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OF COUNSEL TO THE FIRM
DAVID H. ROLAND
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EXETER MEDICAL & PROFESSIONAL BUILDING
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READING, PA 19606
(610) 779-3830

BOYERTOWN OFFICE
300 E. PHILADELPHIA AVENUE
BOYERTOWN, PA 19512
(610) 367-7443

RECEIVED
JUL 10 2006

July 7, 2006

Diane Hollenbach, Secretary
Maidencreek Township
P.O. Box 319
Blandon, PA 19510

Re: Melrose Place

Dear Diane:

Enclosed please find the original recorded Developer Improvement Agreement in regard to the above-referenced matter. Thank you very much.

Very truly yours,

Eugene Orlando, Jr.

EO/tmw
Enc.

P18
N2

Prepared By:
Eugene Orlando, Jr., Esq.
Roland & Schlegel, P.C.
627 N. 4th Street
P.O. Box 902
Reading, PA 19603

REC BK04899-PG2255 AGREEMENT
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RCD FEE: $47.50 PAGE: 1 of 19

BERKS COUNTY ROD
ELLIE ANTOINE ROD

Return to:
Eugene Orlando, Jr., Esq.
Roland & Schlegel, P.C.
627 N. 4th Street
P.O. Box 902
Reading, PA 19603

Address:
801 Park Road
Maidencreek Township, PA
Tax ID#5421-18-30-4153

MAIDENCREEK TOWNSHIP
DEVELOPER'S IMPROVEMENT AGREEMENT

THIS AGREEMENT made this 30 day of May, 2006, between RODOLFO FOLINO, with an address at 68 South Hampton Drive, Wyomissing Hills, PA 19610, (hereinafter referred to as "Developer"), and the BOARD OF SUPERVISORS OF MAIDENCREEK TOWNSHIP Berks County, Pennsylvania, (hereinafter "Township").

W I T N E S S E T H

WHEREAS, Developer is the owner and developer of a certain tract of land more fully described as a portion of Berks County Records Deed Volume 3408, Page 1763, all situate in Maidencreek Township, Berks County, PA, and also shown on and described in Plan Number 04-085-P00, consisting of 13 total sheets and known as "Melrose Place Subdivision" as prepared by McCarthy Engineering dated November 11, 2004, as revised March 2, 2006, (hereinafter The Plan) which has

been submitted by Developer to the Township for review and approval (hereinafter the "Tract"); and

WHEREAS, The Plan as revised was given final approval by the Board of Supervisors of the Township on February 9, 2006, and said approval is incorporated herein by reference in this Agreement; and,

WHEREAS Developer intends to develop the tract in accordance with The Plan, the Township approval and in accordance with the Zoning and Subdivision and Land Development Ordinances and all other applicable ordinances of the Township; and,

WHEREAS The Plan and proposed improvements as indicated on The Plan are incorporated into this Agreement by reference and made part of this Agreement; and,

WHEREAS The Plan provides for road way improvements, soil and erosion controls, driveways, parking areas, walkways, storm water management facilities, and landscape buffers and plantings and all other improvements as set forth on The Plan and required under the ordinances of the Township; and,

WHEREAS Developer has assumed responsibility for the installation, construction and completion of all improvements and facilities shown on The Plan including but not necessarily limited to all those specifically itemized in Exhibit "A" attached hereto and made part hereof; and,

WHEREAS Developer agrees to complete all sidewalks in conjunction with completion of street construction; and,

WHEREAS the parties intend to formalize their understandings and agreements regarding construction, installation and maintenance of all plan improvements and to provide for the financial security to insure completion of the same;

NOW THEREFORE, in consideration of the covenants and promises hereinafter contained to be kept and performed, the parties hereto, intending to be legally bound hereby, agree as follows:

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1. **Incorporation of Recitals**

a. The 'WHEREAS' clauses above are incorporated herein by reference and shall be deemed and applied as an integral part of this Agreement.

b. The term "Storm Drainage Facilities" for the purpose of this Agreement shall mean all those improvements to be constructed by the Developer as shown on The Plan.

2. **Improvements and Construction**

The Developer shall construct at Developer's sole cost and expense, the improvements shown on The Plan, with all construction to be in accordance with Township standards and subject to inspection of the Township Engineer, or other duly authorized agents of the Township. Without limiting the generality of the foregoing, the specific improvements are contained in the drawing sheets that comprise "Melrose Place Subdivision" and more fully itemized on Exhibit "A" showing all cost estimates, and consist of the following Plan sheets:

TITLE	SHEET NO.	DATE	REV.
Cover Sheet	Sheet 1 of 13	11-11-04	3-2-06
Final Subdivision Plan	Sheet 2 of 13	11-11-04	3-2-06
Grading and Utility Plan	Sheet 3 of 13	11-11-04	3-2-06
Landscaping/Lighting Plan	Sheet 4 of 13	11-11-04	1-17-06
E&S Control Plan	Sheet 5 of 13	11-11-04	6-8-05
Profile Sheet	Sheet 6 of 13	11-11-04	6-8-05
Profile Sheet	Sheet 7 of 13	11-11-04	1-17-06
Profile Sheet	Sheet 8 of 13	11-11-04	3-2-06
Profile Sheet	Sheet 9 of 13	11-11-04	1-17-06
Detail Sheet	Sheet 10 of 13	11-11-04	6-8-05
Detail Sheet	Sheet 11 of 13	11-11-04	1-05-06
E&S Detail Sheet	Sheet 12 of 13	11-11-04	6-8-05
Sub Basin Plan	Sheet 13 of 13	11-11-04	6-8-05

The improvements required under this Developer's Improvements Agreement, may include, but are not limited to, the following:

(1) Grading
(2) Street base and paving
(3) Curbs

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(4) Sidewalks
(5) Soil and erosion control
(6) Street monuments/stakeout
(7) Street name signs
(8) Street lights
(9) Electrical utility trench
(10) Storm sewer facilities
(11) Landscaping

Construction of sidewalks if any within the property shown on the Plan shall be completed in conjunction with the construction of the roadways.

3. Term of Agreement

Developer agrees with the Board of Supervisors of the Township of Maidencreek that all of the improvements provided for in this Agreement shall be completed within one (1) year from the date of this Agreement. After completion, an eighteen (18) month maintenance period shall commence for which the Developer shall be responsible for all improvements as described in this agreement.

4. Financial Security

The Developer will provide to the Township financial security in the form of an Irrevocable letter of Credit in the initial amount of $2,474,956.15 issued by National Penn Bank representing the Improvement Cost Estimate to cover the cost of the improvements, contingencies, administration and legal and inspection of all facilities as required in The Plan and as more fully set forth in Exhibit "A", improvements estimate spread sheets, which amounts represent unit prices for improvements as completed and in place within twelve (12) months from the date of this Agreement, and for the maintenance of the improvements for an additional eighteen (18) months after completion thereof, as reduced as more fully set forth in subparagraph (D) herein. NOTWITHSTANDING ANYTHING TO THE CONTRARY, DEVELOPER SHALL UPON REQUEST PROVIDE AN ADDITIONAL OR NEW LETTER OF CREDIT REFLECTING CURRENT COST ESTIMATES NO LATER THAT 30 DAYS AFTER WRITTEN NOTICE FROM THE TOWNSHIP IN ORDER

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TO INSURE THAT THE FINANCIAL SECURITY PROVIDED FOR HEREIN IS ADEQUATE UNDER CURRENT COST REQUIREMENTS.

The amount of any security provided by the Developer to the Township shall be reduced upon the certification of the Township Engineer and approval of the Board of Supervisors that required improvements have been installed and completed in accordance with The Plan.

B.) Annually, if in the best professional judgment of the Township Engineer, the fund has been depleted to a point where it is not reasonable for the balance of the improvements remaining to be done, the Township shall have the right to require the Developer to replenish the fund with additional monies. If such replenishment is not made within two (2) weeks after written notice of the same has been given to Developer, Developer agrees that this Agreement is in default and the Township shall be authorized to proceed to a court in equity and entitled to seek an injunction barring any and all further work and/or development on the project, including lot sales.

C.) It is further agreed that there shall be retained in the Escrow Account or other security at all times until completion of the improvements and storm water control facilities and approval by the Township, an amount not less than ten percent (10%) of the initial escrow amount or security, which amount shall be returned to Developer only upon the completion of the improvements, except for the amount to be retained for maintenance expenses associated with the public improvements.

D.) After completion of the improvements, the aggregate amount of the escrow account, or other security with respect to said improvements, shall be reduced to Ten percent (10%) of the initial amount to be designated for the maintenance of the improvements for an eighteen (18) month period after the completion date of the same. At the conclusion of said eighteen-month (18) period, the Letter of Credit shall be returned to the issuer, only after acceptance and approval of Township of all improvements.

E.) If installation of the improvements has not been completed by the Developer on or before twelve (12) months from the date final subdivision plans has

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been released to Developer for recording, and the time for completion of the improvements has not been extended in writing as provided, then the Township of Maidencreek may draw against the escrow account or letter of credit for the completion of the public improvements without the co-signature of the Developer. After the completion of the improvements, whether the same are completed by Developer or by the Township of Maidencreek, the Township may draw against said account toward the maintenance of the improvements for eighteen (18) months after the completion of the same, to the extent that said maintenance is not performed by Developer, within thirty (30) days after written notice from the Township to the Developer to perform such maintenance.

F.) The Township shall advise the bank by letter of the Developer's failure to complete the installation of the improvements which shall be performed by the Township or Township's designee, within the twelve (12) month period from the date the Plan has been released to the Developer for recording or as extended in writing by the parties, or to perform such maintenance within thirty (30) days after written notice to the Developer.

G.) The word "completion" shall mean 100% completion of all improvements on Form S-4 which is incorporated herein by reference thereto, including the installation of the wearing course on all roadways. The Maidencreek Township Subdivision Improvements Agreement Form S-4 is incorporated herein by reference and made a complete and integral part of this Developer's Improvements Agreement.

H.) In the event of a breach of this Agreement by the Developer, or the failure of the Developer to satisfactorily perform as required by this Agreement, the Township shall have the following additional remedies, which may be exercised after ten (10) days prior written notice thereof to the Developer.

(1) Seek such equitable relief as may be available including, but not restricted to, injunctive measures;

(2) Avail itself to any other remedy available to it.

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l.) Nothing herein contained shall diminish the rights of the Township under any laws or agreements insofar as they affect the Improvements provided for herein by the Developer.

5. Authorization for Payment

The Developer shall submit to the Township of Maidencreek ten (10) calendar days prior to the Township's regular scheduled monthly meeting a request for payment authorization for all work done on the project for the preceding month. Upon the Township's approval, and submission to Bank by the Township of the authorization to reduce the Letter of Credit, payments must be made by the Developer within fifteen (15) calendar days.

6. Record Drawings

Upon completion of the subdivision, the Developer will furnish sepias of the drawings that were previously approved by the Township of Maidencreek showing the location and profiles of all improvements installed hereinafter referred to as "Record Drawings". Said Record Drawings shall be certified by the Developer's professional engineer.

7. Soil and Erosion

As the Developer proceeds with this Agreement, Developer shall use all methods that are prudent for soil and erosion control, as provided by the Maidencreek Township Subdivision and Land Development Ordinance, and as more fully detailed in The Plan.

8. Building Permits

It is agreed by and between the Developer and the Township that all fees shall be paid by Developer to the Township and/or Authority prior to receiving a building permit from the Township for development.

9. Township Approval of Improvements

All improvements must be constructed according to the specifications and rules and regulations of the Township of Maidencreek. Further, all improvements must be inspected by the Township Engineer to a reasonable extent and the cost

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thereof paid by the Developer at prevailing rates. Developer agrees to reimburse Township for all administrative, engineering and legal expenses incurred by the Township in connection with the within subdivision. Developer shall have these bills paid within ten (10) days from the date he receives the bills from the Township of Maidencreek. (In the event that any of the Developer's work is disapproved, the Township, through its engineer, will provide the Developer with a written itemization of the deficiencies.)

The Township and/or Authority shall handle all administration and inspection of all improvements installed. The inspection of the installed improvements shall be by the Township and/or Authority's Engineer. Installation, construction, design, workmanlike quality, physical work as to all improvements and the methods for performing the work remains the exclusive obligation and responsibility of the Developer. The Developer has sole and exclusive direct and supervisory powers over the performance of men, equipment and operators and the methods of operation concerning all work performed pursuant to this Developer's Improvements Agreement.

Prior to commencement of construction of public improvements the Developer will provide to the Township acknowledged deed suitable for recording for all easements and/or rights-of-way required by the Developer and/or The Plan.

10. <u>Certifying Affidavit</u>

Upon completion of the improvements as specified in this Agreement, the Developer shall furnish the Township of Maidencreek with an affidavit certifying completion of the improvements as specified along with a release of liens for all work performed.

In the case of water and sewer liens, occupancy permits will not be issued to the Developer until the Township has received from the Sewer Authority's engineer, certification that said water and sewer lines are acceptable for flow.

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11. Indemnification

The Developer and the Developer's heirs, administrators, executors, successors and assigns, shall be solely responsible for any and all damage caused by the Developer, its agents, sub-contractors and/or independent contractors, successors or assigns in the development of said land, and shall at their expense repair any damage done to abutting property owners or their land because of any negligent Act on the part of the Developer, its agents, successors or assigns, in the development of its land. The Developer agrees to exonerate, indemnify and hold harmless the Township, its agents, officers, employees, attorneys and consultants from and against all claims and actions based upon or arising out of the approval of The Plan, or on account of any injury, including death, damages received or sustained of any person or persons by reason of any such act or neglect on the part of Developer, its agents or employees, or by reason of the condition of the premises, the work undertaken by the Developer pursuant to this Agreement, or the installation of any storm water drainage facilities, or in consequence of any negligent act or omission and/or the intentional conduct of anyone acting by, through or under direction of the Developer regarding the same. If requested by the Township, the Developer shall assume without expense to any municipal body, the defense of any claim or claims resulting from occurrences prior to the satisfaction and/or release of the maintenance security.

12. Mud and Debris

The Developer shall make provisions for and be responsible for removing all mud and debris from all vehicles and equipment leaving the construction site onto public streets adjoining the area to be developed under this Agreement, and shall remove all debris and litter from the construction site and from areas in and around the construction site on which it may be deposited. If the same is not removed and/or properly disposed of within twenty-four (24) hours after verbal notice by the Township to the Developer then in that event, the debris and/or liter may be removed by the Township at the Developer's expense, in which case the Developer

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will be charged for said expense plus twenty percent (20%) surcharge for administrative expenses, etc.

13. Costs

The Developer shall be solely responsible for all costs of recording, inspections and all other expenses of the Township, its attorneys and engineers as well as for any other incidental expenses incurred with respect to the subdivision and/or land development review process and approval process including legal and engineering expenses incurred by the Township. In the case of default by the owner, Developer shall be liable for reimbursement for all legal fees and/or other out of pocket expenses incurred in enforcing the provisions of this Agreement which may be drawn by the Township out of the Financial Security described in Paragraph 4. With respect to any fees or charges to be paid or reimbursed by the Developer, same shall be paid within thirty (30) days of invoice date, and if not so paid, the Township shall be entitled to charge interest at the legal rate commencing at thirty (30) days from invoice date.

14. Bankruptcy, Insolvency or Reorganization

If there shall be filed against the Developer or cause to be filed by the Developer, in any Court pursuant to any statute either of the United States or of the Commonwealth of Pennsylvania, a petition for bankruptcy, insolvency and/or reorganization, or for the appointment of a receiver or trustee all or any portion of the Developer's assets, and if within thirty (30) days thereafter, Developer fails to secure a discharge thereof, or if the Developer shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for enter into any agreement, the rights of the Developer under this Agreement may be canceled or terminated at the option of the Township providing, however, that any successor in interest, or person acting on behalf of the Developer, shall be bound by all the terms and covenants herein stated, and all sums which may be financially secured by this Agreement, shall be immediately due and payable to Township, and any successor or persons acting on behalf of the Developer shall automatically be bound to complete all of the improvements as herein contemplated.

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15. Insurance Requirements

A. The Developer shall carry or cause to be carried the following forms of insurance, which shall name the Township and/or Township Authority as an additional insured, applying to all operations undertaken by them, their agents, employees, contractors and sub-contractors:

FORM	MINIMUM RATES
(1) Workmen's Compensation	Statutory – if statutory payment is limited, excess medical protection for $10,000 limit required.
(2) Contractor's Public Liability	$1,000,000/$2,000,000
(3) Contractor's Property Damage Liability including explosion, Collapse hazard and under-Ground damage hazard	$1,000,000/$2,000,000
(4) (XCU coverages if blasting required) Principal or Owner's protective for: Bodily injury	$2,000,000 aggregate $1,000,000/$2,000,000
(6) Builder's Risk - Providing protection against the minimum perils of fire, extended coverage, vandalism and malicious mischief, in the name of Owner, contractor, subcontractor, and the Trustee as their respective interests may appear	100% of suitable value of structures and materials

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16. Filing Certificate of Insurance

Before commencing construction or installation of the aforesaid improvements, the Developer shall file with the Township of Maidencreek a Certificate of Insurance or copies of the insurance policy signed by the proper officials of the insurance companies or other authorized representatives. Construction will not be permitted until the aforesaid Certificate of Insurance is provided as required by this Agreement.

17. Extended Fire Insurance

The Developer at all times during the conduct and progress of the work shall provide, keep in force, and at his own expense, fully maintain sufficient standard fire insurance policy with extended coverage, vandalism and malicious mischief endorsements in an equal amount to the value of those items which are flammable, which policy shall apply to and indemnify and name the Township as an "additional insured", until final completion and acceptance of the project. All policies shall be open for inspection by the Township and must be acceptable to its solicitor. A copy of the declaration sheet of said policy shall be filed with the Township and/or Authority. Failure to carry or keep any insurance in force until all work is completed and accepted shall constitute a violation of this Agreement.

18. Recordation

That this Agreement shall be recorded with the Recorder of Deeds of Berks County, Pennsylvania, at Developer's expense. It is the intention of the parties hereto that this Agreement shall act as a covenant running with the land and that the covenant shall be binding upon the parties hereto, their heirs, successors and assigns, and shall run with the land until such time as the same is released in writing by the Township. When the improvements have been satisfactorily installed, the Township agrees to execute an affidavit evidencing such compliance and performance of the Developer, which affidavit shall be filed with the Recorder of Deeds office and indexed on the margin of this Agreement to evidence such compliance.

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19. Notice

Any writing or notice required by the terms of this Agreement shall be either delivered personally or sent by the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address as set forth in Page 1 hereof, or if to a person or entity not a party to this Agreement, then to the last known address of the said person or entity. Any party may change its address by notice duly given in accordance with the terms and conditions of this paragraph.

20. Permits

This Agreement will not in any way relieve the Developer of the responsibility of filing and obtaining such permits, licenses and approvals from any of the constituted public authorities from which any such permits, licenses and approvals may be required for any aspect of the development project.

21. Occupancy Permits

Developer agrees that it must have an occupancy permit for each building in accordance with the appropriate ordinance of the Township of Maidencreek, and that no occupancy of any unit shall occur until such permit has been first obtained.

22. Entire Agreement

This Agreement contains the entire understanding and agreement between the parties hereto relating to the subject matter hereof and there are no oral or other written agreements, understandings concerning the same.

THE DEVELOPER REPRESENTS THAT DEVELOPER HAS HAD A FULL AND COMPLETE OPPORTUNITY TO HAVE THIS AGREEMENT, AS WELL AS THE IMPORT HEREOF REVIEWED BY AN ATTORNEY OF THE DEVELOPER'S CHOICE. TO THE EXTENT THAT THE DEVELOPER CHOOSES NOT TO HAVE THIS AGREEMENT REVIEWED BY LEGAL COUNSEL, DEVELOPER WAIVES ANY CLAIM THAT DEVELOPER DOES NOT UNDERSTAND EACH AN EVERY PROVISION HEREOF.

The delay or failure of the Township in exercising any right, power or privilege contained in this Agreement shall not affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof, nor the

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exercise of any right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof, nor the exercise of an right, power or privilege. The rights of the Township are cumulative and exclusive of any rights or remedies, which the Township would otherwise have.

If any provision of this Agreement is prohibited or is unlawful or unenforceable under any applicable law and/or jurisdiction, such provision shall as to such jurisdiction be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof, provided however, that any such prohibition in any jurisdiction shall not invalidate such provisions in any other jurisdiction; and provided further that where the provisions of any such applicable law may be waived by the parties, such provisions are so waived to the full extent permitted by law in order to give full force and effect to all provisions of this Agreement as herein provided.

23. Modification

This Agreement may be altered, modified or changed only by another writing duly executed by the Township and Developer or the owners of the property upon which the improvements are constructed as of the time of any such alteration, modification or change.

24. Binding Agreement

This Agreement shall be legally binding upon and inure to the benefit of the parties hereto, Developer's heirs and personal representatives and the parties' successors and assigns. The covenants and conditions herein contained shall be covenants running with the land, and shall bind and inure to the benefit of the successors and assigns of each of the parties hereto, including the Developer's agents. The obligations of the Developer hereunder may not be assigned except with the written consent of the Township of Maidencreek.

It is the intention of the parties that this Agreement shall be reviewed, interpreted and otherwise held under the jurisdiction of the Commonwealth of Pennsylvania.

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AGREEMENT

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Developer acknowledges that Township relies upon each and every term, paragraph, representation, covenant, warranty and provision of this Agreement as inducement to enter into this Agreement.

All the understandings and agreements heretofore made between the parties hereto are merged into this Agreement, which alone fully and completely expresses this agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied in this contract made by the other.

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

Rodolfo Folino

Rodolfo Folino

BOARD OF SUPERVISORS OF
THE TOWNSHIP OF MAIDENCREEK

Roy Timpe

Roy Timpe, Chairman

Robert Kopfer

Robert Kopfer, Supervisor

Claude Beaver

Claude Beaver, Supervisor

Attest: Diane Hollenbach

Diane Hollenbach, Secretary

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BERKS COUNTY ROD PAGE: 15 of 19

COMMONWEALTH OF PENNSYLVANIA:

: ss:

COUNTY OF BERKS :

On the 30th day of May, 2006, before me, the undersigned officer, a Notary Public in and for the County and State aforesaid, personally appeared RODOLFO FOLINO, and acknowledged that he is the individual whose name appears on the forgoing Agreement and that he executed the foregoing Agreement for the purposed therein contained and desired that the same may be recorded.

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

Carol E. Stitzman

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CAROL E. STITZMAN, NOTARY PUBLIC
CITY OF READING, BERKS COUNTY
MY COMMISSION EXPIRES SEPT. 27, 2007

COMMONWEALTH OF PENNSYLVANIA:

: ss:

COUNTY OF BERKS :

On the 8th day of June, 2006, before me, the undersigned officer, a Notary Public in and for the County and State aforesaid, personally appeared ROY TIMPE, ROBERT KOPFER, and CLAUDE BEAVER, who acknowledge themselves to be the Supervisors of the Township of Maidencreek, and as such executed the foregoing instrument for the purpose contained therein so that the same might be recorded.

In Witness Whereof, I have hereunto set my hand and official seal.

Diane E Hollenbach

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Diane E. Hollenbach, Notary Public
Maidencreek Twp., Berks County
My Commission Expires Oct. 11, 2008
Member, Pennsylvania Association Of Notaries

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AGREEMENT

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MAIDENCREEK TWP. PC. FOLINO DEVELOPMENT - MELROSE PLACE COST ESTIMATE
PREPARED BY: McCARTHY ENGINEERING ASSOCIATES, P.C. Date: 4/19/2006
REVISED BY SYSTEMS DESIGN ENGINEERING, INC. Rev. 5/19/2006

DESCRIPTION	QUANTITY	UNITS	UNIT COST	AMOUNT
A) Storm Sewer				
1. 15" RCP	32	LF	$45.20	$1,446.40
2. 18" RCP	186	LF	$29.35	$5,459.10
3. 30" RCP	56	LF	$52.00	$2,912.00
4. 15" SLCPP	2,380	LF	$24.25	$57,715.00
5. 18" SLCPP	734	LF	$29.45	$21,616.30
6. 24" SLCPP	718	LF	$41.50	$29,797.00
7. 30" SLCPP	464	LF	$57.75	$26,796.00
8. 36" SLCPP	420	LF	$66.85	$28,077.00
9. 42" SLCPP	440	LF	$82.75	$36,410.00
10. 48" SLCPP	200	LF	$101.00	$20,200.00
11. 60" SLCPP	200	LF	$152.30	$30,460.00
12. 15" SLCPP F.ES (ES100)	1	EA	$974.67	$974.67
13. 15" RCP F.ES (ES500)	1	EA	$1,493.78	$1,493.78
14. 18" SLCPP F.ES (ES300)	1	EA	$1,024.58	$1,024.58
15. 60" METAL F.ES (ES200)	1	EA	$2,440.84	$2,440.84
16. REMOVE EXISTING HW & INSTALL 2'x6' INLET	1	EA	$4,523.44	$4,523.44
17. 2' x 4' INLETS	37	EA	$2,550.00	$94,350.00
18. JUNCTION BOXES	2	EA	$3,110.00	$6,220.00
19. BASIN OUTLET STRUCTURES	2	EA	$3,380.00	$6,760.00
20. MODIFIED INLETS	16	EA	$3,500.00	$56,000.00
21. 42" DW ENDWALL (EW1)	2	EA	$6,075.00	$12,150.00
22. ANTI-SEEP COLLAR	4	EA	$1,800.00	$7,200.00
23. R-4 RIP-RAP APRONS	10	CY	$53.40	$534.00
24. R-5 RIP-RAP APRONS	61	CY	$59.50	$3,629.50
		STORM SEWER TOTAL		**$458,189.61**
B) Erosion & Sedimentation Control				
1. ROCK CONSTRUCTION ENTRANCE	1	EA	$2,970.00	$2,970.00
2. 18" SILT FENCE	1,000	LF	$4.00	$4,000.00
3. SUPER SILT FENCE	150	LF	$8.25	$1,237.50
4. SSF BAFFLE WALL BASIN	360	LF	$14.48	$5,212.80
5. INLET PROTECTION	40	EA	$149.92	$5,996.80
6. DEWATERING FACILITY	1	EA	$634.60	$634.60
7. DIRT BAG & PUMP	1	LS	$2,500.00	$2,500.00
8. ECS-1 MATTING	3,389	SY	$1.55	$5,252.95
9. TEMP SEED (TOPSOIL STOCKPILE)	35,000	SF	$0.47	$16,450.00
10. TEMP RISER W/ TRASH RACK (BASIN 1)	1	EA	$3,500.00	$3,500.00
11. ASPHALT WATER BAR	1	LS	$425.92	$425.92
12. 30 MIL POND LINER (POND A-2)	1	LS	$31,483.72	$31,483.72
13. CLAY CORE/KEY TRENCH (BASIN A1)	1,083	CY	$7.00	$7,581.00
14. LOW FLOW CHANNEL (BASIN A-1)	3,360	SF	$5.00	$16,800.00
15. LOW FLOW CHANNEL (BASIN A-2)	1,950	SF	$7.55	$14,722.50
16. PERM SEED (BASINS)	3,600	SY	$0.56	$2,016.00
17. PERM SEED (SWALES)	35,000	SY	$0.56	$19,600.00
		E& S CONTROL TOTAL		**$140,383.79**
C) Curb & Sidewalk				
1. 7"x8"x18" CONCRETE CURB	8,925	LF	$11.96	$106,743.00
2. EXCAVATE /BACKFILL FOR CURB	8,925	LF	$2.45	$21,866.25
3. SIDEWALK	32,763	SF	$7.00	$229,341.00
		CURBING TOTAL		**$357,950.25**
D) Site Lights				
1. SITE LIGHTS	1	LS	$172,182.92	$172,182.92
		SITE LIGHTS TOTAL		**$172,182.92**
			SUBTOTAL PAGE (1) ITEMS A THRU D	**$1,128,706.57**

AGREEMENT
REC BK04899-PG2271 06/14/2006 03:23:41 PM:1
2006051161
BERKS COUNTY ROD
PAGE: 17 of 19

EXHIBIT "A"
tabbies

MAIDENCREEK TWP. PC. FOLINO DEVELOPMENT - MELROSE PLACE COST ESTIMATE
PREPARED BY: McCARTHY ENGINEERING ASSOCIATES, P.C. Date: 4/19/2006
REVISED BY SYSTEMS DESIGN ENGINEERING, INC. Rev. 5/19/2006

DESCRIPTION	QUANTITY	UNITS	UNIT COST	AMOUNT
E) Street Construction				
1. 6" 2A MODIFIED STONE	16,600	SY	$8.00	$132,800.00
2. 4" BCBC	3,820	TONS	$60.00	$229,200.00
3. 1.5" ID-2 WEARING	1,500	TONS	$65.00	$97,500.00
4. BROOM CLEAN & TACK COAT	16,600	SY	$0.28	$4,648.00
5. WINTERIZE MANHOLES & PLACE BITUMINOUS BERMS @ INLETS	1	LS	3,374.16	$3,374.16
		STREET CONSTRUCTION TOTAL		**$467,522.16**
F) Miscellaneous				
1. STREET SIGNS (HIGH VIZ)	46	EA	$300.00	$13,800.00
2. SINK-HOLE REPAIR	1	LS	$50,000.00	$50,000.00
3. STREET TREES	87	EA	$250.00	$21,750.00
4. MONUMENTS	22	EA	$250.00	$5,500.00
5. STAKE-OUT	1	LS	$23,000.00	$23,000.00
6. LOT PINS	111	EA	$50.00	$5,550.00
7. AS-BUILTS	1	LS	$6,500.00	$6,500.00
8. MOBILIZATION	1	LS	$16,000.00	$16,000.00
9. TRAFFIC CONTROL	1	LS	$1,755.00	$1,755.00
10. UTILITY (GAS & ELECTRIC)	1	LS	$25,000.00	$25,000.00
11. ELECTRIC CROSSING	1	LS	$5,000.00	$5,000.00
		MISCELLANEOUS TOTAL		**$173,855.00**
G) EarthWork				
1. BASIN A-1	1	LS	$138,500.00	$138,500.00
2. BASIN A-1 PERMANENT BASIN CONV.	1	LS	$50,000.00	$50,000.00
3. BASIN A-2	1	LS	$18,510.00	$18,510.00
4. SWALE 1	810	LF	$7.55	$6,115.50
5. SWALE 2	365	LF	$11.85	$4,325.25
6. SWALE 3	210	LF	$7.20	$1,512.00
7. SWALE 4	550	LF	$15.40	$8,470.00
8. STRIP & STOCKPILE TOPSOIL	17,000	CY	$2.05	$34,850.00
9. CUT TO FILL	8,000	CY	$2.35	$18,800.00
10. PLACE & COMPACT FILL	17,500	CY	$1.72	$30,100.00
11. FINE GRADE ROADWAYS	16,600	SY	$1.00	$16,600.00
12. RESPREAD & SEED UTILITY EASEMENTS	4,900	SY	$1.00	$4,900.00
				$332,682.75
SUBTOTAL PAGE (2) ITEMS E THRU G				**$974,059.91**
TOTAL PROJECT COST ESTIMATE OF ITEMS A THRU G				**$2,102,766.48**
Construction Observation (5 1/2% +/-)				$115,652.16
Admin & Legal (1.5% +/-)				$31,541.50
SUBTOTAL OF CONSTRUCTION COSTS				**$2,249,960.13**
Additional Security (10%)				$224,996.01
TOTAL RECOMMENDED ESCROW AMOUNT				**$2,474,956.15**

sde/projects/maidencreektwp.pc/02-0024-0623/folino.melroseplace./costest/4.19.06 PAGE 2 of 2

2006051161

Ellie Antoine
Recorder of Deeds

County of Berks
County Service Center
Reading, PA 19601
610-478-3380
Customer Receipt

Receipt Number: 118623
Operator ID: JGEHRIS
Station ID: CASHIER7
Submitter Name:
ROLAND & SCHLEGEL

AGREEMENT

RECORD BK04899-PG2255 2006051161
Pages: 19
Recorded: 06/14/2006 03:23:41 PM:1

Recording Fee		$13.00
Recording Page Fee		$1.00
No of Pages	19	$28.00
No of Names	2	$0.00
ROD Improvement Fund		$5.00
Writ Tax		$0.50
	Total:	$47.50

Check #4877

RECORDED IN BERKS CO. PA

RECORDER OF DEEDS

ORLANDO LAW OFFICES

A Professional Corporation

Fax: (610) 370-1527
www.orlandolawoffices.com

2901 St. Lawrence Avenue, Suite 202
Reading, PA 19606

(610) 779-3830

300 E. Philadelphia Avenue
Boyertown, PA 19512
(610) 367-7443

August 7, 2013

Diane Hollenbach, Township Manager
Maidencreek Township
P.O. Box 319
Blandon, PA 19510

Re: 801 Park Road

Dear Diane:

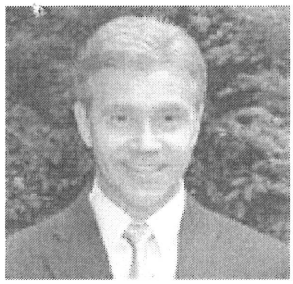
Enclosed please find the original recorded Addendum to Maidencreek Township Developer's Improvement Agreement and Standard Stormwater Facilities Maintenance Agreement in regard to the above-referenced matter for the Township's files. Thank you very much.

Very truly yours,

Eugene Orlando, Jr. tmw

Eugene Orlando, Jr.

EO/tmw
Enclosures
cc: Jill Nagy, Esq. (w/encls.)



Frederick C. Sheeler
Berks County Recorder of Deeds

Berks County Services Center 3rd Floor
633 Court Street
Reading, PA 19601
Office: (610) 478-3380 ~ Fax: (610) 478-3359
Website: www.countyofberks.com/recorder

INSTRUMENT # 2013032582

RECORDED DATE: 07/31/2013 08:39:24 AM

4419606-0005S

Document Type: AGREEMENT		**Transaction #:**	4664852
		Document Page Count:	4
		Operator Id:	donnas

PARCEL ID(s): (See doc for additional parcel #'s)
61542118304153

SUBMITTED BY:
ORLANDO LAW OFFICES PC
2901 ST LAWRENCE AVENUE

SUITE 202
READING, PA 19606

*** PROPERTY DATA:**

** PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

*** ASSOCIATED DOCUMENT(S):** REC BK 4899 PG 2255

FEES / TAXES:

RECORDING FEES: AGREEMENT	$26.00
RECORDS IMPROVEMENT FUND	$5.00
JUDICIAL FEE	$23.50
WRIT TAX	$0.50
PARCEL ID FEE	$10.00
Total:	$65.00

INSTRUMENT #: 2013032582
Recorded Date: 07/31/2013 08:39:24 AM

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

Frederick C. Sheeler
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

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THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Return to:
Eugene Orlando, Jr., Esq.
Orlando Law Offices, P.C.
2901 St. Lawrence Avenue
Suite 202
Reading, PA 19606

Property Address:
801 Park Road
Maidencreek Township, PA
Parcel ID#61542118304153

ADDENDUM TO MAIDENCREEK TOWNSHIP DEVELOPER'S IMPROVEMENT AGREEMENT

This is an Addendum to the Maidencreek Township Developer's Improvement Agreement dated December 13, 2007, by and between RODOLFO FOLINO, with an address at 68 South Hampton Drive, Wyomissing, PA 19610, (hereinafter "Developer"); and the BOARD OF SUPERVISORS OF MAIDENCREEK TOWNSHIP, Berks County, Pennsylvania, (hereinafter "Township").

W I T N E S S E T H

WHEREAS, Developer entered into an Agreement dated May 30, 2006, which was recorded in the Berks County Office of the Recorder of Deeds at Record Book 4899, Page 2255, on June 14, 2006, (hereinafter DIA); and

WHEREAS, construction of the project has not been completed in accordance with the DIA; and

WHEREAS, Developer has nevertheless continued to post financial security as described in the DIA; and

WHEREAS, Developer agrees to continue the financial security in such amounts as may rom time to time be reasonably determined by the Township's Municipal Engineer;

WHEREAS, the Parties recognize the difficulties attendant in the current economic circumstances and have agreed to extend the deadline for completion; and

WHEREAS, Developer has requested a further extension of time.

NOW THEREFORE, in consideration of the above-recitals which are incorporated herein by reference and for other good and valuable consideration, the parties hereto agree as follows:

1. Incorporation by Reference.

The recitals above and the terms of the DIA are incorporated herein by reference.

2. Extension of Time.

Subject to full compliance by Developer of the terms and conditions of this Addendum, Township agrees that the completion date for the improvements as provided for in the DIA shall be extended until July 31, 2015. All other timeframes set forth in the DIA shall be measured from this completion date and all timeframes shall be extended by reference to this completion date subject to the terms set forth herein.

3. Condition of Extension.

This extension of time is conditioned upon the Developer fully and completely maintaining financial security required in Paragraph 4 of the DIA in such amounts and in such form as shall be reasonably satisfactory to the Maidencreek Township Municipal Engineer including any request for increases in the amount of security, if any, as provided for in the DIA and pursuant to statutory authority conferred by law.

In the event for any reason or no reason financial security is terminated or notice of intention to terminate the same is received, the same shall be deemed a material default of this Addendum and the DIA, and accordingly, Maidencreek Township may immediately draw against the letter of credit in full as a result of said material breach.

4. Ratification.

The terms of this Addendum and the terms of the DIA shall be construed together for the maximum extent possible as one Agreement. However, in the event of any conflict or change between this Addendum and the DIA, the terms of this Addendum shall supplant such inconsistent or different terms and the terms of this Addendum shall control.

5. General Provisions.

This Agreement:

A. May be executed in any number of counterparts, and each such counterpart thereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement;

B. Shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns;

C. Shall be construed and enforced in accordance with the domestic internal law (but not the law of conflicts of laws) of the Commonwealth of Pennsylvania;

D. Shall be performed timely and time is of the essence of this Agreement; and

E. Shall not be assignable by any of the parties hereto.

IN WITNESS WHEREOF and intending to be legally bound, the undersigned set their hands and seals this 11th day of July, 2013.

DEVELOPER

Rodolfo Folino

Rodolfo Folino

BOARD OF SUPERVISORS OF MAIDENCREEK TOWNSHIP

By: _____
Joseph E. Rudderow, III, Chairman

Attest: Diane Hollenbach
Diane Hollenbach, Township Manager

COMMONWEALTH OF PENNSYLVANIA:
: ss:
COUNTY OF BERKS :

On the 11th day of July, 2013, before me, the undersigned officer, a Notary Public in and for the County and State aforesaid, personally appeared RODOLFO FOLINO, and acknowledged that he is the individual whose name appears on the forgoing Agreement and that he executed the foregoing Agreement for the purposed therein contained and desired that the same may be recorded.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nathalie A. Baker, Notary Public
City of York, York County
My Commission Expires April 30, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA:
: ss:
COUNTY OF BERKS :

On the 11th day of July, 2013, before me, the undersigned officer, a Notary Public in and for the County and State aforesaid, personally appeared JOSEPH E. RUDDEROW, III, who acknowledge himself to be the Chairman of the Board of Supervisors of Maidencreek Township, and as such executed the foregoing instrument for the purpose contained therein so that the same might be recorded.

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

Diane E. Hollenbach
Notary Public

NOTARIAL SEAL
DIANE E HOLLENBACH
Notary Public
MAIDENCREEK TWP., BERKS COUNTY
My Commission Expires Oct 11, 2016

ORLANDO LAW OFFICES

A Professional Corporation

Fax: (610) 370-1527
www.orlandolawoffices.com

2901 St. Lawrence Avenue, Suite 202
Reading, PA 19606

(610) 779-3830

300 E. Philadelphia Avenue
Boyertown, PA 19512
(610) 367-7443

October 26, 2015

Diane Hollenbach, Township Manager
Maidencreek Township
P.O. Box 319
Blandon, PA 19510

Re: 801 Park Road

Dear Diane:

Enclosed please find the original recorded Second Addendum to and Modification of Maidencreek Township Developer's Improvement Agreement in regard to the above-referenced matter for the Township's files. Thank you very much.

Very truly yours,

Eugene Orlando, Jr.

EO/tmw
Enc.



Frederick C. Sheeler
Berks County Recorder of Deeds

Berks County Services Center 3rd Floor
633 Court Street
Reading, PA 19601
Office: (610) 478-3380 ~ Fax: (610) 478-3359
Website: www.countyofberks.com/recorder

INSTRUMENT # 2015037291

RECORDED DATE: 10/21/2015 02:30:08 PM

4548234-0008V

Document Type: AGREEMENT	**Transaction #:** 4919826 **Document Page Count:** 6 **Operator Id:** jgehris
PARCEL ID(s): (See doc for additional parcel #'s) 61542118304153	**SUBMITTED BY:** ORLANDO LAW OFFICES PC 2901 ST LAWRENCE AVENUE SUITE 202 READING, PA 19606

*** PROPERTY DATA:**

** PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

*** ASSOCIATED DOCUMENT(S):** 2013032582

FEES / TAXES:	
RECORDING FEES: AGREEMENT	$26.00
RECORDS IMPROVEMENT FUND	$5.00
JUDICIAL FEE	$35.50
WRIT TAX	$0.50
ADDITIONAL PAGE FEE	$8.00
PARCEL ID FEE	$10.00
Total:	$85.00

INSTRUMENT #: 2015037291
Recorded Date: 10/21/2015 02:30:08 PM

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

Frederick C. Sheeler
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Return to:
Eugene Orlando, Jr., Esq.
Orlando Law Offices, P.C.
2901 St. Lawrence Avenue
Suite 202
Reading, PA 19606

Property Address:
801 Park Road
Maidencreek Township, PA
Parcel ID#61542118304153

SECOND ADDENDUM TO AND MODIFICATION OF MAIDENCREEK TOWNSHIP DEVELOPER'S IMPROVEMENT AGREEMENT

This is a Second Addendum to the Maidencreek Township Developer's Improvement Agreement dated December 13, 2007, by and between RODOLFO FOLINO, with an address at 68 South Hampton Drive, Wyomissing, PA 19610, (hereinafter "Developer"); and the BOARD OF SUPERVISORS OF MAIDENCREEK TOWNSHIP, with an address of One Quarry Road, P.O. Box 319, Blandon, PA 19510, Pennsylvania, (hereinafter "Township").

W I T N E S S E T H

WHEREAS, Developer entered into an Agreement dated May 30, 2006, which was recorded in the Berks County Office of the Recorder of Deeds at Record Book 4899, Page 2255, on June 14, 2006, (hereinafter DIA); and

WHEREAS, Developer entered into an Addendum to the Maidencreek Township Developer's Improvement Agreement dated July 11, 2013, which was recorded in the Berks County Office of the Recorder of Deeds at Instrument #2013032582 on July 31, 2013, granting an extension of timeframes (hereinafter Addendum); and

WHEREAS, construction of the project has not been completed in accordance with the DIA; and

WHEREAS, Developer has nevertheless continued to post financial security as described in the DIA; and

WHEREAS, Developer agrees to continue the financial security in such amounts as may from time to time be reasonably determined by the Township's Municipal Engineer;

WHEREAS, the Parties recognize the difficulties attendant in the current economic circumstances and have agreed to extend the deadline for completion; and

WHEREAS, Developer has requested a further extension of time.

NOW THEREFORE, in consideration of the above-recitals which are incorporated herein by reference and for other good and valuable consideration, the parties hereto agree as follows:

1. Incorporation by Reference.

The recitals above and the terms of the DIA and Addendum thereto are incorporated herein by reference.

2. Extension of Time.

Subject to full compliance by Developer of the terms and conditions of this Second Addendum, Township agrees that the completion date for the improvements as provided for in the DIA and Addendum thereto shall be extended until July 31, 2017. All other timeframes set forth in the DIA and Addendum thereto shall be measured from this completion date and all timeframes shall be extended by reference to this completion date subject to the terms set forth herein.

3. Condition of Extension.

This extension of time is conditioned upon the Developer fully and completely maintaining financial security required in Paragraph 4 of the DIA in such amounts and in such form as shall be reasonably satisfactory to the Maidencreek Township Municipal Engineer

including any request for increases in the amount of security, if any, as provided for in the DIA and pursuant to statutory authority conferred by law.

In the event for any reason or no reason financial security is terminated or notice of intention to terminate the same is received, the same shall be deemed a material default of this Second Addendum, the DIA and Addendum thereto, and accordingly, Maidencreek Township may immediately draw against the letter of credit in full and the extension of time granted herein shall end immediately, and the Township shall be entitled to exercise all rights and remedies provided in the DIA and any addendum.

4. Modification

In addition to the extension of time provided herein, the terms of the DIA shall be and hereby are amended in the following respects. Because the road improvements have not been completed, the present roadway is being used with the base but not the wearing course of Blacktop. The Township is concerned that damage has or may in the future occur as a result of this situation which would impair the integrity of the roadway and reduce the useful life of the roadway. Therefore, Developer agrees that prior to any completion of road improvements, the Developer shall contact the Township Engineer for an on sight inspection of the entire Roadway. Any and all areas which are determined by visual inspection to have been impaired by passage of time and use without the wearing course of Blacktop a reasonably determined by the Township Engineer, shall be rebuilt including base reconstruction before the wearing course is applied. In addition, any areas that reasonably appear to the Township Engineer to have been negatively affected by exposure and use without the wearing course, regardless of whether physical deterioration is evident, shall be further inspected by inspectors reasonably satisfactory to the Township Engineer by core borings or other means acceptable to the Township Engineer to

confirm the integrity of the Road base before any wearing course is applied. If such core borings or inspection shows any impairment, then those areas shall also be rebuilt prior to completion of the road improvements and application of the wearing course. All Township inspections, and all further inspections, core borings or other investigations shall be performed at the Developer's sole cost and expense and failure to timely covers said costs and expenses shall be a material default of the DIA and this Addendum.

5. Ratification.

The terms of this Second Addendum and the terms of the DIA and Addendum thereto shall be construed together for the maximum extent possible as one Agreement. However, in the event of any conflict or change between this Second Addendum, the DIA and Addendum thereto, the terms of this Second Addendum shall supplant such inconsistent or different terms and the terms of this Second Addendum shall control.

6. General Provisions.

This Agreement:

A. May be executed in any number of counterparts, and each such counterpart thereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement;

B. Shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns;

C. Shall be construed and enforced in accordance with the domestic internal law (but not the law of conflicts of laws) of the Commonwealth of Pennsylvania;

D. Any Notices required under this Agreement shall be provided by first class mail, postage prepaid, or overnight carrier to all parties at the addresses shown above;

E. Shall be performed timely and time is of the essence of this Agreement; and

F. Shall not be assignable by any of the parties hereto.

IN WITNESS WHEREOF and intending to be legally bound, the undersigned set their hands and seals this 10 day of September, 2015.

DEVELOPER

Rodolfo Folino
RODOLFO FOLINO

BOARD OF SUPERVISORS OF MAIDENCREEK TOWNSHIP

By: _____
JOSEPH E. RUDDEROW, III, Chairman

Attest: Diane Hollenbach
Diane Hollenbach, Township Manager

COMMONWEALTH OF PENNSYLVANIA:
: ss:
COUNTY OF BERKS :

On the 10th day of September, 2015, before me, the undersigned officer, a Notary Public in and for the County and State aforesaid, personally appeared RODOLFO FOLINO, and acknowledged that he is the individual whose name appears on the forgoing Agreement and that he executed the foregoing Agreement for the purposed therein contained and desired that the same may be recorded.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alison J. Epting, Notary Public
Spring Twp., Berks County
My Commission Expires Oct. 30, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Alison J Epting
Notary Public

COMMONWEALTH OF PENNSYLVANIA:

: ss:

COUNTY OF BERKS :

On the 15th day of October, 2015, before me, the undersigned officer, a Notary Public in and for the County and State aforesaid, personally appeared JOSEPH E. RUDDEROW, III, who acknowledge himself to be the Chairman of the Board of Supervisors of Maidencreek Township, and as such executed the foregoing instrument for the purpose contained therein so that the same might be recorded.

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

Diane E. Hollenbach
Notary Public

NOTARIAL SEAL
DIANE E HOLLENBACH
Notary Public
MAIDENCREEK TWP., BERKS COUNTY
My Commission Expires Oct 11, 2016