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 23 day of Jan A. D. 20 12 Witness my hand and seal of the said City this 24 day of Jan A. D. 20 12

CITY CLERK

BILL NO. 10 -2012

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS TO OBTAIN THE NECESSARY RIGHTS OF WAY AND EASEMENTS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING AND OPERATING THE SANITARY SEWER CONVEYANCE SYSTEM AND UPGRADES BETWEEN THE 6TH AND CANAL PUMP STATION AND FRITZ ISLAND WASTEWATER TREATMENT PLANT.

WHEREAS, the Schuylkill River Greenways Association is the legal owner of real property situate along Morgantown Road, Reading, Berks County, and Pennsylvania, with Parcel Identification number 530651854403 and more particularly described in Deed Book 2193 page 1909; and

WHEREAS, the Schuylkill River Greenways Associated is willing to grant the City of Reading the rights for installing, constructing, maintaining and operating the City of Reading sanitary sewer conveyance system on such property in exchange for a payment equal to Nine Thousand Seven Hundred Thirty-Five Dollars and Sixty Cents ($9,735.60) and in accordance with the terms of the Grant of Right of Way and Easement attached hereto as Exhibit "A";

WHEREAS, Norfolk Southern Railway Company is the successor-in-interest to (1) the legal owner of real property situate adjacent to the Schuylkill River, Reading, Berks County, and Pennsylvania, with Parcel Identification number 18530665528964 and (2) exclusive easement holder to such neighboring property with Parcel Identification number 18530665528964; and

WHEREAS, Norfolk Southern Railway Company, is willing to grant the City of Reading the rights for installing, constructing, maintaining and operating the City of Reading sanitary sewer conveyance system on such properties in exchange for a payment equal to Eight Thousand Dollars ($8,000) in addition to a Risk Financing Fee equal to One Thousand Dollars ($1,000) pursuant to the terms of the Agreement attached hereto as Exhibit "B";

WHEREAS, Brentwood Industries, Inc., is the legal owner of real property situate along Brentwood Drive, Reading, Berks County, and Pennsylvania, with Parcel Identification number 530620922461 and more particularly described in Deed Book 3498 page 1507; and

WHEREAS, Brentwood Industries, Inc., is willing to grant the City of Reading access to such property to install, construct, maintain and operate the City of Reading

sanitary sewer conveyance system on neighboring property free of charge pursuant to the terms of the Grant of Right of Way and Easement attached hereto as Exhibit "C".

WHEREAS, in order to perform the construction, maintenance and improvements 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 above identified properties for temporarily storing and staging construction equipment and materials, permanently accessing portions of the 42-inch sanitary sewer force mains, and installing, constructing, maintaining and operating the sanitary sewer force mains.

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 as Exhibit "A") to accept from the Schuylkill River Greenways Association a non-exclusive, temporary construction easement and non-exclusive, perpetual sanitary sewer easement upon such portions of the premises known and designated within parcel identification number 530651854403, as shown on the plan of Barry Islett & Associates, Inc., dated December 29, 2011 and attached to the Grant of Right of Way and Easement.

SECTION 2. The Mayor is authorized to execute an Agreement (attached as Exhibit "B") to accept from Norfolk Southern Railway Company, a non-exclusive license upon such portions of the premises known and designated within parcel identification numbers 18530665528964 and 18530665528964, as shown on the plan of Entech Engineering, Inc., dated November 15, 2011, and attached to the Agreement.

SECTION 3. The Mayor is authorized to execute a Grant of Right of Way and Easement (attached as Exhibit "C") to accept from Brentwood Industries, Inc., a non-exclusive, temporary construction easement and non-exclusive, perpetual access easement upon such portions of the premises known and designated within parcel identification number 530620922461, as shown on the plan of Barry Islett & Associates, Inc., dated December 19, 2011 and attached to the Grant of Right of Way and Easement.

SECTION 4. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2012

President of Council

Attest:

City Clerk

(LAW DEPT)

Submitted to Mayor: _____

Date: 1-24-12

Received by Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: 1/24/12

Vetoed by Mayor: _____

Date: _____

Exhibit "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: Morgantown Road, Reading, Pennsylvania 19611
Property Identification No: 530651854403 (Grantor)

GRANT OF RIGHT OF WAY AND EASEMENT

THIS GRANT OF RIGHT OF WAY AND EASEMENT AGREEMENT (the "Agreement") is made this _____ day of _____, 20__, by and between SCHUYLKILL RIVER GREENWAY ASSOCIATION, a Pennsylvania non-profit corporation, with a mailing address 140 College Drive, Pottstown, Pennsylvania 19601 (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").

W I T N E S S E T H:

A. WHEREAS, Grantor is the owner of a certain tract of land situate in the City of Reading, Berks County, Pennsylvania, having an address of Morgantown Road, Reading Pennsylvania, and further being identified as Berks County Parcel No. 530651854403 and further described in Berks County Recorder of Deeds Book 2193 Page 1909 ("Grantor's Property"); 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 or replacement of the existing 42 inch force main generally parallel therewith on, among others, Grantor's Property (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) temporarily utilizing a portion of the Grantor's Property in the course of constructing a part of the Project (the "Temporary Construction Easement"); (b) utilizing a portion of the Grantor's Property for the permanent installation of a portion of the Sewage Facilities (as hereinafter defined) (the "Sanitary Sewer Easement") (collectively, the "Easements"), with such Sewage Facilities as installed on Grantor's Property in the Sanitary Sewer Easement becoming a part of the Grantee's municipal sewage collection, transportation and treatment facilities (collectively, the "Municipal Sewage System"), with all such purposes/uses, including, without limitation, obtaining ingress, egress and regress for persons, vehicles, equipment, and machinery to and from the Project, 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

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

NOW THEREFORE, for and in consideration of these premises and the sum of Nine Thousand Seven Hundred Thirty-Five Dollars and Sixty Cents ($9,735.60) 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 hereby grants and conveys to Grantee, its successors and assigns, a Sanitary Sewer Easement (at such location identified in Exhibit "A", attached hereto and incorporated herein) as a perpetual and non-exclusive right of way and easement together with the right of ingress, egress and regress of persons, vehicles and equipment and to construct, lay, operate, maintain, repair, relay, add to, change the size of, replace or remove such parts of the sewage facilities, including, without limitation, the existing 42-inch force main, the new 42-inch ductile iron force main proposed to be constructed as part of the Project, conduits, manholes, drains, wires and other facilities for the transportation of sewage, in, over, through and under Grantor's Property, and an existing service road (collectively, the "Sewage Facilities") as Grantee may require in connection with the Project and for its Municipal Sewage System, as determined by Grantee in its sole discretion.

b. Grantor hereby grants and conveys to Grantee a Temporary Construction Easement on and over Grantor's Property, at such location identified in Exhibit "A", for purposes of performing any and all necessary activities to construct and install the Sewage Facilities and to complete the Project.

c. Upon full completion of the Project, the Sanitary Sewer Easement shall remain in full force and effect for those uses and purposes as hereinbefore set forth, while the Temporary Construction Easement shall automatically terminate with said Grantee having no further rights in or control over such Temporary Construction Easement(s).

d. Upon completion of the Project, the surface of the Sanitary Sewer Easement and Temporary Construction Easement, including the existing service road, will be available to the general public for recreational purposes in addition to the City of Reading's operational needs pursuant to this Agreement. The City of Reading shall allow access to the Angelica Creek Trail which utilizes the existing service road, as it may be realigned from time-to-time within the Sanitary Sewer Easement area (the "Service Road"), and shall post signage satisfactory to Grantor in Grantor's reasonable discretion which contains contact information for the public to notify the City of Reading in the event of a release of sewage or other emergency.

3. **Restoration and Maintenance.** Upon full completion of the Project, Grantee shall promptly restore the surfaces of the Easements 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. Grantee will only be responsible for the cost of maintenance and repair of the Service Road to the extent Grantee deems necessary (in its reasonable discretion) for Grantee's operation and to repair damage caused by Grantee. Grantee and Grantor, and any other persons entitled to use the Service Road, shall each have the right, but not the obligation, to otherwise perform continuing maintenance on and repairs to the Service Road, including snow or ice removal, as they each deem necessary in their sole discretion and at their sole cost without contribution.

4. **Grantor's Use of the Surface of the Sanitary Sewer Easement.** Grantor reserves the right to cultivate or otherwise use and enjoy the surface of the Sanitary Sewer Easement, but Grantor shall not construct or permit to be constructed any house, structure or obstructions (including trees, shrubs and fences) on or over said permanent Sanitary Sewer Easement(s), nor shall Grantor interfere in any way with the construction, maintenance or operation of any Sewer Facilities on or under the Sanitary Sewer Easement or change the grade over said Sewer Facilities.

5. **Duration of the Easements.** The Easements hereby created shall be appurtenant to and shall run with the land and are 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 Easements hereunder, Grantee shall at its sole cost and expense remove all Sewage Facilities from the Easements in a manner consistent with all laws and regulations of the Commonwealth of Pennsylvania, and prepare and record an instrument which terminates this Agreement of record. Should Grantee terminate this Agreement or abandon the Sanitary Sewer Easement, and fail to remove all Sewage Facilities from the Easement as described above, Grantee shall be liable for all damages of Grantor, including, but not limited to, diminution in property value, Grantor's expenses in removing the Sewage Facilities from the Easements, and reasonable counsel fees.

6. **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.

7. **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.

8. **Notices.** The parties hereto agree that all notices required to be given shall be given personally or by certified mail, return receipt requested addressed to the parties at the addresses set forth in the first paragraph of this Agreement. Either party may change its aforesaid address by written notice to the other.

9. **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.

10. **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.

11. **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.

12. **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.

13. **Insurance.** Grantee will maintain such liability insurance with its insurance carrier(s) as Grantee deems appropriate to cover its obligations under this Agreement and shall name Grantor as an additional insured thereon.

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

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

16. **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.

17. **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. 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:

By: _____
Name: _____
Title: _____

GRANTEE:

By: CITY OF READING
Name: _____
Title: _____
Mayor

GRANTOR ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF _____:

On this, the _____day of _____, 20___ , before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____of _____, a ____ _____, and that as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name thereon as such _____.

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

_____
Notary Public

My Commission Expires: _____

GRANTEE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF _____:

On this, the _____day of _____, 20___ , before me, a Notary Public, the undersigned officer, personally appeared _____, 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: _____

EXHIBIT "A"

SITE MAP

GRANTOR: SCHUYLKILL RIVER GREENWAY ASSOCIATION
PIN: 530651854403

TEMPORARY CONSTRUCTION EASEMENT

T2.1	S82°16'09"E 20.22'
T2.2	S00°45'07"E 107.85'
T2.3	S06°22'37"E 114.91'
T2.4	N64°58'09"W 23.43'
T2.5	N06°22'37"W 103.68'
T2.6	N00°45'07"W 111.81'

AREA = 4,382 SQ. FT.

SANITARY SEWER EASEMENT

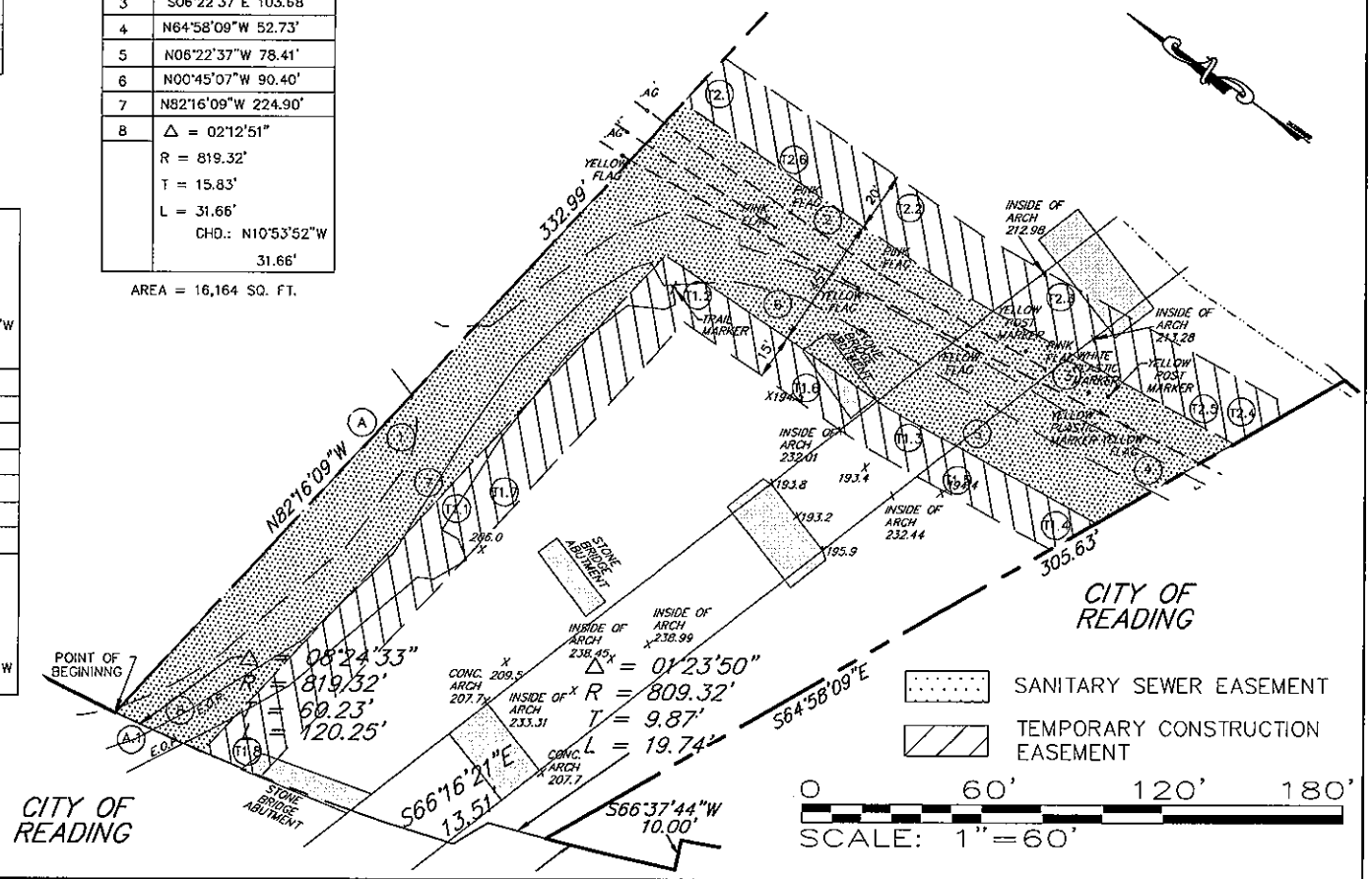
1	S82°16'09"E 276.03'
2	S00°45'07"E 111.81'
3	S06°22'37"E 103.68'
4	N64°58'09"W 52.73'
5	N06°22'37"W 78.41'
6	N00°45'07"W 90.40'
7	N82°16'09"W 224.90'
8	Δ = 02°12'51"
	R = 819.32'
	T = 15.83'
	L = 31.66'
	CHD.: N10°53'52"W 31.66'

AREA = 16,164 SQ. FT.

TEMPORARY CONSTRUCTION EASEMENT

A.1	Δ = 02°12'51"
	R = 819.32'
	T = 15.83'
	L = 31.66'
	CHD.: N10°53'52"W 31.66'
T1.1	S82°16'09"E 224.90'
T1.2	S00°45'07"E 90.40'
T1.3	S06°22'37"E 78.41'
T1.4	N64°58'09"W 17.58'
T1.5	N06°22'37"W 69.99'
T1.6	N00°45'07"W 73.16'
T1.7	N82°16'09"W 205.24'
T1.8	Δ = 01°29'35"
	R = 819.32'
	T = 10.68'
	L = 21.35'
	CHD.: N12°45'05"W 21.35'

AREA = 6,642 SQ. FT.



BARRY ISETT & ASSOCIATES, INC.
Multidiscipline Engineers & Consultants
Allentown, PA 610.398.0904
Valley Forge, PA 610.935.2175
Berlin, MD 410.629.0883
Hazleton, PA 570.455.2999
Phillipsburg, NJ 908.454.9500
www.barryisett.com

EXHIBIT A

SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT
READING WASTE WATER TREATMENT PLANT FORCE MAIN
CITY OF READING
BERKS COUNTY, PA

JOB NUMBER:	1037808.001
DATE:	12/29/11
SCALE:	1"=60'
DRAWN BY:	MGG
SHEET:	EX-A

Exhibit "B"

THIS AGREEMENT, dated as of the _____ day of _____, 20___ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia, 23510 (hereinafter collectively called "Railway"); and

CITY OF READING, DEPARTMENT OF PUBLIC WORKS, a Municipal Authority of the Commonwealth of Pennsylvania, whose mailing address is 815 Washington Street, Reading, Pennsylvania 19601-3690 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee proposes to install, maintain, operate and remove one temporary 42-inch ductile iron sanitary sewer pipe (for a period not to exceed two years) and two permanent 42-inch sanitary sewer pipes each encased in a 56-inch steel pipes (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at Milepost AF-11.55, Harrisburg Line, at or near **Reading, Berks County, Pennsylvania**, the same to be located in accordance with and limited to the installation shown on print of drawings marked Exhibit A, B and C, dated November 15, 2011, attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation, construction, maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable one-time fee in the amount of NINE THOUSAND AND 00/100 DOLLARS ($9,000.00) (hereinafter called the "Fee") to cover the Risk Financing fee (as hereinafter defined) in the amount of $1,000, and a one-time occupancy fee in the amount of $8,000, and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

1. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.

2. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as

will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.

3. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

4. Electronic Interference. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

5. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

6. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

7. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby

indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

8. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

9. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

10. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever, including, but not limited to, Licensee's agents, workmen, servants or employees, or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

11. Insurance.

(a) Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (iii) below

and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (i) and (ii).

(i) Upon execution of this Agreement, Licensee shall pay Railway a Risk Financing Fee of $1,000.00 to provide for such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, (i) deleting the contractual exclusion for work within fifty feet of the a railroad, (ii) containing products and (iii) containing completed operations and contractual liability coverage, with a combined single limit of not less than $1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, Licensee, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of $2,000,000 each occurrence and $6,000,000 aggregate.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Licensee, or its contractor if it employs one, shall: furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Licensee in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws,

regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

14. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) a receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities, and such change cannot be accommodated pursuant to Section 6 hereof; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes, and such use cannot be accommodated pursuant to Section 6 hereof.

In the event of termination by Railway of the License Agreement as to any or all of Licensee's Facilities, pursuant to subparagraphs (b), (c) or (d) above, Railway shall use diligent efforts so as to allow for the relocation of such Facilities across or along Railway's property. The relocation shall be in a location satisfactory to Railway and Licensee; Licensee shall enter into a new License Agreement with Railway. The new License Agreement shall not include an occupation fee.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

18. Abandonment of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall abandon the permanent Facilities on the Premises within thirty (30) days after the effective date thereof by completely filling the pipes with cement grout, compacted sand, flowable fill or other methods approved by Railway. In performing such abandonment, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so abandon the Facilities by completely filling the pipes with cement grout, compacted sand, flowable fill or other methods approved by Railway, or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove or abandon the Facilities by completely filling the pipes with cement grout, compacted sand or flowable fill, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal or abandonment and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises

or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

20. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

21. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

23. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
1200 Peachtree Street, NE – 12th Floor
Atlanta, Georgia 30309-3504
Attention: Director Contract Services

If to Licensee:
City of Reading
815 Washington Street
Reading, Pennsylvania 19601-3690
Department of Public Works

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

24. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

25. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

26. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

27. This License is authorized by Licensee to be entered into by Resolution / Ordinance Number _____, adopted by _____, a certified copy of which is attached hereto and made a part hereof.

28. If applicable, this Agreement shall become effective as of the expiration of thirty (30) days from the date when a copy thereof shall be filed by Railway in the office of the Secretary of the Pennsylvania Public Utility Commission ("PA PUC"), provided that, if the PA PUC shall, prior to the expiration of such period institute a proceeding affecting its validity under the provisions of Section 507 of the Public Utility Law, this Agreement shall only become effective upon its approval by the PA PUC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate, each part being an original, as of the date first above written.

Witness:

NORFOLK SOUTHERN RAILWAY COMPANY

_____
As to Railway

By: _____
Real Estate Manager

Witness:

CITY OF READING, DEPARTMENT OF PUBLIC WORKS

_____
As to Licensee

By: _____
Title: _____

Activity Number 1162418
PHK: Rev 1 December 21, 2011
File No. 562684v1

Exhibit "A": Installation Drawing

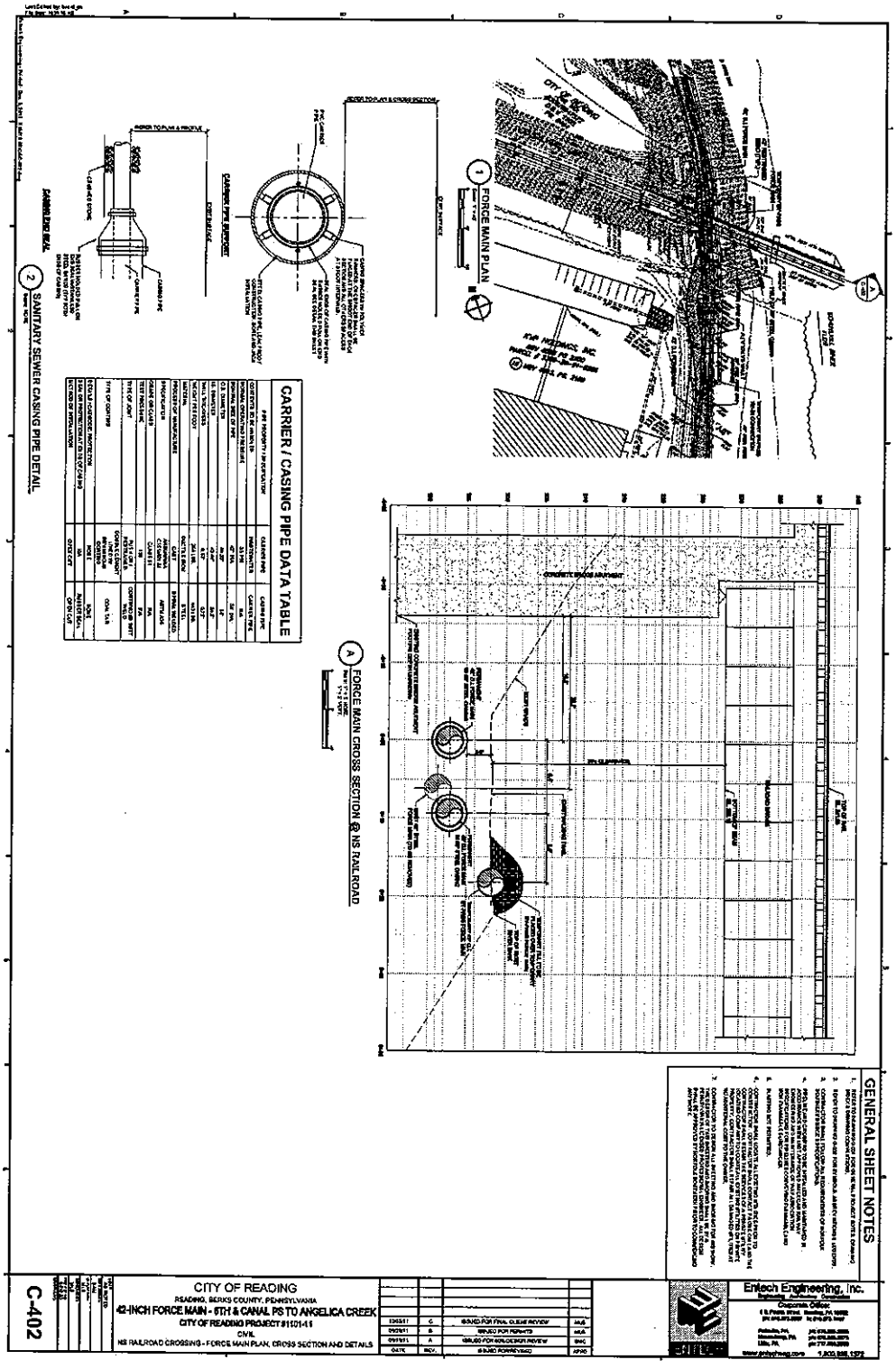


Exhibit "C"

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: Brentwood Drive, Reading, Pennsylvania 19611
Property ID No: 530620922461 (Grantor)

GRANT OF RIGHT OF WAY AND EASEMENT

THIS GRANT OF RIGHT OF WAY AND EASEMENT AGREEMENT (the "Agreement") is made this _____ day of _____, 2011, by and between BRENTWOOD INDUSTRIES, INC, a _____ corporation, with a mailing address of _____
(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").

W I T N E S S E T H:

A. WHEREAS, Grantor is the owner of a certain tract of land situate in the City of Reading, Berks County, Pennsylvania, having an address of Brentwood Drive, Reading, PA, and further being identified as Berks County Property No. 530620922461 ("Grantor's Property") and as further described in Berks County Record of Deeds Book 3498 Page 1507 and identified in Exhibit "A" attached hereto and incorporated herein; 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 the Project (the "Access Easement") and (b) temporarily utilizing a portion of the Grantor's Property in the course of constructing a part of the Project (the "Temporary Construction Easement (collectively, 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 in conjunction with Grantee's preexisting access rights as set forth in Instrument Number 2008016877 recorded with the Berks County and identified in Exhibit "A" Recorder of Deeds; and

E. 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 hereby grants and conveys to Grantee a Temporary Construction Easement on and over Grantor's Property attached hereto and incorporated herein, generally 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 temporary construction offices.

b. Grantor hereby grants and conveys to Grantee a non-exclusive Access Easement on and over Grantor's Property, as such "Access Easement" is identified in Exhibit "A", as a perpetual right of way and easement for the purpose of ingress, egress, and regress for persons, materials, vehicles, and equipment, in, over, along, and across the lands of Grantor for the purpose of exercising the rights herein granted; to enter said lands for the conduct of surveys and to establish the lines for construction; to place surface markers; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface; and to install gates and stiles in any fences crossing said land as Grantee may require in connection with the Project for its sewage system, as determined by Grantee in its sole discretion.

c. Upon full completion of the Project, the Access Easement shall remain in full force and effect for those uses and purposes as hereinbefore set forth, while the Temporary Construction Easement shall automatically terminate with said Grantee having no further rights in or control over such Temporary Construction Easement(s).

3. **Restoration.** Upon full completion of the Project, Grantee shall promptly restore the surfaces of the Easements 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. In the event Grantee removes or destroys any trees greater than one inch in diameter at breast height on Grantor's Property in conjunction with site preparation for the Temporary Construction Easement, Grantee shall replace each such trees with nursery grade trees (approximately one to two inches in diameter at breast height) within a reasonable time after full completion of the Project.

4. **Duration of Access Easement.** The Access Easement hereby created shall be appurtenant to and shall run with the land and are 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.

5. **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.

6. **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.

7. **Notices.** The parties hereto agree that all notices required to be given shall be given personally or by certified mail, return receipt requested addressed to the parties at the addresses set forth in the first paragraph of this Agreement. Either party may change its aforesaid address by written notice to the other.

8. **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.

9. **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.

10. **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.

11. **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, contractors and employees in connection therewith), including (without limitation) personal injuries (including death) and property damage. This paragraph shall survive expiration/termination of this Agreement.

12. **Insurance.** Grantee will maintain the following insurance policies during the term of this Agreement (naming Grantor as an additional insured on Grantee's Commercial General Liability, automobile and umbrella policies):

(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.

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

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

15. **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.

16. **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. 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:

By: _____
Name: _____
Title: _____

GRANTEE:

By: CITY OF READING
Name: _____
Title: _____

GRANTOR ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF _____:

On this, the _____day of _____, 20___ , before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____of _____, a ____ _____, and that as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name thereon as such _____.

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

_____
Notary Public

My Commission Expires:

GRANTEE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF _____:

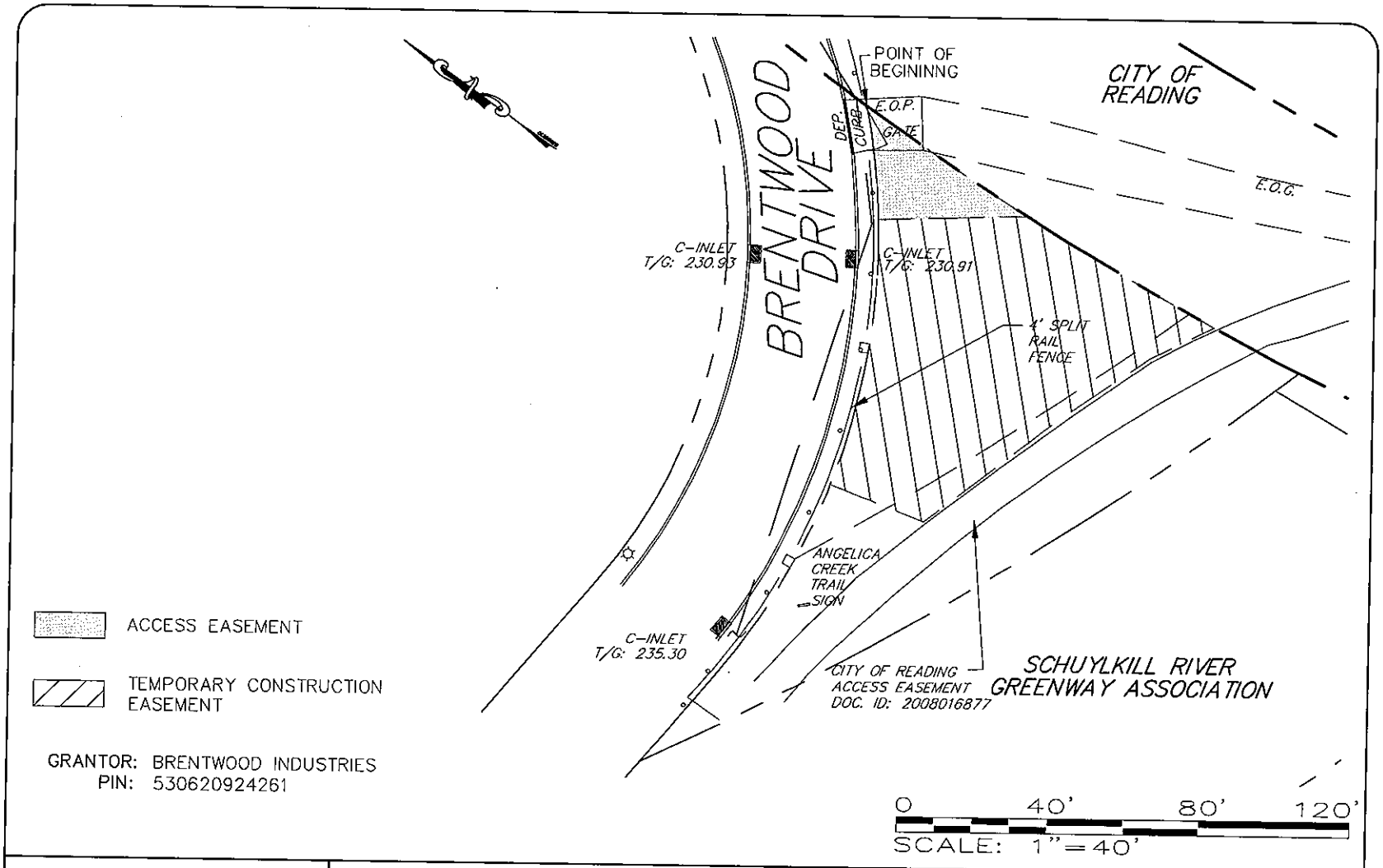
On this, the _____day of _____, 20___ , before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____of the City of Reading, a Pennsylvania political subdivision, and that as such _____, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing his/her name thereon as such _____.

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

_____
Notary Public

My Commission Expires:

Exhibit "A"



BARRY ISETT & ASSOCIATES, INC.
Multidiscipline Engineers & Consultants
Allentown, PA 610.395.0904 Hazleton, PA 570.455.2899
Valley Forge, PA 610.935.2175 Phillipsburg, NJ 908.454.9500
Berlin, MD 410.629.0683
www.barryisett.com

EXHIBIT A

ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMEN
READING WASTE WATER TREATMENT PLAN FORCE MAIN
CITY OF READING
BERKS COUNTY, PA

JOB NUMBER:	1037808.001
DATE:	12/19/11
SCALE:	1"=40'
DRAWN BY:	MGG
SHEET:	EX-A