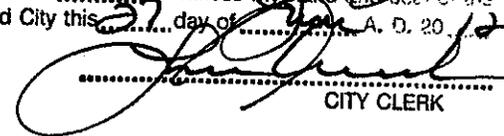


BILL NO. 609 -2012

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 25 day of June A. D. 2012. Witness my hand and seal of the said City this 27 day of June A. D. 2012.



CITY CLERK

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE A GRANT OF RIGHT OF WAY AND EASEMENT AND AN ACCESS AGREEMENT BETWEEN THE CITY OF READING AND HABASIT AMERICA, INC., THEREBY CONVEYING UNTO THE CITY OF READING A NONEXCLUSIVE, TEMPORARY CONSTRUCTION EASEMENT AND NONEXCLUSIVE, PERPETUAL ACCESS EASEMENT UPON THAT PORTION OF PREMISES WITHIN PARCEL IDENTIFICATION NUMBER 530620916265, SITUATE AT 825 MORGANTOWN ROAD IN THE CITY OF READING, PENNSYLVANIA.

WHEREAS, Habasit America, Inc., as successor in interest to KVP Holdings, Inc., is the legal owner of real property situate at 825 Morgantown Road, Reading, Berks County, Pennsylvania (Parcel Identification number 530620916265) and more particularly described in Deed Book 4093 page 2198 (the "Property"); and

WHEREAS, in order to perform construction, maintenance and repairs to the 42-inch sanitary sewer force mains located between the Sixth and Canal Pump Station and Fritz Island Wastewater Treatment Plant, the City of Reading requires access to the Property for temporarily storing and staging construction equipment and materials and permanently accessing, operating, maintaining and repairing portions of the 42-inch sanitary sewer force mains; and

WHEREAS, Habasit America, Inc., is willing to grant the City of Reading such access free of charge pursuant to the terms of the Grant of Right of Way and Easement attached hereto as Exhibit "1" and Access Agreement attached hereto as Exhibit "2".

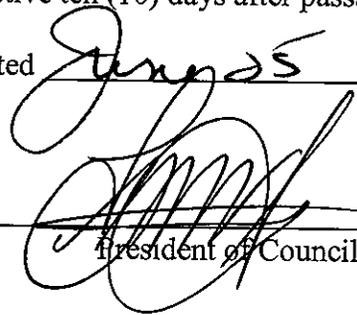
NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute a Grant of Right of Way and Easement (attached hereto and incorporated herein as Exhibit "1") to accept from Habasit America, Inc., a non-exclusive, perpetual access easement upon such portions of the Property identified on the plans of Barry Islett & Associates, Inc., dated March 7, 2012 and attached to the Grant of Right of Way and Easement.

SECTION 2. The Mayor is authorized to execute an Access Agreement (attached hereto and incorporated herein as Exhibit "2") to accept from Habasit America, Inc., non-exclusive, temporary construction license upon such portions of the Property identified on the plan of Barry Islett & Associates, Inc., dated December 22, 2011 and attached to the Access Agreement.

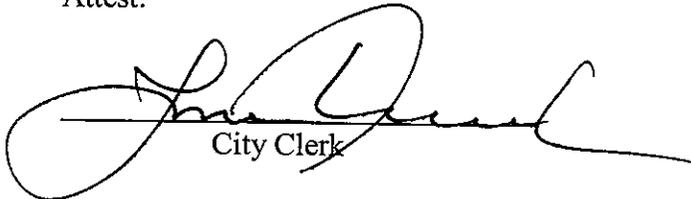
SECTION 3. This Ordinance shall be effective ten (10) days after passage.

Enacted June 25, 2012



President of Council

Attest:



City Clerk

(LAW DEPT)

Submitted to Mayor: 

Date: 6/24/12

Received by Mayor's Office: _____

Date: _____

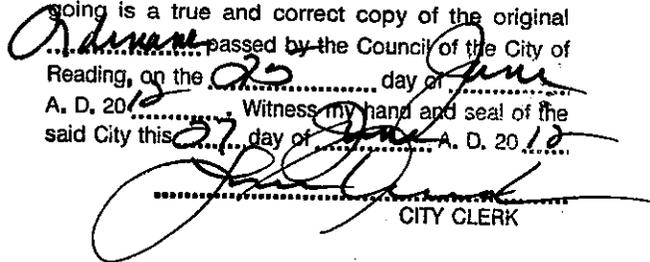
Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

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 25 day of June A. D. 2012. Witness my hand and seal of the said City this 27 day of June A. D. 2012.



CITY CLERK

Exhibit "1":
Grant of Right of Way and Easement

Prepared By:

Derald J. Hay, Esquire
Fox Rothschild LLP
747 Constitution Drive, Suite 100
Exton, PA 19341

Record and Return to:
Derald J. Hay Esquire
Fox Rothschild LLP
747 Constitution Drive, Suite 100
Exton, PA 19341

Grantor's Property Address: 825 Morgantown Road, Reading, Pennsylvania
Property ID No: 530620916265 (Grantor)

GRANT OF RIGHT OF WAY AND EASEMENT

THIS GRANT OF RIGHT OF WAY AND EASEMENT AGREEMENT (the "Agreement") is made this ____ day of _____, 2012, by and between Habasit America, Inc., a Delaware corporation, as successor in interest to KVP Holdings, Inc., with a mailing address of 825 Morgantown Road, Reading, Pennsylvania (hereinafter called "Grantor"), and THE CITY OF READING, Berks County, Pennsylvania, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of 815 Washington Street, Reading, Pennsylvania 19601 (hereinafter called "Grantee").

WITNESSETH:

A. WHEREAS, Grantor is the owner of a certain tract of land situate in the City of Reading, Berks County, Pennsylvania, 825 Morgantown Road, Reading, Pennsylvania, and further being identified as Berks County Property No. 530620916265 ("Grantor's Property") and as further described in Berks County Record of Deeds Book 4093 Page 2198; and

B. WHEREAS, Grantee, as a part of its plan to extend and/or upgrade its intermunicipal sanitary sewage collection, transportation and treatment system, has embarked, or is about to embark, upon the construction of a new 42-inch ductile iron force main extending approximately 7,000 linear feet from the Grantee's pump station located at 6th and Canal Streets in Reading, Berks County, Pennsylvania to its Wastewater Treatment Plant located on Fritz

Island, as well as the rehabilitation of the existing 42 inch force main generally parallel therewith (hereinafter collectively the "Project"); and

C. WHEREAS, as a part of the Project, it will be necessary for the Grantee to enter upon Grantor's Property for one or more of the following purposes, to wit: (a) obtaining ingress, egress and regress for persons, vehicles, equipment, and machinery to and from Grantee's sewer facilities (the "Access Easement") and (b) temporarily utilizing a portion of the Grantor's Property in the course of constructing a part of the Project as well as for temporarily utilizing such portion of Grantor's Property for construction, maintenance, repair, removal or replacement of Grantee's sanitary sewer lines (including, without limitation, the existing 42-inch steel force main and proposed 42-inch ductile iron force main) as may be necessary from time to time (the "Construction Easement" and collectively with the Access Easement, the "Easements"), with all such purposes/uses of Grantor's Property being hereinafter specifically set forth; and

D. WHEREAS, in order to proceed with the Project, Grantee has requested authorization from Grantor, which authorization Grantor herein gives to Grantee, for Grantee, its agents, contractors, legal representatives, successors and assigns, to enter upon Grantor's Property for the uses and purposes hereinafter set forth; and

F. WHEREAS, Grantor is desirous of conveying and granting unto Grantee the Easements for the Project in accordance with the terms and conditions as hereinafter set forth.

NOW THEREFORE, for and in consideration of these premises and the sum of One Dollar (\$1.00) paid by Grantee to Grantor in connection with the execution of this Agreement as provided below, and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, the parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The recitals as hereinbefore set forth are incorporated herein by reference as though, again, being set forth in full and complete detail.

2. **Grant of Access.**

a. Grantor does hereby and shall grant, bargain, sell, release and confirm to Grantee, its agents, employees, contractors, representatives, subtenants, licensees, visitors, successors in interest and assigns, a nonexclusive Construction Easement on and over Grantor's Property in such areas specifically designated as such in Exhibit "A" attached hereto and incorporated herein, for purposes of performing any and all necessary activities for the construction and completion the Project, including, without limitation, the use of Grantor's property for staging of equipment, vehicles, machinery and soils as well as temporarily utilizing such portion of Grantor's Property for construction, maintenance, repair, removal or replacement of Grantee's sanitary sewer lines (including, without limitation, the existing 42-inch steel force main and proposed 42-inch ductile iron force main) as may be necessary from time to time.

b. Grantor does hereby and shall grant, bargain, sell, release and confirm to Grantee, its agents, employees, contractors, representatives, subtenants, licensees, visitors,

successors in interest and assigns, a non-exclusive Access Easement as a free, uninterrupted right-of-way over and across the Property in such areas specifically designated as such in Exhibit "B" attached hereto and incorporated herein, for the purpose of ingress, egress and regress of persons, vehicles, and equipment upon, over and across that Grantor's Property, all in connection with the construction, operation, and maintenance of Grantee's sewage facilities as may be necessary from time to time. With the prior written permission of the Grantor (which shall not be unreasonably withheld or delayed), Grantee may upgrade the surface of the Access Easement as may be reasonably necessary for Grantee's access.

c. The Easements are intended for the use of Grantee, its agents, employees, contractors, representatives, subtenants, licensees, visitors, successors in interest and assigns, and shall in no way be used at any time in such a manner so as to increase the burden of the servitude upon Grantor's Property.

3. **Entry Notice.** The Grantee shall provide Grantor with written notice (which may include, without limitation, electronic mail, facsimile or hand delivery) at least forty-eight (48) hours prior to entering Grantor's Property (the "Entry Notice"). The Grantee shall not access the Premises prior to having received a response from the Grantor confirming the Grantee's ability to access the Premises on the date and at the location requested. In the event that Grantor has not responded to Grantee's request within twenty-four (24) hours. Grantee shall have the right to enter upon the Premises for the purpose set forth in its notice. In the event of an emergency Grantee may enter upon the Premises without notice or permission, but shall provide notice to Grantor of its having accessed the Premises as soon as practicable.

4. **Restoration.** Upon full completion of the Project, Grantee shall promptly restore the surfaces of the Easements (except the upgrades to the Access Easement permitted by Grantor) to approximately the same grades as existed prior to the exercise of any of said rights, and shall also restore the Easements with substantially similar surfacing as existed prior to any entry or construction and repair or replace (with substantially similar materials) any fencing removed by Grantee in the exercise hereof.

5. **Fencing.** During the Project, Grantee shall install temporary or semi-permanent construction fence around the northern boundary of the Construction Easement. Upon full completion of the Project or as agreed upon by the Grantor and Grantee, Grantee shall install a chain link fence (reasonably similar size and quality to the existing fence on the adjoining property owned by Grantee) along the southern boundary of Grantor's Property..

6. **Duration of Access Easement.** The Easements hereby created shall be appurtenant to and shall run with the land and is for the benefit of Grantor, Grantee, and their respective agents, employees, representatives, licensees, visitors, contractors, successors in interest and assigns. The agreements, conditions, covenants and promises herein contained are intended to be covenants running with the land. The rights created herein shall not be terminated by reason of sale, transfer, mortgage or lease of Grantor's Property. Notwithstanding the foregoing, Grantee shall have the sole and exclusive right to terminate this Agreement at any time by written notice to Grantor. Upon termination of all of the Access Easement hereunder, Grantee shall at its sole cost and expense, prepare and record an instrument which terminates this Agreement of record.

7. **Laws.** The Grantee, at its own cost and expense, agrees to comply with all laws, ordinances, rules, regulations, decisions, or order of any federal, state, county, municipal, or other governmental authority or courts regulating Grantee's use of the Easements.

8. **Title and Quiet Possession.** The Grantor does hereby warrant and represent to Grantee that Grantor has good and marketable title to Grantor's Property which is subject to the Easements herein granted, and that upon full execution, this Agreement will be a valid, legally binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

9. **Notices.** The parties hereto agree that all notices required to be given (except the Entry Notice) shall be given by hand delivery, electronic mail or facsimile (all with a confirmation of receipt) with a copy sent by a nationally recognized overnight courier addressed to the parties at the addresses set forth below. Such notices shall be deemed received on the date stated on the confirmation of receipt. Either party may change its aforesaid address by written notice to the other.

As to Grantor: Christopher Nigon, President
Habasit America, Inc.
825 Morgantown Road
Reading, PA 19607

As to Grantee: Wastewater Treatment Plant Manager
City of Reading Department of Public Works
899 Morgantown Road
Reading, PA 19607

With a copy to: City of Reading, Solicitor
815 Washington Street
Reading, PA 19601

10. **Broker.** Each party represents and warrants that no brokerage commission or similar compensation is due to any party as a result of this Agreement. Grantor and Grantee each agree to indemnify and hold each other harmless from any and all claims for any commission or compensation to any real estate broker arising out of or in connection with this Agreement.

11. **Performance.** Either party to this Agreement shall have the right to waive any covenant, condition or requirement which, under the terms of this Agreement, is to be performed by the other party, but no covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been waived by any party unless such waiver be in writing and signed by the party electing to make such waiver. Consent of either party to any act or matter must be in writing and shall apply only with respect to the particular act or matter to which such consent is given and shall not relieve the party for whose benefit such waiver has been given from the obligation, wherever required hereunder, to obtain the further consent to any other act or matter.

12. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Grantor and Grantee named herein, and shall be further binding to the heirs, personal representatives, successors in interest and assigns of the Grantor and Grantee.

13. **Indemnity.** Grantee hereby agrees to indemnify, defend (with counsel selected by Grantee) and hold Grantor, its heirs, personal representatives, successors and assigns, harmless from and against any and all actions, causes of action, damages, liabilities, claims, demands, and fines, including reasonable attorneys' fees and costs, caused by or arising out of Grantee's use and operation of the Easements (and the entry upon Grantor's Property by Grantee, its agents and employees in connection therewith), including (without limitation) personal injuries (including death) and property damage. This paragraph shall survive expiration/termination of this Agreement.

14. **Insurance.** Grantee will maintain the following insurance policies during the term of this Agreement:

(a) Workers' Compensation Insurance with statutory limits in accordance with all applicable laws.

(b) Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than \$1,000,000 per occurrence and aggregate (per project).

(c) Automobile Insurance with a limit not less than \$1,000,000 combined single limit.

(d) An umbrella policy of not less than Four Million Dollars (\$4,000,000.00) aggregate.

Within five (5) calendar days of the Effective Date, the Grantee shall furnish to the Grantor a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the Grantor as additional an insured under the Comprehensive General Liability, Automobile, and Excess Umbrella coverages, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the Grantor.

15. **Recording.** This Agreement or a Memorandum thereof shall be recorded in the Office of the Recorder of Deeds of Berks County, Pennsylvania.

16. **Modification.** No modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

17. **Costs.** Grantee shall be responsible for all costs and expenses incurred in connection with the preparation and recording of this Agreement, including recording costs. Each party shall be responsible for its own legal costs.

18. **Default.** In the event of a material default (the "Default") the aggrieved party will provide notice as set forth in this Agreement to the party of the other part detailing the Default. The alleged defaulting party shall respond to such notice of Default as soon as reasonably possible, but not more than five (5) business days from its receipt of such notice. The defaulting party shall commence to cure such default as soon as reasonably practicable, but not more than five (5) business days from its receipt of notice, and diligently prosecuted thereafter until completion. In the event that the alleged defaulting party does not respond to the notice of

default or cure the Default within the times set forth herein, the non-defaulting party may only seek injunctive relief in the Court of Common Pleas in the County of Berks to require the defaulting party to cure such default. The prevailing party in such action shall be entitled to recover its reasonable attorneys' fees incurred to prosecute or defend such action.

19. **Miscellaneous.**

a. This Agreement may be signed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

b. The captions preceding the text of each paragraph are included for the convenience of reference.

c. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law.

d. To the extent any party hereto consists of more than one person, such person shall be jointly and severally liable.

e. Grantor will obtain the consent of its mortgage lender(s) to this Agreement, as evidenced by the Consent and Agreement of Mortgage attached hereto.

f. Grantee hereby reserves, and this Agreement shall not reduce or abridge, Grantee's rights (a) reserved by deed dated June 18, 2004, and recorded in the Berks County Records in Book 4093, Page 2187 and (b) otherwise provided by applicable laws, including, without limitation, the Pennsylvania Eminent Domain Code.

g. If any portion of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the legality, validity or enforceability of the remainder of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES APPEAR ON THE NEXT PAGE]**

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

GRANTOR:
HABASIT AMERICA, INC.

By: _____
Name: Christopher S. Nigon
Title: Vice President, Strategic
Operations

GRANTEE:
CITY OF READING

By: _____
Name: Vaughn D. Spencer
Title: Mayor

Exhibit "A"

A	S11°32'06"W 24.20'
T1	S11°32'06"W 56.81'
T2	S25°31'18"W 354.99'
T3	S77°48'43"W 46.39'
T4	N49°53'46"W 19.50'
T5	N80°24'19"E 38.50'
T6	N36°05'47"W 39.02'
T7	N09°28'39"E 11.15'
T8	N25°31'18"E 172.50'
T9	N36°30'42"E 54.08'
T10	N08°32'40"W 23.50'
T11	N23°12'09"E 116.23'
T12	S69°22'43"E 13.88'

AREA = 8,701 SQ. FT.

GRANTOR: HABASIT AMERICA, INC., AS SUCCESSOR IN INTEREST TO KYP HOLDINGS, INC.

PN: 530620916265



CONSTRUCTION EASEMENT



BARRY IBETT & ASSOCIATES, INC.
 Multidiscipline Engineers & Consultants
 5100 W. 12th Street, Suite 100
 Overland Park, KS 66204
 Phone: 913.241.4100
 Fax: 913.241.4101
 www.barryibett.com

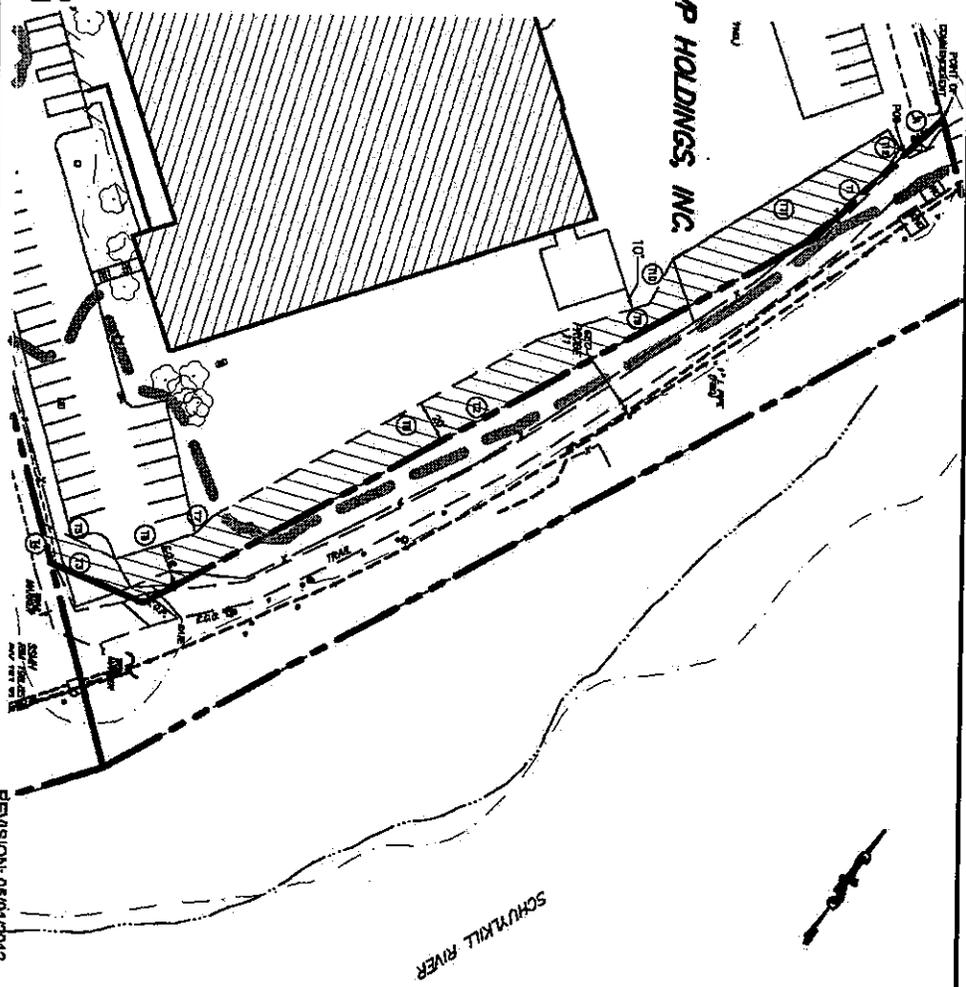


EXHIBIT A
 CONSTRUCTION EASEMENT
 READING WASTE WATER TREATMENT PLANT FORCE MAIN
 CITY OF READING
 BERKS COUNTY, PA

REVISION: 03/01/2012
 JOB NUMBER: 1037808.001
 DATE: 03/07/2012
 SCALE: 1"=80'
 DRAWN BY: MGG
 SHEET: EX-A

Exhibit "B"

ACCESS EASEMENT	
1	1177'00" x 211'
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98	1' x 1' x 1' x 1'
99	1' x 1' x 1' x 1'
100	1' x 1' x 1' x 1'

GRANTOR: HABASIT AMERICA, INC., AS SUCCESSOR IN INTEREST TO KVP HOLDINGS, INC.
 PIN: 530620916265

ACCESS EASEMENT

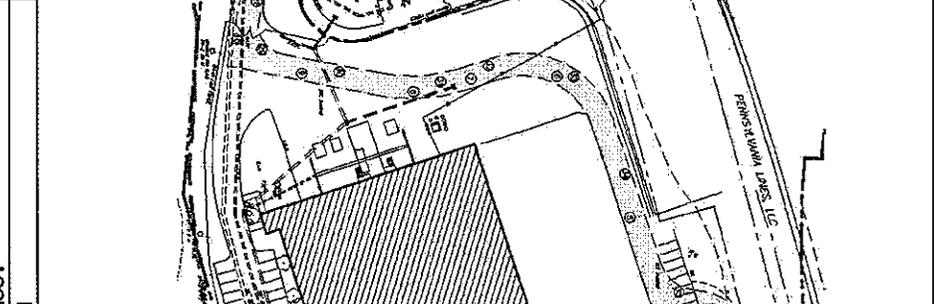


EXHIBIT B
 ACCESS EASEMENT
 READING WASTE WATER TREATMENT PLANT FORCE MAIN
 CITY OF READING
 BERKS COUNTY, PA

JOB NUMBER: 1037808.001
 DATE: 03/07/12
 SCALE: 1"=100'
 DRAWN BY: MGG
 SHEET: EX-B

BARRY BETT & ASSOCIATES, INC.
 PROFESSIONAL ENGINEERS & ARCHITECTS
 1000 N. 10TH STREET, SUITE 200
 READING, PA 19602
 TEL: 610-376-1100
 WWW.BARRYBETT.COM

SCALE: 1"=100'

100' 200' 300'

Exhibit "2":
Access Agreement

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2012, by and between HABASIT AMERICA, INC., a Delaware corporation, having a primary business office at 825 Morgantown Road, Reading, Pennsylvania 19607 (the "Grantor")

AND

the CITY OF READING, a Pennsylvania municipal corporation, organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, having a business address of 815 Washington Street, Reading, Pennsylvania 19601 (the "Grantee").

BACKGROUND

A. Grantee, as a part of its plan to extend and/or upgrade its intermunicipal sanitary sewage collection, transportation and treatment system, has embarked, or is about to embark, upon the construction of a new 42-inch ductile iron force main extending approximately 7,000 linear feet from the Grantee's pump station located at 6th and Canal Streets in Reading, Berks County, Pennsylvania to its Wastewater Treatment Plant located on Fritz Island, as well as the rehabilitation of the existing 42 inch force main generally parallel therewith (hereinafter collectively the "Project").

B. In connection with the Project, the Grantee desires to access the land owned by the Grantor, commonly known as 825 Morgantown Road, Reading, Pennsylvania, as recorded in a deed in the office in and for the Recorder of Deeds of Berks County at Deed Book Volume 4093, Page 2198 (the "Premises") from time to time for the purposes of conducting pre-construction and construction activities related to the development of the Project.

C. The Grantor desires to permit the Grantee to access the Premises to conduct its pre-construction and construction activities in connection with the Project pursuant to certain terms and conditions contained herein.

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual covenants set forth herein and other good and other valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, covenant and agree as follows:

1. Background Section. All statements made in the Background section above are true and correct and are incorporated in this Agreement as if set forth at length herein.
2. Grant of Access License. The Grantor does hereby grant to the Grantee, its successors, agents, contractors and assigns, access in, to, on and upon the portion of the parking area on the Premises identified in Exhibit "A", attached hereto and incorporated herein, (the "Access License Area") for the purpose of conducting pre-construction and construction activities related to the Project, which shall be irrevocable during the term of this Agreement.

3. Term of Access License. This Agreement shall remain in full force and effect for the entire duration of the Project. This Agreement shall expire upon Grantee's completion of the Project.

4. Restoration. Upon full completion of the Project or as agreed upon by the Grantor and Grantee, Grantee shall promptly restore the surfaces of the Premises used by Grantee to approximately the same grades as existed prior to the exercise of any of said rights, and shall also restore the Access License Area with substantially similar surfacing as existed prior to any entry or construction and repair or replace (with substantially similar materials) any fencing removed by Grantee in the exercise hereof. The terms and conditions of this paragraph 4 shall survive the termination of this Agreement.

5. Notice. The Grantee may utilize the Access License Area upon providing Forty-Eight (48) hours notice to the Grantor of its intention to initially utilize the Access License Area. The Grantee shall notify the Grantor via email of its intent to access the Premises at the following email addresses:

(a) Christopher S. Nigon, President - Christopher.Nigon@us.habasit.com; or

(b) Jeffrey DeLair, Engineering Manager - Jeff.DeLair@us.habasit.com; or

(c) James Kempf, Application Engineer - Jim.Kempf@us.habasit.com.

The Grantee shall not access the Premises prior to having received a response from the Grantor confirming the Grantee's ability to access the Premises on the date and at the location requested. In the event that Grantor has not responded to Grantee's request within 24 hours Grantee shall have the right to enter upon the Premises for the purpose set forth in its notice. In the event of an emergency Grantee may enter upon the Premises without notice or permission, but shall provide notice to Grantor of its having accessed the Premises as soon as practicable.

6. Effective Date. The parties intend that the rights confirmed and granted in this Agreement shall become effective immediately upon the execution of this Agreement.

7. Indemnification. The Grantee shall and hereby does release, indemnify, defend, protect and save harmless Grantor from and against any and all claims, demands, liabilities, damages, costs and expenses, including without limitation, court costs and attorneys' fees, resulting from any and all loss of life or property, or from injury or damage to the personal property of any person, firm, corporation or entity, including Grantor and Grantee, their agents, employees, contractors and assigns, arising out of or in connection with the Grantee (or Grantee's agents, employees, contractors or assigns) entry in and upon the Premises pursuant to this Agreement. Grantee's release and indemnity hereunder shall survive the expiration of the Agreement.

8. Other Rights Reserved. Grantee hereby reserves, and this Agreement shall not reduce or abridge, Grantee's rights (a) reserved by deed dated June 18, 2004, and recorded in the Berks County Records in Book 4093, Page 2187 (which includes, without limitation, the right of ingress, egress and regress over and across the Property in order to access, maintain and repair

the 42" existing sanitary sewer force main) and (b) otherwise provided by applicable laws, including, without limitation, the Pennsylvania Eminent Domain Code.

9. Insurance. Grantee shall furnish a Certificate from an acceptable insurance company, or its authorized agent, indicating that the Grantee carries acceptable insurance of public liability and property damage in an amount not less than One Million Dollars per person/Two Million Dollars per occurrence for public liability and One Million Dollars for property damage. Workers' Compensation Insurance shall be provided in the statutory amount by Grantee and Grantee shall determine in advance of any work being performed by any contractors that Worker's Compensation Insurance is maintained. The Grantee shall cause the Grantor to be designated as an additional insured under Grantee's Public Liability coverage which shall be not less than One Million Dollars per person/Two Million Dollars per occurrence minimum rate. The Grantee shall provide the Grantor with a certificate of insurance evidencing the above and Grantee's insurer shall provide Grantor with Thirty (30) days notice of its intention to modify or cancel Grantee's insurance. In the event that said notification is received from Grantee's Insurer, Grantee shall provide the Grantor with a replacement certificate of insurance within the thirty days prior to modification or cancellation the prior insurance policy.

10. Entire Agreement. This Agreement is the entire agreement between the parties hereto pertaining to the rights and privileges contained herein with respect to the Access License and there are no terms, obligations, covenants, representations, statements or conditions, oral or otherwise, expressed or implied, in addition hereto, except for such deeds and other instruments as may be executed and delivered to effectuate the intent hereof.

11. Modifications. Any agreement which shall change, discharge or effect an abandonment or waiver of this Agreement or any term or provision hereof, in whole or in part, shall be void unless such agreement is in writing and signed by both parties hereto.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties intending to be legally bound, do hereby execute this Agreement the date and year first above written.

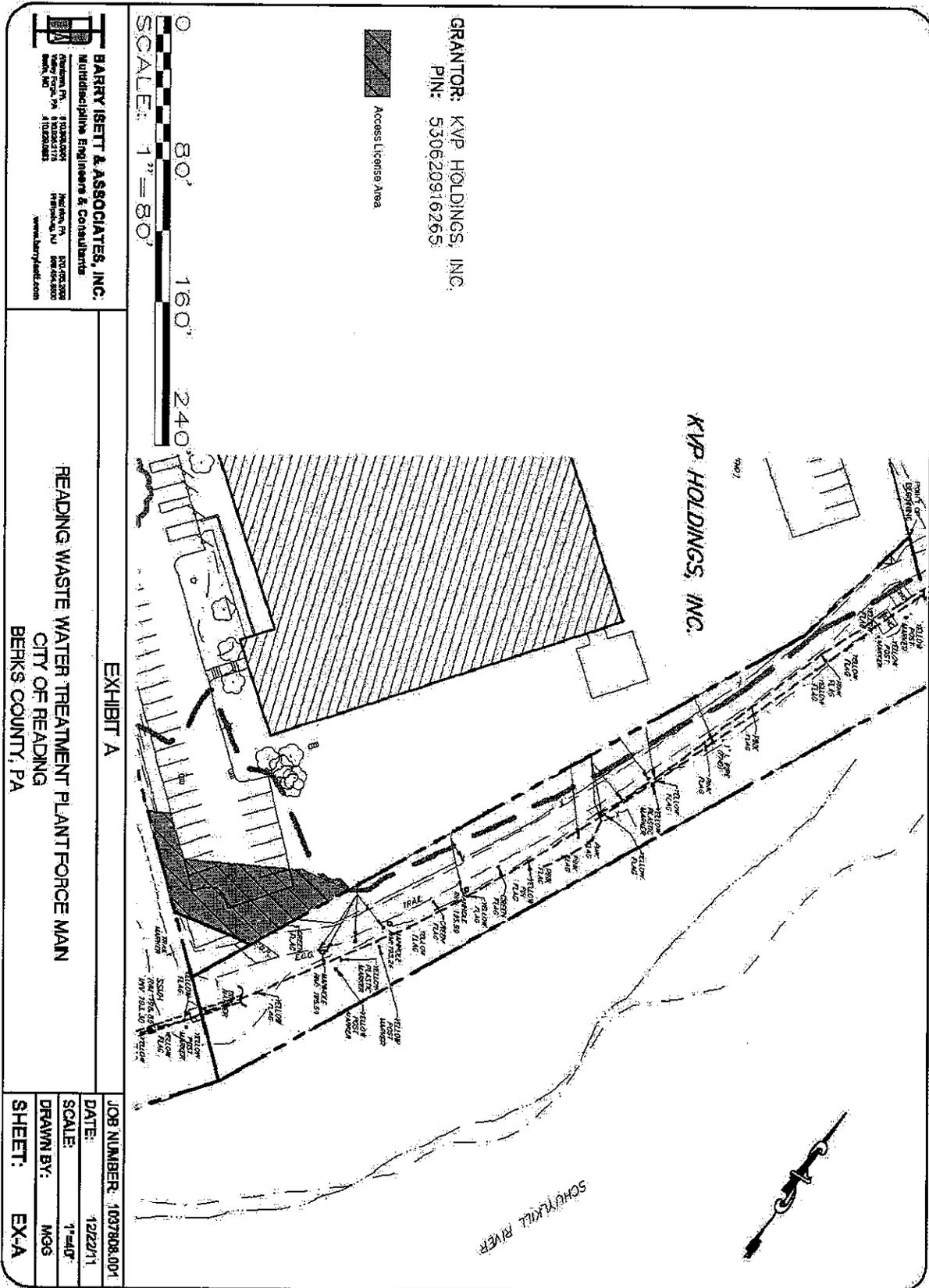
HABASIT AMERICA, INC.

By: _____
Christopher S. Nigon, Vice President, Strategic
Operations

CITY OF READING

By: _____
Vaughn D. Spencer, Mayor

Exhibit "A" Map of the Access License Area



BARRY IBETT & ASSOCIATES, INC.
 Multidisciplinary Engineers & Consultants
 8100 W. 12th Street, Suite 100
 Overland Park, KS 66213
 Phone: (913) 666-1100
 Fax: (913) 666-1101
 www.barryibett.com

JOB NUMBER:	1037808.001
DATE:	12/22/11
SCALE:	1"=40'
DRAWN BY:	MGG
SHEET:	EX-A

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Agreement") is made as of this 15 day of June, 2012, by and between HABASIT AMERICA, INC., a Delaware corporation, having a primary business office at 825 Morgantown Road, Reading, Pennsylvania 19607 (the "Grantor")

AND

the CITY OF READING, a Pennsylvania municipal corporation, organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, having a business address of 815 Washington Street, Reading, Pennsylvania 19601 (the "Grantee").

BACKGROUND

A. Grantee, as a part of its plan to extend and/or upgrade its intermunicipal sanitary sewage collection, transportation and treatment system, has embarked, or is about to embark, upon the construction of a new 42-inch ductile iron force main extending approximately 7,000 linear feet from the Grantee's pump station located at 6th and Canal Streets in Reading, Berks County, Pennsylvania to its Wastewater Treatment Plant located on Fritz Island, as well as the rehabilitation of the existing 42 inch force main generally parallel therewith (hereinafter collectively the "Project").

B. In connection with the Project, the Grantee desires to access the land owned by the Grantor, commonly known as 825 Morgantown Road, Reading, Pennsylvania, as recorded in a deed in the office in and for the Recorder of Deeds of Berks County at Deed Book Volume 4093, Page 2198 (the "Premises") from time to time for the purposes of conducting pre-construction and construction activities related to the development of the Project.

C. The Grantor desires to permit the Grantee to access the Premises to conduct its pre-construction and construction activities in connection with the Project pursuant to certain terms and conditions contained herein.

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual covenants set forth herein and other good and other valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, covenant and agree as follows:

1. Background Section. All statements made in the Background section above are true and correct and are incorporated in this Agreement as if set forth at length herein.

2. Grant of Access License. The Grantor does hereby grant to the Grantee, its successors, agents, contractors and assigns, access in, to, on and upon the portion of the parking area on the Premises identified in Exhibit "A", attached hereto and incorporated herein, (the "Access License Area") for the purpose of conducting pre-construction and construction activities related to the Project, which shall be irrevocable during the term of this Agreement.

3. Term of Access License. This Agreement shall remain in full force and effect for the entire duration of the Project. This Agreement shall expire upon Grantee's completion of the Project.

4. Restoration. Upon full completion of the Project or as agreed upon by the Grantor and Grantee, Grantee shall promptly restore the surfaces of the Premises used by Grantee to approximately the same grades as existed prior to the exercise of any of said rights, and shall also restore the Access License Area with substantially similar surfacing as existed prior to any entry or construction and repair or replace (with substantially similar materials) any fencing removed by Grantee in the exercise hereof. The terms and conditions of this paragraph 4 shall survive the termination of this Agreement.

5. Notice. The Grantee may utilize the Access License Area upon providing Forty-Eight (48) hours notice to the Grantor of its intention to initially utilize the Access License Area. The Grantee shall notify the Grantor via email of its intent to access the Premises at the following email addresses:

(a) Christopher S. Nigon, President - Christopher.Nigon@us.habasit.com; or

(b) Jeffrey DeLair, Engineering Manager - Jeff.DeLair@us.habasit.com; or

(c) James Kempf, Application Engineer - Jim.Kempf@us.habasit.com.

The Grantee shall not access the Premises prior to having received a response from the Grantor confirming the Grantee's ability to access the Premises on the date and at the location requested. In the event that Grantor has not responded to Grantee's request within 24 hours Grantee shall have the right to enter upon the Premises for the purpose set forth in its notice. In the event of an emergency Grantee may enter upon the Premises without notice or permission, but shall provide notice to Grantor of its having accessed the Premises as soon as practicable.

6. Effective Date. The parties intend that the rights confirmed and granted in this Agreement shall become effective immediately upon the execution of this Agreement.

7. Indemnification. The Grantee shall and hereby does release, indemnify, defend, protect and save harmless Grantor from and against any and all claims, demands, liabilities, damages, costs and expenses, including without limitation, court costs and attorneys' fees, resulting from any and all loss of life or property, or from injury or damage to the personal property of any person, firm, corporation or entity, including Grantor and Grantee, their agents, employees, contractors and assigns, arising out of or in connection with the Grantee (or Grantee's agents, employees, contractors or assigns) entry in and upon the Premises pursuant to this Agreement. Grantee's release and indemnity hereunder shall survive the expiration of the Agreement.

8. Other Rights Reserved. Grantee hereby reserves, and this Agreement shall not reduce or abridge, Grantee's rights (a) reserved by deed dated June 18, 2004, and recorded in the Berks County Records in Book 4093, Page 2187 (which includes, without limitation, the right of ingress, egress and regress over and across the Property in order to access, maintain and repair

the 42" existing sanitary sewer force main) and (b) otherwise provided by applicable laws, including, without limitation, the Pennsylvania Eminent Domain Code.

9. Insurance. Grantee shall furnish a Certificate from an acceptable insurance company, or its authorized agent, indicating that the Grantee carries acceptable insurance of public liability and property damage in an amount not less than One Million Dollars per person/Two Million Dollars per occurrence for public liability and One Million Dollars for property damage. Workers' Compensation Insurance shall be provided in the statutory amount by Grantee and Grantee shall determine in advance of any work being performed by any contractors that Worker's Compensation Insurance is maintained. The Grantee shall cause the Grantor to be designated as an additional insured under Grantee's Public Liability coverage which shall be not less than One Million Dollars per person/Two Million Dollars per occurrence minimum rate. The Grantee shall provide the Grantor with a certificate of insurance evidencing the above and Grantee's insurer shall provide Grantor with Thirty (30) days notice of its intention to modify or cancel Grantee's insurance. In the event that said notification is received from Grantee's Insurer, Grantee shall provide the Grantor with a replacement certificate of insurance within the thirty days prior to modification or cancellation the prior insurance policy.

10. Entire Agreement. This Agreement is the entire agreement between the parties hereto pertaining to the rights and privileges contained herein with respect to the Access License and there are no terms, obligations, covenants, representations, statements or conditions, oral or otherwise, expressed or implied, in addition hereto, except for such deeds and other instruments as may be executed and delivered to effectuate the intent hereof.

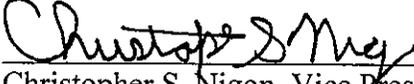
11. Modifications. Any agreement which shall change, discharge or effect an abandonment or waiver of this Agreement or any term or provision hereof, in whole or in part, shall be void unless such agreement is in writing and signed by both parties hereto.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties intending to be legally bound, do hereby execute this Agreement the date and year first above written.

HABASIT AMERICA, INC.

By: 
Christopher S. Nigon, Vice President, Strategic
Operations

CITY OF READING

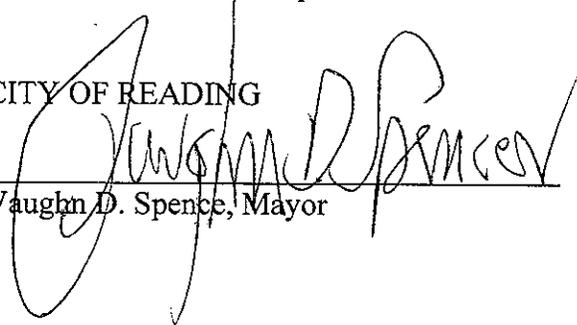
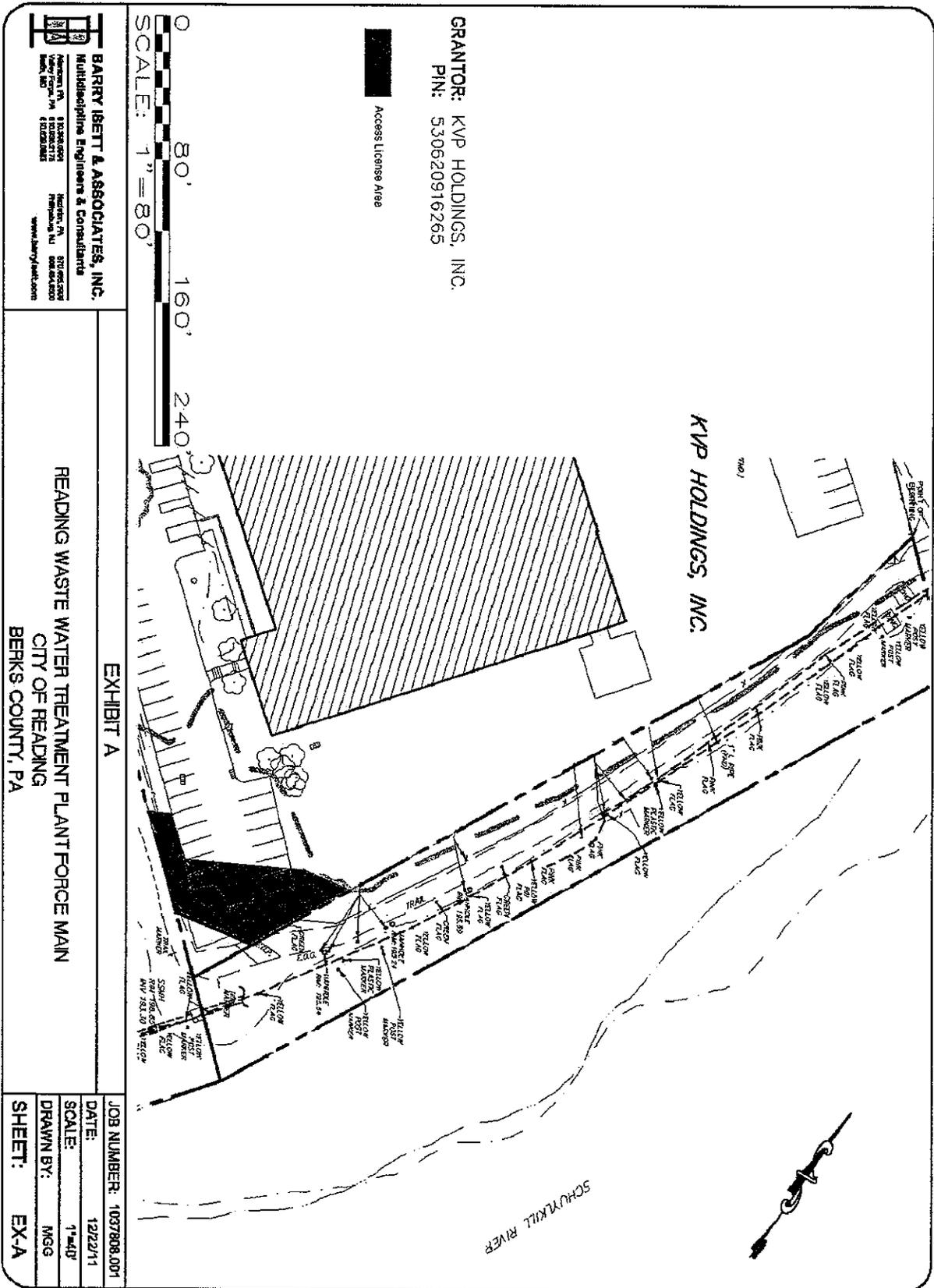
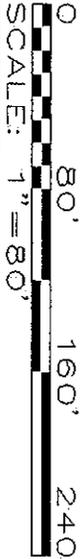
By: 
Vaughn D. Spence, Mayor

Exhibit "A" Map of the Access License Area



GRANTOR: KVP HOLDINGS, INC.
 PIN: 530620916265

Access License Area



BARRY IBETT & ASSOCIATES, INC.
 Multidiscipline Engineers & Consultants
 1000 North 10th Street, Suite 100
 Reading, PA 19602
 Phone: 610-371-1234
 Fax: 610-371-1235
 www.barryibett.com

EXHIBIT A
 READING WASTE WATER TREATMENT PLANT FORCE MAIN
 CITY OF READING
 BERKS COUNTY, PA

JOB NUMBER: 1037808.001
 DATE: 12/22/11
 SCALE: 1"=80'
 DRAWN BY: MGG
 SHEET: EX-A

Prepared By:

Derald J. Hay, Esquire
Fox Rothschild LLP
747 Constitution Drive, Suite 100
Exton, PA 19341

Record and Return to:
Derald J. Hay Esquire
Fox Rothschild LLP
747 Constitution Drive, Suite 100
Exton, PA 19341

Grantor's Property Address: 825 Morgantown Road, Reading, Pennsylvania
Property ID No: 530620916265 (Grantor)

GRANT OF RIGHT OF WAY AND EASEMENT

THIS GRANT OF RIGHT OF WAY AND EASEMENT AGREEMENT (the "Agreement") is made this 15 day of June, 2012, by and between Habasit America, Inc., a Delaware corporation, as successor in interest to KVP Holdings, Inc., with a mailing address of 825 Morgantown Road, Reading, Pennsylvania (hereinafter called "Grantor"), and THE CITY OF READING, Berks County, Pennsylvania, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of 815 Washington Street, Reading, Pennsylvania 19601 (hereinafter called "Grantee").

WITNESSETH:

A. WHEREAS, Grantor is the owner of a certain tract of land situate in the City of Reading, Berks County, Pennsylvania, 825 Morgantown Road, Reading, Pennsylvania, and further being identified as Berks County Property No. 530620916265 ("Grantor's Property") and as further described in Berks County Record of Deeds Book 4093 Page 2198; and

B. WHEREAS, Grantee, as a part of its plan to extend and/or upgrade its intermunicipal sanitary sewage collection, transportation and treatment system, has embarked, or is about to embark, upon the construction of a new 42-inch ductile iron force main extending approximately 7,000 linear feet from the Grantee's pump station located at 6th and Canal Streets in Reading, Berks County, Pennsylvania to its Wastewater Treatment Plant located on Fritz Island, as well as the rehabilitation of the existing 42 inch force main generally parallel therewith (hereinafter collectively the "Project"); and

C. WHEREAS, as a part of the Project, it will be necessary for the Grantee to enter upon Grantor's Property for one or more of the following purposes, to wit: (a) obtaining ingress, egress and regress for persons, vehicles, equipment, and machinery to and from Grantee's sewer facilities (the "Access Easement") and (b) temporarily utilizing a portion of the Grantor's Property in the course of constructing a part of the Project as well as for temporarily utilizing such portion of Grantor's Property for construction, maintenance, repair, removal or replacement of Grantee's sanitary sewer lines (including, without limitation, the existing 42-inch steel force main and proposed 42-inch ductile iron force main) as may be necessary from time to time (the "Construction Easement" and collectively with the Access Easement, the "Easements"), with all such purposes/uses of Grantor's Property being hereinafter specifically set forth; and

D. WHEREAS, in order to proceed with the Project, Grantee has requested authorization from Grantor, which authorization Grantor herein gives to Grantee, for Grantee, its agents, contractors, legal representatives, successors and assigns, to enter upon Grantor's Property for the uses and purposes hereinafter set forth; and

F. WHEREAS, Grantor is desirous of conveying and granting unto Grantee the Easements for the Project in accordance with the terms and conditions as hereinafter set forth.

NOW THEREFORE, for and in consideration of these premises and the sum of One Dollar (\$1.00) paid by Grantee to Grantor in connection with the execution of this Agreement as provided below, and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, the parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The recitals as hereinbefore set forth are incorporated herein by reference as though, again, being set forth in full and complete detail.

2. **Grant of Access.**

a. Grantor does hereby and shall grant, bargain, sell, release and confirm to Grantee, its agents, employees, contractors, representatives, subtenants, licensees, visitors, successors in interest and assigns, a nonexclusive Construction Easement on and over Grantor's Property in such areas specifically designated as such in Exhibit "A" attached hereto and incorporated herein, for purposes of performing any and all necessary activities for the construction and completion the Project, including, without limitation, the use of Grantor's property for staging of equipment, vehicles, machinery and soils as well as temporarily utilizing such portion of Grantor's Property for construction, maintenance, repair, removal or replacement of Grantee's sanitary sewer lines (including, without limitation, the existing 42-inch steel force main and proposed 42-inch ductile iron force main) as may be necessary from time to time.

b. Grantor does hereby and shall grant, bargain, sell, release and confirm to Grantee, its agents, employees, contractors, representatives, subtenants, licensees, visitors, successors in interest and assigns, a non-exclusive Access Easement as a free, uninterrupted

right-of-way over and across the Property in such areas specifically designated as such in Exhibit "B" attached hereto and incorporated herein, for the purpose of ingress, egress and regress of persons, vehicles, and equipment upon, over and across that Grantor's Property, all in connection with the construction, operation, and maintenance of Grantee's sewage facilities as may be necessary from time to time. With the prior written permission of the Grantor (which shall not be unreasonably withheld or delayed), Grantee may upgrade the surface of the Access Easement as may be reasonably necessary for Grantee's access.

c. The Easements are intended for the use of Grantee, its agents, employees, contractors, representatives, subtenants, licensees, visitors, successors in interest and assigns, and shall in no way be used at any time in such a manner so as to increase the burden of the servitude upon Grantor's Property.

3. **Entry Notice.** The Grantee shall provide Grantor with written notice (which may include, without limitation, electronic mail, facsimile or hand delivery) at least forty-eight (48) hours prior to entering Grantor's Property (the "Entry Notice"). The Grantee shall not access the Premises prior to having received a response from the Grantor confirming the Grantee's ability to access the Premises on the date and at the location requested. In the event that Grantor has not responded to Grantee's request within twenty-four (24) hours. Grantee shall have the right to enter upon the Premises for the purpose set forth in its notice. In the event of an emergency Grantee may enter upon the Premises without notice or permission, but shall provide notice to Grantor of its having accessed the Premises as soon as practicable.

4. **Restoration.** Upon full completion of the Project, Grantee shall promptly restore the surfaces of the Easements (except the upgrades to the Access Easement permitted by Grantor) to approximately the same grades as existed prior to the exercise of any of said rights, and shall also restore the Easements with substantially similar surfacing as existed prior to any entry or construction and repair or replace (with substantially similar materials) any fencing removed by Grantee in the exercise hereof.

5. **Fencing.** During the Project, Grantee shall install temporary or semi-permanent construction fence around the northern boundary of the Construction Easement. Upon full completion of the Project or as agreed upon by the Grantor and Grantee, Grantee shall install a chain link fence (reasonably similar size and quality to the existing fence on the adjoining property owned by Grantee) along the southern boundary of Grantor's Property..

6. **Duration of Access Easement.** The Easements hereby created shall be appurtenant to and shall run with the land and is for the benefit of Grantor, Grantee, and their respective agents, employees, representatives, licensees, visitors, contractors, successors in interest and assigns. The agreements, conditions, covenants and promises herein contained are intended to be covenants running with the land. The rights created herein shall not be terminated by reason of sale, transfer, mortgage or lease of Grantor's Property. Notwithstanding the foregoing, Grantee shall have the sole and exclusive right to terminate this Agreement at any time by written notice to Grantor. Upon termination of all of the Access Easement hereunder, Grantee shall at its sole cost and expense, prepare and record an instrument which terminates this Agreement of record.

7. **Laws.** The Grantee, at its own cost and expense, agrees to comply with all laws, ordinances, rules, regulations, decisions, or order of any federal, state, county, municipal, or other governmental authority or courts regulating Grantee's use of the Easements.

8. **Title and Quiet Possession.** The Grantor does hereby warrant and represent to Grantee that Grantor has good and marketable title to Grantor's Property which is subject to the Easements herein granted, and that upon full execution, this Agreement will be a valid, legally binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

9. **Notices.** The parties hereto agree that all notices required to be given (except the Entry Notice) shall be given by hand delivery, electronic mail or facsimile (all with a confirmation of receipt) with a copy sent by a nationally recognized overnight courier addressed to the parties at the addresses set forth below. Such notices shall be deemed received on the date stated on the confirmation of receipt. Either party may change its aforesaid address by written notice to the other.

As to Grantor: Christopher Nigon, President
Habasit America, Inc.
825 Morgantown Road
Reading, PA 19607

As to Grantee: Wastewater Treatment Plant Manager
City of Reading Department of Public Works
899 Morgantown Road
Reading, PA 19607

With a copy to: City of Reading, Solicitor
815 Washington Street
Reading, PA 19601

10. **Broker.** Each party represents and warrants that no brokerage commission or similar compensation is due to any party as a result of this Agreement. Grantor and Grantee each agree to indemnify and hold each other harmless from any and all claims for any commission or compensation to any real estate broker arising out of or in connection with this Agreement.

11. **Performance.** Either party to this Agreement shall have the right to waive any covenant, condition or requirement which, under the terms of this Agreement, is to be performed by the other party, but no covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been waived by any party unless such waiver be in writing and signed by the party electing to make such waiver. Consent of either party to any act or matter must be in writing and shall apply only with respect to the particular act or matter to which such consent is given and shall not relieve the party for whose benefit such waiver has been given from the obligation, wherever required hereunder, to obtain the further consent to any other act or matter.

12. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Grantor and Grantee named herein, and shall be further binding to the heirs, personal representatives, successors in interest and assigns of the Grantor and Grantee.

13. **Indemnity.** Grantee hereby agrees to indemnify, defend (with counsel selected by Grantee) and hold Grantor, its heirs, personal representatives, successors and assigns, harmless from and against any and all actions, causes of action, damages, liabilities, claims, demands, and fines, including reasonable attorneys' fees and costs, caused by or arising out of Grantee's use and operation of the Easements (and the entry upon Grantor's Property by Grantee, its agents and employees in connection therewith), including (without limitation) personal injuries (including death) and property damage. This paragraph shall survive expiration/termination of this Agreement.

14. **Insurance.** Grantee will maintain the following insurance policies during the term of this Agreement:

(a) Workers' Compensation Insurance with statutory limits in accordance with all applicable laws.

(b) Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than \$1,000,000 per occurrence and aggregate (per project).

(c) Automobile Insurance with a limit not less than \$1,000,000 combined single limit.

(d) An umbrella policy of not less than Four Million Dollars (\$4,000,000.00) aggregate.

Within five (5) calendar days of the Effective Date, the Grantee shall furnish to the Grantor a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the Grantor as additional an insured under the Comprehensive General Liability, Automobile, and Excess Umbrella coverages, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the Grantor.

15. **Recording.** This Agreement or a Memorandum thereof shall be recorded in the Office of the Recorder of Deeds of Berks County, Pennsylvania.

16. **Modification.** No modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

17. **Costs.** Grantee shall be responsible for all costs and expenses incurred in connection with the preparation and recording of this Agreement, including recording costs. Each party shall be responsible for its own legal costs.

18. **Default.** In the event of a material default (the "Default") the aggrieved party will provide notice as set forth in this Agreement to the party of the other part detailing the

Default. The alleged defaulting party shall respond to such notice of Default as soon as reasonably possible, but not more than five (5) business days from its receipt of such notice. The defaulting party shall commence to cure such default as soon as reasonably practicable, but not more than five (5) business days from its receipt of notice, and diligently prosecuted thereafter until completion. In the event that the alleged defaulting party does not respond to the notice of default or cure the Default within the times set forth herein, the non-defaulting party may only seek injunctive relief in the Court of Common Pleas in the County of Berks to require the defaulting party to cure such default. The prevailing party in such action shall be entitled to recover its reasonable attorneys' fees incurred to prosecute or defend such action.

19. **Miscellaneous.**

a. This Agreement may be signed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

b. The captions preceding the text of each paragraph are included for the convenience of reference.

c. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law.

d. To the extent any party hereto consists of more than one person, such person shall be jointly and severally liable.

e. Grantor will obtain the consent of its mortgage lender(s) to this Agreement, as evidenced by the Consent and Agreement of Mortgage attached hereto.

f. Grantee hereby reserves, and this Agreement shall not reduce or abridge, Grantee's rights (a) reserved by deed dated June 18, 2004, and recorded in the Berks County Records in Book 4093, Page 2187 and (b) otherwise provided by applicable laws, including, without limitation, the Pennsylvania Eminent Domain Code.

g. If any portion of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the legality, validity or enforceability of the remainder of this Agreement.

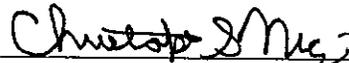
**[REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES APPEAR ON THE NEXT PAGE]**

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

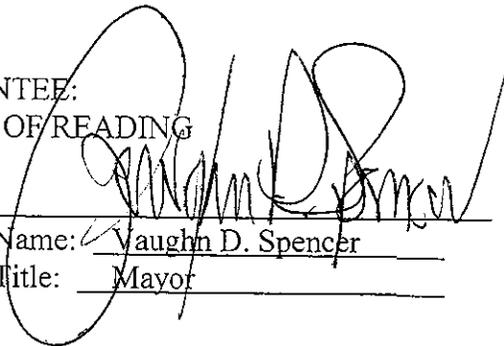
Witness:



GRANTOR:
HABASIT AMERICA, INC.

By: 
Name: Christopher S. Nigon
Title: Vice President, Strategic
Operations

GRANTEE:
CITY OF READING

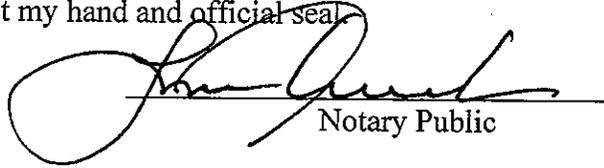
By: 
Name: Vaughn D. Spencer
Title: Mayor

GRANTEE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF BERKS:

On this, the 15 day of June, 2012, before me, a Notary Public, the undersigned officer, personally appeared Vaughn D. Spencer, who acknowledged himself/herself to be the Mayor of the City of Reading, a Pennsylvania political subdivision, and that as such Mayor, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing his/her name thereon as such Mayor.

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



Notary Public

My Commission Expires:

April 17 2016

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Linda A. Kelleher, Notary Public
City of Reading, Berks County
My Commission Expires April 17, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF BERKS

On this, the 1st day of June, 2012, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared Keith Mooney, Esquire, Attorney I.D. #74001, known to me (or satisfactorily proven) to be a member of the bar of the highest Court of said Commonwealth and a subscribing witness to the within instrument, and certified that he was personally present when Christopher S. Nigon, Vice President, Strategic Operations, of Habasit America, Inc., whose name is subscribed to the within instrument, executed the same, and that said persons acknowledged that he executed the same for the purposes therein contained.

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



Notary Public

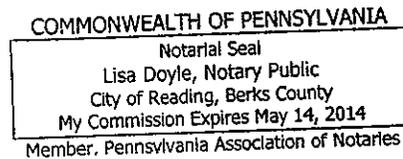
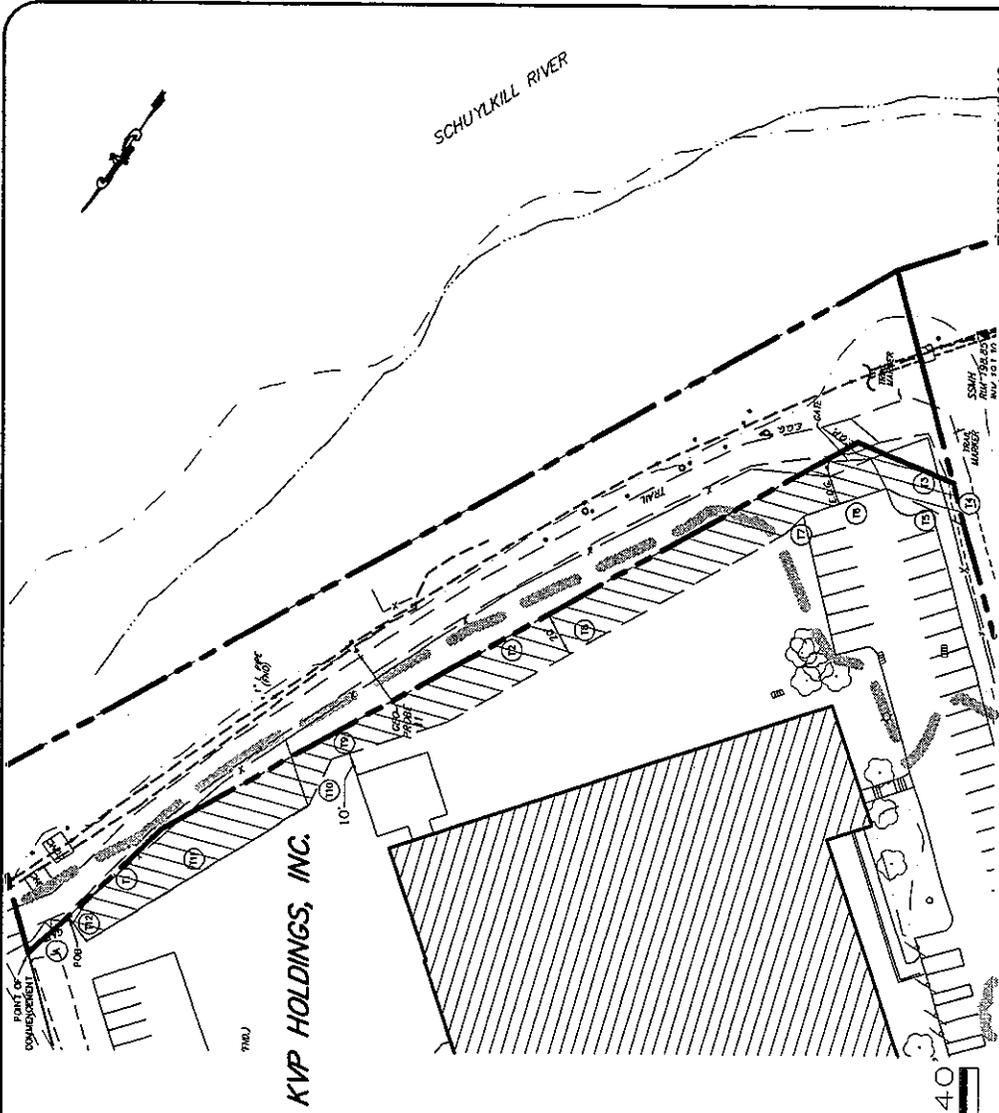


Exhibit "A"



A	S11°32'06"W 24.20'
T1	S11°32'06"W 56.81'
T2	S25°31'18"W 354.99'
T3	S77°48'43"W 46.39'
T4	N49°53'46"W 19.50'
T5	N80°24'19"E 38.50'
T6	N36°05'47"W 39.02'
T7	N09°28'39"E 11.15'
T8	N25°31'18"E 172.50'
T9	N36°30'42"E 54.08'
T10	N08°32'40"W 23.50'
T11	N23°12'09"E 115.23'
T12	S69°22'43"E 13.88'

AREA = 8,701 SQ. FT.

GRANTOR: HABASIT AMERICA, INC., AS
SUCCESSOR IN INTEREST TO
KVP HOLDINGS, INC.

PIN: 530620916265

 CONSTRUCTION EASEMENT



REVISION: 05/01/2012
JOB NUMBER: 1037808.001
DATE: 03/07/2012
SCALE: 1"=80'
DRAWN BY: MGG
SHEET: EX-A

EXHIBIT A
CONSTRUCTION EASEMENT
READING WASTE WATER TREATMENT PLANT FORCE MAIN
CITY OF READING
BERKS COUNTY, PA

 BARRY ISETT & ASSOCIATES, INC.
Multidiscipline Engineers & Consultants
Mechanicsville, PA 17050-2999
Reading, PA 19601-1500
Berks, PA 19603-1685
www.barryissett.com

Exhibit "B"

