

BILL NO. 51 -2007

AN ORDINANCE

AUTHORIZING THE CONVEYANCE OF 1900 CENTRE AVENUE TO COLONIAL ELECTRIC SUPPLY AND AUTHORIZING THE MAYOR TO EXECUTE ALL REQUISITE DOCUMENTS FOR UNDERTAKING OF THIS CONVEYANCE

WHEREAS, the City of Reading is the titled owner of premises situate at 1900 Centre Avenue, Reading, Berks County, Pennsylvania; and

WHEREAS, the City of Reading desires to transfer 1900 Centre Avenue, Reading, Berks County, Pennsylvania consisting of approximately 7437 square feet to the Colonial Electric Supply; and

WHEREAS, Colonial Electric Supply wishes to purchase and accept conveyance of 1900 Centre Avenue;

WHEREAS, Colonial Electric Supply owns property adjacent to 1900 Centre Avenue and desires to develop said tract in a manner that requires and to encompass the 7437 square feet of 1900 Centre Avenue;

WHEREAS, City of Reading intends to be bound and comply with the terms of this conveyance as set forth on the attached Exhibit A; and

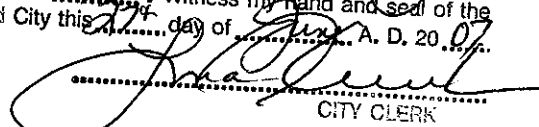
WHEREAS, the City of Reading intends to convey said premises.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Conveyance of 1900 Centre Avenue from the City of Reading to Colonial Electric Supply is hereby approved and authorized pursuant to the terms of the Purchase and Sales Agreement attached hereto as Exhibit "A," for the sum of \$ 5,000.

The Mayor of the City of Reading is hereby authorized to execute any and all documents required to complete conveyance of the 1900 Centre Avenue to Colonial Electric Supply, the Purchase and Sales Agreement attached hereto, a deed(s), accordingly transferring said premises from the City of Reading to Colonial Electric Supply, and any or all easements permitting the

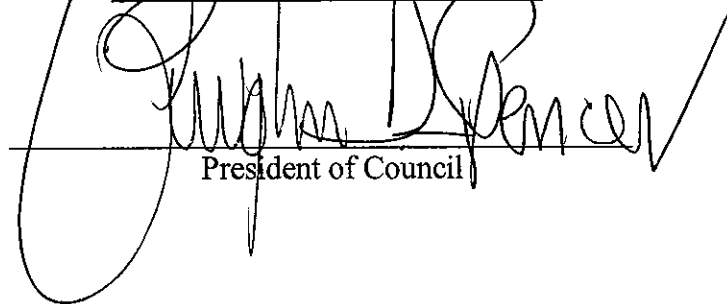
I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 25th day of June A. D. 20 07. Witness my hand and seal of the said City this 27th day of July A. D. 20 07.


CITY CLERK

City's continued use and addition of parking for Reading Phillies baseball games on said premises as well as any other required documents to complete the conveyance of legal title.

SECTION 2. This Ordinance will become effective in ten (10) days, in accordance with Charter Section 219.

Enacted June 25, 2007




President of Council

Attest:



City Clerk

(LAW DEPT.)

Submitted to Mayor: 

Date: 6-26-07

Received by the Mayor's Office: ms

Date: 6-26-07

Approved by Mayor: 

Date: 6/26/07

Vetoed by Mayor: _____

Date: _____

PURCHASE AND SALE AGREEMENT

between

The City of Reading, Pennsylvania

as Seller,

and

Colonial Electric Supply, Inc.

as Purchaser

July __, 2007

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the ____ day of July, 2007 (the "Effective Date"), by and between The City of Reading, Pennsylvania, a municipality ("Seller"), and Colonial Electric Supply, Inc., or its assignee ("Purchaser").

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. In this Agreement, the defined terms shall have the meanings set forth for them in the Section of this Agreement where defined.

1.2 Exhibits. The Exhibits listed below are attached to and incorporated into this Agreement. In the event of any inconsistency between such Exhibits and the terms and provisions of this Agreement, the terms and provisions of the Exhibits shall control. The Exhibits to this Agreement are:

- EXHIBIT A – Legal Description of the Land
- EXHIBIT B – Form of Deed
- EXHIBIT C – Form of Access Easement
- EXHIBIT D – Preliminary/Final Grading, Lighting & Landscaping Plan

2. PURCHASE AND SALE OF THE PROPERTY.

2.1 Purchase. For the consideration hereinafter set forth, and subject to the provisions contained herein, Seller hereby agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of the following (collectively, the "Property"):

(a) Approximately seven thousand four hundred thirty seven (7,437) square feet of real property located adjacent to 1900 Centre Avenue, in the City of Reading, Berks County, Pennsylvania, as more particularly described in Exhibit A, and depicted on the Preliminary/Final Grading, Lighting & Landscaping Plan attached hereto as Exhibit D, together with all reversions, remainders, easements, rights-of-way, appurtenances, hereditaments and water and mineral rights appertaining to or otherwise benefiting or used in connection with such real property, together with all of Seller's right, title and interest in and to any strips of land, streets, and alleys abutting or adjoining such real property (the "Land");

(b) All existing improvements and open parking facilities placed, constructed, installed or located on the Land (collectively, the "Improvements"; the Land and Improvements are sometimes hereinafter collectively referred to as the "Real Property");

(c) All right, title and interest of Seller in and to all contracts, if any, including, without limitation, all construction contracts, contracts for repair or maintenance, and contracts for the provision of services, relating to the Real Property, to the extent assignable (the "Contracts");

(d) All right, title and interest of Seller in and to all unexpired warranties, guaranties and bonds, including, without limitation, contractors' and manufacturers' warranties or guaranties, relating to the Real Property, to the extent assignable (the "Warranties"); and

2.2 Purchase Price. The purchase price for the Property shall be five thousand and No/100 Dollars (\$5,000.00) (the "Purchase Price"). The Purchase Price, subject to adjustment in accordance with

Article 9, shall be paid at the closing of the purchase contemplated hereby (the "Closing") in cash, by certified check, cashier's check, wire transfer, or other immediately available funds.

2.3 Property Defects Disclosure.

(a) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The Property has been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.

(b) The provisions of this Section will survive the performance of this Agreement.

3. INVESTIGATION OF THE PROPERTY.

3.1 Seller's Deliveries. Within twenty (20) days after the Effective Date, Seller shall, at its sole expense, deliver or cause to be delivered to Purchaser, the following:

(a) Copies and Descriptions. Copies of all material documents and information concerning the physical condition of the Property in Seller's possession, including surveys, site plans, building plans, environmental reports, existing title policies, and tax bills.

(b) Title Insurance Commitment. A current title insurance commitment or preliminary title report issued by _____ ("Title Company") including copies of all recorded matters affecting title referred to therein (collectively, the "Title Commitment"), contemplating the issuance by Title Company of an ALTA owner's policy of title insurance (the "Title Policy") insuring such title to the Real Property in Purchaser in the amount of the Purchase Price, subject to the satisfaction of the requirements of the instruments to be delivered at the Closing as contemplated hereby.

3.2 Notification. In the event Purchaser is specifically required to disclose any such information to a court or governmental entity pursuant to applicable law or pursuant to a directive or order issued by a governmental entity, prior to disclosing such information, Purchaser shall notify Seller in writing and provide Seller with a copy of the order or directive issued by such court or governmental entity and with copies of all information that Purchaser intends to disclose. Whenever possible, such notice and information shall be provided to Seller by Purchaser in writing at least five (5) business days prior to disclosure of such information to any court or governmental authority.

3.3 It is understood that Purchaser has inspected the Property before signing this Agreement (including fixtures and any personal property specifically scheduled herein), or has waived the right to do so, and has agreed to purchase it in its present condition unless otherwise stated in this Agreement.

4. TITLE AND COSTS.

4.1 The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER, the following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of road, easements visible upon the ground, easements of record, privileges or rights of public service companies, land use restrictions pursuant to property enrollment in a preferential tax program, if any; (hereafter "Permitted Exceptions") otherwise the

title to the above described real estate will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.

4.2 In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, as specified in paragraph 4.1, Purchaser shall have the option of: (1) Taking such title as Seller can give, with not change to the selling price; or (2) Being repaid all monies paid by Purchaser to Seller on account of Purchase Price and being reimbursed by Seller for any costs incurred by Purchaser for those items specified in paragraph 4.3 and in paragraph 4.4 items (1), (2), (3); in which case there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID.

4.3 Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate legal description of the Property (or the correction thereof), will be secured and paid for by Seller. However, any survey or surveys desired by Purchaser or required by the mortgage lender will be secured and paid for by Purchaser.

4.4 Buyer will pay for the following: (1) Title search, title insurance and/or mechanics lien insurance or fee for cancellation of same, if any; (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, and cancellation fees, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.

5. SELLER'S REPRESENTATIONS AND WARRANTIES.

5.1 Authority. Seller represents and warrants to Purchaser that Seller is a Municipal Corporation duly organized and existing and in good standing under the laws of the Commonwealth of Pennsylvania. Seller has the full right and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement, and all requisite governmental action has been taken by Seller in connection with the execution of this Agreement and the documents referenced herein and the consummation of the transactions contemplated hereby. Each of the Persons signing this Agreement on behalf of Seller is authorized to do so. Seller shall furnish to Purchaser such documents to evidence such authority prior to closing.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES.

Purchaser represents and warrants to Seller that Purchaser is a corporation, duly organized and existing and in good standing under the laws of the Commonwealth of Pennsylvania. Purchaser has the full right and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement. All requisite corporate action has been taken by Purchaser in connection with the execution of this Agreement and the documents referenced herein and the consummation of the transactions contemplated hereby. Each of the Persons signing this Agreement on behalf of Purchaser is authorized to do so. Purchaser shall furnish to Seller any and all documents to evidence such authority as Seller shall reasonably request.

7. CONDITIONS PRECEDENT TO CLOSING.

7.1 Purchaser's Conditions. Purchaser shall not be obligated to close the transaction contemplated hereunder unless each of the following conditions shall be satisfied on the Closing Date:

(a) **Performance.** Seller shall have performed, in all material respects, its obligations hereunder to be performed on or before the Closing Date.

(b) **Title Policy.** Title Company shall issue (or commit unconditionally to issue) the Title Policy, at the regular rate, subject only to Permitted Exceptions.

(c) Accuracy of Representations. The representations and warranties of Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date.

7.2 Seller's Conditions. Seller shall not be obligated to close the transaction contemplated hereunder unless each of the following conditions shall be satisfied on the Closing Date:

(a) Performance. Purchaser shall have performed, in all material respects, its obligations hereunder to be performed on or before the Closing Date.

(b) Accuracy of Representations. The representations and warranties of Purchaser in Article 6 shall be true and correct in all material respects on and as of the Closing Date.

(c) Payment of Amounts Due. All amounts due as of the Closing Date shall have been paid in full.

(d) Closing. The Closing Date shall occur on July 5, 2007.

7.3 Failure of Conditions. If any condition specified in Section 7.1 above is not satisfied on or before the Closing, then at Purchaser's option, (a) if Seller notifies Purchaser (which Seller shall have no obligation to do) that Seller would like to attempt to cure or satisfy any such condition that is susceptible of cure, Purchaser may at its option extend the date for Closing to allow Seller a sufficient time (but not to exceed sixty (60) days) within which to cure or satisfy any such condition, in which case Seller shall immediately commence prosecution of such cure or satisfaction and diligently pursue same to completion, at which time a new Closing shall be scheduled within ten (10) days after completion of such cure or satisfaction, (b) Purchaser may waive such condition either at the time originally established for Closing or at any time thereafter until the end of the cure period provided pursuant to clause (a) above, or (c) Purchaser may terminate this Agreement by written notice thereof to Seller, either at the time originally established for Closing or at the end of the cure period provided pursuant to clause (a) above, if by the end of such cure period such condition has not been cured, in which case the parties shall thereupon be relieved of all further obligations hereunder other than the obligations that, by their terms, survive the termination of this Agreement.

8. CLOSING.

8.1 Time of Closing. The Closing shall take place in the offices of Title Company at _____ .m. on the _____ (_____) day after the Effective Date.

8.2 Deliveries. At the Closing, the following shall occur:

(a) Deed. Seller shall deliver to Purchaser a duly executed and acknowledged special warranty deed in substantially the form and content of Exhibit B, conveying the Real Property to Purchaser, warranting title against matters affecting title created by, through or under Seller, except for matters of record and the Permitted Exceptions.

(b) Purchase Price. Purchaser shall pay to Seller the Purchase Price as provided in Section 2.2, subject to the adjustments described in Article 9.

(c) Possession. Possession of the Property shall be delivered to Purchaser.

(d) Affidavit. Seller shall execute and deliver to Purchaser and Title Company an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(e) Access Easement. Purchaser and Seller shall each execute and deliver to the other an easement, in substantially the form and content of Exhibit C, whereby the parties agree to the execution and recordation of a non-exclusive access easement for the interior roadways, parking areas and other uses servicing the lots to provide for the non-exclusive use of and access to certain interior roadways and parking areas that are located on or adjacent to the Property and other uses for the benefit of the existing and proposed renovations under the terms and conditions set forth therein.

(f) Additional Documents. Seller and Purchaser shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

9. PRORATIONS AND CLOSING EXPENSES.

9.1 Closing Adjustments. The cash due at Closing pursuant to Section 2.2 shall be subject to adjustment as of the Closing Date in accordance with the following provisions:

(a) Taxes. Real property taxes and assessments, including any special assessments, on the Real Property for the year of the Closing shall be prorated to the Closing Date based on the most recent assessed valuations and mill levy available, which proration shall be deemed a final settlement between the parties.

(b) Closing Costs. Seller shall pay the cost of recording any instruments required to discharge any liens or encumbrances against the Property, one-half of Title Company's escrow or settlement fees, and Seller's other customary closing costs. Purchaser shall pay for the premium for the Title Policy, the cost of recording Seller's deed, all transfer, sales and conveyance taxes, all applicable roll-back taxes, one-half of Title Company's escrow or settlement fees, and Purchaser's other customary closing costs.

(c) Utilities. Seller shall be responsible for the payment of all utility charges incurred prior to the Closing Date. Seller shall not receive credit for security deposits, if any, posted with utility companies, and Seller may seek return thereof following the Closing.

(d) Contracts. Amounts due or prepaid under any of the Contracts assigned to Purchaser hereunder shall be prorated as of the Closing Date.

9.2 Settlement Statement. At the Closing, Seller and Purchaser shall execute a Closing settlement statement to reflect the credits, pro-rations, and adjustments contemplated by or specifically provided for in this Agreement.

9.3 Post-Closing Adjustments. Except as expressly herein provided, Seller shall be entitled to all income, and shall pay all expenses, relating to the operation of the Property for the period prior to the Closing Date, and Purchaser shall be entitled to all income, and shall pay all expenses, relating to the operation of the Property for the period commencing on the Closing Date. Purchaser and Seller shall undertake, following Closing, to adjust between themselves, as of the Closing Date, any income or expenses of the Property that are not adjusted on the settlement statement.

10. CASUALTY DAMAGE. Notice and Estimate. In the event that the Property is damaged by any casualty prior to Closing, Seller shall promptly give Purchaser written notice of such occurrence, and as soon thereafter as practicable shall provide Purchaser with an estimate made by an architect, engineer

or contractor selected by Seller of the cost and amount of time required to repair such damage. Purchaser may either terminate this Agreement or shall be given an opportunity to review and approve any construction contract that Seller proposes to enter into to have such damage repaired, and Purchaser shall not unreasonably withhold, condition or delay such approval.

11. CONDEMNATION. Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately notify Purchaser, in writing, of such proceedings. Purchaser shall have the option to terminate this Agreement by providing written notice to Seller within fifteen (15) days after Purchaser learns of the filing of such proceedings, in which case Seller shall return to Purchaser all moneys paid on account of the purchase price by Purchaser.

12. REMEDIES.

12.1 Breach by Seller. Time is of the essence with respect to Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder, Purchaser, at Purchaser's option, shall be entitled to terminate this Agreement. Purchaser shall be permitted to recover costs and expenses of enforcement of this Agreement (including reasonable attorneys' fees).

12.2 Breach by Purchaser. Time is of the essence with respect to Purchaser's obligations hereunder. If Purchaser fails to comply with any material obligations hereunder, Seller shall be entitled to retain the sums paid by Purchaser, including deposit monies, as liquidated damages. If Seller elects to retain all sums paid by Buyer, including deposit monies, Purchaser shall be released from further liability or obligation.

13. GENERAL PROVISIONS.

13.1 Construction. As used in this Agreement, the singular shall include the plural and any gender shall include all genders as the context requires and the following words and phrases shall have the following meanings: (a) "including" shall mean "including without limitation"; (b) "provisions" shall mean "provisions, terms, agreements, covenants and/or conditions"; (c) "lien" shall mean "lien, charge, encumbrance, title retention agreement, pledge, security interest, mortgage and/or deed of trust"; (d) "obligation" shall mean "obligation, duty, agreement, liability, covenant and/or condition"; (e) "any of the Property" shall mean "the Property or any part thereof or interest therein"; and (f) "any of the Real Property" shall mean "the Real Property or any part thereof or interest therein."

13.2 Brokers. Seller and Purchaser each hereby represent and warrant to the other that their sole contact with the other or with the Property has been made without the assistance of any broker or other third party. Purchaser and Seller shall each indemnify, defend and hold the other party and each Affiliate of such party harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, reasonable attorneys' fees) resulting from the breach by the indemnifying party of the representations, warranties, and covenants set forth in this Section 13.2. Purchaser's and Seller's obligations under this Section 13.2 shall survive the Closing and termination of this Agreement.

13.3 Further Assurances. Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may be required to carry out the intent and purposes of this Agreement.

13.4 Entire Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this

Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement; and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

13.5 Survival. The obligations of the parties hereunder, to the extent not fully performed or discharged by or through the Closing, shall not be deemed merged into any instrument delivered at Closing, shall survive Closing, and shall remain fully enforceable thereafter.

13.6 Dates. If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the Closing Date) should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

13.7 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Land is located.

13.8 Notices. All notices, demands or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service, addressed as follows; or as of the business day of by facsimile to the facsimile number set forth below:

If to Seller:

City of Reading
815 Washington Street
Reading, PA 19601
Attn: City Clerk
Telecopy: 610-655-6697

with a copy to:

City of Reading
815 Washington Street
Reading, PA 19601
Attn: Department of Law
Telecopy: 610-655-6427

If to Purchaser:

Colonial Electric Supply, Inc.
204 W. Church St.
King of Prussia, PA 19406
Attn: Gary Koch
Telecopy: (610) 373-2427

with a copy to:

Cureton Caplan, P.C.
3000 Midlantic Drive, Suite 200
Mt. Laurel, NJ 08075
Attn: Thomas A. Clark, III
Telecopy: (856) 824-1008

Any address or telecopy number fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 13.8.

13.9 Headings. The headings of Articles and Sections of this Agreement are for purposes of convenience and reference and shall not be construed as modifying the Articles or Sections in which they appear.

13.10 Assignment. Purchaser may assign this Agreement with prior written notice delivered to Seller three (3) business days prior to the effective date of any such assignment. Assignee shall assume all obligations imposed on Purchaser as if the assignee were the original purchaser in this Agreement.

13.11 Successors and Assigns. Subject to Section 13.10, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

13.12 Attorneys' Fees. If either party commences an action to enforce the terms of, or resolve a dispute concerning, this Agreement, the court shall award the prevailing party in such action all costs and expenses incurred by such party in connection therewith, including reasonable attorneys' fees.

13.13 Severability. If any provision of this Agreement is declared void or unenforceable by a final judicial or administrative order, this Agreement shall continue in full force and effect, except that the void or unenforceable provision shall be deemed deleted and replaced with a provision as similar in terms to such void or unenforceable provision as may be possible and be valid and enforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date(s) set forth below, but as of the Effective Date.

SELLER:

City of Reading, Pennsylvania

Date: _____, 2007

By: _____
Name: _____
Title: _____

PURCHASER:

Colonial Electric Supply, Inc., a Pennsylvania corporation

Date: _____, 2007

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

PREPARED BY AND RETURN TO:

SPECIAL WARRANTY DEED

THIS DEED, made this _____ day of _____, 20 ____.

BETWEEN _____, a _____ corporation, hereinafter called the "Grantor", of the one part, and _____, a _____ corporation, hereinafter called the "Grantee", of the other part.

WITNESSETH, that in consideration of _____ (\$_____) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, its successors and assigns, the real property situated in _____ County, _____, which is described on Exhibit A attached hereto and made a part hereof, subject only to the Permitted Exceptions listed on Exhibit B attached hereto and made a part hereof.

AND, the said Grantor does hereby covenant to and with the said Grantee, that it, the said Grantor, its successors and/or assigns,

SHALL AND WILL Warranty and forever defend the hereinabove described premises, with the hereditaments and appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or 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.

_____, a _____ corporation

By: _____
Type Name: _____
Title: _____

STATE/Commonwealth of _____)
) SS.
COUNTY OF _____)

ON THIS _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a _____ corporation, and that he/she as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the _____ by himself/herself as such _____.

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

Type Name: _____
Notary Public

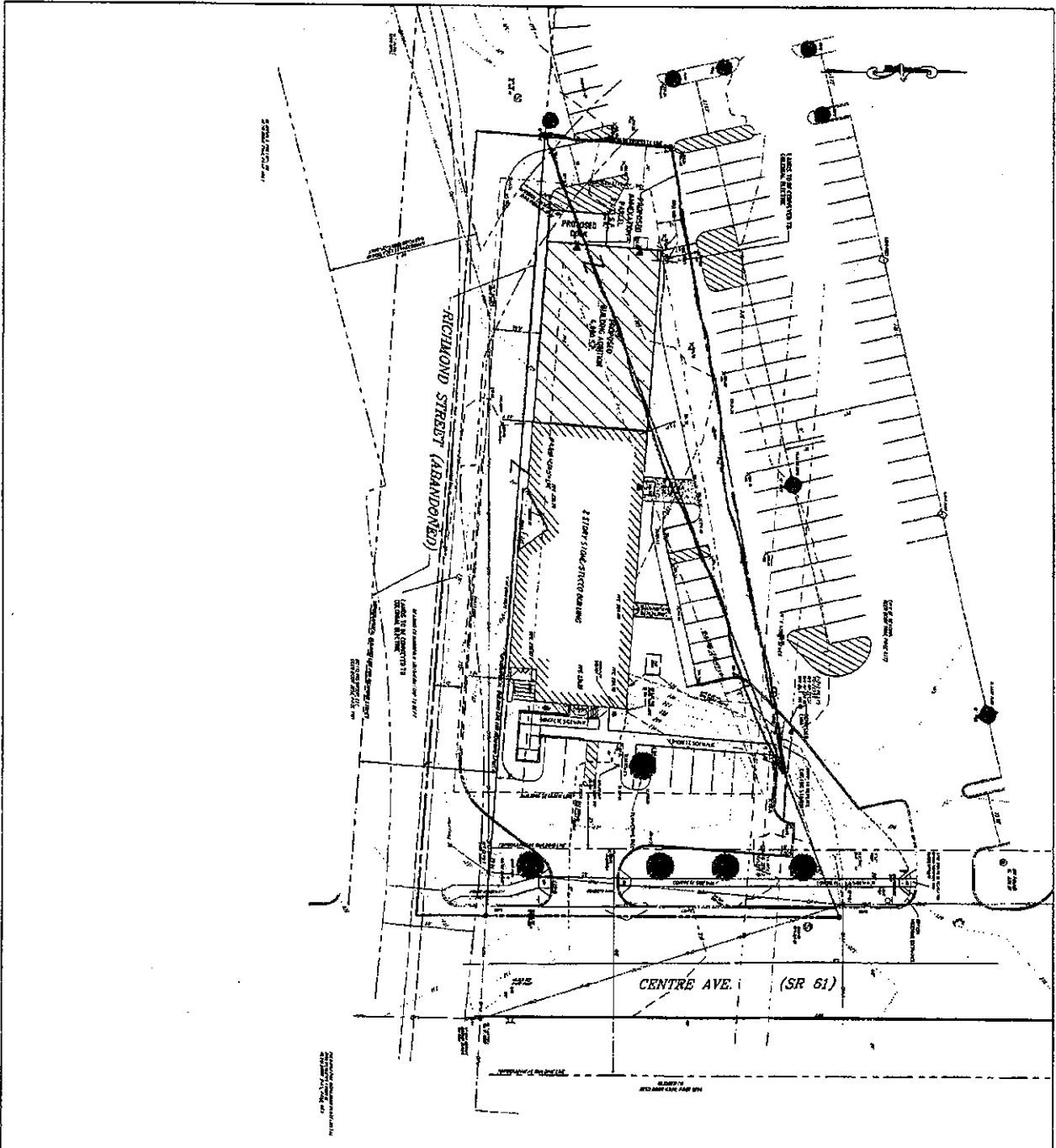
My commission expires: _____

The address of the Grantee is:

EXHIBIT C

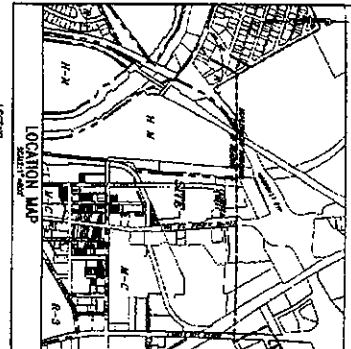
FORM OF ACCESS EASEMENT

EXHIBIT D



SMS NOTATION
 1/8" = 1'-0" (VERTICAL)
 1/8" = 10'-0" (HORIZONTAL)

- 1. ALL EXISTING UTILITIES TO REMAIN TO BE SHOWN AS DASHED LINES.
- 2. ALL NEW UTILITIES TO BE SHOWN AS SOLID LINES.
- 3. ALL EXISTING UTILITIES TO BE REMOVED TO BE SHOWN AS DASHED LINES WITH AN 'X' THROUGH THEM.
- 4. ALL NEW UTILITIES TO BE SHOWN AS SOLID LINES WITH AN 'X' THROUGH THEM.
- 5. ALL EXISTING UTILITIES TO BE REMOVED TO BE SHOWN AS DASHED LINES WITH AN 'X' THROUGH THEM.
- 6. ALL NEW UTILITIES TO BE SHOWN AS SOLID LINES WITH AN 'X' THROUGH THEM.
- 7. ALL EXISTING UTILITIES TO BE REMOVED TO BE SHOWN AS DASHED LINES WITH AN 'X' THROUGH THEM.
- 8. ALL NEW UTILITIES TO BE SHOWN AS SOLID LINES WITH AN 'X' THROUGH THEM.
- 9. ALL EXISTING UTILITIES TO BE REMOVED TO BE SHOWN AS DASHED LINES WITH AN 'X' THROUGH THEM.
- 10. ALL NEW UTILITIES TO BE SHOWN AS SOLID LINES WITH AN 'X' THROUGH THEM.
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- 14. ALL NEW UTILITIES TO BE SHOWN AS SOLID LINES WITH AN 'X' THROUGH THEM.
- 15. ALL EXISTING UTILITIES TO BE REMOVED TO BE SHOWN AS DASHED LINES WITH AN 'X' THROUGH THEM.
- 16. ALL NEW UTILITIES TO BE SHOWN AS SOLID LINES WITH AN 'X' THROUGH THEM.
- 17. ALL EXISTING UTILITIES TO BE REMOVED TO BE SHOWN AS DASHED LINES WITH AN 'X' THROUGH THEM.
- 18. ALL NEW UTILITIES TO BE SHOWN AS SOLID LINES WITH AN 'X' THROUGH THEM.
- 19. ALL EXISTING UTILITIES TO BE REMOVED TO BE SHOWN AS DASHED LINES WITH AN 'X' THROUGH THEM.
- 20. ALL NEW UTILITIES TO BE SHOWN AS SOLID LINES WITH AN 'X' THROUGH THEM.



CONSTRUCTION ASSOCIATES, LLC.
 2901 BRANT STREET, READING, PA 19604

COLONIAL ELECTRIC SUPPLY
 CITY OF PHILADELPHIA, MERCY COUNTY, PENNSYLVANIA

PRELIMINARY/FINAL
GRADING, LIGHTING & LANDSCAPING PLAN



STACKHOUSE BENSINGER INC.
 LANDSCAPE ARCHITECTURE - CIVIL ENGINEERING - LAND FINANCING
 MUNICIPAL CONSULTING - TRAFFIC ENGINEERING - SURVEYING

230 WEST BOLDEN AVENUE, SHARPSBURG, PA 17093
 717-654-7700 FAX 717-654-7701
 EMAIL: sb@stackhouse.com

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