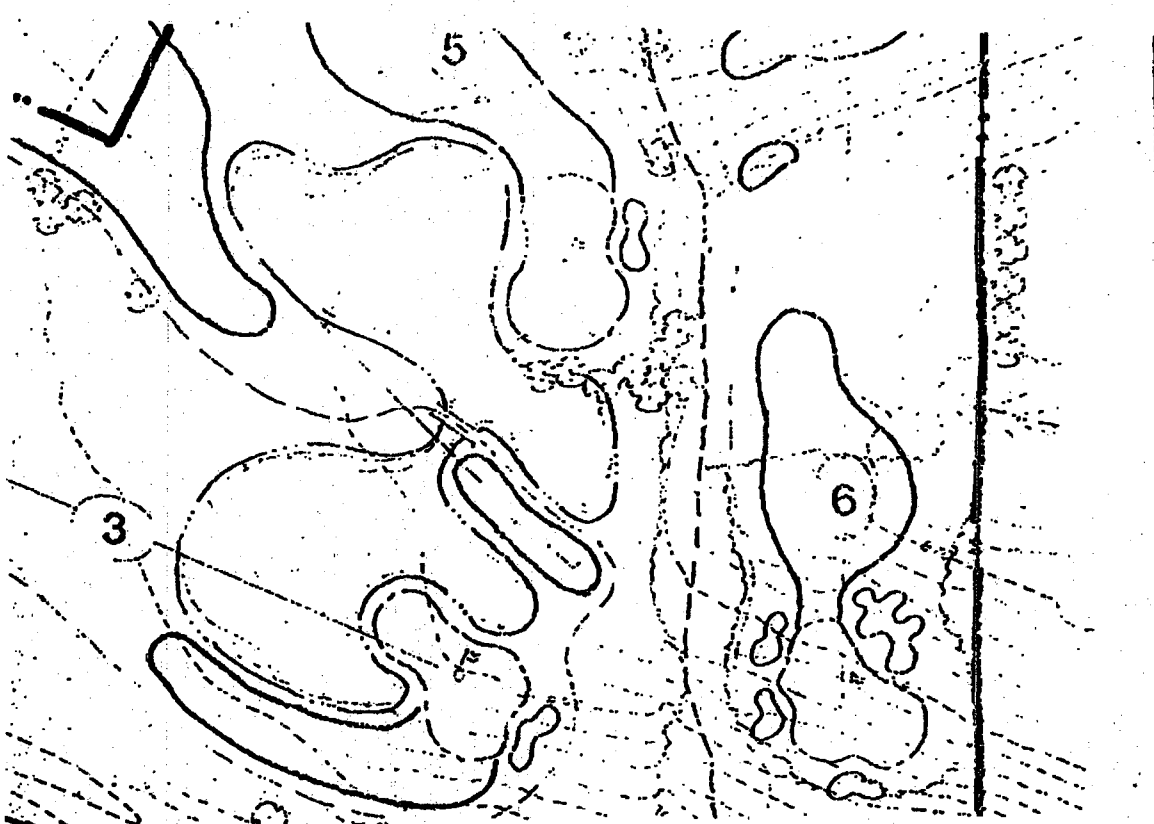






LV012247 PAGE 441





RESIDENTIAL SK-2

<i>Design Innovations</i> THOMAS R. GIBBONS <i>professional</i> LAND SURVEYING & SUBDIVISION <i>land surveyor</i>				
THE FIREHOUSE, 200 PENN STREET, SUITE 200, READING, PA. 19602		PHONE 215-374-4551 FAX 215-374-2805		
THIS IS A COPY AND NOT THE ORIGINAL DRAWING. THE ORIGINAL DRAWING IS IN FILE IN MY OFFICE. ANY LIABILITY WHATSOEVER IS LIMITED TO THE ORIGINAL DRAWING OR MY LAST REVISION TO THE ORIGINAL.				
ISSUED JUL 12 1991 THOMAS R. GIBBONS, P.E.	Ex. "A"	Client: GOLDEN UNICS COUNTRY CLUB Location: ROSEMONTMANOR TWP. (BERKS CO.) PA. Date: July 11, 1991		
	<table border="1"> <tr> <td> DRAWN BY T. R. G. </td> <td> CHECKED BY T. R. G. </td> <td> DATE 7-11-91 </td> </tr> </table>		DRAWN BY T. R. G.	CHECKED BY T. R. G.
DRAWN BY T. R. G.	CHECKED BY T. R. G.	DATE 7-11-91		
VOL 2247 PAGE 443				

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :

On this, the 30th day of September, 1991, before me, the undersigned officer, personally appeared R. GORDON YORGEY and FERN H. YORGEY, 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.

Mary J. Foster
NOTARIAL SEAL
MARY J. FOSTER, Notary Public
Reading, Berks County, PA
My Commission Expires 9-6-93

RECORDED IN BERKS CO., PA.
IN BK 2247 PAGE 430



Linda S. Gendy
Recorder of Deeds

10-23-91 12:25PM CIA

PAY TO THE ORDER OF
RECORDED OF DEEDS
LINDA H. FRET
RECORDING PA/GENS CO.
OK 44.50
79632

10-23-91 12:25PM CIA
FEE 79632
WRIT 40.00
ST 50.50
CK 44.50
99.00

LV012247 PAGE 444

411394

2247 430

EASEMENT FOR SURFACE WATER DRAINAGE

THIS AGREEMENT, made this 21 day of July, 1992, by and between R. KERRY BEAN and JUDITH D. BEAN, his wife, hereinafter referred to as "Grantors" and GOLDEN OAKS, INC., a Pennsylvania corporation, hereinafter referred to as "Grantee".

W I T N E S S E T H:

WHEREAS, Grantors are the owners of a tract of land in Ruscombmanor Township, Berks County, Pennsylvania, a portion of which is more particularly described at Record Book 2120, page 1157, Berks County Records; and

WHEREAS, Grantee is the owner of a tract of land in Ruscombmanor Township, Berks County, Pennsylvania, which adjoins Grantors' land, and which is more particularly described at Record Book 2243, page 917; Record Book 2240, page 1150; and Record Book 2240, page 1144; Berks County Records and a portion of which is more particularly described in Record Book 2203, page 878, Berks County Records (the "Premises"); and

WHEREAS, Grantee is in the process of developing the Premises as a public golf course and in connection therewith has filed a land development plan with Ruscombmanor Township known as "Final Plan of Golden Oaks Country Club" prepared by Vitillo Group, Inc., Plan No. E92-010-F1, latest revision dated April 16, 1992 (the "Plan"); and

WHEREAS, the grading and utility portion of the Plan, Plan No. E92-010-F3, latest revision dated April 16, 1992 shows a twenty-five foot (25') wide drainage easement through the property of Grantors (the "Easement"); and

WHEREAS, Grantee is desirous of entering into an easement agreement with Grantors permitting the Grantee, its successors and assigns, to use the

1002416 1001544

Easement as a spillway for surface water drainage.

NOW, THEREFORE, in consideration of the mutual covenants made and to be kept by Grantors and Grantee, and in consideration of the payment of One Dollar (\$1.00) by Grantee to Grantors, the payment of which is acknowledged hereby, it is hereby agreed as follows:

1. The "WHEREAS" clauses set forth above are incorporated herein by reference.
2. Grantors hereby grant and convey to Grantee, its successors and assigns, the free, perpetual and uninterrupted right, liberty and privilege at all times to discharge from Grantee's lands over and through the Easement collected surface waters and any spill over from the Premises and other adjacent premises of which the Grantee is or will be owner.
3. Grantee shall have the right and duty to install, use, maintain, inspect, repair and replace improvements to the Easement as may be required in the free exercise of the Easement for the purpose of facilitating and controlling the discharge and the flowage of said water.
4. Grantee, its successors and assigns, shall indemnify Grantors and their heirs, personal representatives and assigns and hold them harmless from all liability, loss, costs and reasonable counsel fees resulting during and after the construction of any improvements by Grantee from (a) flooding caused by the Grantee's input of collected surface water other than such input caused by rainfall in excess of the amount for which the improvements shall have been designed, (b) injuries or damages negligently caused by persons constructing said improvements in a safe condition; provided,

however, that Grantors, their heirs, personal representatives and assigns shall give Grantee, its successors and assigns, prompt written notice of and an opportunity to defend against and or settle and compromise any claim of liability or loss to which this indemnity might be applicable.

5. The respective rights and obligations hereinbefore granted are reserved as the case may be and shall run with the land forever as to both the servient and the dominant tenements.

6. This Agreement shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

GRANTORS:

R. Kerry Bean (SEAL)
R. Kerry Bean

Judith D. Bean (SEAL)
Judith D. Bean

GRANTEE:

GOLDEN OAKS, INC.

By: Erzinda Lippin V.P.

Attest: Robert E. Bean Sec.

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :

On this, the 2nd day of JULY, 1992, before me,
the undersigned officer, personally appeared EMERSON FELIPPONE
, who acknowledged himself to be the Vice President
of GOLDEN OAKS, INC., a corporation and that he as such officer
being authorized to do so, executed the foregoing instrument for the purposes
therein contained by signing the name of the corporation by himself as such
officer.

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

Notarial Seal
John Gilbert Smith, Notary Public
Spring Gap, Berks County
My Commission Expires April 15, 1996
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :

On this, the 2nd day of JULY, 1992, before me,
the undersigned officer, personally appeared R. KERRY BEAN and JUDITH D.
BEAN, 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.

Notarial Seal
John Gilbert Smith, Notary Public
Spring Gap, Berks County
My Commission Expires April 15, 1996
Member, Pennsylvania Association of Notaries

25494
 2416 1944
 10.50



RECORDED IN DEEDS CO., PA

L. H. Frey

Recorder of Deeds

2416 1944

05-17-93 13:30PAT 06 50048
 FEE \$15.00
 WRIT 40.50
 ST \$15.50
 CMK \$15.50
 CO \$0.00

THANK YOU

RECORDER OF DEEDS

LINDA H. FREY

READING, PA/ERIE CO

CMK \$15.50

05-17-93 13:30PAT 06 50048

10.50

AGREEMENT TO EXTINGUISH EASEMENT

THIS AGREEMENT, made the 22nd day of April, 2005
between BENJAMIN BRUBACHER of 67 Ledgerock Road, Mohnton, PA 19540,
(hereinafter referred to as "Brubacher") and OAK LEAF INVESTORS, LTD, having its
registered address at 147 N. Fifth Street, Reading, Pennsylvania 19601 (hereinafter
referred to as "Oak Leaf").

WHEREAS, Brubacher is the owner of a tract of land situate in Ruscombmanor
Township and described in Record Book 2695, Page 2257, Berks County Records; and

WHEREAS, by virtue of a subdivision plan known as "Golden Oaks Country Club
Subdivision" (the "Plan") and recorded in Plan Book 212, Page 51, Berks County
Records, Brubacher is holder of a certain private right-of-way between his aforesaid
property and Rte. 622 (Memorial Highway), as shown on the Plan, a copy of a portion of
which is attached hereto as Exhibit "A"; and

WHEREAS, Oak Leaf intends to dedicate the area described in the attached
Exhibit "B" to Ruscombmanor Township as and for a public township road; and

WHEREAS, Brubacher intends to relinquish his aforesaid right-of-way

NOW THIS AGREEMENT WITNESSETH, that intending to be legally bound
hereby, Brubacher hereby releases and forever quitclaims to Oak Leaf, its successors and
assigns, all of his right, title and interest in the right-of-way between Route 662 and his
aforesaid property, as shown on the Plan and on the attached Exhibit "A", with the intent

BERKS
COUNTY ROD

ELLIE ANTOINE ROD

that such right-of-way may be forever extinguished, and that Oak Leaf, its successors and assigns, shall hereafter have and enjoy the said premises so granted, free and absolutely discharged from the right-of-way.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed this 22nd day of April, 2005.

Benjamin I. Brubacher
BENJAMIN BRUBACHER

OAK LEAF INVESTORS, LTD.

ATTEST:

Roger E. Bauer
Secretary

By: Jody Folk
(President)
JODY FOLK

COMMONWEALTH OF PENNSYLVANIA

: ss:

COUNTY OF BERKS

On this, the 22nd day of April, 2005, before me, the undersigned officer, personally appeared BENJAMIN BRUBACHER, who acknowledged that he executed the foregoing Agreement for the purposes therein contained.

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



Notarial Seal
Rose Ellen Mull, Notary Public
Ruscomb Manor Twp., Berks County
My Commission Expires Feb 26 2006
Member, Pennsylvania Association Of Notaries

Rose Ellen Mull
Notary Public

COMMONWEALTH OF PENNSYLVANIA :

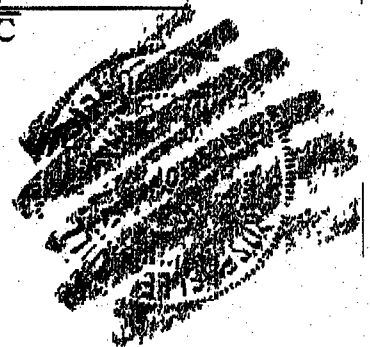
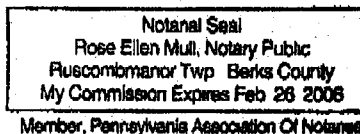
SS'

COUNTY OF BERKS

On this the 22nd day of April, 2005, before me, the undersigned officer, personally appeared Jody R. Folk, who acknowledged himself to be the president of OAK LEAF INVESTORS, LTD., a corporation, and that he as such officer, being authorized to do so, executed the foregoing Agreement on behalf of the said corporation.

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

Rose Ellen Mull
NOTARY PUBLIC



REC BK04585-PG1032
2005027763 05/23/2005 02 53 15 PM 2
BERKS COUNTY ROD

AGREEMENT

PAGE 3 of 8

EXHIBIT "A"

REC BK14884-PG1033
2005027763 05/23/2005 02 53 18 PM 2
BERKS COUNTY ROD

AGREEMENT

PAGE 4 of 8

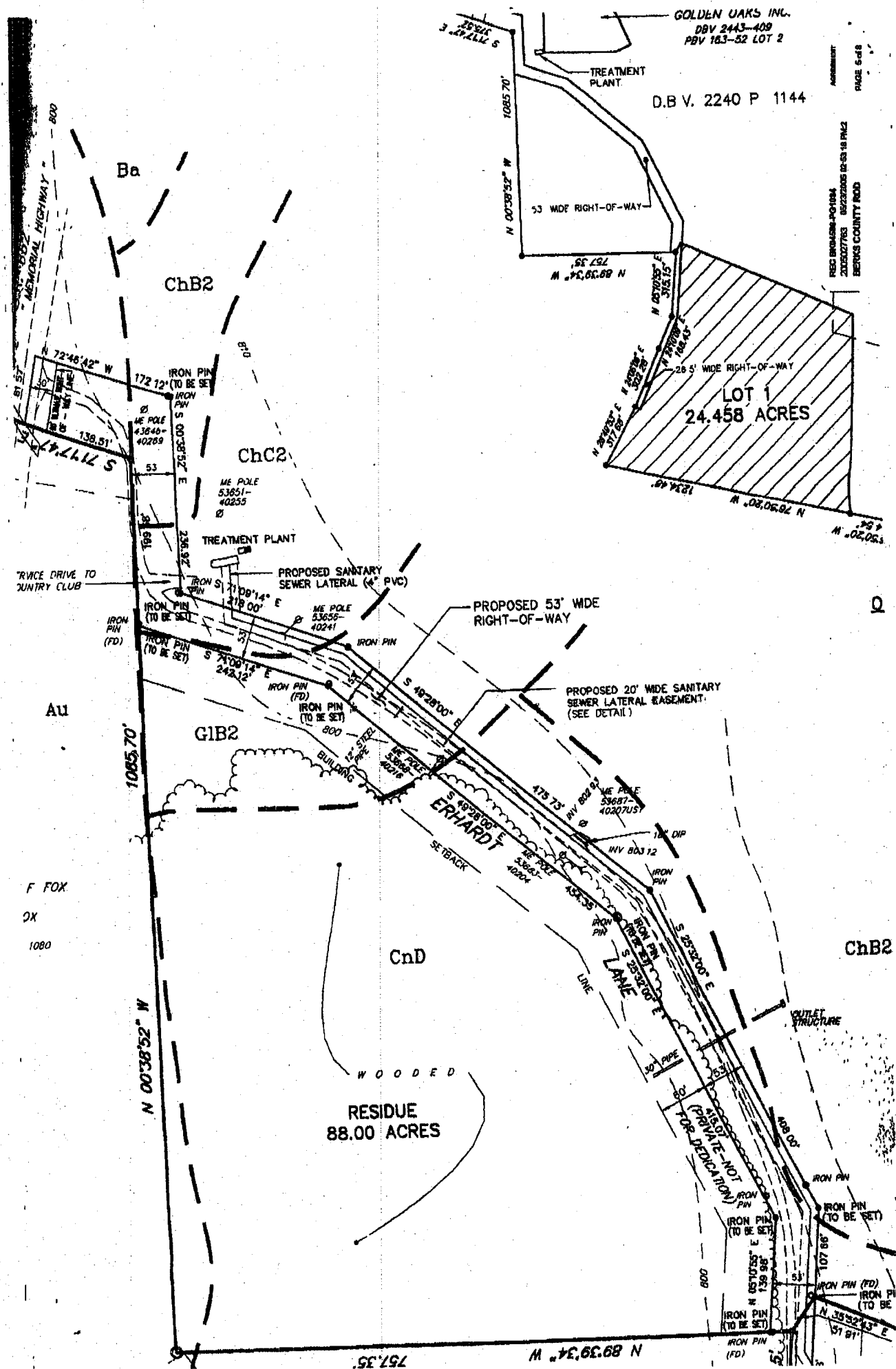


EXHIBIT "B"

REC BK04686-PG1036
2005027763 05/23/2005 02:53:18 PM 2
BERKS COUNTY ROD

AGREEMENT

PAGE 6 of 8

Legal Description for Relocation of Portion of Erhardt Lane, a Private Street

ALL THAT CERTAIN tract or parcel of land located on the east side of Memorial Highway (S R 0662, 75 feet wide), containing within a portion of said tract or parcel, a portion of a 25 foot wide private lane known as Erhardt Lane, as shown on the Plan of Ruscombmanor Sewage Station subdivision by Berks Surveying & Engineering, Inc., dated January 31, 2005, and recorded in Berks County Records in Plan Book 301, page 25, situate in Ruscombmanor Township, Berks County, Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike found in the centerline of Memorial Highway (S R 0662), said railroad spike being in line of land of Benjamin F Fox; thence along the centerline of Memorial Highway, North 10 degrees, 42 minutes, 34 seconds East, a distance of 81 70 feet to a railroad spike found; thence along the residue of said plan, South 72 degrees, 47 minutes, 06 seconds East, a distance of 175 12 feet to an iron pin set, thence continuing along the residue of said plan, South 00 degrees, 40 minutes, 17 seconds East, a distance of 137 27 feet to a point, thence continuing along the residue of said plan, South 46 degrees, 45 minutes, 42 seconds East, a distance of 227.33 feet to a point, thence South 71 degrees, 11 minutes, 06 seconds West, a distance of 41.26 feet to an iron pin, thence South 29 degrees, 43 minutes, 29 seconds West, a distance of 50 86 feet to an iron pin, thence South 73 degrees, 4 minutes, 36 seconds West, a distance of 5 24 feet to a point; thence North 71 degrees, 11 minutes, 6 seconds West, a distance of 38 85 feet to a point; thence North 46 degrees, 45 minutes, 42 seconds West, a distance of 261 34 feet to a point in line of land of Benjamin F and Mary F. Fox, thence along said land of Benjamin F and Mary F Fox and land of Benjamin F Fox the following two courses and distances (1) North 00 degrees, 40 minutes, 17 seconds West, a distance of 87 90 feet to an iron pin found in Erhardt Lane, (2) thence North 71 degrees, 18 minutes, 19 seconds West, a distance of 137.56 feet to the place of BEGINNING

BEING A PART of the same land and premises which National Golf Operating Partnership granted and conveyed to Oak Leaf Investors, Ltd , by deed recorded December 26, 2003, in Berks County Records, Record Book Volume 3954, page 2180.

2005027763

Ellie Antoine
Recorder of Deeds

County of Berks
County Service Center
Reading, PA 19601
610-478-3380
Customer Receipt

Receipt Number: 27621
Operator ID: DSYLVESTER
Station ID: CASHIER4
Submitter Name:
ESSIG, VALERIANO & FUDEMAN PC

AGREEMENT

RECORD BK04586-PG1030 2005027763
Pages: 8
Recorded: 05/23/2005 02:53:18 PM:2

Recording Fee	\$13.00
Recording Page Fee	\$1.00
No of Pages 8	\$6.00
No of Names 2	\$0.00
ROD Improvement Fund	\$5.00
Writ Tax	\$0.50
Total:	\$25.50



RECORDED IN BERKS CO., PA

Ellie Antoine
RECORDER OF DEEDS

REC BK04586-PG1037
2005027763 05/23/2005 02:53:18 PM:2
BERKS COUNTY ROD

AGREEMENT

PAGE 8 of 8

REC BK05202-PG1058

DECLARATION

2007050552 08/15/2007 02:37:42 PM 2

ROD FEE \$47.50

PAGE 1 of 19



BERKS
COUNTY ROD

ELLIE ANTOINE ROD

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181
40

Return to: Daniel P. Becker, Esquire
Kozloff Stoudt, Professional Corporation
2640 Westview Drive, P. O. Box 6286
Wyomissing, PA 19610
(610) 670-2552

Property Address: Ruscombmanor Township, Berks County, Pennsylvania

DECLARATION OF EASEMENTS

Dated April 26, 2005

Between

OAK LEAF INVESTORS, INC.

BENJAMIN BRUBACHER

And

WESTRUM LAND DEVELOPMENT, LLC

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration") is made and entered into this 26th day of April, 2005, by and between **OAK LEAF INVESTORS, INC.** ("Grantor") and **BENJAMIN BRUBACHER** ("Brubacher") and **WESTRUM LAND DEVELOPMENT, LLC**, its successors and assigns ("Grantee").

Background

A. Grantor is the owner of that certain parcel of property known as the Golden Oaks Golf Course, located in Ruscombmanor Township, Berks County, Pennsylvania, as more particularly described on Exhibit A attached hereto ("Golden Oaks Property").

B. Brubacher is the owner of that certain parcel of property located on Route 662 in Ruscombmanor Township, Berks County, Pennsylvania, as more particularly described on Exhibit B attached hereto (the "Brubacher Property").

C. Grantee has proposed to develop on the Brubacher Property a residential development (the "Project").

D. The Golden Oaks Property and the Brubacher Property are adjacent to one another.

E. The Golden Oaks Property is encumbered by that certain access easement over a certain private right-of-way known as "Ehrardt Lane" (the "Access Easement") for the benefit of the Brubacher Property pursuant to the terms of that certain deed dated January 11, 1996 (the "Brubacher Deed") and recorded in the Office of the Recorder of Deeds of Berks County at book 2695, page 2357.

F. Grantor desires to grant to Grantee those certain easements more particularly described below, and Grantor and Grantee desire to amend those certain easements described in the Brubacher Deed, as more particularly described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Grant of Easements.

(a) Grantor hereby grants to Grantee, as an appurtenance to the Brubacher Property, a non-exclusive easement over and across the Golden Oaks Property in the area of the property described on the plan attached hereto as Exhibit C (the "Easement Area"), for the purposes of constructing, installing, maintaining, repairing and replacing a dry hydrant system to service the Project to be constructed on the Brubacher Property as described in Section 1(b) below.

(b) Grantor hereby grants to Grantee, as an appurtenance to the Brubacher Property, a non-exclusive easement over, across, through and into the Easement Area for the purpose of utilizing the Easement Area for a dry hydrant systems to service the Project.

(c) Grantee, at Grantee's sole cost and expense, shall be responsible for the construction, installation, maintenance, repair and replacement of the dry hydrant system constructed by Grantee in the Easement Area in accordance with applicable laws, regulations and ordinances, including, but not limited to, obtaining all required permits and approvals. Grantor shall not alter or interfere in any material respect with the dry hydrant facilities located in the Easement Area without Grantee's prior written consent. Grantee shall be obligated to make any alterations to the dry hydrant facilities at Grantee's sole cost and expense to comply with any applicable laws, regulations and ordinances. All plans and specifications for the dry hydrant system shall be submitted to Grantor for review and approval (such approval not to be unreasonably withheld, conditioned or delayed) before Grantee commences construction of the same.

(d) Grantee as a matter of general housekeeping practice shall rake and seed that portion of the Golden Oaks Property disturbed by the installation, repair, replacement or maintenance of the stormwater management facilities and/or dry hydrant facilities immediately after the completion of such work.

(e) The aforesaid easements, and all of Grantee's obligations hereunder, shall terminate if and when Grantee elects, in Grantee's sole discretion, and upon the approval of the Township, to abandon the easements granted hereunder.

2. Access Easement Over Golden Oaks Property. Grantor, Brubacher and Grantee hereby agree that the Access Easement is hereby relocated to the location described on the plan attached hereto as Exhibit D. In addition, said Access Easement may be used for purposes of constructing a township road to service the Project to be constructed on the Brubacher Property. Golden Oaks agrees that, at the option of Grantee, the Access Easement and the road constructed by Grantee thereon may be dedicated to Ruscombmanor Township as a township road, and Golden Oaks shall execute and otherwise join in all documents necessary to effect said dedication, such as a fee simple Deed of Dedication.

3. Access Easement Over Brubacher Property Grantee and Brubacher hereby grant to Grantor, as an appurtenance to the Golden Oaks Property, a fifty-three (53) foot-wide non-exclusive easement over and across the Brubacher Property in the area of the property described on the plan attached hereto as Exhibit E (the "Golden Oaks Access Easement"), for the purposes of (i) vehicular and pedestrian ingress and egress to and from the Golden Oaks Property, and (ii) the installation and connection of utility lines and conduits. Grantor shall be obligated to make any alterations to said utility lines and conduits at Grantor's sole cost and expense to comply with any applicable laws, regulations and ordinances. All plans and specifications for such utility lines and conduits shall be submitted to Grantee for review and approval (such approval not to be unreasonably withheld, conditioned or delayed) before Grantor commences construction of the same. It is understood that the extension into the proposed cul-de-sac through

the Golden Oaks Access Easement will be for a future residential development of the Golden Oaks Property.

4. Assignment. Grantee shall have the right to assign this Declaration to an entity controlled by Grantee, the proposed homeowners' association of residents of the Project, Ruscombmanor Township and/or a municipal entity. In the event of an assignment of this Declaration, all rights, benefits, liabilities and obligations of Grantee set forth in this Agreement shall be assumed for all purposes by the assignee and Grantee shall be relieved of any liabilities or obligations whatsoever in connection herewith.

5. Miscellaneous.

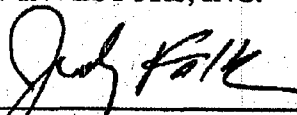
(a) This Agreement shall be a covenant running with the land and shall be binding upon and inure to the parties hereto and their respective successors and assigns. The term "assigns" shall be defined in this Agreement to include the owners of the properties described herein from time to time.

(b) This Agreement constitutes the entire agreement with respect to the subject matter hereof. No amendment or modification of this Agreement shall be binding unless in writing and signed by the owner of the Golden Oaks Property and the owner of the Brubacher Property.

(c) This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Amendment as of the date first above written.

OAK LEAF INVESTORS, INC.

By: 
Name: _____
Title: President

WESTRUM LAND DEVELOPMENT, LLC

By: Westrum Development Co., Limited Partnership, its sole member,

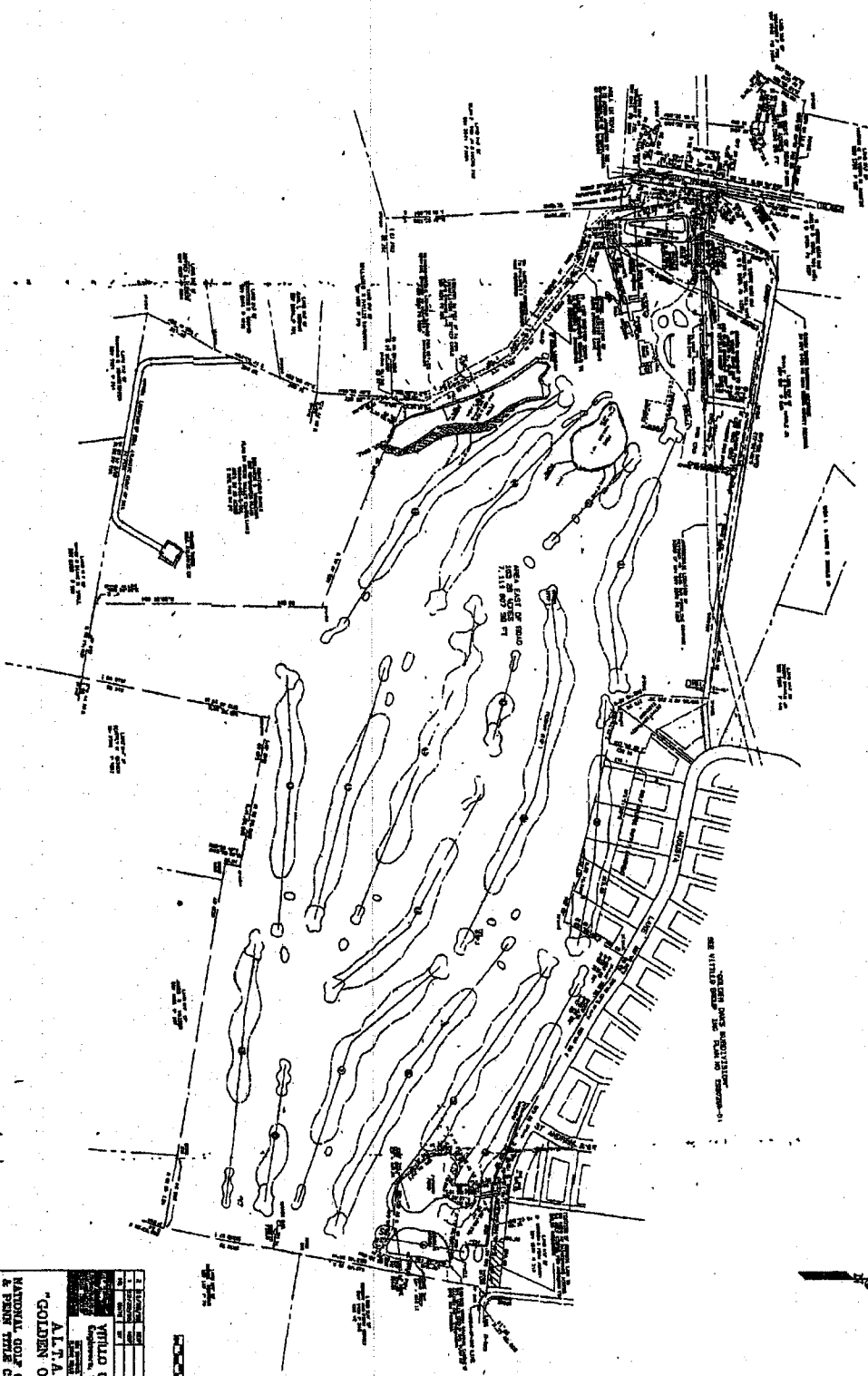
By: 
its general partner

By: _____
John C. Mershon
Vice President


BENJAMIN BRUBACHER

EXHIBIT "A"

GOLDEN OAKS PROPERTY



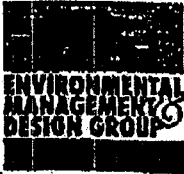
REC'D BUREAU OF RECORDS
2007050502 08/15/2007 12:37:42 PM
BERKS COUNTY ROD

DEVELOPMENT
PAGE 6 of 19

YITILLO GROUP, INC. 10000 N. 100th St., Suite 100 Overland Park, Kansas 66213 Phone: (913) 441-1111 Fax: (913) 441-1112 Email: info@yitillo.com	
ALTA SURVEY OF THE "GOLDEN OAKS COUNTRY CLUB" MADE FOR HAYWARD, GOLD OPERATING PARTNERSHIP, L.P. 10000 N. 100th St., Suite 100 Overland Park, Kansas 66213 Phone: (913) 441-1111 Fax: (913) 441-1112 Email: info@yitillo.com	
THIS SURVEY WAS MADE BY THE YITILLO GROUP, INC. FOR THE HAYWARD, GOLD OPERATING PARTNERSHIP, L.P. ON 08/15/2007. THE SURVEY WAS MADE IN ACCORDANCE WITH THE KANSAS SURVEYING ACT. THE SURVEY WAS MADE BY THE YITILLO GROUP, INC. FOR THE HAYWARD, GOLD OPERATING PARTNERSHIP, L.P. ON 08/15/2007. THE SURVEY WAS MADE IN ACCORDANCE WITH THE KANSAS SURVEYING ACT.	

EXHIBIT "B"

BRUBACHER PROPERTY



Vitillo Group, Inc.
Environmental Research, Inc.
Environmental Constructors, Inc.

**LEGAL DESCRIPTION
BRUBACHER TRACT
GOLDEN OAKS COUNTRY CLUB
RUSCOMBMANOR TOWNSHIP, BERKS COUNTY, PA
VGI FILE NO. E95-096**

ALL THAT CERTAIN parcel or tract of land situate along the easterly side of Erhardt Lane (a private road) located in Ruscombmanor Township, Berks County, PA as shown on a survey map made for Golden Oaks Country Club, Dwg. No. E95096 dated 12/01/95 last revised 01/05/96 prepared by Vitillo Group, Inc., Reading, PA being more fully bounded and described as follows, to wit:

BEGINNING at a point near the centerline of Erhardt Lane (a private road) said point of beginning being a common corner of land of William D. & Phyllis Vanbuskirk and Golden Oaks, Inc.

THENCE from the said first mentioned point and place of beginning and along land of Golden Oaks, Inc. (of which this was a part) the three following courses and distances to wit:

1. North Thirty degrees, Fifty-five minutes, Fifty-four seconds East ($N30^{\circ}55'54''E$) a distance of Fifty-one feet and Six one hundredths of one foot (51.06') to an iron pin;
2. South Sixty-five degrees, Forty-eight minutes, Forty-one seconds East ($S65^{\circ}48'41''E$) a distance of Nine hundred Nineteen feet and Forty one hundredths of one foot (919.40') to an iron pin;
3. South Two degrees, Twelve minutes, Eight seconds West ($S02^{\circ}12'08''W$) a distance of Nine hundred Seventy-two feet and Sixty-eight one hundredths of one foot (972.68') to an iron pin in line of land of David & Diane M. Small:

THENCE along land of the said David & Diane M. Small and along land of Raymond Himmelreich North Seventy-six degrees, Forty-four minutes, Twenty-six seconds West ($N76^{\circ}44'26''W$) a distance of One thousand Two hundred Thirty-four feet and Seventy-four one hundredths of one foot (1234.74') to a steel pin, a corner of land of Jeffrey Lessig:

THENCE along land of the said Jeffrey Lessig and North Twenty-eight degrees, Forty-nine minutes, Twenty-eight seconds East ($N28^{\circ}49'28''E$) a distance of Three hundred Seventeen feet and Sixty-eight one hundredths of one foot (317.68') to a steel pin;

SIV COMMISSIONER

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BERKS COUNTY ROD

DECLARATION

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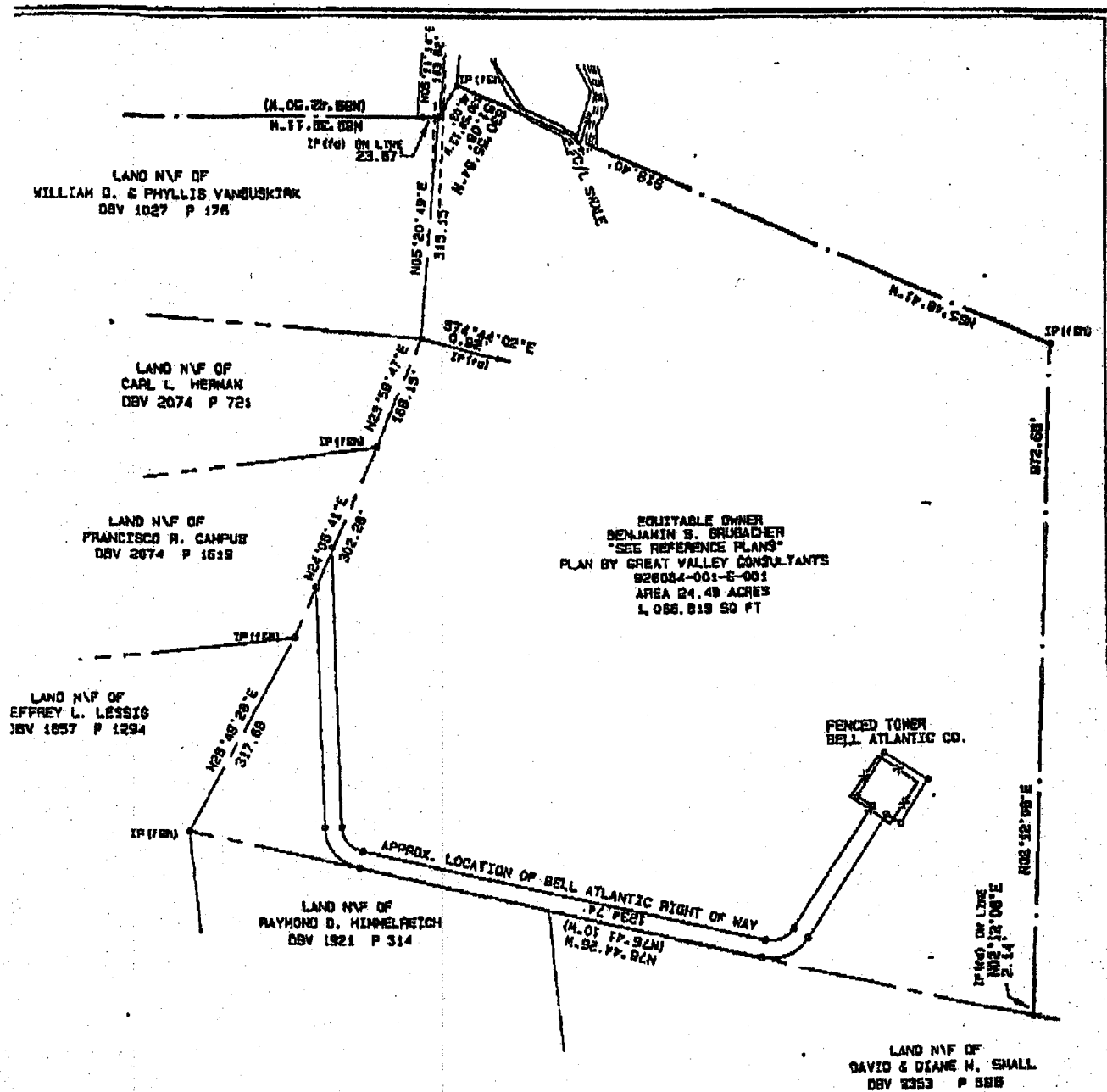
THENCE continuing along land of Jeffrey Lessig and also along land of Francisco Campus North Twenty-four degrees, Five minutes, Forty-one seconds East (N24°05'41"E) a distance of Three hundred Two feet and Twenty-eight one hundredths of one foot (302.28') to a steel pin, a corner of land of the said Francisco Campus and land of Carl Herman:

THENCE along land of Carl Herman North Twenty-three degrees, Fifty-eight minutes, Forty-seven seconds East (N23°58'47"E) a distance of One hundred Sixty-eight feet and Fifteen one hundredths of one foot (168.15') to a point, a corner of land of the aforesaid William D. & Phyllis Vanbuskirk:

THENCE along land of the said William D. & Phyllis Vanbuskirk North Five degrees, Twenty minutes, Forty-nine seconds East (N05°20'49"E) a distance of Three hundred Fifteen feet and Fifteen one hundredths of one foot (315.15') to the first mentioned point and place of beginning.

CONTAINING an area of 24.49 Acres, be the same more or less.

TOGETHER with a 53' wide right of way over Erhardt Lane and also various easements of record.



BENJAMIN S. BRUBACHER PARCEL "EXHIBIT B"

GRAPHIC SCALE 1"=200'



VITILLO GROUP, INC.
Engineers, Surveyors, Planners & Managers
SIX COMMERCE DRIVE
FLYING HILLS CORPORATE CENTER
READING, PA 19607

TEL (610) 796-1012 • FAX (610) 775-2258

FILE NAME: BRUBACHER PARCEL	
JOB No.: E95096	DATE: 01/05/98
SCALE: 1"=200'	REV:
DRAWN BY: MDP	REV:
CHECKED:	FILE: GOSURV.PRO

REC BK05202-PG1067

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BERKS COUNTY ROD

DECLARATION

PAGE 10 OF 19

EXHIBIT "C"

EASEMENT AREA

RED BRICKS-PC-148
20050522 09:15:00 10:27:42 PM 2
BENIS COUNTY ROAD
PAGE 12 OF 19

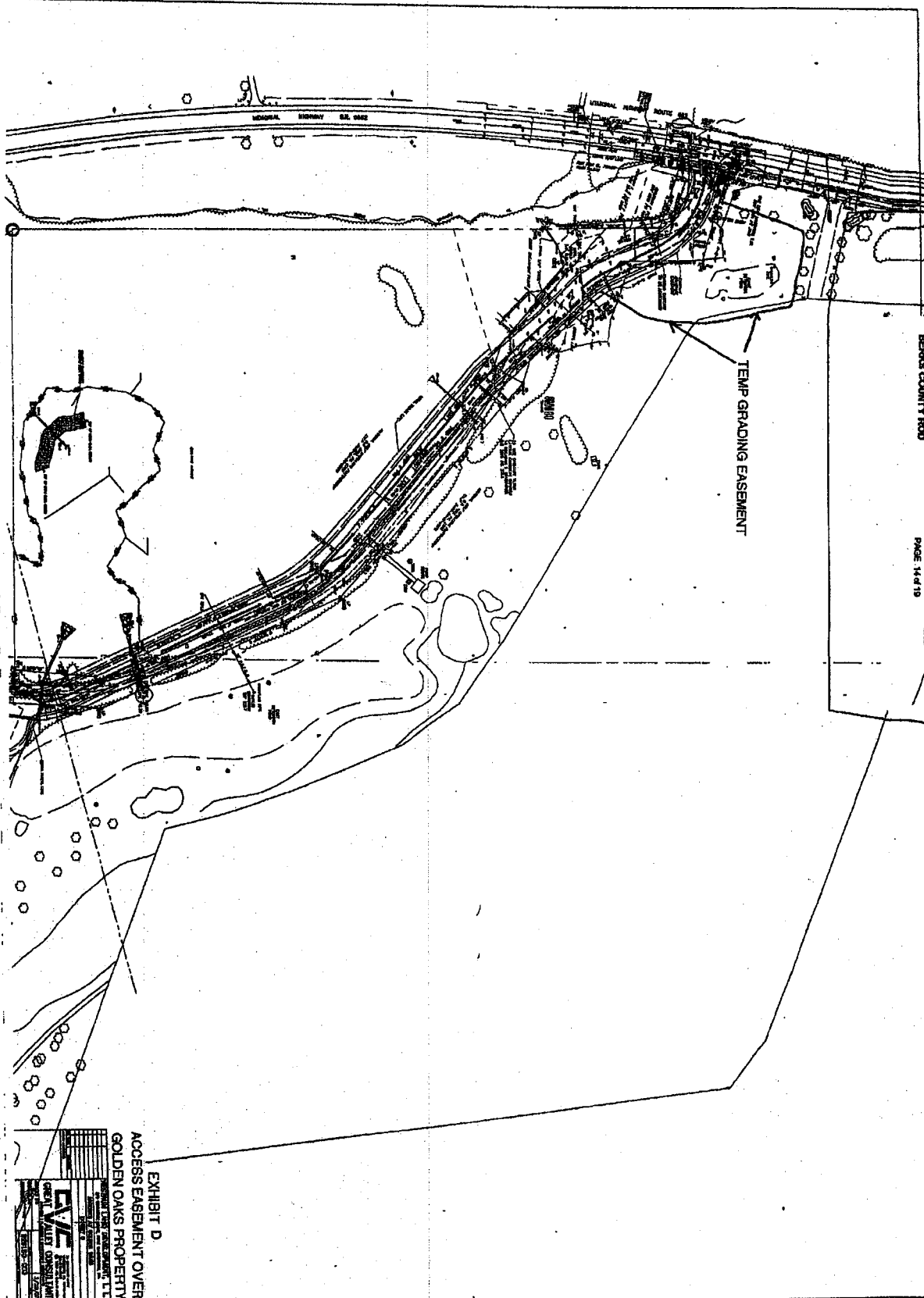
20 FOOT WIDE
EASEMENT AREA

EXHIBIT C
EASEMENT
AREA



EXHIBIT "D"

RELOCATED ACCESS EASEMENT



RECD ENGINEER'S REPORT
 2007/05/22 08:15:20 02 37 42 PM 2
 BERRY COUNTY ROAD

DECLARATION
 PAGE 14 of 19

EXHIBIT D
ACCESS EASEMENT OVER
GOLDEN OAKS PROPERTY
ENGINEERING FIRM, LLC
1000 N. 10TH ST.
PO BOX 1000
BERY, MO 64603
DATE: 05/22/07
BY: [Signature]
SCALE: AS SHOWN
PROJECT: BERRY COUNTY ROAD

EXHIBIT "E"

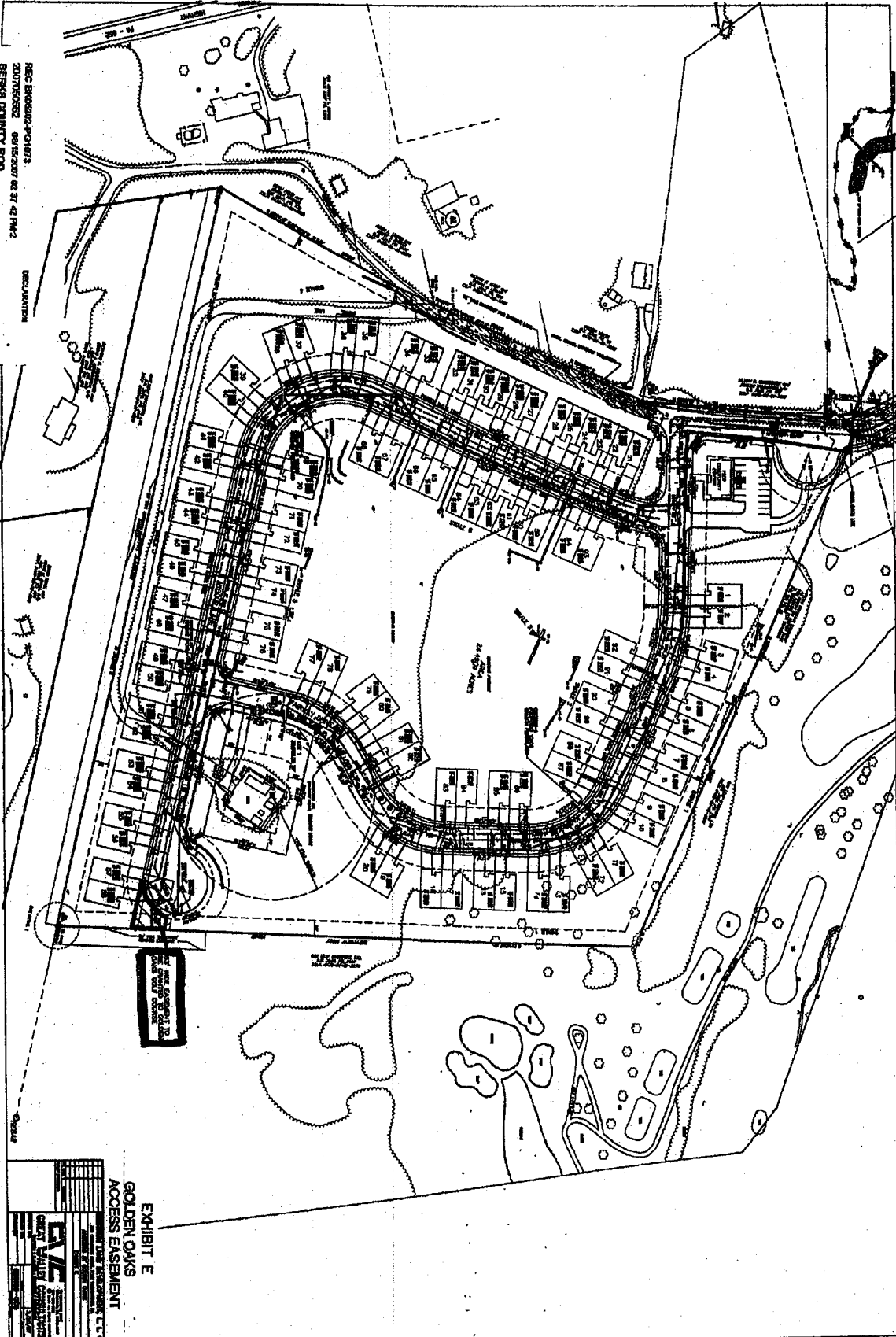
GOLDEN OAKS ACCESS EASEMENT

REC B000002-P04073
200705262 09/15/2007 02:37:42 PM:2
BURNS COUNTY ROAD

DECLARATION
PAGE 18 OF 18



EXHIBIT E
GOLDEN OAKS
ACCESS EASEMENT



COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ~~BERKS~~ *Montgomery* :

On this 26th day of April, 2005, before me, a Notary Public in and for the County and State aforesaid, personally appeared JODY FOLK, who acknowledged himself to be the President of OAK LEAF INVESTORS, INC., a Pennsylvania corporation, and that as such officer and being authorized to do so, executed the foregoing Declaration of Easements for the purposes therein contained by signing the name of the Corporation by himself as such officer.

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

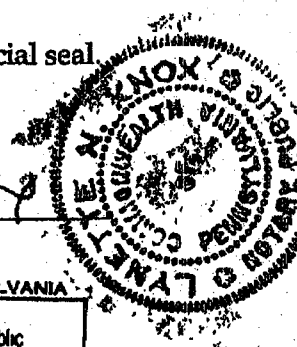
Lynette N. Knox

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

LYNETTE N. KNOX, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires July 27, 2008



COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ~~BERKS~~ *Montgomery* :

On this 26th day of April, 2005, before me, a Notary Public in and for the County and State aforesaid, personally appeared JOHN O. MERSHON, who acknowledged himself to be the Vice President of WESTRUM LAND DEVELOPMENT CO., a Pennsylvania corporation and itself the Sole General Partner of WESTRUM DEVELOPMENT CO., LIMITED PARTNERSHIP, a Pennsylvania limited partnership and itself the Sole Member as WESTRUM LAND DEVELOPMENT, LLC, a Pennsylvania limited liability company, and that he as such officer and being authorized to do so, executed the foregoing Declaration of Easements for the purposes therein contained by signing the name of the Corporation, as the Sole General Partner of the Limited Partnership, as the Sole Member of the Limited Liability Company, by himself as such officer.

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

Lynette N. Knox

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

LYNETTE N. KNOX, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires July 27, 2008



COMMONWEALTH OF PENNSYLVANIA

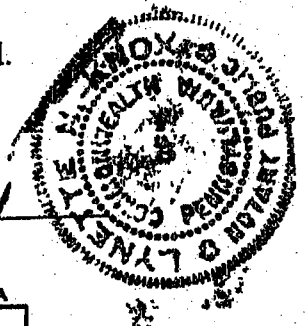
: ss.

COUNTY OF ~~BERKS~~ *Montgomery*

On this ~~7th~~ *26th* day of ~~June~~ *April*, 2005, before me, a Notary Public in and for the County and State aforesaid, personally appeared BENJAMIN BRUBACHER, known to me (or satisfactorily proven) to be the person who executed the foregoing Declaration of Easements and acknowledged that he executed the same for the purposes therein contained.

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

Lynette N. Knox
Notary Public



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LYNETTE N. KNOX, Notary Public
Upper Dublin Twp, Montgomery County
My Commission Expires July 27, 2008

2007050552

Ellie Antoine
Recorder of Deeds

County of Berks
County Service Center
Reading, PA 19601
610-478-3380
Customer Receipt

Receipt Number: 206535
Operator ID: DSYLVESTER
Station ID: CASHIER4
Submitter Name:
KOZLOFF STOUDT

DECLARATION

RECORD BK05202-PG1058 2007050552
Pages: 19
Recorded: 08/15/2007 02:37:42 PM:2

Recording Fee	\$13.00
Recording Page Fee	\$1.00
No of Pages 19	\$28.00
No of Names 4	\$0.00
ROD Improvement Fund	\$5.00
Writ Tax	\$0.50

Total: \$47.50

Check #94004



RECORDED IN BERKS CO. PA

Ellie Antoine

RECORDER OF DEEDS

REC BK06202-PG1077

RELEASE

2007050553 08/15/2007 02:37:42 PM 3

RCD FEE \$41.50

PAGE 1 of 11



BERKS
COUNTY ROD

ELLIE ANTOINE ROD

③
10P
2N

Return to: Daniel P. Becker, Esquire
Kozloff Stoudt, Professional Corporation
2640 Westview Drive, P. O. Box 6286
Wyomissing, PA 19610
(610) 670-2552

Property Address: Ruscombmanor Township, Berks County, Pennsylvania

RELEASE OF RESTRICTIONS

Dated April 26, 2005

By

OAK LEAF INVESTORS, INC.

RELEASE OF RESTRICTIONS

THIS RELEASE OF RESTRICTIONS (this "Release") is made and entered into this 26th day of April, 2005, by OAK LEAF INVESTORS, INC. ("Golden Oaks").

Background

A. Golden Oaks is the owner of that certain parcel of property known as the Golden Oaks Golf Course, located in Ruscombmanor Township, Berks County, Pennsylvania, as more particularly described on Exhibit A attached hereto ("Golden Oaks Property").

B. Benjamin Brubacher is the owner of that certain parcel of property located on Route 662 in Ruscombmanor Township, Berks County, Pennsylvania, as more particularly described on Exhibit B attached hereto (the "Brubacher Property").

C. The Golden Oaks Property and the Brubacher Property are adjacent to one another.

D. The Brubacher Property is subject to those certain restrictions for the benefit of the Golden Oaks Property set forth in that certain deed dated January 11, 1996 (the "Brubacher Deed") and recorded in the Office of the Recorder of Deeds of Berks County at book 2695, page 2357.

E. Golden Oaks desires to release certain of the restrictions set forth in the Brubacher Deed, as set forth below.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, Golden Oaks agrees as follows

1. The following covenant and restriction contained in the Brubacher Deed is hereby released and of no further force or effect:

"IT IS FURTHER COVENANTED AND AGREED that, unless the consent shall first have been obtained by the Grantor or its successor or assignee as owner of the said Country Club, no more than one dwelling shall be constructed upon the premises conveyed herein and the said premises shall be used solely for, and no building shall be constructed upon the said premises unless used for, residential purposes and uses customarily accessory to a single family residence. Buildings that will be allowed on the basis that they are considered customarily accessory to residential purposes shall include, but not necessarily be limited to, a barn, garage, pool house, shed or gazebo."

2. The Brubacher Deed also contains the following covenant and restriction:

"IT IS COVENANTED AND AGREED that no building, gazebo or other structures or improvement shall be constructed upon the premises conveyed herein within fifty (50) feet of the common boundaries of the said premises with the lands known as the Golden Oaks Country Club unless the consent shall first have been obtained by the Grantor or its successor or assignee as owner of the said Country Club. The foregoing shall not prohibit the construction of a fence on the premises herein conveyed to Grantee."

The foregoing covenant and restriction is hereby amended and restated as follows:

"IT IS COVENANTED AND AGREED that no building, gazebo or other building structures shall be constructed upon the premises conveyed herein (i) within fifty (50) feet of the eastern common boundaries of the said premises with the lands known as the Golden Oaks Country Club, or (ii) within twenty five (25) feet of the northern common boundaries of the said premises with the lands known as the Golden Oaks Country Club, unless the consent shall first have been obtained by the Grantor or its successor or assignee as owner of the said Country Club. The foregoing shall not prohibit the construction of a fence on the premises herein conveyed to Grantee."

IN WITNESS WHEREOF, Golden Oaks, intending to be legally bound hereby, has executed this Release as of the date first above written.

OAK LEAF INVESTORS, INC.

By:

Name:
Title:

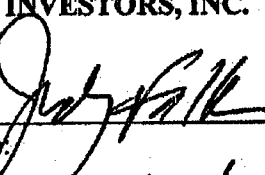

President

EXHIBIT "A"

GOLDEN OAKS PROPERTY

REC BK05202-PG1080

2007050553 08/16/2007 02:37:42 PM 3

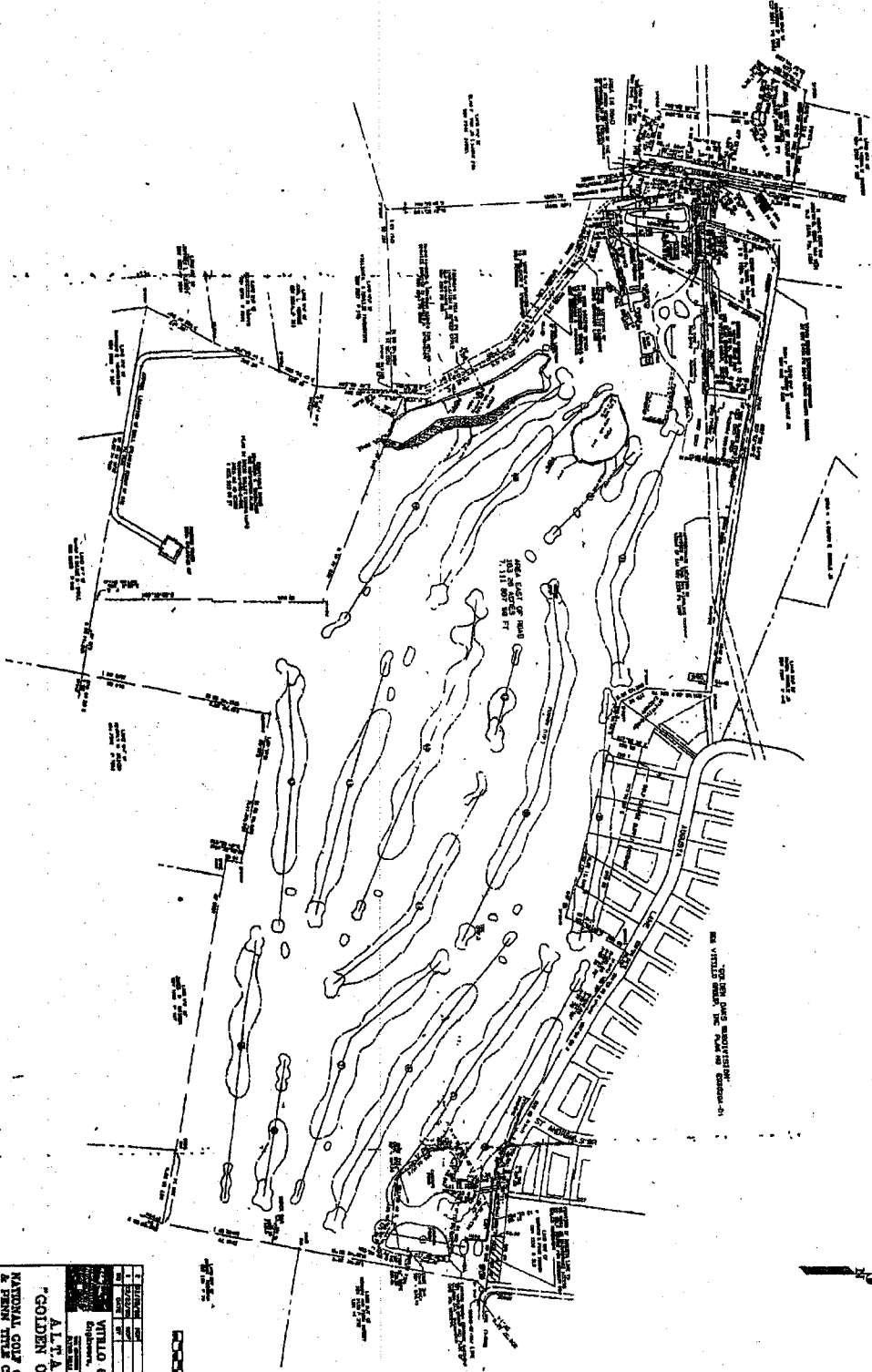
BERKS COUNTY ROD

RELEASE

PAGE 4 of 11

REC BK05242 Pg 1041
 2007050533 04/15/2007 02:37:42 PM 3
 BERNIS COUNTY ROAD

RELEASE
 PAGE 5 of 11



ALTA STREET OF THE "GOLDEN OAKS COUNTRY CLUB" KANDALL GOLF OPERATING PARTNERSHIP, L.P. & PERRY TITLE COMPANY RECOMMENDED TOWNSHIP, BERNIS COUNTY, PENNSYLVANIA A map showing the location of the property and the proposed road. The map is a topographic map showing the terrain, roads, and buildings. The property is located in the center of the map, and the proposed road is shown as a dashed line. The map is oriented with North at the top.	
UTULO CIRCUIT, INC. Engineers, Surveyors, Planners & Architects 10000 BROADWAY, SUITE 200 BETHESDA, MD 20814 TEL: 301-460-1000 FAX: 301-460-1001 WWW.UTULO.COM	THE VILLAGE OF THE NEW JAMES THE NEW JAMES SANITATION 10000 BROADWAY, SUITE 200 BETHESDA, MD 20814 TEL: 301-460-1000 FAX: 301-460-1001 WWW.UTULO.COM

EXHIBIT "B"

BRUBACHER PROPERTY

REC BK05202-PG1082
2007050553 08/15/2007 02:37:42 PM 3
BERKS COUNTY ROD

RELEASE

PAGE 6 of 11



Vitillo Group, Inc.
Environmental Research, Inc.
Environmental Constructors, Inc.

LEGAL DESCRIPTION
BRUBACHER TRACT
GOLDEN OAKS COUNTRY CLUB
RUSCOMBMANOR TOWNSHIP, BERKS COUNTY, PA
VGI FILE NO. E95-096

ALL THAT CERTAIN parcel or tract of land situate along the easterly side of Erhardt Lane (a private road) located in Ruscombmanor Township, Berks County, PA as shown on a survey map made for Golden Oaks Country Club, Dwg. No. E95096 dated 12/01/95 last revised 01/05/96 prepared by Vitillo Group, Inc., Reading, PA being more fully bounded and described as follows, to wit:

BEGINNING at a point near the centerline of Erhardt Lane (a private road) said point of beginning being a common corner of land of William D. & Phyllis Vanbuskirk and Golden Oaks, Inc.

THENCE from the said first mentioned point and place of beginning and along land of Golden Oaks, Inc. (of which this was a part) the three following courses and distances to wit:

1. North Thirty degrees, Fifty-five minutes, Fifty-four seconds East (N30°55'54"E) a distance of Fifty-one feet and Six one hundredths of one foot (51.06') to an iron pin;
2. South Sixty-five degrees, Forty-eight minutes, Forty-one seconds East (S65°48'41"E) a distance of Nine hundred Nineteen feet and Forty one hundredths of one foot (919.40') to an iron pin;
3. South Two degrees, Twelve minutes, Eight seconds West (S02°12'08"W) a distance of Nine hundred Seventy-two feet and Sixty-eight one hundredths of one foot (972.68') to an iron pin in line of land of David & Diane M. Small;

THENCE along land of the said David & Diane M. Small and along land of Raymond Himmelreich North Seventy-six degrees, Forty-four minutes, Twenty-six seconds West (N76°44'26"W) a distance of One thousand Two hundred Thirty-four feet and Seventy-four one hundredths of one foot (1234.74') to a steel pin, a corner of land of Jeffrey Lessig;

THENCE along land of the said Jeffrey Lessig and North Twenty-eight degrees, Forty-nine minutes, Twenty-eight seconds East (N28°49'28"E) a distance of Three hundred Seventeen feet and Sixty-eight one hundredths of one foot (317.68') to a steel pin;

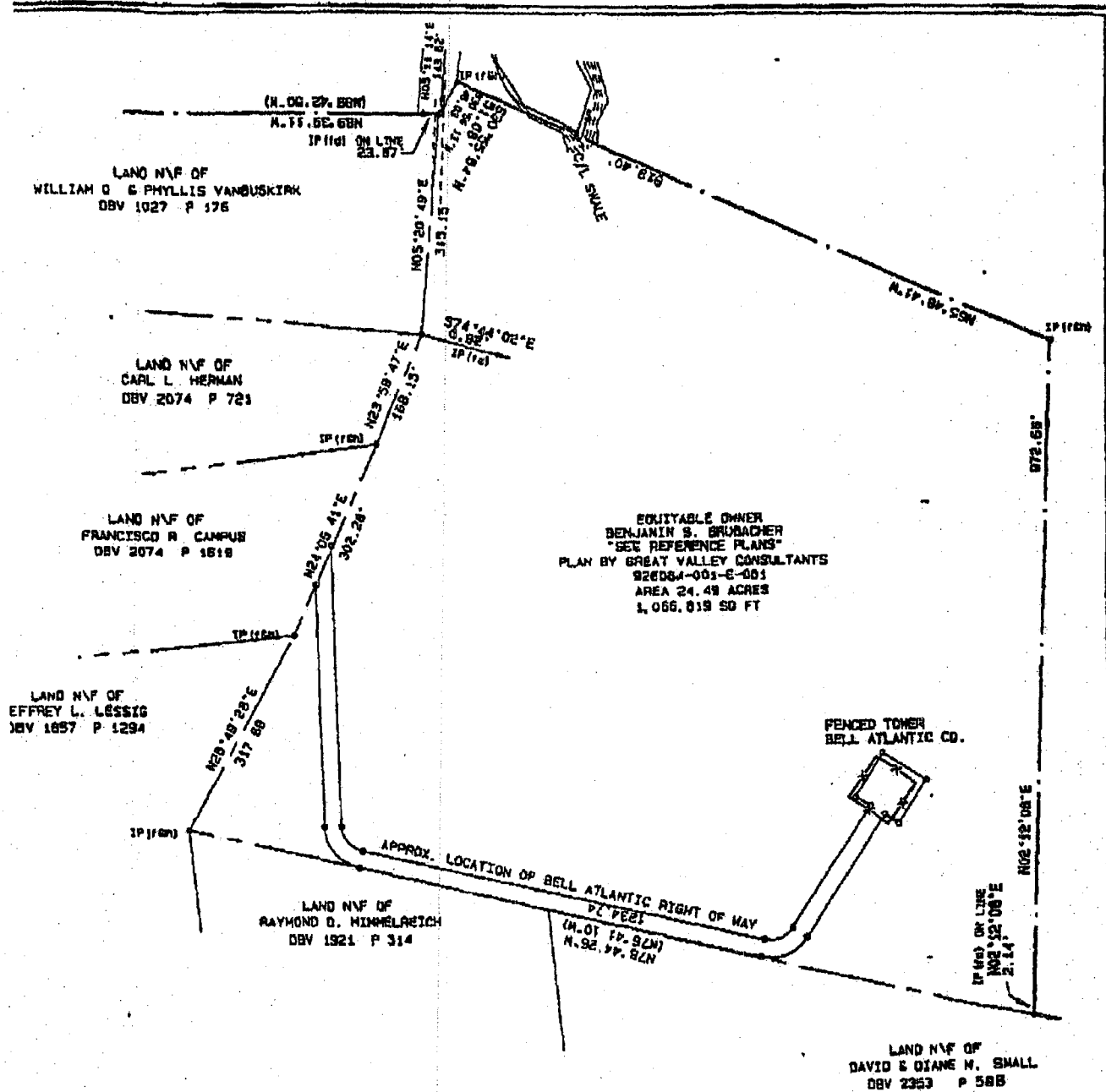
THENCE continuing along land of Jeffrey Lessig and also along land of Francisco Campus North Twenty-four degrees, Five minutes, Forty-one seconds East (N24°05'41"E) a distance of Three hundred Two feet and Twenty-eight one hundredths of one foot (302.28') to a steel pin, a corner of land of the said Francisco Campus and land of Carl Herman:

THENCE along land of Carl Herman North Twenty-three degrees, Fifty-eight minutes, Forty-seven seconds East (N23°58'47"E) a distance of One hundred Sixty-eight feet and fifteen one hundredths of one foot (168.15') to a point, a corner of land of the aforesaid William D. & Phyllis Vanbuskirk:

THENCE along land of the said William D. & Phyllis Vanbuskirk North Five degrees, Twenty minutes, Forty-nine seconds East (N05°20'49"E) a distance of Three hundred Fifteen feet and Fifteen one hundredths of one foot (315.15') to the first mentioned point and place of beginning.

CONTAINING an area of 24.49 Acres, be the same more or less.

TOGETHER with a 53' wide right of way over Erhardt Lane and also various easements of record.



BENJAMIN S. BRUBACHER PARCEL
"EXHIBIT B"

NOTE: THIS EXHIBIT IS A COPY TAKEN
DIRECTLY FROM THE GOLDEN OAKS COUNTRY CLUB
"ALTA" SURVEY. DNG NO. E96086, LAST REVISED
01/05/96 PREPARED BY VITILLO GROUP, INC.

GRAPHIC SCALE

1"=200'



VITILLO GROUP, INC.

Engineers, Surveyors, Planners & Managers

SIX COMMERCE DRIVE
FLYING HILLS CORPORATE CENTER
READING, PA 19607

TEL (610) 796-1012 • FAX (610) 775-2256

FILE NAME: BRUBACHER PARCEL

JOB No. E95096	DATE 01/05/88
----------------	---------------

SCALE 1"=200 REV.

DRAWN BY: MDP	REV.
---------------	------

CHECKED:	FILE: COSURV.PRM
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COMMONWEALTH OF PENNSYLVANIA :
: 88.
COUNTY OF ~~BERKS~~ *Montgomery*

On this 26th day of April, 2008, before me, a Notary Public in and for the County and State aforesaid, personally appeared JODY FOLK, who acknowledged himself to be the President of OAK LEAF INVESTORS, INC., a Pennsylvania corporation, and that as such officer and being authorized to do so, executed the foregoing Release of Restrictions for the purposes therein contained by signing the name of the Corporation by himself as such officer.

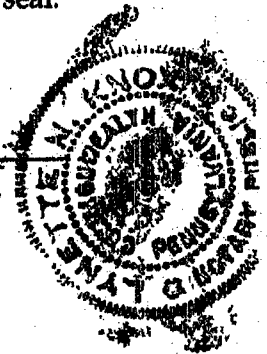
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Lynette N. Knox
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

LYNETTE N. KNOX, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires July 27, 2008



2007050553

Ellie Antoine
Recorder of Deeds

County of Berks
County Service Center
Reading, PA 19601
610-478-3380
Customer Receipt

Receipt Number: 206535
Operator ID: DSYLVESTER
Station ID: CASHIER4
Submitter Name:
KOZLOFF STOUDT

RELEASE

RECORD BK05202-PG1077 2007050553
Pages: 11
Recorded: 08/15/2007 02:37:42 PM:3

Recording Fee	\$13.00
Recording Page Fee	\$1.00
No of Pages 11	\$12.00
No of Names 2	\$0.00
ROD Improvement Fund	\$5.00
Writ Tax	\$0.50
Judicial	\$10.00

Total: \$41.50

Check #94004



RECORDED IN BERKS CO. PA

Ellie Antoine

RECORDER OF DEEDS

REC BK05202-PG1116

DECLARATION

2007050556 08/15/2007 02:37:42 PM 6

RCD FEE \$28.00

PAGE 1 of 9



BERKS
COUNTY ROD

ELLIE ANTOINE ROD

Return to: Daniel P. Becker, Esquire
Kozloff Stoudt, Professional Corporation
2640 Westview Drive, P. O. Box 6286
Wyomissing, PA 19610
(610) 670-2552

Property Address: Ruscombmanor Township, Berks County, Pennsylvania

DECLARATION OF STORM WATER EASEMENTS

Dated June 7, 2007

Between

OAK LEAF INVESTORS, INC.,

BENJAMIN BRUBACHER

And

WESTRUM LAND DEVELOPMENT, LLC

DECLARATION OF STORM WATER EASEMENTS

THIS DECLARATION OF STORM WATER EASEMENTS (this "Declaration") is made and entered into this 7th day of June, 2007, by and between **OAK LEAF INVESTORS, INC.** ("Grantor") and **BENJAMIN BRUBACHER** ("Brubacher") and **WESTRUM LAND DEVELOPMENT, LLC**, its successors and assigns ("Grantee").

Background

A. Grantor is the owner of that certain parcel of property known as the Golden Oaks Golf Course, located in Ruscombmanor Township, Berks County, Pennsylvania, as more particularly described on Exhibit A attached hereto ("Golden Oaks Property").

B. Brubacher is the owner of that certain parcel of property located on Route 662 in Ruscombmanor Township, Berks County, Pennsylvania, as more particularly described on Exhibit B attached hereto (the "Brubacher Property").

C. Grantee has proposed to develop on the Brubacher Property a residential development (the "Project").

D. The Golden Oaks Property and the Brubacher Property are adjacent to one another.

E. Grantor desires to grant to Grantee those certain easements more particularly described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Grant of Easements.

(a) Grantor hereby grants to Grantee, as an appurtenance to the Brubacher Property, a non-exclusive easement over and across the Golden Oaks Property in the area described on Exhibit A attached hereto and made a part hereof (the "Easement Area"), for the purposes of (i) constructing, installing, maintaining, repairing and replacing storm water management facilities (including, without limitation, a storm water basin) to service the Project to be constructed on the Brubacher Property and (ii) discharging storm water from the Brubacher Property and the Project to be constructed thereon into the Easement Area.

(b) Grantee, at Grantee's sole cost and expense, shall be responsible for the construction, installation, maintenance, repair and replacement of the storm water management facilities to be constructed by Grantee in the Easement Area in accordance with applicable laws, regulations and ordinances, including, but not limited to, obtaining all required permits and approvals. Grantor shall not alter or interfere in any material respect with the storm water

management facilities located in the Easement Area without Grantee's prior written consent. Grantee shall be obligated to make any alterations to the storm water management facilities at Grantee's sole cost and expense to comply with any applicable laws, regulations and ordinances. All plans and specifications for the storm water management facilities to be constructed in the Easement Area shall be submitted to Grantor for review and approval (such approval not to be unreasonably withheld, conditioned or delayed) before Grantee commences construction of the same.

(c) The aforesaid easements, and all of Grantee's obligations hereunder, shall terminate if and when Grantee elects, in Grantee's sole discretion, and upon the approval of the Township, to abandon the easements granted hereunder.

2. Insurance. From and after the date of the recording of this Declaration, Grantee shall maintain at all times a policy of comprehensive general liability insurance against accidents, injuries, losses or damages caused to any person or property in the Easement Area as a result of the negligence or intentional misconduct of Grantee or Grantee's agents, employees or contractors. Such insurance shall be in the amount of at least One Million Dollars (\$1,000,000) combined single limit per occurrence for personal injury and/or property damage and in the aggregate. Such policy of insurance shall include Grantor as an additional insured. All policies procured hereunder shall be on standard policy forms issued by insurers qualified to do business in the Commonwealth of Pennsylvania.

3. Indemnification. From and after the date of the recording of this Declaration, Grantee agrees to indemnify, defend and hold harmless Grantor from and against any and all claims, actions, judgments, liabilities, penalties, damages and expenses, including, without limitation, reasonable attorneys' fees and expenses, on account of or arising from the use by Grantee or its agents, employees or contractors of the Easement Area.

4. Assignment. Grantee shall have the right to assign this Declaration to an entity controlled by Grantee, the proposed homeowners' association of residents of the Project, Ruscombmanor Township and/or a municipal entity. In the event of any assignment of this Declaration, all rights, benefits, liabilities and obligations of Grantee set forth in this Agreement shall be assumed for all purposes by the assignee and Grantee shall be relieved of any liabilities or obligations whatsoever in connection herewith.

5. Miscellaneous.

(a) This Declaration shall be a covenant running with the land and shall be binding upon and inure to the parties hereto and their respective successors and assigns. The term "assigns" shall be defined in this Declaration to include the owners of the properties described herein from time to time.

(b) This Declaration constitutes the entire agreement with respect to the subject matter hereof. No amendment or modification of this Declaration shall be binding unless in

writing and signed by the then-owner of the Golden Oaks Property and the then-owner of the Brubacher Property.

(c) This Declaration shall be governed by and construed in accordance with the laws of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Declaration as of the date first above written.

OAK LEAF INVESTORS, INC.

By: _____

Name: _____
Title: _____

Jim Foltz
President

WESTRUM LAND DEVELOPMENT, LLC

By: Westrum Development Co., Limited
Partnership, its sole member,

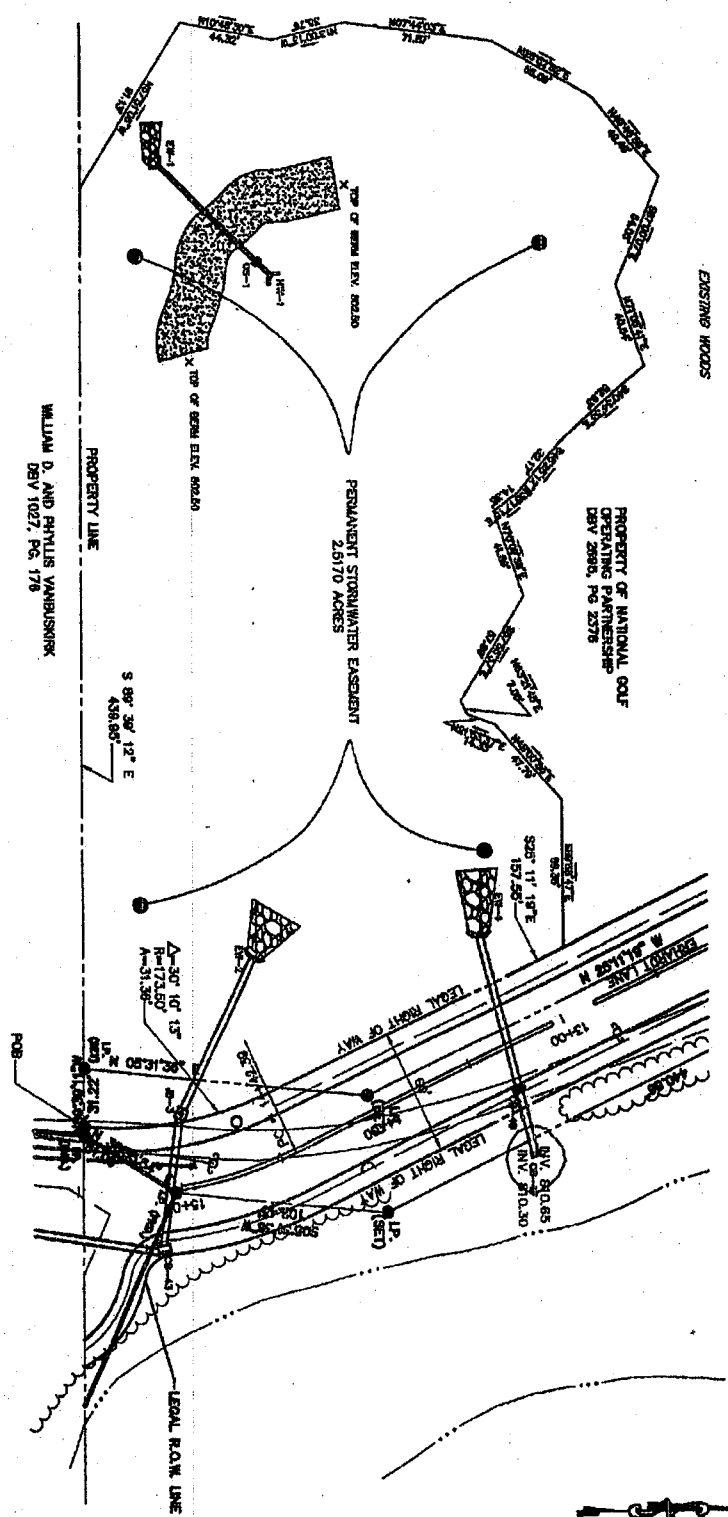
By: _____
Name: _____
Title: _____

John C. Mershon
Name: John C. Mershon
Title: President

Benjamin Brubacher
BENJAMIN BRUBACHER

EXHIBIT "A"

EASEMENT AREA



WILLIAM D. AND PHILLIS VANBUSKIRK
DEV 1027, PG. 176

REC: 00000000 001174
2007000000 00152007 02:37:42 PM 8
BURNS COUNTY ROAD

DECLARATION
PAGE 6 of 8

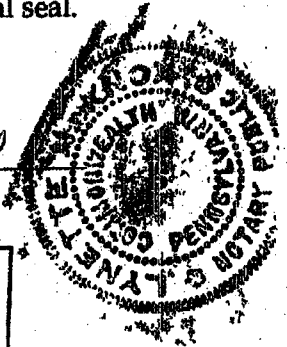
WESTRUM LAND DEV. CO., LLC	
BY ORDERING THESE PLANS, THE UNDERSIGNED IS/ARE:	
ACQUIRING AN INTEREST IN:	
STORMWATER EASEMENT	
DISCOUNTING TOWNSHIP, BURNS COUNTY, PA	
TO BE CONVEYED TO:	
WESTRUM LAND DEV. CO., LLC	
BY ORDER OF:	
WILLIAM D. AND PHILLIS VANBUSKIRK	
DATE: 4/19/07	
DATE: 4/19/07	BY: [Signature]
BY: [Signature]	DATE: 4/19/07
926180-003-B-001	

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ~~BERKS~~ *Montgomery* :

On this 7th day of June, 2007, before me, a Notary Public in and for the County and State aforesaid, personally appeared JODY FOLK, who acknowledged himself to be the President of OAK LEAF INVESTORS, INC., a Pennsylvania corporation, and that as such officer and being authorized to do so, executed the foregoing Declaration of Storm Water Easements for the purposes therein contained by signing the name of the Corporation by himself as such officer.

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

Lynette N. Knox
Notary Public
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LYNETTE N. KNOX, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires July 27, 2008



COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ~~BERKS~~ *Montgomery* :

On this 7th day of June, 2007, before me, a Notary Public in and for the County and State aforesaid, personally appeared JOHN O. MERSHON, who acknowledged himself to be the President of WESTRUM LAND DEVELOPMENT CO., a Pennsylvania corporation and itself the Sole General Partner of WESTRUM DEVELOPMENT CO., LIMITED PARTNERSHIP, a Pennsylvania limited partnership and itself the Sole Member as WESTRUM LAND DEVELOPMENT, LLC, a Pennsylvania limited liability company, and that he as such officer and being authorized to do so, executed the foregoing Declaration of Storm Water Easements for the purposes therein contained by signing the name of the Corporation, as the Sole General Partner of the Limited Partnership, as the Sole Member of the Limited Liability Company, by himself as such officer.

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

Lynette N. Knox
Notary Public
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LYNETTE N. KNOX, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires July 27, 2008



COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ~~BERKS~~ *Montgomery* :

On this 7th day of June, 2007, before me, a Notary Public in and for the County and State aforesaid, personally appeared BENJAMIN BRUBACHER, known to me (or satisfactorily proven) to be the person who executed the foregoing Declaration of Strom Water Easements and acknowledged that he executed the same for the purposes therein contained.

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

Lynette N. Knox

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

LYNETTE N. KNOX, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires July 27, 2008



2007050556

Ellie Antoine
Recorder of Deeds

County of Berks
County Service Center
Reading, PA 19601
610-478-3380
Customer Receipt

Receipt Number: 206535
Operator ID: DSYLVESTER
Station ID: CASHIER4
Submitter Name:
KOZLOFF STOUTT

DECLARATION

RECORD BK05202-PG1116 2007050556
Pages: 9
Recorded: 08/15/2007 02:37:42 PM:6

Recording Fee	\$13.00
Recording Page Fee	\$1.00
No of Pages 9	\$8.00
No of Names 5	\$0.50
ROD Improvement Fund	\$5.00
Writ Tax	\$0.50

Total: \$28.00

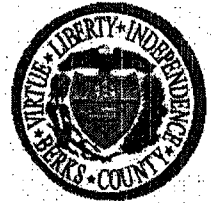
Check #94004



RECORDED IN BERKS CO. PA

Ellie Antoine

RECORDER OF DEEDS

County of Berks
Parcel Search
Report**Ownership Information**

UPI / Property ID: 76543004703761
Location Address: 9 ERHARDT LN
Owner's Name: BRUBACHER BENJAMIN S
Mailing Address: 67 LEDGE ROCK RD MOHNTON PA 19540
Municipality: RUSCOMBMANOR
School District: OLEY VALLEY
Map PIN: 543004703761
Account #: 76000226

Recorded Documents

Deed / Instrument #: 2695 2357
Deed Date: 19960112
Deed Amount: 180000
Deed Reference 1:
Deed Reference 2:
Plan: 0212 0051
Lot: 1

Property Details

Homestead Status: NOT ENROLLED
Market Land Value: 139700
Assessed Land Value: 139700
Building Value: 0
Total Assessed Value: 139700
Property Class: FARM
Land Use Code: 800
Clean & Green Year:
Net Acreage: 24.59
Description:

• This geospatial data and other related material was created or compiled by the County of Berks with the intent of using the data for county government related activities, and not necessarily with the intent of use of the data recipient in mind. Data is provided on an "AS IS" basis.
BERKS COUNTY DOES NOT ASSUME ANY LIABILITY FOR DAMAGES CAUSED BY THE USE OF THIS INFORMATION.

GIS Data General Agreement and Terms

FILE NO. 5775022 COVER DATE 4/25/2016

PRIOR TITLE/TIE IN _____

PROPERTY 9 Erhardt Lane MUNICIPALITY Rosemead

COUNTY BLOCK # SEE PARCEL SEARCH (~~PARCEL~~ / CITY / TWP)

UNIT / LOT # " TITLE DEED 2695/2357

PARCEL " ASSESSMENT "

MOTHER PARCEL " (LAND / BUILDING / BOTH)

CHARGES
CHAIN OF
TITLE
SHERIFF
SALE
ESTATE
MISC.

OWNER(S) OF RECORD Benjamin S. Brubacher

BUYERS TBD

OWNERS / CHAIN / MISC.	DEED BOOK	FROM(DATE)	TO(DATE)
<u>Benjamin S. Brubacher</u>	<u>2695/2357</u>	<u>1-11-1996</u>	<u>present</u>
<u>Golden Oaks Inc.</u>	<u>2246/1144</u>	<u>9-20-1991</u>	<u>1-11-1996</u>
<u>Stephanie B. Wierglinski</u>	<u>2120/1153</u>	<u>2-8-1989</u>	<u>9-20-1991</u>
<u>C. Kerry Bean</u>	<u>2053/1168</u>	<u>2-8-1989</u>	<u>2-6-1990</u>
<u>Robert H. Bean</u>	<u>1915/1118</u>	<u>12-22-1986</u>	<u>2-8-1989</u>
<u>William M. Marr</u>	<u>859/263</u>	<u>4-6-1942</u>	<u>12-22-1986</u>
<u>Manon Mae Marr</u>	<u>"</u>	<u>"</u>	<u>"</u>

MORTGAGES	HELOC
<u>3296-714 sat</u>	<u>4849-1652</u>
<u>1586-1030</u>	
<u>2007-02634-MK</u>	<u>5202-1058</u>
<u>1601-97-454</u>	<u>5202-1071</u>
<u>1601-01-8606</u>	<u>5202-116</u>
<u>1601-04-10539</u>	
<u>190 Plan 52</u>	<u>2695-2357</u>
<u>187 Plan 22</u>	<u>2695-2357</u>
<u>212 Plan 57</u>	

MORTGAGES.....☒

JUDGMENTS.....☒

IRS FED. LIENS.....☒ (18 YRS)

MUNI. LIENS.....☒ (20 YRS)

MECH. LIENS.....☒ (5 YRS)

FED. JUDGMENTS.....☒ (20 YRS)

UNEMP. LIENS.....☒ (6/12/87)

TAXES/TAX CLAIM.....☒ (20 YRS)

UCC RECORDER.....☒ (5 YRS)

CRIMINAL REST.....☒ (INDEFINITE)

NOTES
<u>2531-480</u>
<u>2931-859</u>
<u>170 Wierglinski</u>
<u>2120-1153</u>
<u>2567-2037</u>
<u>2428-2357</u>
<u>2247-430</u>
<u>2416-1944</u>
<u>142-331</u>
<u>131-2079</u>
<u>109-354</u>

EQUITY ACTION.....☒ (20 YRS)

DEPT. OF REV.....☒ (12/1/89)

HOMEOWNERS ASSOC.....N/A

DIVORCE.....☒

WILLS & ADMIN.....☒

PUD N/A CONDO N/A

TAX MAP CHECKED? ☒