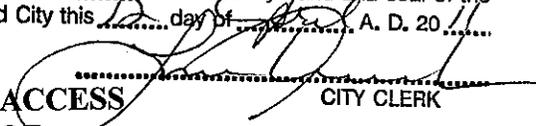


BILL NO. 16 -2011
AN ORDINANCE

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 28 day of March A. D. 20 11. Witness my hand and seal of the said City this 28 day of March A. D. 20 11.


CITY CLERK

AUTHORIZING THE MAYOR TO EXECUTE AN ACCESS AGREEMENT, WHICH INCLUDES A MEMORANDUM OF UNDERSTANDING, BETWEEN THE CITY OF READING AND EXIDE TECHNOLOGIES, THEREBY GIVING EXIDE TECHNOLOGIES PERMISSION TO ENTER ONTO PROPERTY KNOWN AS BERNHART PARK LOCATED ALONG SPRING VALLEY ROAD IN MUHLENBERG TOWNSHIP, BERKS COUNTY, PENNSYLVANIA, ("THE SITE"), AND DESCRIBED MORE FULLY BELOW, TO PERFORM WORK TO REMEDIATE THE SITE AS NEGOTIATED BY THE CITY OF READING AND EXIDE TECHNOLOGIES AS A RESULT OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S (USEPA) ADMINISTRATIVE ORDER ON CONSENT (USEPA DOCKET NUMBER RCRA-III-3-2000-002TH) AS WELL AS TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WHICH ADDRESSES THE SCOPE OF WORK ITEMS NEGOTIATED WITH THE CITY OF READING REGARDING THE SITE THAT WERE NOT MANDATED BY THE USEPA NOR INCLUDED AS PART OF THE REVISED WORK PLAN, AS DESCRIBED MORE FULLY BELOW.

WHEREAS, the City is the owner of a certain tract or parcel of recreational real property commonly known as Bernhart Park and located along Spring Valley Road in Muhlenberg Township, Berks County, Pennsylvania, as more particularly described in a deed of title appended hereto and incorporated herein by reference as Exhibit "A", said tract or parcel together with all rights and appurtenances belonging or pertaining thereto being hereinafter referred to as "the Site"; and

WHEREAS, Exide operates a facility ("the Facility") at the intersection of Spring Valley Road and Nolan Street in the Borough of Laureldale and Muhlenberg Township, Berks County, Pennsylvania; and

WHEREAS, the Facility is a secondary lead smelter which recycles used lead-acid batteries, battery parts, and other lead-bearing materials; and

WHEREAS, the Facility is located west and northwest of the Site; and

WHEREAS, years of lead smelter operations at the Facility prior to the installation of air pollution controls with the advent of the Clean Air Act, 42 U.S.C. §7401 *et seq.*, contributed to lead emissions that impacted soil at properties in the vicinity of the Facility, including the Site; and

WHEREAS, the United States Environmental Protection Agency ("USEPA") issued Exide an *Administrative Order on Consent* (USEPA Docket Number RCRA-III-3-2000-002TH effective March 3, 2001) ("AOC") directing among other things that Exide determine concentrations of lead in soil at the Site, develop site specific soil cleanup

levels for the Site, submit a Remediation Work Plan for remediation of soils at the Site exceeding site specific soil cleanup levels developed, and implement the Remediation Work Plan; and

WHEREAS, Exide determined the concentrations of lead in soil at the Site, developed site specific soil cleanup levels, and proposed the site specific soil cleanup levels to the USEPA for approval; and

WHEREAS; the USEPA accepted site specific soil cleanup levels developed by Exide for certain portions of the Site and requested that Exide apply to other areas of the Site a residential soil cleanup level established by the USEPA for residential properties in the vicinity of the Site; and

WHEREAS; Exide has agreed to the cleanup levels requested by the USEPA; and

WHEREAS, Exide prepared a document titled "Bernhart Park Remediation Work Plan" dated August 23, 2010 ("Work Plan") specifying remedial actions to be performed at the Site in order to complete the soil remediation required by the USEPA, a copy of which is appended hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the Work Plan includes revisions in response to concerns raised by the City and other affected stakeholders; and

WHEREAS, USEPA has approved the Work Plan; and

WHEREAS, Exide has entered into a separate *Memorandum of Understanding* with the City, a copy of which is appended to this Agreement and incorporated herein by reference as Exhibit "C", to address scope of work items negotiated with the City that were not mandated by USEPA nor included in the Work Plan (the Work Plan and the *Memorandum of Understanding* between the City and Exide shall hereinafter be collectively referred to as "the Work"); and

WHEREAS, the AOC requires Exide to obtain an Access Agreement from the City prior to commencing the Work; and

WHEREAS, the City has agreed to grant Exide, its authorized employees, servants, agents, consultants and contractors, limited access to the Site to perform the Work, conditional upon the Work in its current form receiving final approval from USEPA, subject to and upon the conditions set forth herein.

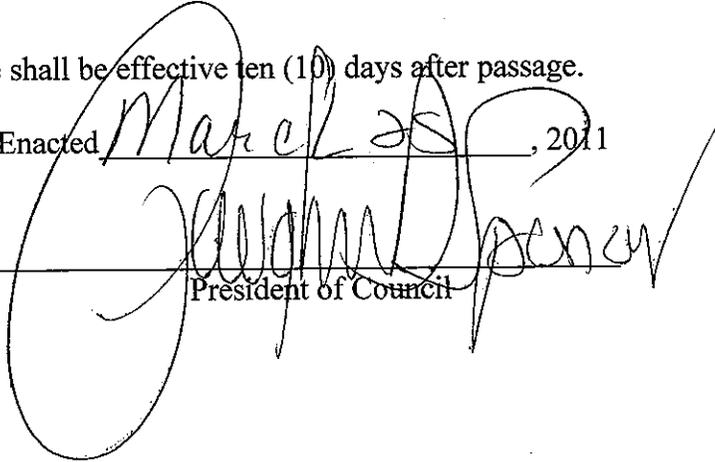
NOW, THEREFORE, in consideration of the mutual benefits to be derived from allowing Exide to conduct the Work at the Site, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereby covenant and agree as follows:

THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute an Access Agreement, which includes a Memorandum of Understanding, between the City of Reading and Exide Technologies, thereby giving Exide Technologies permission to enter onto property known as Bernhart Park located along Spring Valley Road in Muhlenberg Township, Berks County, Pennsylvania, ("the Site"), and described more fully below, to perform work to remediate the Site as negotiated by the City of Reading and Exide Technologies as a result of the United States Environmental Protection Agency's (USEPA) Administrative Order on Consent (USEPA Docket Number RCRA-III-3-2000-002TH) as well as to execute the Memorandum of Understanding which addresses the scope of work items negotiated between the City of Reading and Exide Technologies regarding the site that were not mandated by the USEPA nor included as part of the revised work plan, as described more fully below.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted March 28, 2011



President of Council

Attest:

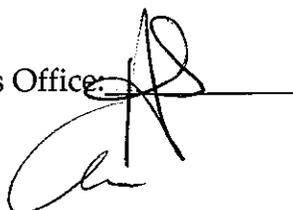


City Clerk

(LAW DEPT.)

Submitted to Mayor:  _____

Date: 3/29/11

Received by the Mayor's Office:  _____

Date: 3-30-11

Approved by Mayor:  _____

Date: 3/30/11

Vetoed by Mayor

Date: _____

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2011, between Exide Technologies ("Exide"), a corporation doing business with an address at 3000 Montrose Avenue, Reading, Berks County, Pennsylvania, and the City of Reading, ("the City"), a municipal corporation, with an address at 815 Washington Street, Reading, Berks County, Pennsylvania.

WITNESSETH:

WHEREAS, the City is the owner of a certain tract or parcel of recreational real property commonly known as Bernhart Park and located along Spring Valley Road in Muhlenberg Township, Berks County, Pennsylvania, as more particularly described in a deed of title appended hereto and incorporated herein by reference as Exhibit "A", said tract or parcel together with all rights and appurtenances belonging or pertaining thereto being hereinafter referred to as "the Site"; and

WHEREAS, Exide operates a facility ("the Facility") at the intersection of Spring Valley Road and Nolan Street in the Borough of Laureldale and Muhlenberg Township, Berks County, Pennsylvania; and

WHEREAS, the Facility is a secondary lead smelter which recycles used lead-acid batteries, battery parts, and other lead-bearing materials; and

WHEREAS, the Facility is located west and northwest of the Site; and

WHEREAS, years of lead smelter operations at the Facility prior to the installation of air pollution controls with the advent of the Clean Air Act, 42 U.S.C. §7401 *et seq.*, contributed to lead emissions that impacted surrounding soil at properties including in the vicinity of the Facility, including the Site; and

WHEREAS, the United States Environmental Protection Agency ("USEPA") issued Exide an *Administrative Order of Consent* (USEPA Docket Number RCRA-III-3-2000-002TH effective March 3, 2001)("AOC") directing among other things that Exide determine concentrations of lead in soil at the Site, develop site specific soil cleanup levels for the Site, submit a Remediation Work Plan for remediation of soils at the Site exceeding site specific soil cleanup levels developed, and implement the Remediation Work Plan; and

WHEREAS, Exide determined the concentrations of lead in soil at the Site, developed site specific soil cleanup levels, and proposed the site specific soil cleanup levels to the USEPA for approval; and

WHEREAS, the USEPA accepted site specific soil cleanup levels developed by Exide for certain portions of the Site and requested that Exide apply to other areas of the Site a residential soil cleanup level established by the USEPA for residential properties in the vicinity of the Site; and

WHEREAS, Exide has agreed to the cleanup levels requested by the USEPA; and

WHEREAS, Exide prepared a document titled "Bernhart Park Remediation Work Plan" dated August 23, 2010 ("Work Plan") specifying remedial actions to be performed at the Site in order to complete the soil remediation required by the USEPA, a copy of which is appended hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the Work Plan includes revisions in response to concerns raised by the City and other affected stakeholders; and

WHEREAS, USEPA has approved the Work Plan; and

WHEREAS, Exide has entered into a separate *Memorandum of Understanding* with the City, a copy of which is appended to this Agreement and incorporated herein by reference as Exhibit "C", to address scope of work items negotiated with the City that were not mandated by USEPA nor included in the Work Plan (the Work Plan and the *Memorandum of Understanding* between the City and Exide shall hereinafter be collectively referred to as "the Work"); and

WHEREAS, the AOC requires Exide to obtain an Access Agreement from the City prior to commencing the Work; and

WHEREAS, the City has agreed to grant Exide, its authorized employees, servants, agents, consultants and contractors, limited access to the Site to perform the Work, conditional upon the Work in its current form receiving final approval from USEPA, subject to and upon the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from allowing Exide to conduct the Work at the Site, and such other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereby covenant and agree as follows:

1. Authorization of Access; Conditions.

(a) The City hereby grants to Exide and its authorized employees, agents, servants, consultants and contractors, access to enter the Site at the sole risk and expense of Exide, at reasonable times to be pre-arranged with the City promptly after EPA approval of the Work, in a manner consistent with the terms and conditions of this Agreement, for the purpose of performing the Work.

(b) The Work shall be performed in a good and workman-like manner.

(c) As the owner of the Site, the City shall have the right, but not obligation, to have a representative present for the duration of Exide's performance of the Work.

(d) Exide, its authorized employees, servants, agents, contractors and consultants, shall exercise due care while at the Site.

(e) Exide shall release, acquit, quit-claim and forever discharge, and by virtue of these presents, does for itself, its successors and assigns, hereby release, acquit, and forever discharge the City and its officers, directors, elected officials, employees, agents, attorneys, and all of their successors and assigns, of and from any injury, loss of or damage to Exide or any of its employees', agents', consultants' and/or contractors' persons, property and equipment while those persons, property or equipment is or are in or at the Site resulting from or arising out of Exide's performance of the Work, except to the extent such loss or damage to persons, property and/or equipment results from the conduct of the City or any of its employees, agents, consultants and/or contractors.

(f) Exide agrees to indemnify, defend and hold the City and its officers, directors, elected officials, employees, agents, attorneys and all of their successors and assigns, harmless from and against any and all costs, expenses, damages, reasonable counsel fees and liabilities (including administrative assessments and penalties) resulting from or arising out of Exide's performance of the Work, unless such costs, expenses, damages or liabilities result from the conduct of the City. The City agrees that this indemnity shall be satisfied first from any applicable insurance under Paragraph 8 in lieu of this indemnity.

(g) At its own cost and expense Exide shall:

(i) Do all things necessary to secure all environmental permits and governmental approvals, if any, required at any time in connection with the Work;

(ii) In the event that any environmental permits and/or governmental approvals are required in connection with the Work, provide the City with a final and complete copy of any written permit application or request for governmental approval before said application or request for governmental approval is submitted to the governmental authority, shall provide the City a meaningful opportunity to comment on such permit application or request for governmental approval and shall consider in good faith any comments, corrections and/or requested changes the City may have with respect to such permit application or request for governmental approval before it is submitted to the governmental authority;

(iii) Preserve and keep in full force and effect all environmental permits and governmental approvals required in connection with the Work;

(iv) Maintain full compliance with the terms and conditions of all such environmental permits and governmental approvals;
and

(h) Be responsible for and immediately repair or replace any subsurface pipe, structure or utility lines struck or damaged during the performance of the Work, provided that the City has identified the location of all subsurface pipes, structures or utility lines on the Site prior to commencement of the Work. Exide shall not allow the release of any waste, wastewaters or regulated substances in, on, to, from, under or above the Site in connection with the Work or as a result of Exide's or its employees', agents', servants', contractors' or consultants' activities at the Site pursuant to this Agreement.

2. Compliance With Environmental Laws. At its own cost and expense, Exide shall fully comply with all applicable federal and state environmental laws while performing the Work and assure that all persons performing the Work, including without limitation Exide's authorized employees, agents, servants, contractors and consultants, maintain full compliance with all such applicable environmental laws. Exide shall be solely responsible for handling, transporting and the disposal of any wastes generated in the course of performing the Work at the Site. Exide agrees that any waste manifests, including without limitation, bills of lading, non-hazardous and hazardous waste manifests, prepared in connection with or relating to the Work, shall designate Exide as the "generator" of such waste. Exide shall cause all wastes generated in connection with the Work to be removed from the Site as quickly as possible but not to exceed 30 calendar days after the date generated without prior approval by the City. Exide shall be responsible for paying all fees, taxes and other costs associated with such waste and shall be responsible and liable for any "generator", "arranger" or other such liability that may thereafter arise from the handling, transportation or disposal of such waste.

3. Purpose. Access granted to Exide under this Agreement shall be for the sole purpose of performing the Work.

4. Notice. Exide shall give the City written notice at least five (5) business days in advance of accessing the Site to commence the Work.

5. Access to Reports. Exide shall provide to the City, at no cost to the City and within ten (10) days of execution of this Agreement, a tabulated summary of historic

soil analytical results for the Site, to the extent Exide has not already provided such information to the City. During the term of this Agreement, any new environmental data, including without limitation test results, lab results, soil and sediment sampling results, surface water and groundwater sampling results, air monitoring data, quality assurance/quality control data, reports, field tests and all other documentation compiled by or for Exide in connection with Work performed at the Site obtained by or on behalf of Exide with respect to the Site, shall be provided to the City within five (5) business days of Exide's receipt or completion of such new environmental data or within alternative timeframes on a case-by-case basis as reasonably agreed by the City and Exide. In addition, Exide shall provide the City, at Exide's sole cost and expense and concurrently with any submittal to USEPA or to the Pennsylvania Department of Environmental Protection ("PaDEP"), a complete copy of all reports, correspondence or data submissions prepared by or on behalf of Exide and submitted to USEPA or PaDEP that refer, relate to, interpret, discuss or make recommendations concerning the environmental data collected from the Site. Similarly, Exide shall provide the City, at Exide's sole cost and expense and within five (5) business days of Exide's receipt from USEPA or PaDEP, a complete copy of any correspondence received from USEPA or PaDEP that refers or relates to Exide's performance of the Work. In addition to sharing the foregoing data with the City, Exide agrees to keep the City informed of Exide's performance of the Work as the Work progresses, and to notify the City at least 48 hours in advance of any soil or groundwater sampling scheduled to be performed at the Site so that the City can decide whether to observe the Work and/or obtain split samples, at the City's own cost and expense.

6. Cost and Expenses. The Work shall be performed at the sole cost of Exide and Exide agrees to keep the Site free and clear of any liens arising out of the performance of the Work.

7. Restoration. Exide agrees to restore the Site as specified in the Work. Exide further agrees that if it or its authorized employees, agents, servants, consultants and contractors injure or damage those portions of the Site not specified for restoration in the Work, Exide shall restore those portions of the Site to substantially the same

condition they were in before injury or damage occurred. All restoration shall be performed in accordance with all applicable federal, state and local statutes, regulations, ordinances, and in accordance with generally accepted commercially reasonable practices.

8. Insurance. Exide shall require its consultants and contractors performing Work at the Site to maintain in full force and effect during the performance of the Work and the term of this Agreement, insurance coverage in accordance with the following:

(a) Coverage and liability limits shall be as follows:

(i) Workers' Compensation, including Employer's Liability Insurance, at statutory limits;

(ii) Commercial General Liability Insurance, no less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate;

(iii) Automobile Liability insurance, no less than One Million Dollars (\$1,000,000.00) combined single limit (each accident);
and

(iv) Professional and Pollution liability, no less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate.

(b) The City shall be endorsed as an additional insured with respect to the insurance coverages referenced in paragraphs 8(a)(ii) and (iv); and

(c) Within ten (10) days of execution of this Agreement or upon retention of consultants and contractors to perform the Work if later than ten (10) days after execution of this Agreement, and annually thereafter (if applicable) until completion of the Work, Exide agrees to furnish Certificates of Insurance or other written evidence reasonably satisfactory to the City confirming that such insurance has

been procured and is in force during the performance of the Work and the duration of this Agreement.

9. Survival of Terms and Conditions; Termination. With the exception of the indemnification obligations in paragraph 1(f) which term shall survive the termination of this Agreement, this Agreement shall automatically terminate one year from the completion of the Work. At the end of the one-year term, this Agreement can be extended for an additional one-year term upon the written consent of all parties. Such consent shall not be unreasonably withheld. The City may terminate this Agreement upon ten (10) days' prior written notice in the event of any material breach by Exide of its obligations under this Agreement.

10. Successors and Assigns. The provisions of this Agreement shall inure to and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

11. Notices. All notices, requests, instructions and other communications provided for herein or given hereunder shall be in writing, shall be given by certified or registered mail, postage prepaid, or by personal delivery *via* Federal Express or other comparable nationwide overnight courier service, or by facsimile or electronic mail transmission (with a copy to follow by overnight courier service), to the parties at the following addresses (or to such other or further addresses as the parties may hereafter designate in writing by like notice similarly sent), and shall be deemed to be given when received, as shown on the registered or certified mail receipt, or when delivered, if such notice is sent *via* overnight courier service, and all such notices shall be addressed as follows:

If to the City: Linda A. Keller, City Clerk
City Hall, Room 2-24
815 Washington Street
Reading, PA 19601

With a copy to: Charles D. Younger, Solicitor
City Hall, Room 2-54
815 Washington Street

Reading, PA 19601

If to Exide: Exide Technologies
Attn: Matthew A. Love
3000 Montrose Avenue
Reading, PA 19605

With a copy to: Schnader Harrison Segal & Lewis LLP
Attn: Robert L. Collings, Esq.
1600 Market Street, Suite 3600
Philadelphia, PA 19103-7286

12. Counterparts. This Agreement may be executed in one or more counterparts, all of which when executed shall constitute but one and the same instrument.

13. Governing Law. This Agreement shall be construed in accordance with the domestic internal law of the Commonwealth of Pennsylvania without regard to its principles pertaining to conflict of laws.

14. Ownership of the Site. The City represents that it owns the Site in fee simple and that no other party has an interest in the Site that would require his or her signature to this Agreement.

15. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter set forth herein and there are no restrictions, representations, warranties, covenants, agreements or modifications thereto, and no waiver of this Agreement shall be implied or be binding unless it is in writing and signed by the party against which such amendment, supplement, modification or waiver is asserted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

ATTEST:

EXIDE TECHNOLOGIES

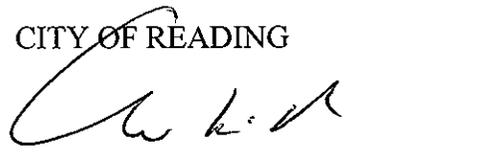

Secretary



ATTEST:

CITY OF READING


City Clerk


Mayor

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF READING AND EXIDE TECHNOLOGIES

WHEREAS, the City of Reading (“City”) is the owner of a certain tract or parcel of recreational or real property commonly known as Bernhart Park and located along Spring Valley Road in Muhlenberg Township, Berks County, Pennsylvania (“Site”); and

WHEREAS, Exide Technologies (“Exide”) operates a facility (“the Facility”) at the intersection of Spring Valley Road and Nolan Street in the Borough of Laureldale and Muhlenberg Township, Berks County, Pennsylvania; and

WHEREAS, years of lead smelter operations at the Facility prior to the installation of air pollution controls with the advent of the Clean Air Act, 42 U.S.C. §7401 et seq., contributed to lead emissions that impacted soil at properties in the vicinity of the Facility, including the Site; and

WHEREAS, in August of 2000, the United States Environmental Protection Agency (“USEPA”) issued an Administrative Order of Consent (USEPA Docket Number RCRA-III-3-2000-002TH effective March 3, 2001)(“AOC”) directing among other things that Exide determine concentrations of lead in soil at the Site, develop site specific soil cleanup levels for the Site, submit a Remediation Work Plan for remediation of soils at the Site exceeding site specific soil cleanup levels developed, and implement the Remediation Work Plan;

WHEREAS, Exide determined the concentrations of lead in soil at the Site, developed site specific soil cleanup levels, and proposed the site specific soil cleanup levels to the USEPA for approval;

WHEREAS, the USEPA accepted site specific soil cleanup levels developed by Exide for certain portions of the Site and requested that Exide apply to other areas of the Site a residential soil cleanup level established by the USEPA for residential properties in the vicinity of the Site;

WHEREAS, Exide has agreed to the cleanup levels requested by the USEPA;

WHEREAS, Exide prepared a document titled “Bernhart Park Remediation Work Plan” dated August 23, 2010 (“Work Plan”) specifying remedial

actions to be performed at the Site in order to complete the soil remediation required by the USEPA; and

WHEREAS, Exide has agreed to enter into this Memorandum of Understanding to address the scope of work items negotiated with the City regarding the Site that were not mandated by USEPA nor included as part of the Work Plan; and

WHEREAS, this Memorandum of Understanding between the City and Exide will set forth the terms of these understandings:

1. **Remediation**

A. Footpaths. Exide agrees to extend the ADA-compliant footpath already specified in the Work Plan from its planned termination point at the parking lot, through the lawn area south of the parking lot, over the vehicular bridge on Little Rock Road, through the lawn area east of the reservoir, through the lawn area south of the reservoir and terminating at the south side of the emergency spillway.

B. Dead Underbrush Removal. Exide agrees to remove underbrush in the general vicinity of the mowed lawn areas. The underbrush will be chipped and placed as directed by the City in an area of the Park. Exide agrees to propose and implement, with the City's pre-approval, selective clearing and planting in the sediment pond to create an environment that is both aesthetically acceptable to humans and attractive to wildlife. Such selective clearing and planting will be intended to minimize disturbance to the existing ecological habitat that prevails in the sediment pond area, and will include the removal of accumulated debris and the planting of native species capable of enhancing the quality of surface water runoff.

C. Dead Tree Removal. Exide agrees to remove dead trees in the mowed lawn areas. City staff has marked the dead trees in the lawn areas with bright colored flagging and/or spray paint. Exide will place chipped material generated during tree removal in all areas of the Site, as directed by the City. The City will work with Exide to assess the condition of any suspect trees in the wooded areas of the new path that should be removed in order to construct the ADA-compliant footpath.

D. Park Benches. Exide agrees to purchase and install twelve (12) park benches to replace those currently at the Site. Specifications for the proposed benches will be provided to the City for review and approval prior to the commencement of work. Exide will propose locations to install the new benches for review and approval by the City.

E. Dam Crest Bridge Repair. Exide agrees to provide the City One Thousand Dollars (\$1,500.00) for the City's use to repair the pedestrian bridge

commencement of work. Exide discussed this with the USEPA who has no objection.

2. All amendments to this Memorandum of Understanding shall be in writing and approved by the governing bodies of each party.

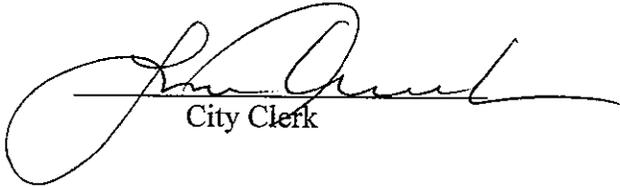
3. This agreement shall terminate upon completion of the work specified herein,

CITY OF READING

By: _____

Mayor

Attest:

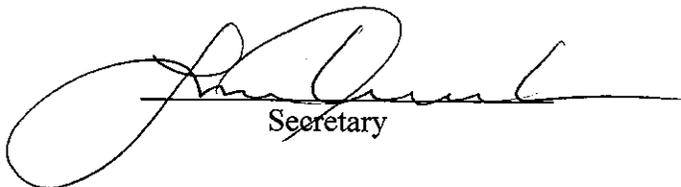


City Clerk

EXIDE TECHNOLOGIES

By: _____

Attest:



Secretary



Frederick C. Sheeler
Berks County Recorder of Deeds

Berks County Services Center 3rd Floor
 633 Court Street
 Reading, PA 19601
 Office: (610) 478-3380 ~ Fax: (610) 478-3359
 Website: www.co.berks.pa.us

INSTRUMENT # 2009000530

RECORDED DATE: 01/06/2009 03:17:29 PM



1800005-0007E

Document Type: DEED

Transaction #: 1801768
Document Page Count: 5
Operator Id: jgehris

RETURN TO: (Mail)
 CITY OF READING
 815 WASHINGTON ST
 PA

SUBMITTED BY:
 CITY OF READING
 815 WASHINGTON ST

*** PROPERTY DATA:**

Municipality: MUHLENBERG TOWNSHIP
 School District: MUHLENBERG

** PLEASE SEE DOCUMENT OR INDEX FOR ADDITIONAL PROPERTY DATA

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURE AMT:	\$1.00
FEES / TAXES:	
RECORDING FEE: DEED	\$14.00
AFFORDABLE HOUSING FEE	\$11.50
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$10.00
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$2.00
ADDITIONAL PAGE FEE (AFF)	\$2.00
Total:	\$45.00

INSTRUMENT #: 2009000530
 Recorded Date: 01/06/2009 03:17:29 PM

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



Frederick C. Sheeler
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

Page 1 of 6

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
 *COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

5

Prepared By:

Charles F. Fitzpatrick, Esquire
Barley Snyder LLC
501 Washington St., PO Box 942
Reading, PA 19603-0942
610.376.6651

Return To:

City of Reading
815 Washington St.
Reading, PA 19601

Property Address:

Bernhart Lake
Muhlenberg Township, Berks County, PA
PIN #531810461680

THIS DEED, made this 15th day of September 2008

Between WACHOVIA BANK, N.A., formerly Berks County Trust Company,
Trustee under the Will of Clinton F. Earl, Deceased (hereinafter called Grantor),

and

CITY OF READING, a Pennsylvania municipal corporation with its principal
office located at 815 Washington Street, Reading, Berks County, Pennsylvania
(hereinafter called the Grantee).

Witnesseth, That, in consideration of the sum of One Dollar (\$1.00), and other
good and valuable consideration, in hand paid, the receipt whereof is hereby
acknowledged, the Grantor does hereby grant and convey to the Grantee, its

successors and assigns:

ALL THAT CERTAIN tract of land owned by the City of Reading and known as Bernhart Lake Property, situate in the Township of Muhlenberg, County of Berks and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the middle of a public road leading from Hyde Park to McKnights Gap, said point of beginning being about 175' feet West of the line of Bernhart Lake Spillway; thence along lands now or formerly of Carrie S. Heller Kessler the following eight courses: North 45° degrees 22' minutes West 147.97' feet to a concrete monument, North 50° degrees 50' minutes East 133.23' feet to a concrete monument, North 13° degrees 40' minutes 160.85' feet to a concrete monument, North 38° degrees 57' minutes East 156.67' feet to a marble monument, North 70° degrees 6' minutes East 283.44' feet to a concrete monument, North 41° degrees 32' minutes East 249.56' feet to a marble monument, North 64° degrees 46' minutes East 102.50' feet to a marble monument, and North 76° degrees 42' minutes East 562.02' feet to an iron pin in the middle of a public road leading from Laureldale to Pricetown Road; thence along middle of said public road the following seven courses: by lands now or formerly of Oscar Gruber, South 45° degrees 24' minutes East 132.76' feet to a point, partly by lands now or formerly of Oscar Gruber, partly by lands now or formerly of Charles Koch, and partly by lands now or formerly of William Geis, South 51° degrees 49' minutes East 85.33' feet to a point; thence partly by lands now or formerly of William Geis, partly by lands now or formerly of S. Hartwell Spare, and partly by lands now or formerly of Robert Yarnell, South 65° degrees 42' minutes East 92.31' feet to a point; thence partly by lands now or formerly of Robert Yarnell, and partly by other lands now or formerly of S. Hartwell Spare, South 78° degrees 41' minutes East 109.39' feet to a point; thence partly by lands now or formerly of S. Hartwell Spare, and partly by lands now or formerly of Carl H. Becker, South 84° degrees 48' minutes East 129.60' feet to a point; thence partly by lands now or formerly of Carl H. Becker, partly by other lands now or formerly of S. Hartwell Spare, partly by lands now or formerly of Harvey S. Snyder, and partly by lands now or formerly of Crystal Rock Company, South 88° degrees 16' minutes East 224.96' feet to a point; thence by lands now or formerly of Crystal Rock Company, North 87° degrees 57' minutes East 122.50' feet to an iron pin in the middle of said public road at its intersection with another public road leading to the Pricetown Road; thence along said other public road and lands now or formerly of Crystal Rock Company, South 4° degrees 14' minutes East 183.68' feet to a marble monument; thence along lands now or formerly of Augustus Ilg the following two courses: South 30° degrees 23' minutes East 568.30' feet to a marble monument, and South 53° degrees 8' minutes West 556.96' feet to an iron pin in the middle of the aforesaid public road leading from Hyde Park to McKnights Gap; thence along the middle of said public road leading from Hyde Park to McKnights Gap, and lands now or formerly of John H. Cook Estate, the following five courses: North 23° degrees 23' minutes West 147.14' feet to a point, North 48° degrees 58' minutes West 149.90' feet to a point, North 70° degrees 47' minutes West 81' feet to a point, North 87° degrees 17' minutes West 81' feet to a spike; and North 88° degrees 29' minutes West 700' feet to a point; thence continuing along the middle of said public road partly by lands now or formerly of Edgar P. Lewis, and lands now or formerly of Charles Bentzel, North 88° degrees 29' minutes West 862.76' feet to an iron pin, the place of BEGINNING.

CONTAINING in area 38.262 acres, more or less.

BEING THE SAME PREMISES which the City of Reading by Deed dated October 3, 1958, and recorded in Deed Book Volume 1312, page 318, Berks County Records, granted and conveyed unto Berks County Trust Company, Trustee under the Will of Clinton F. Earl, deceased.

BEING SUBJECT to the restriction that the use of the property be limited to the purpose of conserving, protecting, and maintaining the scenic and historic character and the agricultural, the woodland, and the watershed resources of the real estate for park purposes.

SEE STATEMENT OF VALUE

And the Grantor hereby covenants and agrees that it will specially warrant the premises hereby conveyed.

In Witness Whereof, the Grantor has executed or caused these presents to be duly executed the day and year first above written.

Sealed and Delivered

In the Presence of:

WACHOVIA BANK, N.A., Trustee

By: Michele Krzyzewski (SEAL)
MICHELE KRZYZEWSKI
ASST. VICE PRESIDENT

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF BERKS

On this, the 5th day of September, 2008, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared MICHELE KRZYZEWSKI, who acknowledged himself/herself to be the ~~Asst. Vice President~~ of Wachovia Bank, N.A., formerly Berks County Trust Company, Trustee under the Will of Clinton F. Earl, Deceased, a corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation as Wachovia Bank.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Maureen J. Ludwig, Notary Public
City Of Reading, Berks County
My Commission Expires Apr. 17, 2009
Member, Pennsylvania Association of Notaries

Maureen J. Ludwig
Notary Public



The address of the within named Grantee is: 815 Washington Street, Reading, Berks County, Pennsylvania 19601

On behalf of Grantee



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDED
State Tax Paid
Book Number
Page Number
Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name <i>CHARLES D. YOUNGER</i>	Telephone Number: <i>(610) 655-6208</i>
Street Address <i>815 WASHINGTON STREET</i>	City <i>READING</i>
	State <i>PA</i>
	Zip Code <i>19601</i>

B. TRANSFER DATA

Date of Acceptance of Document *9/22/2008*

Grantor(s)/Lessor(s) <i>WACHOVIA BANK, N.A., TRUSTEE UNDER THE WILL OF CLINTON F. EARL, DECEASED</i>	Grantee(s)/Lessee(s) <i>CITY OF READING</i>
Street Address <i>P.O. Box 1102</i>	Street Address <i>815 WASHINGTON STREET</i>
City <i>READING</i>	City <i>READING</i>
State <i>PA</i>	State <i>PA</i>
Zip Code <i>19603</i>	Zip Code <i>19601</i>

C. PROPERTY LOCATION

Street Address <i>BERNHART LAKE</i>	City, Township, Borough <i>MUHLENBERG TWP.</i>
County <i>BERKS</i>	School District <i>MUHLENBERG</i>
	Tax Parcel Number <i>665318 1046 1680</i>

D. VALUATION DATA

1. Actual Cash Consideration <i>0</i>	2. Other Consideration <i>+ 0</i>	3. Total Consideration <i>= 0</i>
4. County Assessed Value <i>\$ 129,400</i>	5. Common Level Ratio Factor <i>x 1.52</i>	6. Fair Market Value <i>= \$ 196,688</i>

E. EXEMPTION DATA

1a. Amount of Exemption Claimed <i>\$ 196,688</i>	1b. Percentage of Interest Conveyed <i>100</i>
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2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession (Name of Decedent _____, Estate File Number _____)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date <i>1-6-09</i>
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FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.