

EXHIBIT A

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"EXHIBIT I"

B I L L O F S A L E

KNOW ALL MEN BY THESE PRESENTS, that PARKWAY ACRES, INC., a Pennsylvania corporation with its principal place of business located at 193 North 27th Street, Borough of Mt. Penn, Berks County, Pennsylvania, and BERKSHIRE GREENS, INC., a Pennsylvania corporation with its principal place of business located at 105 North 27th Street, Borough of Mt. Penn, Berks County, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), and the receipt of which is hereby acknowledged, and other valuable consideration to us in hand paid by the TOWNSHIP OF EXETER, a municipal subdivision of Berks County, Pennsylvania, said other valuable consideration including an Agreement to be executed by Exeter Township with Lower Alsace Township at or before the delivery of this Bill of Sale, wherein and whereby inter alia the said Townships mutually consent and agree to the granting of reciprocal easements, one to the other, concerning the joint and reciprocal use of the sewer collection lines lying in Exeter and Lower Alsace Townships and comprising a part of a sewer district lying in Pennside and draining into the Mt. Penn Borough Sewer Disposal Plant in Exeter Township, said reciprocal Agreement being intended to secure the right to both Townships of a free and uninterrupted flow of sewage through said collection lines at all times (a copy of said reciprocal Agreement being attached hereto and made a part of this Bill of Sale, marked Exhibit "A"), do hereby grant, bargain, sell, release and confirm unto the said TOWNSHIP OF EXETER

title and interest in and to the same, including all privileges, easements and appurtenances in and to the land in which the same are laid.

TO HAVE AND TO HOLD, all and singular, the said goods and chattels and articles of personal property and every of them, by these presents bargained, sold, released, granted and confirmed unto the said TOWNSHIP OF MASTON to its only proper use and behoof, its successors and assigns forever.

AND, the said PARKWAY AGNES, INC., and BERKSHIRE GEMENS, INC., do by these presents hereby promise, covenant and agree for themselves, its successors and assigns, to warrant and defend the title of the said goods, chattels and articles of personal property against all and every person and persons whomsoever.

AND the said PARKWAY AGNES, INC., does hereby constitute and appoint Byron W. Whitman to be its Attorney, for it and in its name, and as and for its corporate act and deed to acknowledge this Bill of Sale before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

AND the said BERKSHIRE GEMENS, INC., does hereby constitute and appoint Byron W. Whitman to be its Attorney, for it and in its name, and as and for its corporate act and deed to acknowledge this Bill of Sale before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly

be executed by its respective Presidents and its respective
seals affixed, attested by its respective Secretaries, this
26th day of April A.D. 1947.

PARKWAY AG-RES, INC.

By /s/ Byron W. Whitman
President

SEAL

ATTEST: /s/ L. Mae Davidson
Secretary

BERKSHIRE GREENS, INC.

By /s/ Byron W. Whitman
President

SEAL

ATTEST: /s/ L. Mae Davidson
Secretary

STATE OF PENNSYLVANIA:

ss

COUNTY OF BERKS:

I hereby certify, that on this 26th day of April A. D. 1947, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BYRON W. WHITMAN, the attorney named in the foregoing Bill of Sale, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Bill of Sale to be the act and deed of the said Parkway Acres, Inc.

WITNESS my hand and Notarial seal the day and year aforesaid.

My commission expires: April 8, 1951

(SEAL)

/s/ Norma E. Cannon
Notary Public

STATE OF PENNSYLVANIA:

ss

COUNTY OF BERKS:

I hereby certify, that on this 26th day of April A.D. 1947, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BYRON W. WHITMAN, the attorney named in the foregoing Bill of Sale, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Bill of Sale to be the act and deed of the said Berkshire Greens, Inc.

WITNESS my hand and Notarial seal the day and year aforesaid.

My Commission expires: April 8, 1951

EXHIBIT "A"

A G R E E M E N T

MADE AND CONCLUDED this 18th day of April, 1947,
between LOWER ALSACE TOWNSHIP, a second class township located
in Berks County, Pennsylvania, hereinafter called "LOWER
ALSACE", party of the first part, and EXETER TOWNSHIP, a
second class township located in Berks County, Pennsylvania,
hereinafter called "EXETER", party of the second part.

WHEREAS, LOWER ALSACE in 1945 acquired certain
facilities for disposal of domestic sewage lying within a
portion of the Township of Lower Alsace known as "Pennside East
Addition" and being near the division line between Lower Alsace
Township and Exeter Township, and which sewage so collected is
required to pass through a portion of Exeter Township before
draining into the Mt. Penn Sewage Disposal Plant located in
Exeter Township, Berks County, Pennsylvania, as more specifically
shown and indicated on the plan or sketch hereto attached and
made a part hereof, marked Exhibit "A"; and

WHEREAS, Exeter Township is about to acquire similar
facilities for disposal of domestic sewage lying within a
portion of the Township of Exeter also known as "Pennside East
Addition" near the division line between Lower Alsace Township
and Exeter Township and which sewage is likewise discharged
into the Mt. Penn Sewage Disposal Plant located in Exeter Town-
ship, requiring in several instances the sewage being so drained
from Exeter Township to pass first through a portion of Lower
Alsace Township before being drained into the sewage disposal

WHEREAS, as a part of the consideration and as a condition precedent to acquiring the aforesaid facilities or collection lines from Parkway Acres, Inc., and Berkshire Greens, Inc., the said Exeter Township covenanted to enter into a reciprocal Agreement with Lower Alsace Township whereby each Township agrees to permit the other full use of the sewage collection lines for the purpose of securing a free and uninterrupted flow of sewage through the collection lines of both Townships whether the sewage emanates in Exeter or Lower Alsace Township and flows through the other Township in order to drain into the Disposal Plant in Exeter Township; and

WHEREAS, the Townships have agreed to the terms, covenants and conditions of such a reciprocal Agreement and desire to evidence such agreement in writing.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the mutual covenants herein contained, and for the further consideration of ONE DOLLAR (\$1.00) each in hand paid to the other, and the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

(1) LOWER ALSACE TOWNSHIP does hereby grant unto Exeter Township such use of its sewage collection line facilities as may be necessary to afford and secure a free and uninterrupted flow of sewage through the collection lines of Lower Alsace Township so that the same may drain into the Mt. Penn Borough Sewage Disposal Plant lying in Exeter Township regardless of the source of said sewage.

(2) EXETER TOWNSHIP does hereby grant unto Lower

the source of said sewage.

(3) It is mutually covenanted and agreed that each Township shall maintain and repair its own sanitary sewage collection lines, manholes, facilities, etc., at its own expense.

(4) It is hereby understood and agreed that the Agreement executed March 31, 1943 between Lower Alsace Township and Parkway Acres, Inc., concerning a similar easement granted by Parkway Acres, Inc., to Lower Alsace Township and for the same purpose shall be automatically terminated upon the execution of this Agreement as being no longer necessary.

(5) That this Agreement shall continue so long as the respective Townships are the owners of the sanitary sewage collection facilities herein described and require drainage into the Mt. Penn Borough Sewage Disposal Plant, and in effect constitutes one complete sewage disposal system lying within two separate Townships.

IN WITNESS WHEREOF, the parties to these presents have caused this Agreement to be executed by their respective officers with the intent to legally bind themselves, their successors and assigns the day and year first above written.

LOWER ALSACE TOWNSHIP

By /s/ Edward L. Seasholtz
President

ATTEST:

/s/ Alton I. Stump
Sec'y.

EXHIBIT "B"

DESCRIPTION OF SANITARY SEWER COLLECTION LINES (VITRIFIED TERRA COTTA PIPE) AND MANHOLES COMPLETE, LOCATED IN EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA, AND ABOUT TO BE TRANSFERRED TO EXETER TOWNSHIP, TOGETHER WITH ALL APPURTENANCES, EASEMENTS, ETC.

No. 1 - ALL THAT CERTAIN 8" terra cotta collection line lying 100 feet north of and parallel to the northerly side of Butter Lane beginning at the intersection of the said described line with the division line between Lower Alsace Township and Exeter Township and extending in an easterly direction 100 feet north from and parallel to the said Butter Lane, a distance of 200 feet to a manhole; thence in a northeasterly direction from said manhole to the trunk line of the Mt. Penn Borough municipal sewers, the distance of 20 feet to said trunk line.

No. 2 - ALL THAT CERTAIN 10" terra cotta collection line beginning at a point in the division line between the Township of Lower Alsace and the Township of Exeter, said point being 20 feet east of the easterly side of Prospect Street and 90 feet south of the southerly side of Lenox Avenue; thence in a southerly direction the distance of 75 feet to a manhole in Filbert Avenue; thence in a southeasterly direction along and through said Filbert Avenue a distance of 300 feet to a manhole in said Filbert Avenue; thence extending southwesterly the distance of 120 feet to a point in the trunk line of the Mt. Penn Borough municipal sewer system.

No. 3 - ALL THAT CERTAIN 8" terra cotta collection line beginning at a manhole, which manhole is located in

the southwesterly side of Filbert Avenue and in the 10" terra cotta line described in paragraph No. 2 above; thence extending in a northwesterly direction from said manhole by a line 70 feet southwest of and parallel to the southwesterly side of Filbert Avenue in a northwesterly direction the distance of 140 feet to a manhole; and by a line 70 feet southwest of and parallel to the southwesterly side of Filbert Avenue in a southeasterly direction from the aforementioned manhole, the distance of 140 feet to a manhole.

No. 4 - ALL THAT CERTAIN 8" terra cotta collection line beginning at a manhole in the intersection of George Street and Lenox Avenue, and extending in a southerly direction in George Street from the said manhole the distance of 120 feet.

No. 5 - ALL THAT CERTAIN 8" terra cotta collection line beginning at the manhole as described in paragraph No. 4 above, and extending westerly in Lenox Avenue the distance of 120 feet to a point in the division line between the Township of Lower Alsace and the Township of Exeter.

No. 6 - ALL THAT CERTAIN 10" terra cotta collection line beginning at the manhole mentioned in paragraph No. 5 above, and extending in a northwesterly direction the distance of 40 feet to a point in the division line between the Township of Lower Alsace and the Township of Exeter.

No. 7 - ALL THAT CERTAIN 10" terra cotta collection line lying in Park Street and beginning at a manhole, said manhole being 240 feet southeast of the southerly side of Byram Street and extending from the said manhole in a northwesterly

EXHIBIT B

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"EXHIBIT II"

AN AGREEMENT

THIS AGREEMENT made the 7 day of August A.D., 1947, between the TOWNSHIP OF YAKINA, a second class township located in Berks County, Pennsylvania, hereinafter called "Township", party of the first part, and the BOROUGH OF ST. PETERS, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "Borough", party of the second part.

WHEREAS, Township has acquired certain facilities for disposal of domestic sewage within a portion of the Township of Berks near the Borough limits of the Borough of St. Peters, and has established, or is about to establish, said domestic sewage system as a sewer system of said Township; and

AND WHEREAS, Township desires to dispose of its domestic sewage flow by connection with the disposal system of Borough;

NOW THIS AGREEMENT WITNESSETH; That in consideration of the premises, the mutual promises of the parties hereto, and the payment of the stipulated charges, the parties hereto agree as follows:

1. Borough agrees to accept delivery to its mains of domestic sewage from the domestic sewage system of Township or any additions thereto, as hereinafter set forth, at the mains of Borough, and will dispose of said domestic sewage delivered to its lines by Township under the schedule of rates and terms of payment as set forth in the schedule hereto attached, made a part hereof, and marked Exhibit "A".

2. Township agrees, at its sole cost and expense,

3. Township shall, at its sole expense, make all installations necessary for servicing, maintaining, relaying and repairing all of its sewage collection system; provided, however, that any maintenance or repairs, relaying or extension of said system shall be subject to the approval of the Borough insofar as such repairs, relaying, or extension of said system shall affect the disposal system of the Borough.

4. Party of the first part agrees that it will hold the Borough harmless from any and all actions or omissions, suit or suits, claims or claims, in law or equity, arising out of or caused in any manner by reason of the performance of this contract.

5. Party of the first part hereby gives to Borough, its agents and employees, the right to examine, survey and inspect all parts of the sewer system of party of the first part, its appurtenances and properties attached to pipe lines and tributaries to the system, including the connection of the said system to the mains of Borough. Should Borough, upon such examination, survey or inspection, find conditions detrimental to its system, Borough shall give written notice to party of the first part by serving such notice personally or by registered mail to the secretary of the Board of Supervisors of Township. The Borough may collect as liquidated damages the sum of \$10.00 a day from the time of such notice until the conditions are corrected to the satisfaction of Borough, or the actual expenses of Borough which may be occasioned by such detrimental conditions, whichever sum may be the greater; and unless party of the first part shall correct such detrimental

Township by serving such notice personally or by registered mail on the secretary of the Board of Supervisors of Township. In the event of such discontinuance of the service by Borough, Township releases and discharges Borough from all claim or claims as a result thereof, and agrees that it will save Borough harmless from any and all suit or suits, action or actions, claim or claims arising or caused by or related to the said discontinuance.

7. This Agreement shall go into effect on July 1, 1947, or as soon thereafter as any requisite approval thereof by any governmental authority and the Court of Quarter Sessions of Berks County shall have been obtained, and shall continue for a period of one year from July 1, 1947 to June 30, 1948, and thereafter from year to year, unless either party shall have given sixty (60) days' notice prior to the end of the year to the other party of its intention to terminate said contract, or unless said contract is sooner terminated in accordance with the other provisions hereof.

8. No new connections shall be made by Township to its domestic sewage disposal system without first giving notice to Borough before such connections are made.

9. The Borough on its part and in accordance with the terms of this Agreement, agrees to receive only domestic sewage delivered to it at its mains.

10. Township has caused this Agreement to be executed by its duly authorized officers in pursuance of a Resolution of said Township, passed at a duly convened meeting on the

1.3 Dec 27 1947

1947. Borough has caused this

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be signed by their respective officers, duly
authorized as heretofore set forth, and their respective cor-
porate seals, if any, to be hereto affixed, with the intent to
legally bind themselves, their successors and assigns.

TOWNSHIP OF PALM BEACH

By: W. Charles M. Hayes
(President)

Attest: W. Charles Young
(Secretary)

BOROUGH OF ST. ANN

By: W. Le Roy F. Christensen
(Chief Burgess)

Attest: Richard A. Snyder
(Secretary)

ARTICLE "A"

RATES AND METHOD OF PAYMENT

Nine Dollars (\$9.00) per unit per year for the first two hundred (200) units.

The term "unit" shall refer to a single family residence. For multiple family residences, the unit rate shall be multiplied by the number of apartments or divisions designed for occupancy by a single family.

Payments shall be made quarterly in advance, commencing July 1, 1947. The amount of each quarterly payment shall be determined by certification by Township to borough five (5) days previous to the first day of January, April, July, and October of the number of connections existing on such day. Such change shall be retroactive to the first day of the quarter for all additional connections made during such quarterly period.

PLACE INTERMEDIATE

PRELIMINARY ORDER

PRELIMINARY ORDER

AND NOW, TO WIT, ^{Nov. 24} December 27, 1947, upon motion of Russell H. Yoder, it is ORDERED AND DECREED that the 20th day of December, 1947, at 9:30 A.M., E.S.T., be fixed as the time for a hearing on the within petition and that notice thereof be given by publication by one insertion in a newspaper of general circulation in Berks County and in the Berks County Law Journal, not less than ten days before the date set for said hearing.

BY THE COURT:

(s) Warren A. Hess
J.

EXHIBIT C

Use this copy to paste in your minute book.

*Resolution Passed
Sept 13-1947
unanimously approved.*

A RESOLUTION

Be it resolved and it is hereby resolved, that the Bill of Sale, as read, between Parkway Acres, Inc. and Berkshire Greens, Inc. and the Township of Exeter, be adopted as a binding contract of this Township and that the proper Township officers be authorized and directed to accept in duplicate the said Bill of Sale, in behalf of the Township; and further that the Agreement between the Borough of Mt. Penn and the Township of Exeter, as read, relating to the drainage into and the disposal of the sewage collected by the sewage system to be purchased by the Township of Exeter, be adopted as a binding contract of the Township of Exeter and that the proper officers of the Township be authorized and directed to execute it in behalf of the said Township;

A. Provided however, that the adoption of the said two contracts be subject to the approval of the Court of Quarter Sessions of Berks County, Pennsylvania, and the Sanitary Water Board of the Commonwealth of Pennsylvania.

(This is to be pasted in your minutes book).

The Secretary reported that in pursuance of the resolution of this Board of Supervisors passed at a meeting held on *Sept 13* 1947, negotiations had been completed with Parkway Acres, Inc. and Berkshire Greens, Inc., for the sale and conveyance for the nominal price of one (\$1.00) dollar, of a system of sewers presently accommodating and benefitting properties abutting Butter Lane, Filbert Street, Lenox Street, Prospect Boulevard, George Street, and Park Avenue, all in the Township of Exeter, to the said Township of Exeter; and that negotiations had also been completed with the Borough of Mt. Penn for the connection of the said system of sewers, so to be purchased by the Township, to its sewage system in order to drain and dispose of the sewage collected by the sewage system so to be purchased by the Township as aforesaid.

The Secretary also brought to the attention of the Board the fact that an agreement had been executed between Lower Alsace Township and Exeter Township under date of April 12, 1947, whereby each Township agreed to allow the other the use of such sewage lines as may be situated in its respective Township, but which the other Township requires the use of in order to secure uninterrupted flow of sewage to the disposal plant of the Borough of Mt. Penn.

The Secretary then read a proposed Bill of Sale between Parkway Acres, Inc. and Berkshire Greens, Inc. and the Township of Exeter conveying to the Township the sewage system aforesaid, together with certain easements and appurtenances, for the price of one (\$1.00) dollar and also read a proposed agreement between

therein) covenanted to accept delivery into its sewage disposal system of the sewage collected by the system to be purchased by the Township.

Then Supervisor *Charles D. Young* presented the following resolution which the Secretary read:

(Here paste a copy of the enclosed resolution on your minutes.)

Then Supervisor *Charles W. Hofer*, seconded by Supervisor

W. D. Rissmiller, moved that the above resolution be adopted and spread on the minutes. This was agreed to by a unanimous vote of all the Supervisors present.

*Regular meeting of Board of Supervisors
Sept 13. - 1947*

Charles D. Young Sec.

EXHIBIT D

11193256v1

A G R E E M E N T

MADE and CONCLUDED this 20 day of *Nov*, 1953,
between LOWER ALSACE TOWNSHIP, a second class township located
in Berks County, Pennsylvania, hereinafter called "LOWER ALSACE",
party of the first part

A N D

EXETER TOWNSHIP, a second class township located in
Berks County, Pennsylvania, hereinafter called "EXETER", party
of the second part.

WHEREAS, LOWER ALSACE in 1943 acquired certain
facilities for disposal of domestic sewage lying within a
portion of the "Township of Lower Alsace known as "Pennside East
Addition" and being near the division line between Lower Alsace
Township and Exeter Township, and which sewage so collected is
required to pass through a portion of Exeter Township before
draining into the Mt. Penn Sewage Disposal Plant located in
Exeter Township, Berks County, Pennsylvania, as more specifi-
cally shown and indicated on the plan or sketch hereto attached
and made a part hereof, marked Exhibit "A"; and

WHEREAS, LOWER ALSACE is contemplating the con-
struction or installation of additional sanitary sewers in
Sewage District #1 in Pennside, Lower Alsace Township, which
will require certain sewer lines or mains to extend into and
over streets lying in Exeter Township (as shown on the plan or
sketch attached hereto and made a part hereof, marked Ex-
hibit "A") in order to carry said sanitary sewage to the Mt.
Penn disposal plant located in Exeter Township; and

WHEREAS, EXETER has expressed its willingness to
permit such extension of sewer lines into Exeter Township
for the purpose of discharging said sanitary sewage into the
Mt. Penn disposal plant located in Exeter Township as aforesaid,
and the parties hereto desire to evidence such agreement in
writing.

NOW, THEREFORE, THIS AGREEMENT W I T N E S S E T H :

That for and in consideration of the mutual covenants herein contained and for the further consideration of the sum of ONE DOLLAR (\$1.00) each in hand to the other paid, and the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. That EXETER does hereby grant unto LOWER ALSACE permission to lay ten (10") inch sanitary sewer lines in George Street and Prospect Street in the Township of Exeter for the purpose of draining certain sanitary sewage into the Mt. Penn disposal plant lying in Exeter Township.

2. That LOWER ALSACE hereby covenants and agrees to pay for the entire cost of such construction and installation of its sanitary sewer lines in the Township of Exeter as aforesaid, and to repair the streets in which such lines are laid or extended at its own expense, and to put them in the same physical condition as before said installation, and to do and perform all such acts as may be necessary to protect EXETER from any possible damage and agrees to indemnify the said EXETER from any such damage in which said EXETER may be involved in connection with said installation.

3. That the parties hereto mutually covenant and agree that the particular ten (10") inch sanitary sewer lines to be installed are shown on the sketch or plan attached hereto and marked Exhibit "A", and the location thereof is described in detail as follows:

(A) George Street, Exeter Township

All that certain 10" VTC sewer line to be installed in George Street located in Pennside Addition, Exeter Township, Berks County, Pennsylvania, being more particularly described as follows, to wit:

Beginning at a point along a portion of an existing 10" VTC sewer line installed in George Street,

said point being 100' more or less southwardly from an existing manhole having an invert elevation of 328.50 and a depth of 8', said manhole being in the intersection of George Street and Lenox Avenue and also in an existing sewer line laid 10' northwardly from and parallel to the southerly curb line of Lenox Avenue; thence in a southwardly direction passing near the east curb line of George Street, the sewage to flow in a southwardly direction to a 10" VTC sewer line to be installed, the distance of 120' more or less to a proposed manhole to have an invert elevation of 325.75 and a depth of 8'; thence still in a southwardly direction, the sewage flow still southwardly to a 10" VTC pipe, the distance of 220' to a manhole to have an invert elevation of 323.00 and a depth of 8', said manhole being in the intersection of Filbert Avenue and George Street and being also in a line 10' northwardly from and parallel to the southerly curb line of said Filbert Avenue; thence still in a southwardly direction and still flowing southwardly through a 10" VTC pipe, the distance of 75' to a manhole to have an invert elevation of 319.00 and a depth of 9'; thence still in a southwardly direction, the flow also continuing southwardly through a 10" VTC pipe, said line to be installed 10' westwardly from and parallel to the easterly curb line of George Street, the distance of 175' to a manhole to have an invert elevation of 319.94 and a depth of 10' to be installed in an existing 15" VTC sewer line, said line being installed 10' southwardly from and parallel to the northerly curb line of Butter Lane and being the extent of the herein described 10" VTC sewer line.

(B) Prospect Street, Exeter Township

All that certain 10" VTC sewer line to be installed in Prospect Street located in Pennside Addition, Exeter Township, Berks County, Pennsylvania, being more particularly described as follows, to wit:

Beginning at a point along the sewer line to be installed in Prospect Street at the Exeter-Lower Alsace Township line, said point being 115' southwardly from the manhole, the invert elevation to be 323.22 and to have a depth of 8', which is to be installed at the intersection of a line 10' northwardly from and parallel to the southerly curb line of Lenox Avenue and 10' westwardly from and parallel to the easterly curb line of Prospect Street, the sewage to flow in a southwardly direction in a 10" VTC pipe, the distance of 180' to a manhole to have an invert elevation of 318.50, the depth of 7½'; thence in a southeastwardly direction diagonally across Prospect Street and the sidewalk, flowing in a southwardly direction in a VTC pipe, the distance of 40' to an existing manhole having an invert elevation of 318.04 and a depth of 5', installed in an existing 15" VTC sewer line and being the extent of the herein described 10" VTC sewer line.

4. That this Agreement shall continue so long as LOWER ALSACE is the owner of the sanitary sewage collection facilities herein described and requires drainage into the Mt. Penn Borough sewage disposal plant, the said EXETER granting full permission for LOWER ALSACE to maintain, repair and operate the said ten (10") inch sanitary sewer lines hereinabove described during the continuance of this Agreement.

IN WITNESS WHEREOF, the parties to these presents have caused this Agreement to be executed by their respective officers with the intent to legally bind themselves, their successors and assigns the day and year first above written.

LOWER ALSACE TOWNSHIP

Edward L. Seasholtz
By James E. Stewart
President

ATTEST:

Alton J. Stewart
Secretary

EXETER TOWNSHIP

By James E. Stewart
President

ATTEST:

Richard L. Spring
Secretary

EXHIBIT E

A G R E E M E N T

MADE and CONCLUDED this *9th* day of *June*, 1955
BY and BETWEEN

LOWER ALSACE TOWNSHIP, a Township of the Second
Class of the Commonwealth of Pennsylvania, hereinafter referred
to as "LOWER ALSACE"

A N D

TOWNSHIP OF EXETER, a Township of the Second Class
of the Commonwealth of Pennsylvania, hereinafter referred to as
"EXETER".

WHEREAS, Berkshire Greens, Inc., a Pennsylvania
corporation, is about to convey, transfer and set over by appro-
priate deed and Bills of Sale to the Townships of Lower Alsace
and Exeter certain sanitary sewer lines and appurtenances, to-
gether with a pumping station and pumping equipment and a pump
house, and the land upon which the same is erected, comprising
1.21 acres situate in Exeter Township at the intersection of
Butter Lane and Bingaman Street; and

WHEREAS, the Townships of Lower Alsace and Exeter
have agreed to the joint maintenance and operation of the pump
house, pumping equipment and the land upon which the same are
located, and to share said costs of maintenance and operation;
and

WHEREAS, the parties hereto have agreed upon the
terms and conditions of said joint maintenance and operation as
aforesaid, and desire to evidence the same in writing

NOW, THEREFORE, THIS AGREEMENT * I T E M S E T * :

That for and in consideration of the mutual
covenants herein contained the parties hereto, their successors
and assigns, do hereby mutually covenant and agree as follows:

1. PERIODIC JOINT MEETINGS. Periodic joint meetings of LOWER ALSACE and EXETER shall be held from time to time as agreed upon between the Townships for the purpose of discussing maintenance and operation problems.

2. ALLOCATION OF OPERATIONAL AND MAINTENANCE COSTS. The percentage of operational and maintenance costs shall be divided or allocated between the two Townships based upon actual connections serviced by said pumping facilities in each Township and the number of connections shall be ascertained annually as of December 31st of the prior year. For the year 1955 the allocation shall be based upon actual connections as follows:

Lower Alsace Township - 168 connections
Exeter Township - - 56 connections

3. GENERAL MAINTENANCE AND OPERATION. LOWER ALSACE shall provide for and supervise oiling and general maintenance and operation of the pumps and shall receive and pay all bills and invoices relative thereto, keeping records of man-hours worked, costs of material and supplies, etc., and which costs shall be shared, divided and allocated between LOWER ALSACE and EXETER in the proportions hereinabove provided in accordance with the number of connections, and based upon statements to be submitted to EXETER on a quarterly basis.

4. MAINTENANCE OF LAND. These services shall be provided by LOWER ALSACE and adequate costs record shall be kept and the cost thereof shall be shared and divided by and between LOWER ALSACE and EXETER equally.

5. CAPITAL EXPENDITURES. Capital expenditures, as distinguished from ordinary maintenance costs, shall be made only after the approval of both Townships and the costs of such expenditures shall be shared between the Townships in the same proportion as maintenance costs are being shared during the year in which the capital expenditure is made, and any expenditure in

excess of \$ 750.00 will be deemed a capital expenditure as distinguished from a maintenance or operational cost.

6. GARDEN PLOTS. It is contemplated that with the consent of both Townships, garden plots may be leased to residents of LOWER ALSACE and EXETER in the pumping station plot or land in order to beautify the land and keep down the weeds; provided, however, that such leasing of garden plots shall be conducted in such manner as will in no wise interfere with the proper function and operation of the pumping station and the out-fall sewer lines; and provided further that any such garden plot leases shall be for a period of not in excess of one year and shall be terminable at the option of the Townships, lessors, on sixty (60) days notice.

7. FROPOSED ADDITIONAL SEWER LINES. This Agreement further contemplates that additional sanitary sewer lines may be conveyed and transferred by Berkshire Greens, Inc., to either LOWER ALSACE or EXETER, or both, if, as and when installed, and that the conditions of this Agreement shall apply to such lines and connections made thereto in the same manner as those lines and connections now existing, which are a part of the geographical area now being served by the pump house facilities herein described. Included among such proposed lines is one located in Exeter Township described as follows:

10" Collection line beginning at a manhole located south of Butter Lane and between Mayer Street and Opal Avenue; thence running in a southwestwardly direction parallel to Butter Lane, the distance of 650' to a manhole located in the Mt. Penn trunk line.

8. CONNECTING SEWER MAINS. That certain utility or connecting mains lying in Prospect Boulevard and George Avenue in Exeter Township are in fact the property of Lower Alsace Township Authority, Sewer District #1, and shall be regarded by both

of the parties hereto as necessary connecting lines or mains for the proper functioning of the complete sanitary sewer area contemplated by this Agreement, and such lines shall not be disturbed in their operation and function without the consent of Lower Alsace Township Authority.

The above connecting mains are more specifically described as follows:

GEORGE STREET - 10" line - Beginning at Butter Lane and extending westwardly to a point approximately 100' east of the intersection of Lenox Street and George Street - a distance of approximately 550'.

FROSPPECT STREET - 10" line - Beginning at the Lower Alsace-Exeter boundary line on Prospect Street and running in an easterly direction a distance of approximately 220' to the Mt. Penna main 15" trunk line, crossing Prospect Street at the bridge, to a point approximately 100' west of Butter Lane.

9. TRUNK LINES - SERVING BOTH TOWNSHIPS. There is attached to this Agreement, and marked Exhibit "A", a description of five (5) trunk lines or sanitary sewer lines serving both Townships, and the maintenance and repair thereof shall be shared jointly by the two Townships on an equal basis.

The provisions of this paragraph providing for joint maintenance and repair shall apply to any additional trunk lines which may be added to the system, and in fact only four (4) of the five (5) lines described herein are in actual existence; the fifth line, being a 10" collection line extending 650' along Butter Lane, (being the last described line in Exhibit "A") is a proposed line and referred to in paragraph 7 above.

10. AREA SERVED BY PUMPING FACILITIES. There is attached hereto, marked Exhibit "B", a map or plan showing the boundary lines of the area served or to be served by the pump house facilities herein described, together with a description of the area shown on said plan.

No extension of the area served by the present pumping facilities, and which area is described in Exhibit "B" attached hereto and made a part hereof, shall be made without the consent of both Townships.

11. DESCRIPTION OF PUMPING PLANTMENT. A description of the pumping equipment and facilities installed in the pumping station located at the intersection of Butter Lane and Bingaman Street in the Township of Exeter is attached hereto and marked Exhibit "C".

12. DESCRIPTION OF PUMP HOUSE AND TRACT OF LAND. A description of the triangular tract upon which the one-story brick sewerage pump house is erected, located at the intersection of Butter Lane and Bingaman Street in the Township of Exeter, containing 1.21 Acres, is attached hereto and marked Exhibit "D".

IN WITNESS WHEREOF, LOWER ALBANY TOWNSHIP has caused this Agreement to be signed by its Chairman, and its corporate seal affixed, attested by its Secretary; and EXETER TOWNSHIP has caused this agreement to be signed by its Chairman, and its corporate seal affixed, attested by its Secretary, the day and year first above written.

LOWER ALBANY TOWNSHIP

D. Paellmann
Chairman

ATTEST:

Alton J. Stump
Secretary

TOWNSHIP OF EXETER

Charles M. Dewald
Chairman

ATTEST:

Charles J. Spring
Secretary

EXHIBIT "A"

Mast Engineering Co., Inc.
325 Washington St.
Reading, Pa.

May 17, 1955.

Sewer Lines In Common

With

Lower Alsace And Exeter Townships

- 10" Collection line beginning at the boundary line with Lower Alsace Township between Emerald and Harvey Avenues; thence running southeastwardly parallel to and south of Harvey Avenue, the distance of 743' to a manhole located north of Butter Lane and between Emerald and Harvey Avenues, including two (2) manholes.
- 10" Collection line beginning at a manhole located north of Butter Lane and between Emerald and Harvey Avenues; thence running in a southerly direction a distance of 280' to a manhole located at the southwest corner of the intersection of Emerald Avenue and Butter Lane, including two (2) manholes.
- 10" Collection line beginning at a manhole located at the southwest corner of the intersection of Emerald Avenue and Butter Lane; thence running in a southeastwardly direction the distance of 250' to the pumphouse located south of the intersection of Butter Lane and Bingaman Street, including one (1) manhole.
- 6" Collection line, cast iron, beginning at the pump house located south of the intersection of Butter Lane and Bingaman Street; thence running in a southwardly direction along Butter Lane, the distance of 500' to a manhole located south of Butter Lane and between Mayer Street and E Opal Avenue.
- 10" Collection line beginning at a manhole located south of Butter Lane and between Mayer Street and Opal Avenue; thence running in a southwestwardly direction parallel to Butter Lane, the distance of 550' to a manhole located in the Mt. Penn trunk line.

EXHIBIT "B"

Area draining into pump house
Exeter Township and Lower Alsace

D E S C R I P T I O N

All the aforesaid areas situate in Lower Alsace and Exeter Township, draining into the pump house located in the intersection of Butter Lane, Filbert Street and Elizabeth Street.

Beginning at a point located 100 feet east of Butter Lane and 100 feet south of Coal Avenue, thence running in a northwestwardly direction, 100 feet south of and parallel to the aforesaid Coal Avenue, to a point, thence running in a northeastwardly direction, 200 feet northwestwardly from and parallel to Byron Street, to a point, thence running in a southwestwardly direction, 175 feet southwestwardly from and parallel to Harvey Avenue produced, to a point 400 feet northwestwardly from Friedensburg Road; thence running in a northeastwardly direction, 400 feet northwestwardly from and parallel to Friedensburg Road, to a point; thence running in a southeastwardly direction, 100 feet northeastwardly from and parallel to Park View Avenue produced, to a point located 100 feet southeastwardly from Butter Lane; thence in a southwardly direction, 100 feet southeastwardly from and parallel to Butter Lane to the place of beginning.

Mast Engineering Company May 12, 1955

EXHIBIT "C"

DESCRIPTION
of
PUMPING EQUIPMENT

Two (2) Teomans type 22V - 150GPM Shona Sewage ejectors
60' head.

Two (2) Valve Stands for Shona Ejectors.

One (1) 42" Diameter Air Storage Tank with valves to hold
air at 40 psi.

Two (2) #60 Rotary type Air Compressors. Each driven with
10 HP motor, 1150 W.M.

Two (2) Mechanical Force Feed Loricators.

One (1) 4" overflow line with check valve.

The above described ejectors or pumping equip-
ment has been installed and is now operating
in the pump house located in Exeter Township
at the intersection of Butter Lane and
Bingaman Street, complete with piping, elec-
trical lines, controls, starters and Panel
Board.

SCHEDULE "B"

DESCRIPTION
of
PUMP HOUSE TRACT

ALL THAT CERTAIN irregularly and triangularly shaped tract of land, together with the one-story brick sewerage pump house thereon erected, situate at the intersection of Butter Lane and Bingaman Street, as shown on plan of lots known as "Second Addition to Fernside", said plan being recorded in the Office for the recording of deeds in and for Berks County in Plan Book Vol. 6A, page 64, said tract being located in the Township of Exeter, Berks County, Pennsylvania, and being more particularly bounded and described as follows, to wit:

BEGINNING at a point of curve in the easterly curb line of Butter Lane, a fifty (50') feet wide street, opposite the intersection of Opal Avenue, a fifty (50') feet wide street, and the aforesaid Butter Lane; thence in a northwardly direction, along the easterly curb line of Butter Lane, by a line forming an interior angle of $191^{\circ} 44'$ with the chord of the curve to be described last, the distance of four hundred fifty-eight and eighty-four one hundredths (458.84') feet to a point in the intersection of Hilbert Street, a fifty (50') feet wide street, and the aforesaid Butter Lane; thence in a southeastwardly direction, by a line forming an interior angle of $61^{\circ} 34'$ with the last described line the distance of forty-six and eight one hundredths (46.08') feet to a point in the intersection of Bingaman Street, a fifty (50') feet wide street, and Butter Lane; thence still in a southeastwardly direction, along the center line of the aforesaid Bingaman Street, by a line forming an interior angle of $105^{\circ} 56'$ with the last described line, the distance of two hundred ninety-one and thirty-nine hundredths (291.39') feet to a point; thence in a southwestwardly direction by a line forming an interior angle of $107^{\circ} 19'$ with the last described line, the distance of three hundred twenty-two and six one hundredths (322.06') feet to a point in the curve of the easterly curb line of the aforesaid Butter Lane; thence in a northwardly direction along the aforesaid east curb line of Butter Lane, by a line curving to the left, said curve having a radius of one hundred thirty-five and seventeen one hundredths (135.17') feet, a central angle of $23^{\circ} 23'$; a chord distance of fifty-five (55') feet, and forming an interior angle of $28^{\circ} 27'$ with the chord of this curve and the last described line, the arc distance of fifty-five and thirty-six one hundredths (55.36') feet to the place of beginning.

CONTAINING 1.21 Acres, as shown on plan attached to the deed and made a part thereof.

SEWER MAINTENANCE FEE AGREEMENT

THIS SEWER MAINTENANCE FEE AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2016, by and between the ANTIETAM VALLEY MUNICIPAL AUTHORITY, a joint municipal authority incorporated pursuant to the Municipal Authorities Act, 53 Pa.C.S. § 5601 et seq., with its administrative office at 502 Butter Lane, Reading, Pennsylvania 19606 ("Authority"), and the TOWNSHIP OF EXETER, a second class township incorporated pursuant to the Second Class Township Code, 53 P.S. § 65101 et seq., with its administrative office at 4975 DeMoss Road, Reading, Pennsylvania 19606 ("Exeter").

BACKGROUND

WHEREAS, the Authority provides sewer service to a portion of Exeter in addition to the Borough of Mt. Penn, Lower Alsace Township, the Borough of St. Lawrence, and the City of Reading, all of which are municipalities within Berks County, Pennsylvania;

WHEREAS, the Authority is the 1982 municipal creation of the Borough of Mt. Penn and Lower Alsace Township and was formed for the purpose of owning and operating a sanitary sewage collection system and a wastewater treatment plant. The collection system and plant were previously operated by the Borough of Mt. Penn and Lower Alsace Township;

WHEREAS, on November 20, 1953, Exeter and Lower Alsace Township entered into a certain agreement where under Exeter permitted Lower Alsace Township to extend sanitary sewer lines within the portion of Exeter's sanitary sewer system referred to as "Sewer District #1" in order to deposit the sewage in the wastewater treatment plant also located in Exeter;

WHEREAS, on June 9, 1955, Berkshire Greens, Inc. conveyed its interest in certain sanitary sewer lines and appurtenances, a pump station subsequently named the F. Wanner Pumping Station (the "Pumping Station"), a pump house, and pumping equipment (collectively, the "Conveyed Property") located in Exeter referred to as "Sewer District #1" to Exeter and Lower Alsace Township for the purposes of carrying flow from the Borough of Mt. Penn and Lower Alsace Township through Exeter to the wastewater treatment plant;

WHEREAS, a map of the sewer system within "Sewer District #1" is attached hereto as Exhibit "A";

WHEREAS, by agreement dated June 9, 1955, Exeter and Lower Alsace Township agreed, among other things, to share the costs and maintenance of the Conveyed Property which agreement is still in effect;

WHEREAS, on December 6, 1991, Lower Alsace Township and Exeter entered into a fifty (50) year lease for the land upon which the F. Wanner Pump Station was built whereby Lower Alsace Township and Exeter leased the property to Lower Alsace Township until December 31, 2012;

WHEREAS, in 1982, Lower Alsace Township and the Borough of Mt. Penn transferred all of their title in the collection system and wastewater treatment plant owned by Lower Alsace Township and the Pumping Station to the newly created Antictam Valley Municipal Authority. Included in that transfer was Lower Alsace Township's interest in the land upon which the F. Wanner Pump Station is built;

WHEREAS, one hundred fifteen (115) customers within Sewer District #1 of Exeter connect to Exeter owned sanitary sewer lines that then connect to Authority sewer mains owned and maintained by the Authority (collectively the "Exeter Collection System"). The Exeter Collection System is depicted on Exhibit "B" hereto and the specific sections are highlighted in pink;

WHEREAS, the Authority and Exeter have long disputed ownership and responsibility for the maintenance of the Exeter Collection System;

WHEREAS, the Authority currently receives sewer rents from the one hundred fifteen (115) customers residing within Sewer District #1 of Exeter that connect to the Exeter Collection System and ultimately to the Authority mains and the wastewater treatment plant;

WHEREAS, the Exeter Collection System has been maintained by Exeter;

WHEREAS, the Authority anticipates expending approximately two and eighty-three hundredths percent (2.83%) of its 2015 budget on the maintenance of its sanitary sewer system;

WHEREAS, Exeter anticipates expending approximately eight and thirty-two hundredths (8.32%) of its 2015 sewer budget on the maintenance of its sanitary sewer system; and

WHEREAS, Exeter and the Authority seek to amicably resolve its dispute over which party is responsible for the maintenance of the Exeter Collection System.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, and in consideration of the provisions herein contained, the legal sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. Background. Authority and Exeter acknowledge that the provisions of the Background Section are true and correct, are incorporated herein by reference and form an integral part of this Agreement. The above referenced Agreements of 1953, 1955 and 1961 are fully ratified and restated and are not modified except as set forth herein

2. Maintenance of the Exeter Collection System. Exeter hereby agrees to fully maintain and keep in good repair the Exeter Collection System, at the sole cost and expense of Exeter. Exeter shall maintain the Exeter Collection System in good repair free from infiltration, inflow, cracks, leaking manholes and otherwise in the same condition as all other parts of its collection systems flowing to its own Wastewater Treatment Plant.

3. Title to Township Collection System. Title to the Exeter Collection System shall remain with Exeter.

4. Annual Maintenance Fee.

a. Because the Authority expended two and eighty-three hundredths percent (2.83%) of its 2015 budget on the maintenance of its system, and Exeter expended eight and thirty-two hundredths percent (8.32%) of its budget on the maintenance of its system, the parties agree to average the two expenditure percentages and arrive at five and five hundred seventy-five thousandths percent (5.575%) as the agreed upon figure for purposes of this Agreement as hereinafter set forth.

b. The Authority reviewed the annual sewer revenue for each of the one hundred fifteen (115) homes connected in the Exeter Collection System. In 2015, the average bill was Five Hundred Eighteen and 51/100 Dollars (\$518.51). Applying the five and five hundred seventy-five thousandths percent (5.575%) agreed upon percentage yields Twenty-Eight and 91/100 Dollars (\$28.91) per customer times the one hundred fifteen (115) customers or Three Thousand Three Hundred Twenty-Five and 00/100 Dollars (\$3,325.00) per year owed to Exeter by the Authority beginning with the calendar year 2016 and remaining the same through the end of the 2020 calendar year.

c. Calculation of Future Maintenance Fee. The Annual Maintenance Fee shall thereafter be adjusted every five (5) years, beginning in fiscal year 2021, to an amount equal to the average of the percentage spent by Exeter on maintenance as set forth in its audited financials for 2020 and the percentage spent by the Authority on maintenance as set forth in its audited financials in 2020, as set forth in paragraph 4(a) above. Such revised maintenance percentage shall remain in effect until the annual

maintenance fee is subsequently adjusted quinquennially in accordance with this Subsection (c). The parties hereto acknowledge that this percentage represents the arithmetic mean of the percentage of the audited financials that are expended by the Authority and by Exeter for sewer maintenance and covenant not to dispute the reasonableness of this percentage as an estimate of the annual maintenance costs that Exeter will incur to maintain the Exeter Collection System. In no event shall the re-adjustment be more than two percent (2.0%) (i.e. 5.575% to 7.575% or 5.575% to 3.575%) in any re-adjustment period. In addition, the agreed upon percentage shall then be applied to the average of the total bills of the one hundred fifteen (115) customers connected to the Exeter Collection System to form the annual total payment due by the Authority to Exeter.

d. Timing and Method of Payment. The first payment to Exeter by the Authority will be made upon execution of this Agreement by both parties. Future payments shall be made by the Authority and shall be received by Exeter on or before the 15th day of January of each calendar year.

5. Maintenance Costs for F. Wanner Pump Station. The Authority will hereinafter maintain and repair the Pumping Station at no cost to Exeter.

6. Exeter Acknowledgment. Exeter hereby acknowledges that the Authority has the sole discretion to set its own rates and other fees during its budgeting process. Exeter further agrees and understands that it has no right under this Agreement to require the Authority to charge any minimum sewer rental fee or charge, notwithstanding the fact that the Annual Maintenance Fee is calculated based upon the sewer rent fees and charges received by the Authority for its collection and processing of wastewater received from the Sewer Connections.

7. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by first-class or certified mail, return receipt requested, postage prepaid, or sent by nationally recognized overnight courier:

If to the Authority:

Antietam Valley Municipal Authority
502 Butter Lane
Reading, PA 19606
Attn: Office Manager

If to Exeter:

Exeter Township
4975 DeMoss Road
Reading, PA 19606
Attn: Township Manager

or to such other addresses or to such other persons as the parties shall have last designated by written notice to the other party.

8. Waiver. No failure on the part of either party to this Agreement to exercise, and no delay in exercising any right or remedy under this Agreement, or permitted or provided by statute, at law or in equity shall operate as a waiver thereof nor an estoppel thereto, nor shall any single or partial exercise by either party to this Agreement of any such right or remedy preclude any other or future exercise thereof, or the exercise of any other right or remedy.

9. Documents. Upon request by either party to this Agreement, the other party hereto shall execute and deliver to the requesting party such additional documents as shall be necessary or desirable to effectuate the intent of this Agreement.

10. Nonassignability. The rights and obligations arising under this Agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

11. Amendment. This Agreement may not be amended, modified or altered in any respect whatsoever except by further agreement, in writing and duly executed by all of the parties hereto.

12. Severability. Should any one or more of the provisions of this Agreement for any reason be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall, under the circumstances, be construed and enforced as if such illegal, invalid or unenforceable provision had not originally been contained herein.

13. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Construction. This Agreement is entered into subsequent to negotiations by both parties and shall not be more strictly construed against the preparing party.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without references to its principles of conflicts of law.

16. Captions. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

17. Entire Agreement. This writing and the exhibits attached hereto constitute the entire Agreement between the parties, and there are no other representations or agreements, verbal or written, other than those contained herein. This Agreement and the exhibits attached hereto may not be modified, amended or supplemented except by written agreement of all parties hereto.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in accordance with proper authorization of their respective Boards and have caused this instrument to be executed by their proper corporate officers, on the day and year first above written.

ANTIETAM VALLEY MUNICIPAL
AUTHORITY

Attest: _____
Secretary

By: _____
Chair of the Board of Directors

EXETER TOWNSHIP

Attest: _____
Secretary

By: _____
Chair of the Board of Supervisors

EXHIBIT "A"

EXHIBIT "B"

