

TRIDENT LAND TRANSFER COMPANY LP
431 West Lancaster Avenue, Devon, PA 19333
Agent for
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 17PA07284

SCHEDULE A

1. Commitment Date: August 18, 2017 at 12:00 AM

2. Policy (or Policies) to be issued:

(a) Owner's Policy	Amount
Proposed Insured:	\$0.00

(b) Loan Policy	Amount
Proposed Insured:	\$0.00

TBD, its successors and/or assigns as their respective interests may appear.

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Falla Development, LP, a Pennsylvania limited partnership

4. The land referred to in the Commitment is described as follows:
4th Street, Bernville, PA 19506

SEE SCHEDULE C ATTACHED HERETO



Barbara W. Griest
President
Trident Land Transfer Company

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 17PA07284

SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements to be complied with:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

Deed from Falla Development, LP, a Pennsylvania limited partnership to .

Mortgage from to TBD, securing the principal amount of \$0.00.
5. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
6. Payment of full consideration to or for the account of the grantors or mortgagors.
7. Payment of the premiums, fees and charges for the policy.
8. Possible unfiled mechanics liens and municipal claims.
9. Terms of any unrecorded lease or rights of parties in possession.
10. Proof that all natural persons in this transaction are of full age and legally competent.
11. Proof of identity of parties as set forth in Recital.
12. 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.
13. 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.
14. 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.
15. 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 2017.

UPI/Property ID: 69445000756274

Account No.: 69000329

SCHEDULE B - SECTION I
(Continued)

Total Assessed Value: \$10,700.00 (land only)

NOTE: This report does not include a search of the Berks County Tax Claim Bureau records and as such current tax status is not certified herein. Please contact the Berks County Tax Claim Bureau for current tax status.

16. 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 2017.
17. MORTGAGES:
 - a. Mortgage And Security Agreement
Amount: \$1,680,000.00
Mortgagor: Falla Development, LP
Mortgagee: QNB Bank
Dated: 4/28/2008 and Recorded: 5/7/2008
Record Book: 5352 Page: 2181
 - i. Collateral Assignment Of Agreements Affecting Real Estate
Dated: 4/28/2008 and Recorded: 5/7/2008
Record Book: 5352 Page: 2195
18. UCC FINANCING STATEMENTS: NONE
19. JUDGMENTS: NONE
20. 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.
21. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.
22. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
23. Letter must be furnished from the Municipality and/or Municipal Authority showing that there are no unfiled municipal liens or claims.
24. Purchase money mortgages or notes, if any, must be disclosed to the Company.
25. 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.
26. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.
27. 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

SCHEDULE B - SECTION I
(Continued)

28. Last Insured Not Available.
29. Requirements for Falla Development, LP, a Pennsylvania limited partnership:
- a. A. Proof to be produced that a certificate forming limited partnership was filed with the Department of State of the Commonwealth of Pennsylvania.
 - B. Partnership Agreement to be produced and examined. Possible additional requirements may be added.
 - C. Names of all the general partners and proof that they are all the general partners to be produced and additional searches made upon same.
 - D. Present transaction to be made with the joinder of all general partners and proof to be provided of same.
30. Name and nature of the buyer to be disclosed and additional searches performed upon same. Additional proofs, requirements, or exceptions may be added prior to closing.
31. Legal description provided herein is for temporary use only. A new legal description, which accurately describes the subject premises, must be produced and provided to Company in Word format. Report to be returned and revised with new description and possible additional requirements and exceptions may be added.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 17PA07284

SCHEDULE B - SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Liable Items **Not Yet Due and Payable.**

City Tax paid through _____; School Tax paid through _____;

County Tax paid through _____; Water paid through _____;

Twp/Boro Tax paid through _____; Trash paid tough _____;

Sewer paid through _____; HOA/Condo Dues paid
tough _____.

- 2. 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.
- 3. Rights or claims of parties in possession of the land not shown by the public record.
- 4. 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.
- 5. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
- 6. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
- 7. Oil and gas and minerals and all rights incident to the extraction or development of oil and gas or minerals heretofore conveyed, leased, excepted or reserved by instruments of record.
- 8. Coal and coal bed methane gas and mining rights and all rights incident to the extraction or development of coal or coal bed methane gas heretofore conveyed, excepted and reserved by instruments of record; the right of surface, lateral or subjacent support; or any surface subsidence.

NOTICE: "THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND." [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if

SCHEDULE B - SECTION II
(Continued)

any.]

9. Rights granted to Metropolitan Edison Company as set forth in Misc. Book 157 page 519 ; 168 page 196 ; 201 page 65 ; 353 page 111 ; 354 page 1226 ; and 355 page 696 .
10. Articles Of Agreement with The Bernville Water Company as set forth in Misc. Book 175 page 644 .
11. Right Of Way Agreement granted to Bethel and Mt. Aetna Telephone and Telegraph Co. as set forth in Misc. Book 354 page 291 .
12. Right of Way Agreement granted to GTE North Incorporated as set forth in Record Book 2566 page 2240 .
13. Easement For Development granted to Metropolitan Edison Company, d/b/a GPU Energy as set forth in Record Book 3601 page 893 .
14. Conditions, restrictions, reservations, easements, notes, covenants, and setback lines, if any, as set forth on plan titled "Penn Hills" recorded in Plan Book 300 page 497 .
15. Grant Of Easement by Falla Development, L.P. in favor of Bernville Borough as set forth in Instrument No. 2015018592 .
16. Post Construction Stormwater Management (PCSM) Instrument Filing Notice as set forth in Instrument No. 2017006484 .

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 17PA07284

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LEGAL DESCRIPTION PROVIDED HEREIN IS FOR TEMPORARY USE ONLY

ALL THAT CERTAIN tract or piece of ground situate in Penn Township, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Penn Township and Borough of Bernville Municipal Line, said point being a corner of Lot No 39 on the Subdivision Plan known as Bernville Estates, said point being the northwesterly corner of the herein described parcel; thence extending from said point of beginning along the Penn Township and Borough of Bernville Municipal Line and along lands now or late of the Subdivision known as Bernville Estate South 01 degree 00 minutes 00 seconds West, 1,826.65 feet to a point, a corner of lands now or late of Leroy J Kline and Kathryn D Kline; thence extending along said lands the four following courses and distances: (1) North 78 degrees 20 minutes 50 seconds East 53.70 feet to a point, a corner, (2) South 86 degrees 03 minutes 23 seconds East 434.00 feet to a point, a corner, (3) South 78 degrees 48 minutes 04 seconds East 447.08 feet to a point, a corner, and (4) North 12 degrees 29 minutes 31 seconds East 259.61 feet to a point, a corner of lands now or late of Clarence W. Mengel, et al; thence extending along said lands the seven following courses and distances, (1) North 65 degrees 59 minutes 31 seconds West 33.72 feet to a point, a corner, (2) North 58 degrees 23 minutes 50 seconds West 288.45 feet to a point, a corner, (3) North 21 degrees 22 minutes 03 seconds East 41.24 feet to a point, a corner, (4) North 68 degrees 37 minutes 57 seconds West 100.00 feet to a point, a corner, (5) North 21 degrees 22 minutes 05 seconds East 99.87 feet to a point, a corner, (6) South 68 degrees 37 minutes 57 seconds East 100.00 feet to a point, a corner, and (7) North 34 degrees 20 minutes 52 seconds East 657.23 feet to a point, a corner of lands now or late of Curtis L Landis and Doris N Landis, thence extending along said lands North 53 degrees 50 minutes 16 seconds East 450.09 feet to a point, a corner of lands now or late of Clarence W Mengel, et al; thence extending along said lands the two following courses and distances, (1) North 56 degrees 47 minutes 50 seconds West 704.34 feet to a point, a corner, and (2) North 74 degrees 16 minutes 30 seconds West 915.11 feet to the first mentioned point and place of BEGINNING.

Tax Parcel Number: 69-4450-00-75-6572

EXCEPTING THEREOUT AND THEREFROM all those certain lots or tracts of land, being Phase 1 and Phase 2 of the Development of "Rabbit Run" as more particularly identified on the Final Plan of Penn Hills recorded in Plan Book 300 page 497, Berks County records.

Being a part of the same premises that Corrado Development, LLC, a Pennsylvania corporation, by Deed dated April 28, 2008 and recorded May 7, 2008 in the Office of the Recorder of Deeds of Berks County, Pennsylvania, in Record Book 5352 page 2176, granted and conveyed unto Falla Development, L.P., in fee.

Indenture, Made this 12TH day of MAY 19 47

By and Between CLARENCE W. MENGEL AND LILLIAN W. MENGEL, HIS WIFE AND HENRY L. KALBACH AND MARION B. KALBACH, HIS WIFE AND WILLIAM E. RICHARDSON AND MARY RICHARDSON, HIS WIFE of the TOWNSHIP of PENN and Commonwealth of Pennsylvania (hereinafter called Grantors), and the METROPOLITAN EDISON COMPANY County of BERKS a Pennsylvania corporation (hereinafter called Grantee).

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantors 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 lightning 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 the lands of Grantors, situated in the TOWNSHIP of PENN County of BERKS Commonwealth of Pennsylvania, bounded as follows: NORTHERLY BY LAND OF JONAS LUCKENBILL, SOUTHERLY BY LAND OF BOROUGH OF BERNVILLE, EASTERLY BY LAND OF LEROY KLINE, WESTERLY BY LAND OF BOROUGH OF BERNVILLE. LINE STARTS AT A METROPOLITAN EDISON COMPANY'S POLE ON LAND OF GRANTOR THENCE CONTINUES IN AN EASTERLY DIRECTION ACROSS LAND OF GRANTOR TO LAND OF LEROY KLINE.

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 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. Reserving, however, to Grantors the right to cultivate the ground between the poles or other supporting structures of said line, provided that such use shall not interfere with or obstruct the rights herein granted. The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be. IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written.

Witness: NAOMI F. EPLER CLARENCE W. MENGEL (SEAL) LILLIAN W. MENGEL (Seal) HENRY L. KALBACH (Seal) MARION B. KALBACH (SEAL) WILLIAM E. RICHARDSON (SEAL) MARY RICHARDSON (SEAL)

On this 12TH day of MAY 1947, before me, the subscriber, a Notary Public in and for the Commonwealth aforesaid, personally appeared the above named CLARENCE W. MENGEL AND LILLIAN W. MENGEL, HIS WIFE; HENRY L. KALBACH AND MARION B. KALBACH, HIS WIFE AND WILLIAM E. RICHARDSON AND MARY RICHARDSON, 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. My commission expires MARCH 6, 1949. NAOMI F. EPLER (N. P. SEAL) Notary Public. Recorded: JULY 8, 1947. William H. Lutz Recorder

Indenture, Made this 2ND day of JUNE 19 47

By and Between EUGENE V. BARTHMAIER AND MARION H. BARTHMAIER, HIS WIFE of the CITY of PHILADELPHIA and Commonwealth of Pennsylvania (hereinafter called Grantors), and the METROPOLITAN EDISON COMPANY County of BERKS a Pennsylvania corporation (hereinafter called Grantee).

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantors 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 lightning 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 the lands of Grantors, situated in the TOWNSHIP of HEREFORD County of BERKS Commonwealth of Pennsylvania, bounded as follows: NORTHERLY BY LAND OF MILES G. ENGLEMAN, EASTERLY BY LAND OF WARREN STEIN, SOUTHERLY BY LAND OF ADAM SCHULTZ AND OTHERS, WESTERLY BY LAND OF SARAH FADENBAUER. SAID LINE BEGINS AT METROPOLITAN EDISON COMPANYS POLE MEDM135 LOCATED ON GRANTORS LAND THENCE CONTINUES IN A NORTHERLY DIRECTION ACROSS GRANTORS LAND TO LAND OF MILES G. ENGLEMAN.

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 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. Reserving, however, to Grantors the right to cultivate the ground between the poles or other supporting structures of said line, provided that such use shall not interfere with or obstruct the rights herein granted. The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be. IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written.

Witness: CLARENCE J. HARTMAN EUGENE V. BARTHMAIER C.A. (Seal) MARION H. BARTHMAIER (Seal)

On this 2ND day of JUNE 1947, before me, the subscriber, a Notary Public in and for the Commonwealth aforesaid, personally appeared the above named EUGENE V. BARTHMAIER AND MARION H. BARTHMAIER, 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. My commission expires JANUARY 7, 1951. CLARENCE J. HARTMAN (N. P. SEAL) Notary Public. Recorded: JULY 8, 1947. William H. Lutz Recorder

THERETO, WITH ELECTRIC LIGHT, HEAT AND POWER SERVICE,

PROVIDED, HOWEVER, THAT SUCH CONSTRUCTION SHALL BE PLACED AND MAINTAINED AT A CONVENIENT LOCATION ON, OVER, UNDER AND ACROSS THE SAID PREMISES, AND SHOULD THE SAID CONSTRUCTION INTERFERE WITH IMPROVEMENTS OR ALTERATIONS TO BUILDINGS THEREON ERECTED, GRANTEE SHALL, AT ITS OWN EXPENSE, RELOCATE SAME ON THE AFORESAID PREMISES SO AS TO AVOID SUCH INTERFERENCE.

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

WITNESS:

DANIEL K. EAST

ABRAHAM R. PENNYPACKER (SEAL)

STATE OF PENNSYLVANIA)

SS

COUNTY OF BERKS)

ON THIS, THE 16TH DAY OF SEPTEMBER 1949, BEFORE ME DANIEL K. EAST THE UNDERSIGNED OFFICER, PERSONALLY APPEARED ABRAHAM R. PENNYPACKER, SINGLE, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON WHOSE NAME IS 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.

MY COMMISSION EXPIRES FEB. 1, 1953

DANIEL K. EAST (N. P. SEAL)
NOTARY PUBLIC

RECORDED SEPTEMBER 26, 1949

William H. Lutz
RECORDER

RIGHT-OF-WAY) CLARENCE W. MENGEL AND LILLIAN W. MENGEL HIS
CLARENCE W. MENGEL, ET AL) WIFE AND HENRY L. KALBACH AND MARION B. KALBACH
TO) HIS WIFE, THE UNDERSIGNED GRANTORS, BEING THE
METROPOLITAN EDISON CO.) OWNERS OF A CERTAIN DEVELOPMENT KNOWN AS BERNVILLE

ADDITION LOCATED IN PENN TOWNSHIP, BERKS COUNTY, PENNSYLVANIA AND BEING MORE PARTICULARLY SHOWN ON A CERTAIN PLAN DATED NOVEMBER 1926 AND ENTITLED "BERNVILLE ADDITION" AND RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR BERKS COUNTY, PENNSYLVANIA IN PLAN BOOK B, AT PAGE 14, RESPECTIVELY IN CONSIDERATION OF ONE DOLLAR (\$1.00) RECEIVED FROM METROPOLITAN EDISON COMPANY, AN ELECTRIC LIGHT, HEAT AND POWER COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, HERINAFTER CALLED "GRANTEE," HEREBY GRANTS AND CONVEYS UNTO THE SAID METROPOLITAN EDISON COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND AUTHORITY TO ENTER UPON, CONSTRUCT, EXTEND, INSPECT, OPERATE, REPLACE, RELOCATE, REPAIR AND PERPETUALLY MAINTAIN UPON, OVER, ALONG AND ACROSS PROPERTY LINE STREETS, ALLEYS AND HIGHWAYS OF THE SAID DEVELOPMENT, AS NOW EXISTING OR AS THEY MAY HEREAFTER BE LAID OUT, ONE OR MORE POLE LINES WITH THE NECESSARY WIRES, CROSSARMS, 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 FROM TIME TO TIME TO TRIM, CUT AND REMOVE TREES AND UNDERBRUSH THAT ARE WITHIN TEN (10) FEET OF ANY WIRE STRUNG ON SAID POLE LINES; 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 LINES, SHALL BE BORNE BY THE SAID GRANTEE.

IN WITNESS WHEREOF, THE SAID GRANTORS HAVE CAUSED THIS INDENTURE TO BE DULY EXECUTED THIS 19TH DAY OF SEPTEMBER, A. D. 1949.

WITNESS:

WILLIAM E. BEIDLER

CLARENCE W. MENGEL (SEAL)

LILLIAN W. MENGEL (SEAL)

COMMONWEALTH OF PENNSYLVANIA }
 COUNTY OF BERKS } SS.

HENRY L. KALBACH (SEAL)
 MARION B. KALBACH (SEAL)

ON THIS 19TH DAY OF SEPTEMBER, 1949, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH AFORESAID, PERSONALLY APPEARED THE ABOVE NAMED CLARENCE W. MENDEL AND LILLIAN W. MENDEL, HIS WIFE AND HENRY L. KALBACH AND MARION B. KALBACH, 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.
 MY COMMISSION EXPIRES MARCH 6, 1953

WILLIAM E. BEIDLER (N. P. SEAL)
 NOTARY PUBLIC

RECORDED SEPTEMBER 26, 1949

William H. Lutz
 RECORDER

RELEASE & ACCOUNT } KNOW ALL MEN BY THESE PRESENTS, THAT WE, EMMA H. GRIESEMER,
 ELLEN F. YODER HEIRS } VERTIE H. YODER, IVIE H. WELLER, AND MABEL H. YODER, HEIRS AND
 TO } LEGATEES NAMED IN THE LAST WILL AND TESTAMENT OF ELLEN F. YODER,
 EMMA H. GRIESEMER, ET AL } LATE OF THE TOWNSHIP OF OLEY, COUNTY OF BERKS, AND STATE OF
 PENNSYLVANIA, DECEASED, WHO DIED TESTATE, DO HEREBY ACKNOWLEDGE THAT WE THIS DAY HAVE HAD AND RECEIVED OF AND FROM EMMA H. GRIESEMER, VERTIE H. YODER, IVIE H. WELLER, AND MABEL H. YODER, EXECUTRICES OF THE LAST WILL AND TESTAMENT OF SAID ELLEN F. YODER, DECEASED, THE FOLLOWING SUMS OF MONEY RESPECTIVELY:

EMMA H. GRIESEMER, TWO HUNDRED EIGHT DOLLARS AND FIFTY-ONE CENTS	\$208.51
VERTIE H. YODER, TWO HUNDRED EIGHT DOLLARS AND FIFTY-ONE CENTS	208.51
IVIE H. WELLER, TWO HUNDRED EIGHT DOLLARS AND FIFTY-ONE CENTS	208.51
MABEL H. YODER, TWO HUNDRED EIGHT DOLLARS AND FIFTY-TWO CENTS	208.52

IN FULL SATISFACTION AND PAYMENT OF ALL SUCH SUM OR SUMS OF MONEY, SHARE OR SHARES, PURPARTS, AND DIVIDENDS WHICH WERE DUE, OWING, PAYABLE, AND BELONGING TO US, BY ANY MEANS WHATSOEVER, FOR OR ON ACCOUNT OF OUR FULL SHARES, PARTS, OR DIVIDENDS OF THE PERSONAL ESTATE OF SAID ELLEN F. YODER, DECEASED, PER THE FOLLOWING ACCOUNT:

DR.	
INVENTORY FILED IN OFFICE OF REGISTER OF WILLS	\$1,483.45
GAIN ON SALE OF HOUSEHOLD GOODS OVER APPRAISEMENT	<u>507.93</u>
	\$1,991.38

CR.	
JOHN C. COOK, REGISTER, LETTERS TESTAMENTARY AND WITNESS FEES	\$ 18.00
METROPOLITAN EDISON CO., BILL OF DECEDENT	1.55
WAYLAND G. SCHWENK, FUNERAL EXPENSES	419.03
J. C. COOK, REGISTER, FILING INVENTORY	2.50
ANNA M. BLEW, AFFIDAVITS	2.25
C. W. KLINE GRANITE WORKS, INSCRIPTION ON TOMBSTONE	17.50
WARREN GEHRIS, AUCTIONEER	10.00
WILLIAM YODER & JAMES ROBERTS, CLERKING SALE	10.00
READING EAGLE-TIMES, ADVERTISING SALE	11.44
PENNA. DEPT. OF PUBLIC ASSISTANCE, CLAIM	575.80
JOHN G. ROTHERMEL, ESQ., ATTORNEY FEE	75.00
JOHN C. COOK, REGISTER, INHERITANCE TAX	\$6.51
FILING STATEMENT	<u>1.50</u>
ANNA M. BLEW, AFFIDAVIT AND ACKNOWLEDGMENTS	8.01
WM. H. LUTZ, RECORDER, RECORDING RELEASE	1.75
TOTAL	<u>4.50</u>
BALANCE DUE ESTATE	\$1,157.33
	834.05
	<u>\$1,991.38</u>

THERETO, WITH ELECTRIC LIGHT, HEAT AND POWER SERVICE.

PROVIDED, HOWEVER, THAT SUCH CONSTRUCTION SHALL BE PLACED AND MAINTAINED AT A CONVENIENT LOCATION ON, OVER, UNDER AND ACROSS THE SAID PREMISES, AND SHOULD THE SAID CONSTRUCTION INTERFERE WITH IMPROVEMENTS OR ALTERATIONS TO BUILDINGS THEREON ERECTED, GRANTEE SHALL, AT ITS OWN EXPENSE, RELOCATE SAME ON THE AFORESAID PREMISES SO AS TO AVOID SUCH INTERFERENCE.

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

WITNESS:

DANIEL K. EAST

ABRAHAM R. PENNYPACKER (SEAL)

STATE OF PENNSYLVANIA)
) SS
COUNTY OF BERKS)

ON THIS, THE 16TH DAY OF SEPTEMBER 1949, BEFORE ME DANIEL K. EAST THE UNDERSIGNED OFFICER, PERSONALLY APPEARED ABRAHAM R. PENNYPACKER, SINGLE, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON WHOSE NAME IS 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.

MY COMMISSION EXPIRES FEB. 1, 1953

DANIEL K. EAST (N. P. SEAL)
NOTARY PUBLIC

RECORDED SEPTEMBER 26, 1949

William H. Lutz
RECORDER

RIGHT-OF-WAY) CLARENCE W. MENGEL AND LILLIAN W. MENGEL HIS
CLARENCE W. MENGEL, ET AL) WIFE AND HENRY L. KALBACH AND MARION B. KALBACH
TO) HIS WIFE, THE UNDERSIGNED GRANTORS, BEING THE
METROPOLITAN EDISON CO.) OWNERS OF A CERTAIN DEVELOPMENT KNOWN AS BERNVILLE
ADDITION LOCATED IN PENN TOWNSHIP, BERKS COUNTY, PENNSYLVANIA AND BEING MORE PARTICULARLY SHOWN ON A CERTAIN PLAN DATED NOVEMBER 1926 AND ENTITLED "BERNVILLE ADDITION" AND RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR BERKS COUNTY, PENNSYLVANIA IN PLAN BOOK B, AT PAGE 14, RESPECTIVELY IN CONSIDERATION OF ONE DOLLAR (\$1.00) RECEIVED FROM METROPOLITAN EDISON COMPANY, AN ELECTRIC LIGHT, HEAT AND POWER COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, HEREINAFTER CALLED "GRANTEE," HEREBY GRANTS AND CONVEYS UNTO THE SAID METROPOLITAN EDISON COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND AUTHORITY TO ENTER UPON, CONSTRUCT, EXTEND, INSPECT, OPERATE, REPLACE, RELOCATE, REPAIR AND PERPETUALLY MAINTAIN UPON, OVER, ALONG AND ACROSS PROPERTY LINE STREETS, ALLEYS AND HIGHWAYS OF THE SAID DEVELOPMENT, AS NOW EXISTING OR AS THEY MAY HEREAFTER BE LAID OUT, ONE OR MORE POLE LINES WITH THE NECESSARY WIRES, CROSSARMS, 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 FROM TIME TO TIME TO TRIM, CUT AND REMOVE TREES AND UNDERBRUSH THAT ARE WITHIN TEN (10) FEET OF ANY WIRE STRUNG ON SAID POLE LINES; 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 LINES, SHALL BE BORNE BY THE SAID GRANTEE.

IN WITNESS WHEREOF, THE SAID GRANTORS HAVE CAUSED THIS INDENTURE TO BE DULY EXECUTED THIS 19TH DAY OF SEPTEMBER, A. D. 1949.

WITNESS:

WILLIAM E. BEIDLER

CLARENCE W. MENGEL (SEAL)

LILLIAN W. MENGEL (SEAL)

COMMONWEALTH OF PENNSYLVANIA }
 COUNTY OF BERKS } SS.

HENRY L. KALBACH (SEAL)
 MARION B. KALBACH (SEAL)

ON THIS 19TH DAY OF SEPTEMBER, 1949, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH AFORESAID, PERSONALLY APPEARED THE ABOVE NAMED CLARENCE W. MENGEL AND LILLIAN W. MENGEL, HIS WIFE AND HENRY L. KALBACH AND MARION B. KALBACH, 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.
 MY COMMISSION EXPIRES MARCH 6, 1953

WILLIAM E. BEIDLER (N. P. SEAL)
 NOTARY PUBLIC

RECORDED SEPTEMBER 26, 1949

William H. Lutz
 RECORDER

RELEASE & ACCOUNT I KNOW ALL MEN BY THESE PRESENTS, THAT WE, EMMA H. GRIESEMER, ELLEN F. YODER HEIRS I VERTIE H. YODER, IVIE H. WELLER, AND MABEL H. YODER, HEIRS AND TO I LEGATEES NAMED IN THE LAST WILL AND TESTAMENT OF ELLEN F. YODER, EMMA H. GRIESEMER, ET AL I LATE OF THE TOWNSHIP OF OLEY, COUNTY OF BERKS, AND STATE OF PENNSYLVANIA, DECEASED, WHO DIED TESTATE, DO HEREBY ACKNOWLEDGE THAT WE THIS DAY HAVE HAD AND RECEIVED OF AND FROM EMMA H. GRIESEMER, VERTIE H. YODER, IVIE H. WELLER, AND MABEL H. YODER, EXECUTRICES OF THE LAST WILL AND TESTAMENT OF SAID ELLEN F. YODER, DECEASED, THE FOLLOWING SUMS OF MONEY RESPECTIVELY:

EMMA H. GRIESEMER, TWO HUNDRED EIGHT DOLLARS AND FIFTY-ONE CENTS	\$208.51
VERTIE H. YODER, TWO HUNDRED EIGHT DOLLARS AND FIFTY-ONE CENTS	208.51
IVIE H. WELLER, TWO HUNDRED EIGHT DOLLARS AND FIFTY-ONE CENTS	208.51
MABEL H. YODER, TWO HUNDRED EIGHT DOLLARS AND FIFTY-TWO CENTS	208.52

IN FULL SATISFACTION AND PAYMENT OF ALL SUCH SUM OR SUMS OF MONEY, SHARE OR SHARES, PURPARTS, AND DIVIDENDS WHICH WERE DUE, OWING, PAYABLE, AND BELONGING TO US, BY ANY MEANS WHATSOEVER, FOR OR ON ACCOUNT OF OUR FULL SHARES, PARTS, OR DIVIDENDS OF THE PERSONAL ESTATE OF SAID ELLEN F. YODER, DECEASED, PER THE FOLLOWING ACCOUNT:

DR.	
INVENTORY FILED IN OFFICE OF REGISTER OF WILLS	\$1,483.45
GAIN ON SALE OF HOUSEHOLD GOODS OVER APPRAISEMENT	<u>507.93</u>
	\$1,991.38

CR.	
JOHN C. COOK, REGISTER, LETTERS TESTAMENTARY AND WITNESS FEES	\$ 18.00
METROPOLITAN EDISON CO., BILL OF DECEDENT	1.55
WAYLAND G. SCHWENK, FUNERAL EXPENSES	419.03
J. C. COOK, REGISTER, FILING INVENTORY	2.50
ANNA M. BLEW, AFFIDAVITS	2.25
C. W. KLINE GRANITE WORKS, INSCRIPTION ON TOMBSTONE	17.50
WARREN GEHRIS, AUCTIONEER	10.00
WILLIAM YODER & JAMES ROBERTS, CLERKING SALE	10.00
READING EAGLE-TIMES, ADVERTISING SALE	11.44
PENNA. DEPT. OF PUBLIC ASSISTANCE, CLAIM	575.80
JOHN G. ROTHERMEL, ESQ., ATTORNEY FEE	75.00
JOHN C. COOK, REGISTER, INHERITANCE TAX	\$6.51
FILING STATEMENT	<u>1.50</u>
ANNA M. BLEW, AFFIDAVIT AND ACKNOWLEDGMENTS	8.01
WM. H. LUTZ, RECORDER, RECORDING RELEASE	1.75
TOTAL	4.50
BALANCE DUE ESTATE	<u>\$1,157.33</u>
	834.05
	\$1,991.38

INDENTURE, made this 12th day of September, 1956, by and between

Herman S. Degler and Sallie L. Degler, his wife

of the Borough of Bernville

County of Berks and Commonwealth of Pennsylvania (hereinafter called Grantors), and the Metropolitan Edison Company a Pennsylvania corporation (hereinafter called Grantee).

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantors hereby grant and convey to Grantee, its successors and assigns, the right to construct, maintain and operate an electric line consisting of Pole conductors, overhead and underground lightning 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 the lands of Grantors, situated in the Borough of Bernville County of Berks, commonwealth of Pennsylvania, bounded as follows:

#11457

Northerly by land of Clarence W. Mengel
Easterly by Main Street
Southerly by land of Allison Stoudt
Westerly by land of Clarence W. Mengel

Said line enters Grantors' land from land of Clarence W. Mengel and thence continues in a northerly direction across Grantors' land to Grantors' pole located on Grantors' land.

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 and 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.

Reserving, however, to Grantors the right to cultivate the ground between the poles or other supporting structures of said line, provided that such use shall not interfere with or obstruct the rights herein granted.

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

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

Witness: Henry S. Feick, Jr. State Realty Tax .01 Herman S. Degler (SEAL) Sallie L. Degler (SEAL)

STATE OF PENNSYLVANIA 53
COUNTY OF BERKS

On this, the 12th day of September, 1956, before me Henry S. Feick, Jr., the undersigned officer, personally appeared Herman S. Degler and Sallie L. Degler, his wife (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 Sept. 14, 1959

Henry S. Feick, Jr. (N.P. Seal)
Muhlenberg Township, Berks County Notary Public

Recorded: September 25th, A.D. 1956 at 9:26 A.M. L. Roy W. Frankiewicz Recorder

INDENTURE, made this 12th day of September, 1956, by and between Clarence W. Mengel and Lillian W. Mengel, his wife of the Borough of Bernville, and Henry L. Kalbach and Marion B. Kalbach, his wife, of the City of Reading

County of Berks and Commonwealth of Pennsylvania (hereinafter called Grantors), and the Metropolitan Edison Company a Pennsylvania corporation (hereinafter called Grantee).

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantors hereby grant and convey to Grantee, its successors and assigns, the right to construct, maintain and operate an electric line consisting of wire crossing conductors, overhead and underground lightning 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 the lands of Grantors, situated in the Borough of Bernville County of Berks, commonwealth of Pennsylvania, bounded as follows:

#11458

Northerly by land of Thomas Zerbe
Easterly by land of Herman S. Degler, et al.
Southerly by a public road connecting Main Street and Traffic Route 83
Westerly by the Bernville Road, Traffic Route 83.

Said line begins at Grantees' Pole MEC 386, located on Grantors' land and thence continues in a northerly direction across Grantors' land to land of Herman S. Degler.

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 and 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.

Reserving, however, to Grantors the right to cultivate the ground between the poles or other supporting structures of said line, provided that such use shall not interfere with or obstruct the rights herein granted.

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

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

Witness: Henry S. Feick, Jr. State Realty Tax .01 Clarence W. Mengel (SEAL) Lillian W. Mengel (SEAL) Henry L. Kalbach (SEAL) Marion B. Kalbach (SEAL)

STATE OF PENNSYLVANIA 53
COUNTY OF BERKS

On this, the 12th day of September, 1956, before me Henry S. Feick, Jr., the undersigned officer, personally appeared Clarence W. Mengel and Lillian W. Mengel, his wife and Henry L. Kalbach and Marion B. Kalbach, his wife (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 Sept. 14, 1959

Henry S. Feick, Jr. (N.P. Seal)
Muhlenberg Township, Berks County Notary Public

Recorded: September 25th, A.D. 1956 at 9:27 A.M. L. Roy W. Frankiewicz Recorder

EASEMENT FOR RESIDENTIAL DEVELOPMENT

WHEREAS, WYNEWOOD CONSTRUCTION COMPANY, INC., a Pennsylvania corporation (hereinafter called "Grantor") is the owner of a certain real estate development known as "Heritage Farms" situate partially in the Borough of Bernville and partially in the Township of Penn, County of Berks, Pennsylvania; and an application has been made to METROPOLITAN EDISON COMPANY, a Pennsylvania corporation (hereinafter called "Grantee"), to install an underground electric distribution system in said development shown on Exhibit "A"

dated March 18, 1978, a copy of which said plan is attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, the receipt whereof is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, the full, free and uninterrupted right and privilege from time to time to enter upon Grantor's lands shown on said plan and therein, and, so far as Grantor's rights may extend, within any public street, alley or highway thereof, or bounding the same, to construct, inspect, operate, replace, relocate, repair and perpetually maintain facilities for an underground electric distribution system, including the following, to wit: cables, conduits, ducts, conductors, wires, vaults, hand-holes, pedestals, transformers, appurtenances and equipment, together with street-light standards, luminaires and appurtenances, poles, guy wires and all other usual fixtures and appurtenances, as may be necessary for said underground system.

Together with the right from time to time to relocate any of such facilities and to install, operate and maintain such additional facilities as Grantee shall deem necessary or convenient in establishing, maintaining, operating or extending its said underground distribution system; provided, however, that the underground character of said system shall not be altered.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that may interfere with any wire, transformer or other above-ground electric facility and to remove from time to time such obstructions, and make such excavations, as may be necessary or convenient in connection with such underground facilities, and the right to remove any of said facilities, wherever located, or any part thereof, as well as the right of entry upon Grantor's said lands for all the purposes hereof; provided, however, any damage to the property of Grantor caused by Grantee in constructing and maintaining said facilities, shall be borne by Grantee, excepting only such damage as may be caused by the trimming, cutting or removal of trees, underbrush and obstructions to above-ground facilities as aforesaid.

Grantor further hereby agrees the aforesaid application and all and the same terms, conditions and provisions thereof including, but not limited to, Grantee's obligation to install underground electric service to said development and each and every lot therein and the allocation of costs appertaining to same, is herein incorporated by reference.

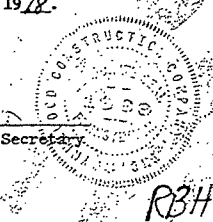
The words "Grantor" and "Grantee" shall include the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this indenture this 18th day of September, 1978.

MAP RETURNED

Test:

Cynthia H. Seligson, Asst. Secretary



WYNEWOOD CONSTRUCTION COMPANY, INC. By: Alfred R. Jacobson, President

VOL 353 111

4-71

3897/360.12

BY A CORPORATION

STATE OF PENNSYLVANIA }
COUNTY OF BERKS }

VOL 353 112

On this, the 18th day of September, 1978, before me Robert L. Gehring, the undersigned officer, personally appeared Alfred R. Jacobson, who acknowledged himself to be the president of Wynneewood Construction Company, 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.

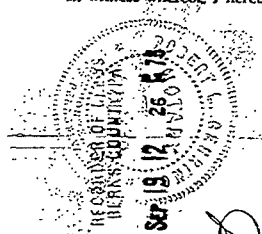
In witness whereof, I hereunto set my hand and official seal.

Robert L. Gehring

NOTARY PUBLIC
Muhlenberg Township, Berks Co., Pa.
My Commission Expires Dec. 28, 1978

Title of Officer

3897/360.12
Pri. Ext. to Heritage Farms
Berwynville Borough & Penn Township



TRANSFER TAX
STATE: \$ 1.01
LOCAL: \$.01

RIGHT - OF - WAY

15945

WYNNEWOOD CONSTRUCTION COMPANY, INC.

TO

METROPOLITAN EDISON COMPANY

Date: September 18, 1978

RECORDED in the Office for the Recording of

Deeds, etc., in and for Berks

County, Pennsylvania, in Berks

Book No. 353 at page 111

WITNESS my hand and seal of Office this

19 day of Sept. 19, 1978

Debra N. Hildebrand
Recorder

*Do not pay
Over*

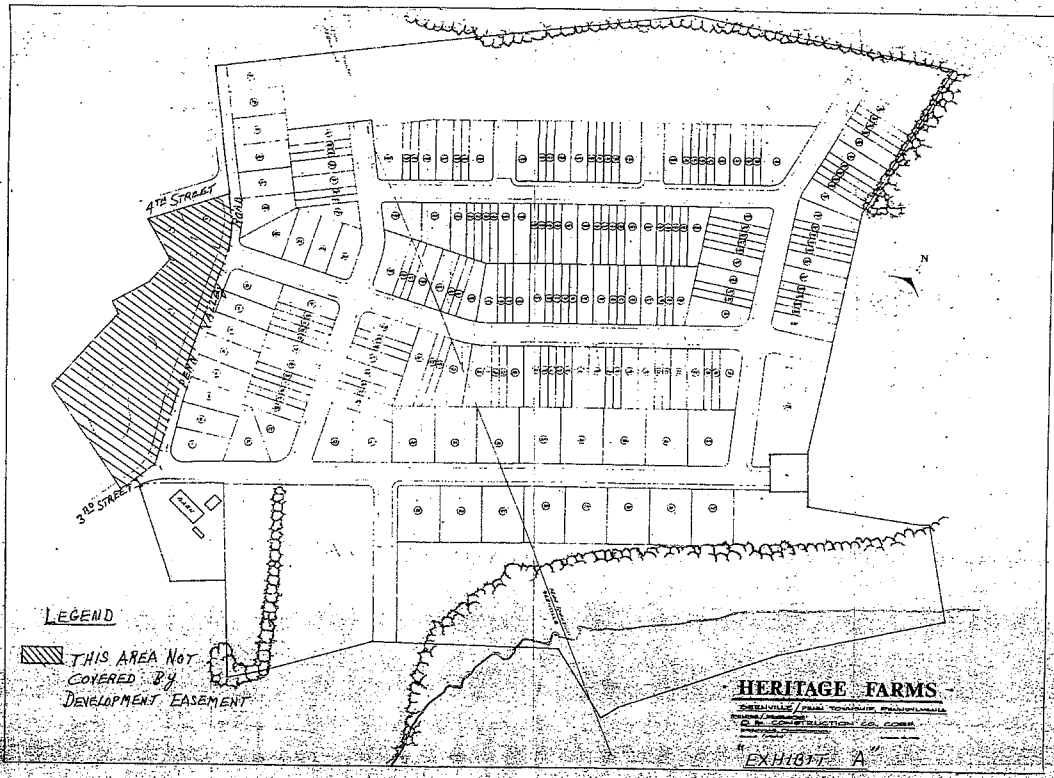
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALLY
TRANSFER TAX
SEP 19 1978
PB.11165




Title of Officer

On this, the 19 day of _____, 19____, before me _____, the undersigned officer, personally appeared _____, known to _____, subscribed to the within instrument, and me (or satisfactorily proven) to be the person whose name _____ 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 _____ }



LEGEND

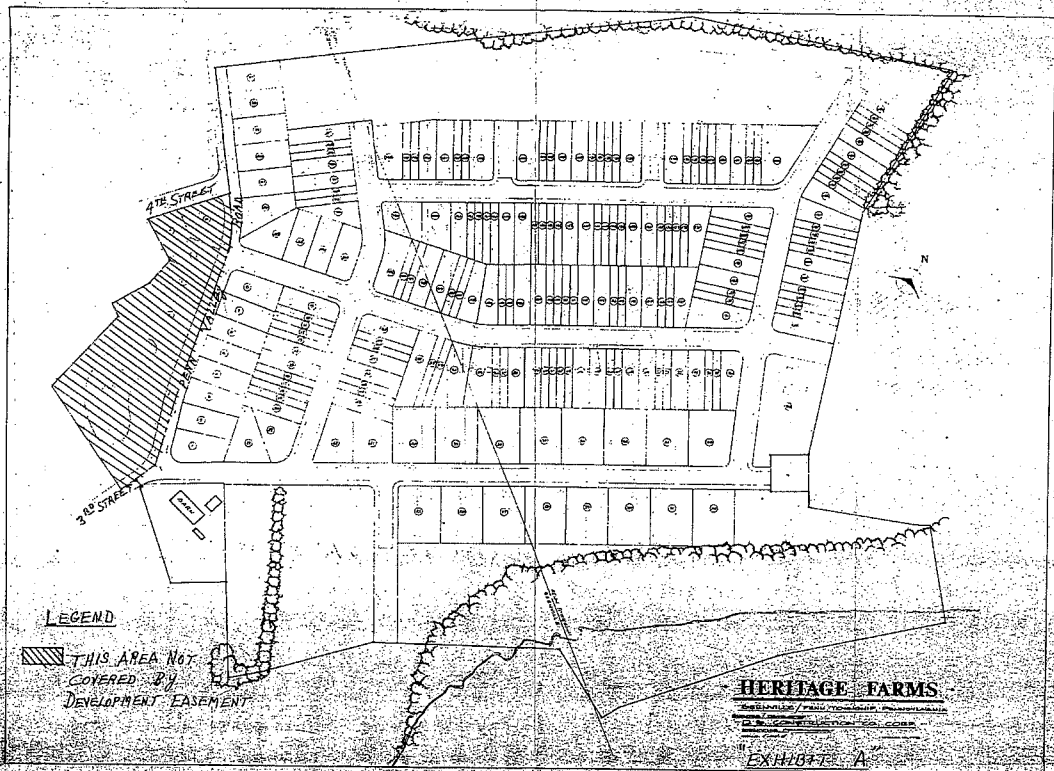
 THIS AREA NOT COVERED BY DEVELOPMENT EASEMENT

HERITAGE FARMS

Subdivided/Planned Residential Development
P.O. Box 1000
Harrisburg, PA 17103
Tel: 717-653-1234

EXHIBIT A

353-111



353-111

VOL 354 1226

INDENTURE, made this 9th day of October, 1978, by and between

Wynewood Construction Company, Inc., a Pennsylvania Corporation

County of Berks, Commonwealth of Pennsylvania (hereinafter called Grantor), and the

METROPOLITAN EDISON COMPANY, a Pennsylvania corporation (hereinafter called Grantee).

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantors 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 lightning 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 the

lands of Grantors, situated in the Borough of Bernville

County of Berks, Commonwealth of Pennsylvania, bounded as follows:

Northerly by Fourth Street

Easterly by Penn Valley Road

Southerly by land of Clarence W. Mengel

Westerly by land of Ralph Whitmer et al

Said line enters Grantor's land from Fourth Street;

thence continues in a southerly direction across Grantor's

land to a point located on Grantor's land; thence from

said point line continues in an easterly direction across

Grantor's land to a residence located on Grantor's land; thence from

aforsaid point line continues in a southwesterly direction

across Grantor's land to land of Clarence W. Mengel.

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 and 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.

Reserving, however, to Grantors the right to cultivate the ground between the poles or other supporting structures of said line, provided that such use shall not interfere with or obstruct the rights herein granted.

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

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

ATTEST:

Cynthia H. Staller, SECRETARY

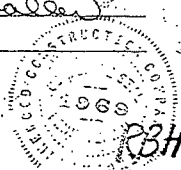
WYNEWOOD CONSTRUCTION COMPANY, INC.

BY: [Signature] PRESIDENT

[Signature]

[Signature]

[Signature]



7/10/78

223-2065/360, 11
Prl. Ext. to Amer. Pioneer Homes
Borough of BETHTHURST

BY A CORPORATION

STATE OF PENNSYLVANIA }
COUNTY OF BERKS }

On this, the 9th day of October, 19 78, before
me Robert L. Gehring, the undersigned officer, personally appeared
Alfred R. Jacobson, who acknowledged himself to be the
president of Wynewood Construction Company, Inc., a corporation,
and that he is 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.

Robert L. Gehring
NOTARY PUBLIC
Muhlenberg Township, Berks Co., Pa.
My Commission Expires Dec. 28, 1978
Title of Officer



RIGHT - OF - WAY

367
19528
1226

WYNEWOOD CONSTRUCTION COMPANY, INC.

TO

METROPOLITAN EDISON COMPANY

Date: October 9, 1978

RECORDED in the Office for the Recording of Deeds, etc., in and for Berks County, Pennsylvania, in Book No. 354 at page 1226

WITNESS my hand and seal of Office this 13 day of Nov 19 78

Alfred R. Jacobson
Recorder.

NOV 13 10 44 A 78
RECORDER OF DEEDS
BERKS COUNTY, PA.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX NOV 13 1978
0.001
RB.11163

Title of Officer

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

354 1227

BY INDIVIDUALS }
STATE OF PENNSYLVANIA }
COUNTY OF BERKS }

INDENTURE, made this 9th day of October, 1928, by and between Wynnewood Construction Company, Inc., a Pennsylvania Corporation of the County of Berks, and Commonwealth of Pennsylvania (hereinafter called "Grantors"), and METROPOLITAN EDISON COMPANY, a Pennsylvania corporation (hereinafter called "Grantee"),

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantors hereby grant and convey to Grantee, its successors and assigns, the right to construct, maintain and operate underground and/or overhead electric facilities including cables, conduits, ducts, conductors, wires, hand-holes, lightning protective wires, guys and other apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under the lands of Grantors, situate in the Borough of Bernville, County of Berks, and Commonwealth of Pennsylvania, bounded as follows:

*North by Fourth Street
Easterly by Penn Valley Road
Southerly by land of Clarence W. Mengel
Westerly by land of Clarence Whitman et al*

Together with the right from time to time to install such additional apparatus and equipment as Grantee may deem necessary and the right to remove any of said facilities 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 above-ground electric facility and to remove, from time to time, such obstructions, and make such excavations, as may be necessary or convenient in connection with such underground facilities, as well as the right of entry upon Grantors' said lands for all the purposes hereof; provided, however, any damage to the property of Grantors caused by Grantee in constructing and maintaining said facilities, shall be borne by Grantee, excepting only such damage as may be caused by the trimming, cutting or removal of trees, underbrush and obstructions to any above-ground facilities.

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

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

WITNESSETH: ATTEST:

Cynthia H. Stacey
SECRETARY

WYNNEWOOD CONSTRUCTION COMPANY, INC. [SEAL]

By: [Signature]
PRESIDENT [SEAL]



BY A CORPORATION

STATE OF PENNSYLVANIA }
COUNTY OF BERKS }

On this, the 9th day of October, 1978, before me Robert L. Gehring, the undersigned officer, personally appeared Alfred R. Jacobson, who acknowledged himself to be the president of Wynnewood Construction Company, 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.



Robert L. Gehring
NOTARY PUBLIC
Mishlehen Township, Berks Co., Pa.
My Commission Expires Dec. 28, 1978
Title of Officer

3897/360, 11 & 12
Pri. Ex. to Heritage Farms
Berwynville Borough & Hern Township

RIGHT-OF-WAY

WYNNWOOD CONSTRUCTION COMPANY, INC.
TO
METROPOLITAN EDISON COMPANY

Date: October 9, 1978

RECORDED in the Office for the Recording of

Deeds, etc., in and for Berks

County, Pennsylvania, in

Book No. 555 at page 696

WITNESS my hand and seal of Office this

4 day of June, 1978

Robert L. Gehring
Recorder.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
RE. 11165
REALTY TRANSFER TAX DEC-478
100.00

Title of Officer

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

355 697

STATE OF PENNSYLVANIA }
COUNTY OF }
BY INDIVIDUALS

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 1ST DAY OF MAY 1952.

(CIRCUIT COURT SEAL)
RECORDED MAY 10, 1952

E. B. LEATHERMAN, CLERK CIRCUIT COURT

BY G. B. HARDIE
G. B. HARDIE DEPUTY CLERK

E. B. Leatherman
RECORDER

AGREEMENT

ARTICLES OF AGREEMENT

CLARENCE W. MENGEL, ET AL AND THE BERNVILLE WATER CO. THIS AGREEMENT MADE THE TWENTY SECOND DAY OF APRIL, 1952 BETWEEN CLARENCE W. MENGEL AND LILLIAN W. MENGEL, HIS WIFE, OF THE BOROUGH OF BERNVILLE, BERKS

COUNTY, PENNSYLVANIA, HENRY L. KALBACH AND MARION KALBACH, HIS WIFE, OF THE CITY OF READING, COUNTY AND STATE AFORESAID, HEREINAFTER CALLED THE OWNERS; PARTIES OF THE FIRST PART; AND THE BERNVILLE WATER COMPANY, A CORPORATION LOCATED IN THE BOROUGH OF BERNVILLE, COUNTY AND STATE AFORESAID, HEREINAFTER CALLED THE WATER COMPANY; PARTY OF THE SECOND PART.

WHEREAS OWNERS OWN A CERTAIN TRACT OF LAND SITUATE IN PENN TOWNSHIP & THE BOROUGH OF BERNVILLE, BERKS COUNTY, PENNSYLVANIA, AS MORE PARTICULARLY DELINEATED ON THE PLAT THEREOF ATTACHED HERETO AND MADE A PART HEREOF, WHICH TRACT OF LAND WILL BE HEREINAFTER REFERRED TO AS "SAID PREMISES"; AND

WHEREAS WATER COMPANY HAS ERECTED A CERTAIN PUMP HOUSE, DUG A CERTAIN WELL, CONSTRUCTED A CERTAIN RESERVOIR, AND LAID CERTAIN WATER PIPES AND PIPE LINES IN, UPON AND ALONG THE SAID PREMISES AS INDICATED UPON THE ATTACHED PLAT.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. THAT THE OWNERS DO HEREBY WAIVE, RELINQUISH AND RELEASE UNTO THE WATER COMPANY ANY AND ALL CLAIMS OR RIGHTS TO DAMAGE WHICH THEY EVER HAD OR MAY HAVE FOR OR BY REASON OF SAID ERECTIONS, DIGGINGS, CONSTRUCTIONS AND LAYING OF LINES.

2. THAT THE OWNERS HAVE GRANTED AND BY THESE PRESENTS DO HEREBY GRANT AND CONVEY UNTO THE WATER COMPANY, ITS SUCCESSORS AND ASSIGNS FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED ALL THAT CERTAIN TWENTY FEET WIDE PERPETUAL RIGHT OF WAY, ONE HUNDRED FEET SQUARE RESERVOIR TRACT AND FORTY FEET SQUARE PUMP HOUSE AND WELL TRACT MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT IN THE MIDDLE OF THE PUBLIC ROAD LEADING FROM BERNVILLE TO SCULL HILL, SAID POINT BEING 650.00 FEET SOUTH OF THE INTERESECTION OF THE SAID PUBLIC ROAD WITH THE FORMER SOUTHERLY BOUNDARY LINE OF THE BOROUGH OF BERNVILLE THENCE OVER AND THROUGH THE PROPERTY OF THE GRANTORS HEREIN BY THE FOLLOWING COURSES AND DISTANCES TO WIT: SOUTH 81 DEGREES AND 00 MINUTES EAST, THE DISTANCE OF 840.00 FEET TO A POINT; SOUTH 9 DEGREES AND 00 MINUTES WEST, THE DISTANCE OF 490.00 FEET TO A POINT; NORTH 81 DEGREES AND 00 MINUTES WEST, THE DISTANCE OF 10.00 FEET TO A POINT, SOUTH 9 DEGREES AND 00 MINUTES WEST, THE DISTANCE OF 40.00 FEET TO A POINT, SOUTH 81 DEGREES AND 00 MINUTES EAST, THE DISTANCE OF 40.00 FEET TO A POINT, NORTH 9 DEGREES AND 00 MINUTES EAST, THE DISTANCE OF 40.00 FEET TO A POINT, NORTH 81 DEGREES AND 00 MINUTES WEST, THE DISTANCE OF 10.00 FEET TO A POINT, NORTH 9 DEGREES AND 00 MINUTES EAST, THE DISTANCE OF 490.00 FEET TO A POINT, SOUTH 81 DEGREES AND 00 MINUTES EAST, THE DISTANCE OF 740.00 FEET TO A POINT, SOUTH 9 DEGREES AND 00 MINUTES WEST, THE DISTANCE OF 40.00 FEET TO A POINT, SOUTH 81 DEGREES AND 00 MINUTES EAST, THE DISTANCE OF 100.00 FEET TO A POINT, NORTH 9 DEGREES AND 00 MINUTES EAST, THE DISTANCE OF 100.00 FEET TO A POINT, NORTH 81 DEGREES AND 00 MINUTES WEST, THE DISTANCE OF 100.00 FEET TO A POINT, SOUTH 9 DEGREES AND

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00 MINUTES WFST, THE DISTANCE OF 40.00 FEET TO A POINT AND NORTH 81 DEGREES AND 00 MINUTES WFST, THE DISTANCE OF 1600.00 FEET TO THE PLACE OF BEGINNING.

3. WATER COMPANY SHALL HAVE AND ENJOY THE RIGHT OF ENTRY IN, UPON AND ALONG SAID RIGHT OF WAY, 100' SQUARE RESERVOIR TRACT AND 40' SQUARE PUMP HOUSE AND WELL TRACT NOW AND AT ALL TIMES IN THE FUTURE FOR THE PURPOSE OF INSPECTING, REPAIRING, RESTORING AND MAINTAINING ITS PIPES, LINES, RESERVOIR AND PUMP HOUSE; CAUSING NO MORE DAMAGE IN SUCH ENTRIES NOR INTERFERENCE WITH THE CULTIVATION OF THE LAND THAN CANNOT BE AVOIDED. SHOULD WATER COMPANY CAUSE ANY DAMAGE BY SUCH ENTRY OR ENTRIES, IT IS HEREBY AGREED THAT REASONABLE COMPENSATION SHALL BE PAID BY WATER COMPANY TO OWNERS FOR SUCH DAMAGES.

4. IT IS UNDERSTOOD AND AGREED THAT ALL PARTIES HERETO INTEND TO BE LEGALLY BOUND HEREBY.

IN WITNESS WHEREOF THE SAID CLARENCE W. MENGEL AND LILLIAN W. MENGEL, HIS WIFE AND HENRY K. KALBACH AND MARION KALBACH, HIS WIFE, HAVE HEREFUNTO SET THEIR HANDS AND SEALS; AND THE SAID THE BERNVILLE WATER COMPANY HAS CAUSED ITS CORPORATE SEAL TO BE HEREFUNTO AFFIXED, DULY ATTESTED, THE DAY AND YEAR FIRST ABOVE WRITTEN.

READING, PA., MAY 10, 1952

CLARENCE W. MENGEL (CLARENCE W. MENGEL) (SEAL)

I HEREBY CERTIFY THAT THE ACTUAL CONSIDERATION IN THIS DEED IS NOT OVER ONE HUNDRED DOLLARS.

LILLIAN W. MENGEL (LILLIAN W. MENGEL) (SEAL)

RICHARD T. WILLIAMSON FOR GRANTEE

HENRY L. KALBACH (HENRY L. KALBACH) (SEAL)

MARION KALBACH (MARION KALBACH) (SEAL)

THE BERNVILLE WATER COMPANY, (CORPORATE SEAL)

BY STANLEY A. KLOPP PRESIDENT

ATTEST: GEORGE S. MOLL SECRETARY

STATE OF PENNSYLVANIA :
SS.
COUNTY OF BERKS :

ON THE 22ND., DAY OF APRIL, A.D., 1952, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED CLARENCE W. MENGEL AND LILLIAN W. MENGEL, HIS WIFE, AND IN DUE FORM OF LAW ACKNOWLEDGED THE FOREGOING ARTICLES OF AGREEMENT TO BE THEIR ACT AND DEED, AND DESIRED THE SAME MIGHT BE RECORDED AS SUCH.

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

MY COMMISSION EXPIRES: MARCH 9, 1955 J. PAUL BURKHART (N. P. SEAL)
NOTARY PUBLIC

STATE OF PENNSYLVANIA :
SS.
COUNTY OF BERKS :

ON THE 22ND., DAY OF APRIL, A.D., 1952, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED HENRY L. KALBACH AND MARION KALBACH, HIS WIFE, AND IN DUE FORM OF LAW ACKNOWLEDGED THE FOREGOING ARTICLES OF AGREEMENT TO BE THEIR ACT AND DEED, AND DESIRED THE SAME MIGHT BE RECORDED AS SUCH.

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

MY COMMISSION EXPIRES: MARCH 9, 1955 J. PAUL BURKHART (N. P. SEAL)
NOTARY PUBLIC

STATE OF PENNSYLVANIA :
SS.
COUNTY OF BERKS :

ON THE 22ND DAY OF APRIL, A.D., 1952, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED GEORGE S. MOLL, SECRETARY OF THE SAID THE BERNVILLE WATER COMPANY, WHO BEING DULY SWORN ACCORDING TO LAW, SAYS THAT HE WAS PERSONALLY PRESENT AT THE EXECUTION OF THE FOREGOING ARTICLES OF AGREEMENT, AND SAW THE COMMON OR CORPORATE SEAL OF THE SAID CORPORATION DULY AFFIXED THERETO; THAT THE SEAL SO AFFIXED THERETO IS THE COMMON OR CORPORATE SEAL OF THE SAID CORPORATION; THAT THE FOREGOING ARTICLES OF AGREEMENT WERE DULY SEALED AND DELIVERED BY STANLEY A. KLOPP, PRESIDENT OF THE SAID CORPORATION, AS AND FOR THE ACT AND DEED OF THE SAID

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CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND THAT THE NAMES OF THIS DEPONENT AS SECRETARY AND OF STANLEY A. KLOPP AS PRESIDENT OF THE SAID CORPORATION, SUBSCRIBED TO THE FOREGOING ARTICLES OF AGREEMENT IN ATTESTATION OF ITS DUE EXECUTION AND DELIVERY ARE OF THEIR AND EACH OF THEIR RESPECTIVE HANDWRITINGS.

GEORGE S. MOLL SECRETARY,
THE BERNVILLE WATER COMPANY.

SWORN AND SUBSCRIBED BEFORE ME, THE DAY AND YEAR AFORESAID. WITNESS MY HAND AND NOTARIAL SEAL.

MY COMMISSION EXPIRES: MARCH 9, 1955

J. PAUL BURKHART (N. P. SEAL)
NOTARY PUBLIC

RECORDED MAY 10, 1952

George S. Moll
RECORDER

AGREEMENT } RIGHT OF WAY AGREEMENT BETWEEN DAVID L. LOOSE AND
DAVID L. LOOSE, ET UX } DOROTHY M. LOOSE, HIS WIFE, AND RAYMOND WHITE AND AMANDA E.
AND } WHITE, HIS WIFE.

RAYMOND WHITE, ET UX } THIS AGREEMENT MADE AND EXECUTED THE 10TH. DAY OF MAY, 1952, BETWEEN DAVID L. LOOSE AND DOROTHY M. LOOSE, HIS WIFE, OF LEESPORT, BERKS COUNTY, PENNSYLVANIA, PARTIES OF THE FIRST PART, AND RAYMOND WHITE AND AMANDA E. WHITE, HIS WIFE, OF SINKING SPRING, R. D. #2, BERKS COUNTY, PENNSYLVANIA, PARTIES OF THE SECOND PART,

WITNESSETH:-

THAT THE SAID FIRST PARTY, FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, UNTO THEM WELL AND TRULY PAID BY THE SAID SECOND PARTY, AT AND BEFORE THE SEALING AND DELIVERY HEREOF, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAS GRANTED, BARGAINED AND SOLD, AND BY THESE PRESENTS DOES GRANT, BARGAIN AND SELL UNTO THE SECOND PARTY, THEIR HEIRS AND ASSIGNS, THE FREE AND UNINTERRUPTED USE, LIBERTY AND PRIVILEGE OF, AND PASSAGE IN AND ALONG, A CERTAIN STRIP OF GROUND SITUATE ON SHACKAMAXON STREET IN LEESPORT, ONTELAUNEE TOWNSHIP, BERKS COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:-

BEGINNING AT AN IRON PIN IN THE NORTHERN SIDE OF THE SAID PUBLIC ROAD KNOWN AS SHACKAMAXON STREET, WHICH POINT IS IN THE WESTERN BOUNDARY LINE OF THE LAND AND DWELLING HOUSE BELONGING TO ANDREW HARBONIC AND VIOLET P. HARBONIC, HIS WIFE; THENCE ALONG SAID SHACKAMAXON STREET SOUTH 55 DEGREES 26 1/2 MINUTES WEST, A DISTANCE OF 16.50 FEET; THENCE NORTH 51 DEGREES 7 1/2 MINUTES WEST, A DISTANCE OF 139.35 FEET TO AN IRON PIN IN A STONE RETAINING WALL; THENCE NORTH 30 DEGREES 26 MINUTES EAST, A DISTANCE OF 25.48 FEET TO AN IRON PIN; THENCE SOUTH 47 DEGREES 29 1/2 MINUTES EAST, A DISTANCE OF 148.09 FEET TO THE PLACE OF BEGINNING.

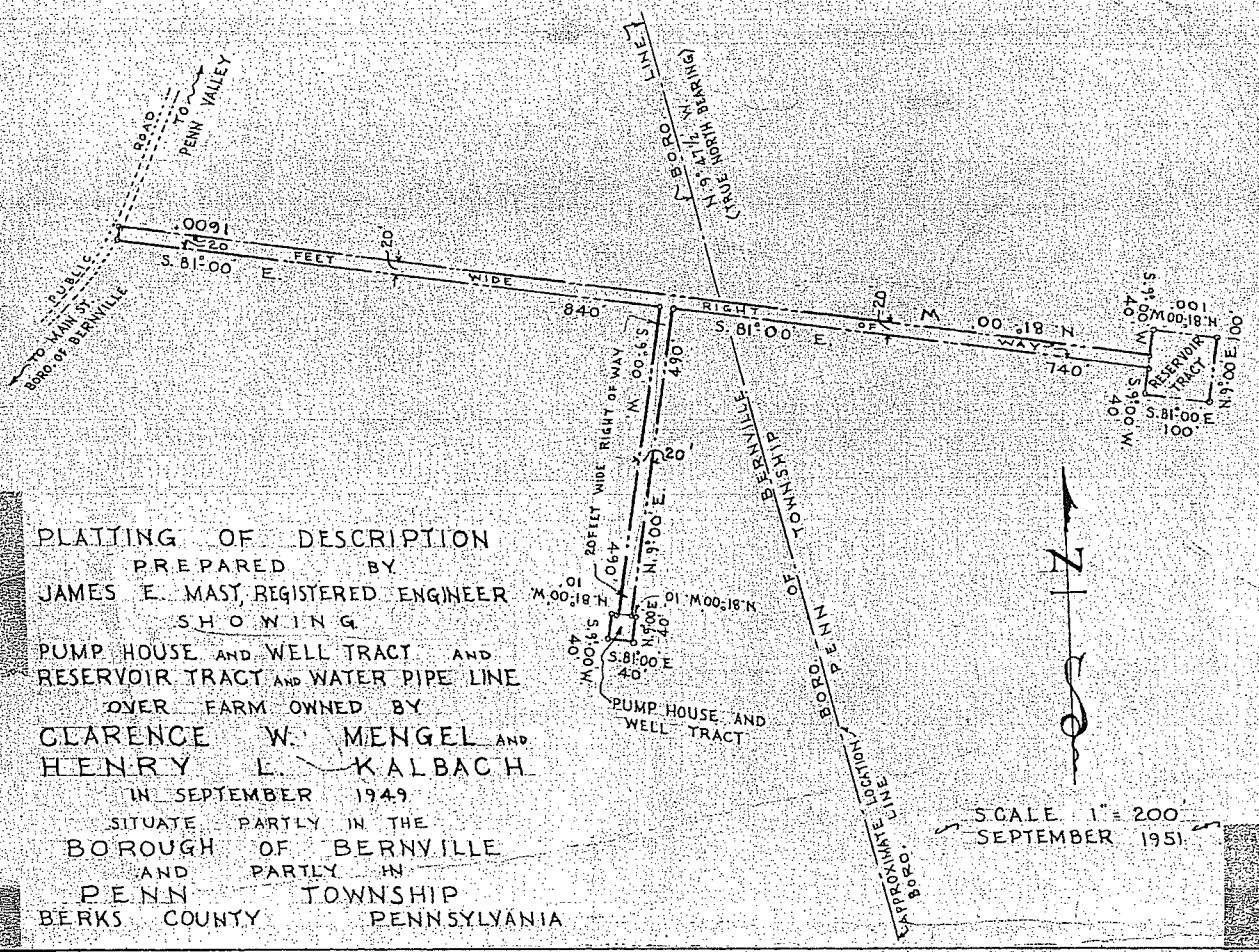
THE SAID STRIP OF GROUND IS SUBJECT TO A CERTAIN RIGHT OF WAY BELONGING TO THE PHILADELPHIA & READING RAILROAD COMPANY, RECORDED IN 19 MISC. BOOK PAGE 63, BERKS COUNTY RECORDS, AND IS MORE FULLY DESCRIBED ON THE BLUEPRINT SURVEY OF EARLE M. FRANKHOUSER ASSOCIATES, INC., DATED NOVEMBER, 1951, PLAN NO. C-10-B-20, OF WHICH BLUEPRINT SURVEY BOTH PARTIES HERETO HAVE RECEIVED NOTICE AND INSPECTION.

TOGETHER WITH FREE INGRESS, EGRESS AND REGRESS TO AND FOR THE SAID SECOND PARTY, THEIR HEIRS AND ASSIGNS, THEIR TENANTS, OCCUPIERS, OR POSSESSORS OF THE LAND AND GROUND CONTIGUOUS TO THE EASTERN BOUNDARY OF THE SAID STRIP OF GROUND OR PASSAGEWAY ABOVE DESCRIBED, AT ALL TIMES AND SEASONS FOREVER HEREAFTER, INTO, ALONG, UPON AND OUT OF THE SAID STRIP OF GROUND OR PASSAGEWAY, IN COMMON WITH THE FIRST PARTY, THEIR HEIRS AND ASSIGNS.

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PLATTING OF DESCRIPTION
 PREPARED BY
 JAMES E. MAST, REGISTERED ENGINEER
 SHOWING
 PUMP HOUSE AND WELL TRACT AND
 RESERVOIR TRACT AND WATER PIPE LINE
 OVER FARM OWNED BY
 CLARENCE W. MENGEL AND
 HENRY L. KALBACH
 IN SEPTEMBER 1949
 SITUATE PARTLY IN THE
 BOROUGH OF BERNVILLE
 AND PARTLY IN
 PENN. TOWNSHIP
 BERKS COUNTY PENNSYLVANIA

SCALE 1" = 200'
 SEPTEMBER 1951

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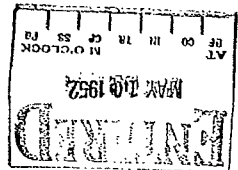
00 MINUTES WEST, THE DISTANCE OF 40.00 FEET TO A POINT AND NORTH 81 DEGREES AND 00 MINUTES WEST, THE DISTANCE OF 1600.00 FEET TO THE PLACE OF BEGINNING.

3. WATER COMPANY SHALL HAVE AND ENJOY THE RIGHT OF ENTRY IN, UPON AND ALONG SAID RIGHT OF WAY, 100' SQUARE RESERVOIR TRACT AND 40' SQUARE PUMP HOUSE AND WELL TRACT NOW AND AT ALL TIMES IN THE FUTURE FOR THE PURPOSE OF INSPECTING, REPAIRING, RESTORING AND MAINTAINING ITS PIPES, LINES, RESERVOIR AND PUMP HOUSE; CAUSING NO MORE DAMAGE IN SUCH ENTRIES NOR INTERFERENCE WITH THE CULTIVATION OF THE LAND THAN CANNOT BE AVOIDED. SHOULD WATER COMPANY CAUSE ANY DAMAGE BY SUCH ENTRY OR ENTRIES, IT IS HEREBY AGREED THAT REASONABLE COMPENSATION SHALL BE PAID BY WATER COMPANY TO OWNERS FOR SUCH DAMAGES.

4. IT IS UNDERSTOOD AND AGREED THAT ALL PARTIES HERETO INTEND TO BE LEGALLY BOUND HEREBY.

SEL, HIS WIFE AND HENRY K. SEALS; AND THE SAID THE FIXED, DULY ATTESTED, THE

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ER COMPANY,
SEAL)

. KLOPP PRESIDENT
MOLL SECRETARY

IN AND FOR SAID COUNTY AND
IAN W. MENGEL, HIS WIFE, AND
BE THEIR ACT AND DEED, AND

(N. P. SEAL)

IN AND FOR SAID COUNTY AND
KALBACH, HIS WIFE, AND IN
THEIR ACT AND DEED, AND

(N. P. SEAL)

ON THE 22ND DAY OF APRIL, A.D., 1952, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED GEORGE S. MOLL, SECRETARY OF THE SAID THE BERNVILLE WATER COMPANY, WHO BEING DULY SWORN ACCORDING TO LAW, SAYS THAT HE WAS PERSONALLY PRESENT AT THE EXECUTION OF THE FOREGOING ARTICLES OF AGREEMENT, AND SAW THE COMMON OR CORPORATE SEAL OF THE SAID CORPORATION DULY AFFIXED THERETO; THAT THE SEAL SO AFFIXED THERETO IS THE COMMON OR CORPORATE SEAL OF THE SAID CORPORATION; THAT THE FOREGOING ARTICLES OF AGREEMENT WERE DULY SEALED AND DELIVERED BY STANLEY A. KLOPP, PRESIDENT OF THE SAID CORPORATION, AS AND FOR THE ACT AND DEED OF THE SAID

FORM 197-B-OPARS
REV. 1-76

Division EASTERN 4010
Exchange BERNVILLE 4020

BETHEL AND MT. AETNA TELEPHONE AND TELEGRAPH CO.

CD No. 15290

R/W No. 78-04-0082

RIGHT OF WAY AGREEMENT

INDENTURE, made this 8 day of AUGUST, 1978 by and between

Party of the First Part, hereinafter called
GRANTORS, identified as -

Name WYNNEWOOD CONSTRUCTION CO.
Address HERITAGE FARM, BERNVILLE PA. 19526
Name ALFRED R. JACOBSON PRES.
Address _____
Name _____
Address _____
Name _____
Address _____

Party of the Second Part, hereinafter called
GRANTEE, identified as -

BETHEL AND MT. AETNA
TELEPHONE AND TELEGRAPH CO.
150 WEST TENTH STREET
ERIE, PENNSYLVANIA 16512

WITNESSETH: That in consideration of the sum of One Dollar (\$1.00) received from the Grantee and other considerations and terms hereinafter set forth, Grantor(s) hereby grant and convey unto Grantee, its successors and assigns, a Right of Way and Right of Entry upon, across, over, under and along the land of Grantor(s) which land is described below, for construction, reconstruction, and to supplement, operate and maintain telephone facilities. The terms of this Right of Way are more fully described on the reverse side of this agreement.

LOCATION OF LAND: City/Borough/Township of BERNVILLE BORO AND PENN TOWNSHIP
County of BERKS State of Pennsylvania; said land being bounded as follows:
on the North by CLARENCE A. CILIAN MENGEL ADD HENRY & MARION KALBACH
on the East by _____
on the South by _____
on the West by PENN VALLEY RD

PAYMENT:

Total Consideration \$ 1.00
Amount Paid Herewith (R/W Ch. No.) \$ 1.00
*Balance Payable \$ - 0 -

*If the balance payable is not paid by Grantee to Grantor within _____ from date of this agreement, the rights and privileges herein granted, without further act by the parties hereto, shall cease, thereupon Grantee shall be relieved from any further obligation hereunder and this agreement shall become null and void.

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

(1) Witness [Signature]
(2) Witness _____

TO BE SIGNED IN INK IN THE SAME NAMES AND IS RECORDED
X Land Owner [Signature] (Seal)
Land Owner _____ (Seal)

Commonwealth of Pennsylvania)
County of BERKS) SS:

ALFRED R. JACOBSON, who acknowledged himself to be the PRESIDENT of WYNNEWOOD CONSTRUCTION CO., a corporation and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness thereof, I have set my hand and official seal. [Signature]

RICHARD A. BLUM, NOTARY PUBLIC
MYERSTOWN, LEBANON CO., PENNA.
MY COMMISSION EXPIRES DEC. 11, 1978

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RECEIPT FOR BALANCE PAID TO GRANTOR
 Received this _____ day of _____ 19____
 the above named Grantee, the balance payable in amount of _____
 as stated herein above, in full of account.
 R/W Check No. _____
 WITNESS: _____

ACCOUNTING DISTRIBUTION

E	ENG. ORDER	ACCOUNT		COST CODE	CO	LOCATION		AMOUNT	ORG. ENT.
		PRIM	SUB			EXCH	REM		
9	15-20	21-24	25-27	28-30	36	37-40	41-63	C65-72	73-76
1	P12378			90Q					
1				90Q					

APPROVED BY: *James F. Hillman* Date 8-11-78
 REMARKS: _____

ORIGINAL TO CORPORATE DOCUMENT SECTION

- (1) **RELOCATION AND REMOVALS** - Grantor(s) agree that Grantee may relocate or remove its facilities as said Grantee may deem necessary; or, to conform to new or re-established highway limits.
- (2) **TREE TRIMMING** - Grantee may trim trees and keep trees trimmed so as to clear all crossarms, wires and cables by at least four feet.
- (3) **GRANTEE'S RESPONSIBILITY** - Grantee agrees to restore Grantors' property, if disturbed by construction or maintenance of buried cables, pedestals and markers to as good condition as before such construction or maintenance occurred and to pay for actual damage, if any, to Grantors' growing crops arising therefrom.
- (4) **ASSIGNMENT** - Grantor(s) agrees that Grantee may permit others to use facilities constructed on right of way, and that Grantee may lease and/or convey any part or all the rights hereunder, to an electric light, power or other company for the purpose of transmission and distribution of electric energy; provided, however, that not more than one line of poles shall be erected and maintained pursuant to this grant.
- (5) **RESERVATION** - Grantor(s) reserve the right to cultivate the ground between poles or other supporting structures which may be erected pursuant to this grant, provided that such use shall not interfere with or obstruct the rights herein granted.
- (6) **DEFINITIONS** - The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

035914
 COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE
 REALTY TRANSFER TAX
 OCT 23 78
 BB.11163
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Recorded in the office for Recording of Deeds
 in and for Berks County, Pa., in Final
 Book No. 354 Page 291

WITNESS my hand and seal of office
 Mr. 23 day of Oct A. D. 19 78
Rodger Helmsdorf
 Recorder

RECORDED IN THE OFFICE FOR RECORDING OF DEEDS
 BERKS COUNTY, PA.

OCT 23 9 19 A 78

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Division EASTERN-4000
Exchange BEAUMONT-4200

GTE North Incorporated

CD No. 126
R/W No. 74-0900-11

Right of Way Agreement

INDENTURE, made this 11th day of July, 1994

Party of the First Part, hereinafter called
GRANTORS, identified as:

Name Maurice C. Miller
Address 11 Stone Town Rd. Westford
Name _____
Address _____
Name _____
Address _____

Party of the Second Part, hereinafter called
GRANTEE, identified as:

GTE North Incorporated
Pennsylvania Operations
150 West Tenth Street
Erie, Pennsylvania 16512

WITNESSETH: That in consideration of the sum of One Dollar (\$1.00) received from the Grantee and other considerations and terms hereinafter set forth, Grantor(s) hereby grant and convey unto Grantee, its successors and assigns, a Right of Way and Right of Entry upon, across, over, under and along the land of Grantor(s) which land is described below, for construction, reconstruction, and to supplement, operate and maintain telephone facilities. The terms of this Right of Way are more fully described on the reverse side of this agreement.

LOCATION OF LAND: City/Borough/Township of PEW
County of BEAUMONT, State of Pennsylvania; said land being bounded as follows:

on the North by _____
on the East by JOHN H. STUMP
on the South by JOHN H. STUMP
on the West by MILFORD HARLICK

PAYMENT:

Total Consideration \$ 1.00
Amount Paid Herein (M-W Ch. No. CASH) \$ 1.00
Balance Payable \$ 0.00

*If the balance payable is not paid by Grantee to Grantor within _____ from date of this agreement, the rights and privileges herein granted, without further act by the parties hereto, shall cease, hereupon Grantee shall be referred from any further obligation hereunder and this agreement shall become null and void.

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

(1) Witness Robert E. Bondi
(2) Witness _____
(3) Witness _____
(4) Witness _____
Commonwealth of Pennsylvania)

TO BE SIGNED IN INK IN THE SAME NAMES AND IS RECORDED

x Land Owner Maurice C. Miller (Seal)
Land Owner _____ (Seal)
Land Owner _____ (Seal)
Land Owner _____ (Seal)

County of LEGANON) SS: On the 11th day of July, 1994, before me personally appeared MAURICE C. MILLER to me personally known and known to me to be the same person(s) described in and who executed the within instrument, and he/she acknowledged to me that he/she executed the same.

IN WITNESS THEREOF, I have set my hand and official seal Robert E. Bondi NOTARIAL SEAL

POOR ORIGINAL

RECEIPT FOR BALANCE PAID TO GRANTOR

Received this _____ day of _____ 19____ of the above named Grantee, the balance payable in amount of _____ as stated herein above, in full of account.

WITNESS: GRANTORS: _____

ACCOUNTING DISTRIBUTION

ORG	ENR	LOCATION	WORKORDER	ACCOUNT	CE	AMOUNT
74	1128	3133	3252	3134	06-30	1541
8722	402		312215R	20215	874	1.00

EMPLOYEE SIGNATURE: Robert E. Bondi APPROVED BY: _____
DEPT. NETWORK FAC. TEL. NO. 717-866-2576

REMARKS: _____

Recorded: Oct 17 1994

(1) **RELOCATION AND REMOVALS** - Grantor(s) agree that Grantee may relocate or remove its facilities as said Grantee may deem necessary; or, to conform to new or re-established highway limits.

(2) **TREE TRIMMING** - Grantee may trim trees and keep trees trimmed so as to clear all crossarms, wires and cables by at least four feet.

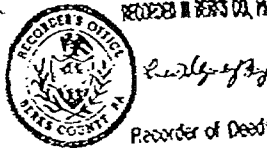
(3) **GRANTEE'S RESPONSIBILITY** - Grantee agrees to restore Grantor's property, if disturbed by construction or maintenance of buried cables, pedestals and markers to as good condition as before such construction or maintenance occurred and to pay for actual damage, if any, to Grantor's growing crops arising therefrom.

(4) **ASSIGNMENT** - Grantor(s) agrees that Grantee may permit others to use facilities constructed on right of way, and that Grantee may lease and/or convey any part or all the rights hereunder, to an electric light, power or other company for the purpose of transmission and distribution of electric energy; provided, however, that not more than one line of poles shall be erected and maintained pursuant to this grant.

(5) **RESERVATION** - Grantor(s) reserve the right to cultivate the ground between poles or other supporting structures which may be erected pursuant to this grant, provided that such use shall not interfere with or obstruct the rights herein granted.

(6) **DEFINITIONS** - The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

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2240

DEED # 44985
08-16-94 14153 LINDA 06148308
FEE \$13.00
WRIT \$0.50
ST \$1.50
CHK \$11.50
CC \$0.00
THANK YOU
RECORDER OF DEEDS
LINDA H. FREY
READING, PA/BERKS CO
08-16-94 14153 LINDA 06148308
CHK \$11.50

YL2566PG2241



EASEMENT FOR DEVELOPMENT

For Company Use Only	
Document No.	_____
Order No.	_____
Notification No.	_____
Grid No.	_____

The undersigned, BAAS + WARD ASSOCIATES
 (the "Grantor") with a principal business address of 456 WEST RIDGE PIKE
GLIMMICK, PA. 19468
 is the owner of a real estate development known as PENN HILLS
 in the TOWNSHIP of PENN, County of BERKS State of PENNA
 having a Tax Parcel Identification Number of 69-7750-00-75-6572 (the Development).

Pennsylvania Electric Company
 Metropolitan Edison Company, d/b/a GPU Energy, a Pennsylvania corporation, (the "Grantee"), to install an electric/communication system in the Development which is more fully shown on Plan Number ~~EXHIBIT A~~ entitled PENN HILLS and dated 10-25-01, a copy of which is: () attached hereto and made a part hereof; or () recorded, or about to be recorded in Final Plan (Plat) Book _____, Page _____, _____ County Records, and incorporated herein by reference.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound, hereby grants, covenants and agrees as follows:

Grantor, as of this date, represents that no lots in the Development have been sold or agreement for the sale thereof have been entered into except NONE

Grantor hereby grants and conveys to Grantee a permanent easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, renew, maintain, replace, improve, redesign, alter, repair, relocate, add to, extend and remove an overhead, underground and/or ground level electric/communication system described below as may be deemed necessary or convenient by Grantee for electric, CATV and communication purposes for the use and benefit of the Development (including any further subdivision of the lots contained therein) and/or adjoining lands.

The system may include, without limitation, poles, crossarms, guy wires, guy stubs, anchors, street lights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers, pedestals, terminal boxes, hand-holes, manholes and other related equipment and apparatus (the "Facilities"), which, in addition to serving Development Lots, may be installed along, within or across all streets, alleys, roads and all other public places, including yards, parking lots and open spaces, and to all buildings of or on the Development.

Grantor further grants and conveys to Grantee the right, from time to time in the Development, to trim, cut and/or remove such trees, tree branches, shrubs, roots, vegetation, structures and/or other objects or obstructions which are within fifteen (15) feet of any wire strung or above ground structure or, which, in the sole judgment of the Grantee, interfere with the installation of, or in the safe, proper or convenient use, maintenance, operation of, or access to, the Facilities, including, without limitation, the removal of such trees and/or tree branches which overhang or endanger any of the Facilities. Further, Grantee shall have the right to make such excavations to accomplish the above purposes and to enter upon the Development shown on said Plan (Plat) and, insofar as Grantor's rights shall extend, within any public street, alley thereof or bounding the same, without notice for all the purposes hereof.

Grantor covenants not to construct, place, maintain or use structures of any kind, or plant shrubs or trees within eight (8) feet of either side of the center line of the Facilities as installed; raise or lower the ground elevation of the land above or beneath the Facilities; grow beneath overhead Facilities any vegetation or trees, except compatible species identified by the Grantee; or 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, assigns, licensees and lessees, as the case may be.

Grantor has executed this Easement this 12th day of September, 2002

Witness/Attest:

Samuel D. Ward

BAAS + WARD ASSOC.
Ralph Baas, Partner (SEAL)

VL3601PG0893

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF } ss.

On this the day of 19/20....., before me, the undersigned officer,
personally

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

In Witness Whereof, I have hereunto set my hand and Official Seal.

.....
.....
Title of Officer

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF MONTGOMERY } ss.

On this, the 12th..... day of..... September..... 19/20 02...., before me, the undersigned officer, personally
appeared..... Ralph Baas..... who acknowledged himself to be ~~the~~ one of the partners...
of .. Baas & Ward Assoc....., a ~~corporation~~ partnership and that he as such partner
being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the
partnership
~~corporation~~ by himself as .. a PARTNER.....

In Witness Whereof, I have hereunto set my hand and Official Seal.

Karen S. Huss

.....
.....
Title of Officer

Notarial Seal
Karen S. Huss, Notary Public
Pottstown Boro, Montgomery County
My Commission Expires Jan. 14, 2003
Member, Pennsylvania Association of Notaries

VL3601PG0894



RECORDED IN BERKS CO. PA

Eric Artine

RECORDER OF DEEDS

REC 08-13-2009 13:40
INDEXED 78562
RECORDS MGMT
FEE \$5.00
RSDT \$13.00
CY USA II \$0.50
RFB \$18.50
CB \$20.00
08-17-2009 \$1.50

En
3601
61490
893

5.00
13.50

VL3601PG0895

PENN HILLS

PENN TOWNSHIP BERKS COUNTY PENNSYLVANIA



PHASE 1 -- 27 LOTS -- 18.90 ACRES
 PHASE 2 -- 16 LOTS -- 6.26 ACRES
 PHASE 3 -- 24 LOTS -- 9.22 ACRES
 PHASE 4 -- 18 LOTS -- 7.61 ACRES



STATE OF PENNSYLVANIA
 COUNTY OF BERKS
 PHASE 1, 2, 3 & 4
 PENN HILLS
 PENN TOWNSHIP BERKS COUNTY PENNSYLVANIA
 PLANNED RESIDENTIAL DEVELOPMENT
 PREPARED BY: [Signature]
 DATE: [Date]

PLANNED RESIDENTIAL DEVELOPMENT
 PHASE 1, 2, 3 & 4
 PENN HILLS
 PENN TOWNSHIP BERKS COUNTY PENNSYLVANIA
 PREPARED BY: [Signature]
 DATE: [Date]

PHASE 1, 2, 3 & 4
 PENN HILLS
 PENN TOWNSHIP BERKS COUNTY PENNSYLVANIA
 PREPARED BY: [Signature]
 DATE: [Date]

PHASE 1, 2, 3 & 4
 PENN HILLS
 PENN TOWNSHIP BERKS COUNTY PENNSYLVANIA
 PREPARED BY: [Signature]
 DATE: [Date]

PHASE 1, 2, 3 & 4
 PENN HILLS
 PENN TOWNSHIP BERKS COUNTY PENNSYLVANIA
 PREPARED BY: [Signature]
 DATE: [Date]

PHASE 1, 2, 3 & 4
 PENN HILLS
 PENN TOWNSHIP BERKS COUNTY PENNSYLVANIA
 PREPARED BY: [Signature]
 DATE: [Date]

PHASE 1, 2, 3 & 4
 PENN HILLS
 PENN TOWNSHIP BERKS COUNTY PENNSYLVANIA
 PREPARED BY: [Signature]
 DATE: [Date]

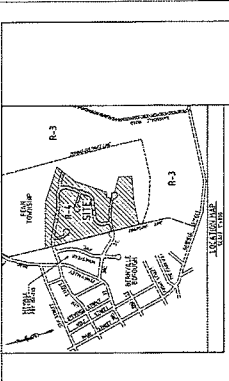
LIST OF DRAWINGS

- 1. PRELIMINARY SITE PLAN
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- 99. PRELIMINARY SITE PLAN
- 100. PRELIMINARY SITE PLAN

NO.	DESCRIPTION	DATE
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STACHROSE, SELTZ & BENSHOFF
 ARCHITECTS - CIVIL ENGINEERS - SURVEYORS
 1000 MARKET STREET, SUITE 200
 PHILADELPHIA, PA 19102
 (215) 562-1234
 FAX: (215) 562-1235
 WWW.STACHROSESELTZBENSHOFF.COM

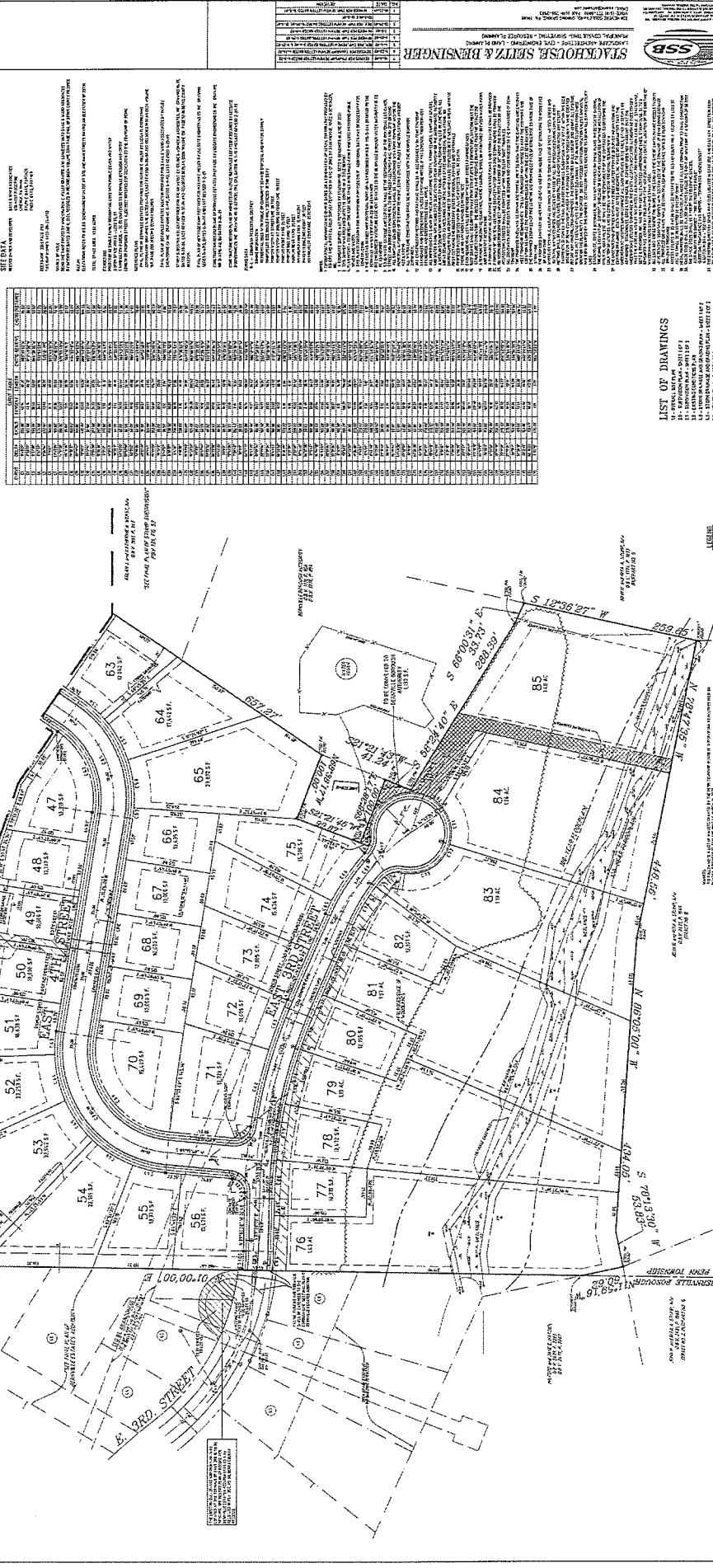
OVERALL SITE PLAN
 PENN HILLS
 PHASE 1, 2, 3 & 4
 PENN TOWNSHIP BERKS COUNTY PENNSYLVANIA
 PREPARED BY: [Signature]
 DATE: [Date]



SEE DATA
 FOR THE PROPERTY
 INFORMATION SHEET
 WHICH IS ATTACHED
 TO THESE PLANS
 AND WHICH IS
 AVAILABLE AT THE
 COUNTY OFFICE
 OF RECORDS AND
 DEEDS
 1000 MARKET STREET
 PHILADELPHIA, PA 19102
 (215) 562-1234
 FAX: (215) 562-1235
 WWW.STACHROSESELTZBENSHOFF.COM

LIST OF DRAWINGS

NO.	DESCRIPTION
11-1	PHILADELPHIA - PH-11 - 11/15/11
11-2	PHILADELPHIA - PH-11 - 11/15/11
11-3	PHILADELPHIA - PH-11 - 11/15/11
11-4	PHILADELPHIA - PH-11 - 11/15/11
11-5	PHILADELPHIA - PH-11 - 11/15/11
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11-100	PHILADELPHIA - PH-11 - 11/15/11



THE DATA

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STAKEHOUSE, SEITZ & BENSINGER
 1000 N. MARKET STREET, SUITE 200
 PHILADELPHIA, PA 19107
 PHONE: 215-626-1100
 FAX: 215-626-1101
 WWW.STAKEHOUSE.COM

BAAS & WARD ASSOCIATES
 PENN HILLS
 1540 FORD LANE, PA 19061
 PHONE: 610-271-9400
 FAX: 610-271-9401
 WWW.BAASANDWARD.COM

PHILADELPHIA

PHILADELPHIA

PHILADELPHIA

PENN TOWNSHIP BOARD OF SUPERVISORS

Sharon D. Harrison
Township Manager

P.O. Box 130
Bernville, Pennsylvania 19506
Tel. (610) 488-1160
Fax (610) 488-0611

April 28, 2005

Ms. Ellie Antoine
Recorder of Deeds
Berks County Court House
Berks County Services Center
633 Court Street
Reading, PA 19601

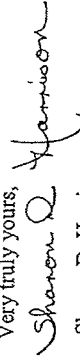
Dear Ms. Antoine:

Re: Penn Hills Subdivision

The Penn Hills Subdivision plan was conditionally approved and signed by the Penn Township Board of Supervisors on July 26, 2004. The outstanding conditions for this plan were only met on April 25, 2005. The subdivision plans were delivered to the developer for recording on April 26, 2005.

Should you have any questions in reference to this, please feel free to contact me.

Very truly yours,



Sharon D. Harrison
Township Manager
Penn Township Board of Supervisors

2005022075

Ellie Antoine
Recorder of Deeds

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

Receipt Number: 22552
Operator ID: DSYLVESTER
Station ID: CASHIER4
Submitter Name: STEWART ABSTRACT
PLANS 36 X 48
PLANS BK00300-PG0497 2005022075
Pages: 5
Recorded: 05/02/2005 11:28:38 AM:1

Recording Fee	\$50.00
Recording Page Fee	\$1.00
No of Pages	5
ROD Improvement Fund	\$5.00
CERTIFICATION (4)	\$6.00
Total:	\$204.50



RECORDED IN BERKS CO. PA

Ellie Antoine

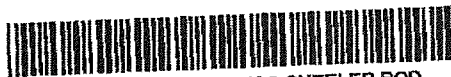
RECORDER OF DEEDS

PLN BK00300-PC0501
2005022075 05/02/2005 11:28:38 AM:1
BERKS COUNTY ROD
PLANS 36 X 48
PAGE: 6 of 5

p4 (1)

Prepared By:
Signature Abstract
1100 Berkshire Boulevard
Suite 100
Wyomissing, Pa 19610
(610) 376-1818
10296-RS

REC BK05352-PG2176 DEED
2008023517 05/07/2008 02:58:33 PM 1
RCD FEE \$41.00 LCL TAX \$16,800.00 ST TAX \$16,800.00 PAGE 1 of 5



BERKS COUNTY ROD

FREDERICK C SHEELER ROD

Return To:
FALLA DEVELOPMENT, L P
105 Lakeview Dr.
Harleysville, PA 19438

Premises:
PHASE III (24 LOTS) PENN HILLS SUBDIVISION
and PHASE IV (18 LOTS) PENN HILLS SUBDIVISION
PENN TOWNSHIP
BERKS COUNTY, PA

This Deed, made this 28th day of April, 2008
Between,

CORRADO DEVELOPMENT, LLC, a corporation organized and existing under and by virtue of the laws of PENNSYLVANIA, (hereinafter called "Grantor"), of the one part, and

FALLA DEVELOPMENT, L.P., (hereinafter called the "Grantee"), of the other part

Witnesseth, That in consideration of One dollar (\$1.00) and other Good and Valuable Consideration

in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his/her heirs and assigns,

7 MAY 2008 PM 2:34

TW

Exhibit A

ALL THAT CERTAIN tract or piece of ground situate in **Penn Township**, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Penn Township and Borough of Bernville Municipal Line, said point being a corner of Lot No 39 on the Subdivision Plan known as Bernville Estates, said point being the northwesterly corner of the herein described parcel; thence extending from said point of beginning along the Penn Township and Borough of Bernville Municipal Line and along lands now or late of the Subdivision known as Bernville Estate South 01 degree 00 minutes 00 seconds West, 1,826.65 feet to a point, a corner of lands now or late of Leroy J Kline and Kathryn D Kline; thence extending along said lands the four following courses and distances: (1) North 78 degrees 20 minutes 50 seconds East 53.70 feet to a point, a corner, (2) South 86 degrees 03 minutes 23 seconds East 434 00 feet to a point, a corner, (3) South 78 degrees 48 minutes 04 seconds East 447.08 feet to a point, a corner, and (4) North 12 degrees 29 minutes 31 seconds East 259 61 feet to a point, a corner of lands now or late of Clarence W. Mengel, et al; thence extending along said lands the seven following courses and distances, (1) North 65 degrees 59 minutes 31 seconds West 33.72 feet to a point, a corner, (2) North 58 degrees 23 minutes 50 seconds West 288.45 feet to a point, a corner, (3) North 21 degrees 22 minutes 03 seconds East 41.24 feet to a point, a corner, (4) North 68 degrees 37 minutes 57 seconds West 100.00 feet to a point, a corner, (5) North 21 degrees 22 minutes 05 seconds East 99.87 feet to a point, a corner, (6) South 68 degrees 37 minutes 57 seconds East 100.00 feet to a point, a corner, and (7) North 34 degrees 20 minutes 52 seconds East 657.23 feet to a point, a corner of lands now or late of Curtis L Landis and Doris N. Landis, thence extending along said lands North 53 degrees 50 minutes 16 seconds East 450.09 feet to a point, a corner of lands now or late of Clarence W Mengel, et al; thence extending along said lands the two following courses and distances, (1) North 56 degrees 47 minutes 50 seconds West 704.34 feet to a point, a corner, and (2) North 74 degrees 16 minutes 30 seconds West 915.11 feet to the first mentioned point and place of BEGINNING.

EXCEPTING THEREOUT AND THEREFROM all those certain lots or tracts of land, being Phase 1 and Phase 2 of the Development of "Rabbit Run" as more particularly identified on the Final Plan of Penn Hills recorded in Plan Book 300 page 497, Berks County records.

THE PREMISES conveyed herein being Phase 3 and Phase 4 of the Development of "Rabbit Run" as more particularly identified on the Final Plan of Penn Hills recorded in Plan Book 300 page 497 and including Lots 12 through 17 inclusive, Lots 34 through 55 inclusive, Lot 57 through 70 inclusive and any and all streets or roads, or portions thereof contained within said Phases.

BEING PART OF THE SAME PREMISES WHICH BAAS & WARD ASSOCIATES, A PA PARTNERSHIP, by Deed dated 4/8/2005 and recorded 4/12/2005 in the Office for the Recorder of Deeds in and for the COUNTY of BERKS, and Commonwealth of PENNSYLVANIA in Record Book 4559, Page 2237, granted and conveyed unto CORRADO DEVELOPMENT, LLC

THE ACTUAL CONSIDERATION IS : \$1,680,000.00

And

the said Grantor doth hereby covenant to and with the said Grantee that, it, the said Grantor, its successors, SHALL and WILL, Warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee, his/her heirs, and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same of any part thereof, by, from or under it them or any of them

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

By: **CORRADO DEVELOPMENT, LLC**


ANGELO CORRADO, MANAGING PARTNER

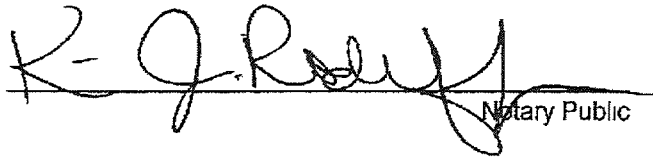
State of PA

County of BERKS

ON this, the 21st day of **April**, **2008**, before me the undersigned officer, personally appeared **ANGELO CORRADO**, who acknowledged himself/herself to be the **MANAGING PARTNER** of the said Grantor corporation, and that he/she, as such **MANAGING PARTNER**, being authorized to do so, executed the foregoing instrument, for the purposes therein contained, by signing the name of the corporation by himself/herself as **MANAGING PARTNER**

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kam J. Rodella, Notary Public
Spring Twp., Berks County
My Commission Expires March 15, 2012
Member, Pennsylvania Association of Notaries


Notary Public

Grantee Address

105 Lakewood Dr.
Harleysville, PA
19438