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DEBORAH BARDELLA

RECORDER OF DEEDS

DEED OF EASEMENTS COVENANTS and MAINTENANCE AGREEMENT

RECORD AS AN EASEMENT

Made this 13th day of September, 2013

By and Between Mon Valley Regional Chamber of Commerce, a Pennsylvania non-profit corporation, its successors and assigns (hereinafter collectively "MVRCC"); 100 Chamber Plaza, LLC, a Pennsylvania limited liability corporation, its successors and assigns (hereinafter collectively "100CP"); Comprehensive Community Services, Inc., a Pennsylvania non-profit corporation, its successors and assigns (hereinafter collectively "CCS"); and Centerville Clinics, Inc., a Pennsylvania non-profit corporation, its successors and assigns (hereinafter collectively "Centerville"); Highway Appliance, Inc. a Pennsylvania corporation, its successors and assigns (hereinafter "Appliance") and Trustees of the Charleroi Community Park Fund, a Trust, its successors and assigns (hereinafter the "Trustees") (the foregoing entities, their successors and assigns may hereinafter be referred to collectively as the "Parties" unless otherwise qualified; and this Deed of Easements and Maintenance Agreement may hereinafter be referred to as this "Deed and Agreement");

WITNESSETH:

WHEREAS, each of the Parties, not including the Trustees, are owners of parcels of real property now or formerly owned by MVRCC formerly known as Charleroi Chamber of Commerce in the Borough of Charleroi, County of Washington, Pennsylvania;

WHEREAS, an engineering study has been conducted for the purpose of identifying the location of utility lines servicing the parcel of 100CP otherwise known as Parcel "A" of the Mon Valley Regional Chamber of Commerce Subdivision prepared by Gateway Consulting Engineers and Surveyors, dated August, 2013 and recorded in the office of the Recorder of Washington County as Instrument No. 201329297 (hereinafter the "MVRCC Subdivision Plan"). Said study has also identified utility lines servicing the parcels of certain Parties which lines traverse the 100CP parcel. Parcel A being tax map number 160-011-00-0006-05.

WHEREAS, the Parties wish to grant unto each other such easements as are necessary and desirable to establish and assure a legal right to continue such utilities in their current locations, except as otherwise provided herein, and to provide for the common maintenance of certain portions of the utility lines; and

WHEREAS, certain of the Parties as set forth below wish to establish easements for ingress, egress and regress to and from their parcels and for the maintenance of those rights-of-way.

NOW THEREFORE, The Parties hereto, in consideration of the sum of One (\$1.00) Dollar paid by each of the Parties to the other and the mutual covenants and promises herein contained, the Parties grant the following easements and agree with respect thereto as follows:

1. The foregoing preambles are incorporated herein as though set forth at length.
2. This Deed and Agreement shall be or shall be deemed to be recorded after the 100CP Subdivision Plan is recorded.

3. *Easements Pertaining to Multi-Party Private Storm or Combined Sewer.*

- a. MVRCC does hereby does hereby grant, bargain and convey with general warranty, to all other Parties hereto, not including the Trustees, a storm water or combined drainage easement pursuant to which all Parties hereto may cause or permit storm water flowing naturally from the Parties' parcels or channeled through storm water conductors existing as of the date of this Deed and Agreement to enter and flow through an existing 15" multi-party private storm sewer or combined line located on the property of MVRCC as generally depicted on the Site Plan – Utility Easements dated July 2013, prepared by Gateway Consulting Engineers and Surveyors, drawing no. C101, attached hereto and made a part hereof as Exhibit "A" (hereinafter the "Utility Plan"), which multi-party private storm sewer or combined line runs generally parallel to the front (southwest side) of the said Parties' buildings on property of MVRCC and then on to the parcel of 100CP for which the following easement is also granted.
- b. 100CP does hereby grant, bargain and convey with general warranty, to all other Parties hereto, not including the Trustees, a storm water or combined drainage easement pursuant to which all said Parties hereto may cause or permit storm water flowing naturally from the said Parties' parcels or channeled through storm water or combined conductors existing as of the date of this Deed and Agreement to enter and flow through an existing 15" multi-party private storm sewer or combined line from the property of MVRCC, which multi-party private storm sewer or combined line runs generally through the front parking area of 100CP's parcel to a point at which the line proceeds in a northeast direction, under 100CP's building to a point at which the line proceeds in an east direction under 100CP's building to a point on property now or formerly LaCarte Enterprises, Inc. where the line joins a public 72" storm or combined sewer.

- c. The multi-party private storm or combined sewer is subject to the maintenance provisions of Article 9 below.

4. *Easements Pertaining to Multi-Party Private Sanitary Sewer.*

- a. MVRCC does hereby does hereby grant, bargain and convey with general warranty, to all other Parties hereto, not including the Trustees, a sanitary sewer easement pursuant to which all said Parties hereto may maintain, repair, replace and improve the existing sanitary sewer lines existing as of the date of this Deed and Agreement to enter and flow through an existing multi-party private sanitary sewer line located on the property of MVRCC as generally depicted on the Utility Plan, which multi-party private sanitary sewer line runs generally parallel to the front (southwest side) of the said Parties' buildings on property of MVRCC and then on to the 100CP parcel as generally depicted on the Utility Plan for which the following easement is also granted.
- b. 100CP does hereby does hereby grant, bargain and convey with general warranty, to all other Parties hereto, not including the Trustees, a sanitary sewer easement pursuant to which all said Parties hereto may maintain, repair, replace and improve the existing sanitary sewer line existing as of the date of this Deed and Agreement to enter and flow through the 100CP parcel which multi-party private sanitary sewer line runs generally parallel to the front (southwest side) of 100CP's building to a point and then proceeds in an south direction to a point where it connects to an 8" municipal sanitary sewer line as generally depicted on the Utility Plan.
- c. The multi-party private sanitary sewer is subject to the maintenance provisions of Article 9 below.

5. *Easements for Water Lines.*

- a. MVRCC does hereby grant, bargain and convey with general warranty, to all other Parties hereto, not including the Trustees an easement to maintain, repair, replace and improve an existing private multi-party water line as the said water line traverses the properties of MVRCC as generally depicted on the Utility Plan.
- b. 100CP does hereby grant, bargain and convey with general warranty, to all other Parties hereto, not including the Trustees an easement to maintain, repair,

replace and improve an existing private multi-party water line as the said water line traverses the 100CP parcel as generally depicted on the Utility Plan.

- c. CCS and Centerville do hereby grant, bargain and convey with general warranty, to 100CP and CCS does hereby grant, bargain and convey with general warranty unto Centerville an easement to maintain, repair, replace and improve an existing fire suppression water line as the said water line originates in the building of CCS and traverses the interior ceilings of the buildings of CCS and Centerville.
- d. The water lines are subject to the maintenance provisions of Article 9 below.
- e. In the event that the maintenance, repair, replacement or improvement of a lateral water line of any grantee of an easement under Article 5.c involves the removal of all or substantially all of the existing lateral water lines from the interior of the building of a grantor under Article 5.c, said grantee shall use its best efforts to relocate the lateral water line around, rather than through the said grantors' buildings, to the extent that consent may be obtained from grantor or any other property owner who would be affected by the relocation of the lateral water line and the grantee's cost of lateral line relocation would not be increased by more than 30% of the cost of maintenance, repair, replacement or improvement of the lateral line through grantors' building.

6. *Easements for Gas Lines.*

- a. CCS does hereby grant, bargain and convey with general warranty, to 100CP, Appliance and Centerville an easement to maintain, repair, replace and improve existing natural gas lines as the said gas lines traverses the roof of the buildings of CCS to service the buildings of 100CP, Appliance and Centerville.
- b. Centerville does hereby grant, bargain and convey with general warranty, to 100CP an easement to maintain, repair, replace and improve existing natural gas line as the said gas lines traverses the roof of the buildings of Centerville to service the building of 100CP.
- c. In the event that the maintenance, repair, replacement or improvement of a lateral gas line of any grantee of an easement under this Article involves the removal of all or substantially all of the existing lateral gas lines from the roof of the building of a grantor under this Article, said grantee shall use its best efforts to relocate the lateral gas line around, rather than over the roof of the grantors' buildings, to the extent that consent may be obtained from grantor

or any other property owner who would be affected by the relocation of the lateral gas line and the grantee's cost of lateral line relocation would not be increased by more than 30% of the cost of maintenance, repair, replacement or improvement of the lateral line over the roof of grantors' building.

7. *Access and Parking Easements.*

a. MVRCC does hereby grant, bargain and convey with general warranty to 100CP the following access easement:

i. Front Access Easement. An easement for ingress, egress and regress to the front of the 100CP parcel as follows:

BEGINNING at a point at the southwest corner of the 100CP parcel at the northeast line of Bosson Way, thence continuing along Bosson Way N52°42'00"E a distance of 166.98' to a point, thence S37°18'00"E a distance of 55.64' to a point, thence N52°38'09"E a distance of 25.90' to a point, thence N37°18' 00"E a distance of 96.61' to a point, thence S52°42'00"W a distance of 192.77' to a point, thence S37°16'00"E a distance of 40.00' to the point of beginning. (Hereinafter the "Front Access Easement")

b. MVRCC and the Trustees do hereby grant unto 100CP the following:

i. Rear Access Easement.

1. An easement for ingress, egress and regress to the rear of the 100CP parcel as follows:

BEGINNING at a point at the north east corner of the 100CP parcel, thence S52°38'09"W along the 100CP parcel, a distance of 41.43' to the true place of beginning, thence N37°18'00"W a distance of 515.47' to a point, thence N66°37'53"W a distance of 86.35', to a point on the north line of MVRCC, thence N82°18'00"W a distance of 569.57' to a point on the north east line of Bosson Way, thence N37°18'00"W a distance of 28.36' along said line of Bosson Way to a point, thence S82°18'00"E a distance of 592.43' to a point, thence S66°37'53"E a distance of 94.33' to a point, thence S37°18'00"E a distance of 520.69 to a point on the north line of 100CP, thence S52°38'09"W along the

100CP parcel, a distance of 20' to the true place of beginning. (Hereinafter the "Rear Access Easement")

2. The Rear Access Easement shall be subject to a covenant prohibiting commercial trucks making deliveries to or from the 100CP parcel from entering or exiting the MVRCC property from the Front Access Easement. 100CP shall use its best efforts to direct such traffic to enter and exit the MVRCC property from Bosson Way via Eighth Avenue.
 3. The Rear Access Easement shall be nonexclusive and subject to the parking of vehicles which shall not unreasonable interfere with 100CP's use of the Rear Access Easement.
- c. 100CP does hereby grant, bargain and convey with general warranty to MVRCC the following easements:
- i. *Vehicular Access Easement.* 100CP does hereby grant, bargain and convey with general warranty to MVRCC an easement of an unspecified location and width to permit vehicular access to MVRCC's parking lot located to the southeast of MVRCC's building for as long as MVRCC retains title thereto.
 - ii. *Overflow Parking Easement.* 100CP does hereby grant, bargain and convey to MVRCC a use easement to permit MVRCC officers, patrons, guests, and other invitees of MVRCC to use 100CP's front parking area for MVRCC meetings and events once the spaces in MVRCC's parking lot located to the southeast of MVRCC's building are fully utilized for parking for such event for as long as MVRCC retains title thereto.
 - iii. *Pedestrian Easement.* 100CP does hereby grant, bargain and convey to MVRCC an easement of unspecified location or dimension for pedestrian access across the front parking area of the 100CP parcel for use by officers, patrons, guests, and other invitees of MVRCC to access MVRCC's building for as long as MVRCC retains title thereto.
- d. 100CP does hereby grant, bargain and convey with general warranty a pedestrian easement to the Trustees only across the portions of 100CP's parcel which abuts the Trustee's parcel (Tax Parcel ~~160~~-011-00-00-0005-00) to the northwest a distance of 34.37'.

- e. The parking areas of the MVRCC property shall be subject to a covenant that it shall not be used as parking for 100CP.

8. *Loading and Pedestrian Access Easements.*

- a. 100CP does hereby grant, bargain and convey a pedestrian easement to Centerville the purpose of which is to allow pedestrians to access the man door located on the rear south east wall of Centerville's building which door leads to and is accessible only from the rear of the 100CP parcel. Use of this easement is nonexclusive and shall not unreasonably interfere with 100CP's use of the 100CP parcel.
- b. 100CP does hereby grant, bargain and convey a vehicular access easement to CCS the purpose of which is to allow loading and unloading at the loading dock located on the rear south east wall of CCS's building, which leads to and is accessible only from the rear of the 100CP parcel. Use of this easement is nonexclusive and shall not unreasonably interfere with 100CP's use of the 100CP parcel and does not include the right to drive tractor-trailers or other forms of semi-trailer trucks on to the 100CP parcel.
9. *Maintenance.* The Multi-Party Private Storm or Combined Sewer, Multi-Party Private Sanitary Sewer, multi-party private water lines, and the paved cartways of the front and rear access easements shall be subject to the following with regard to the maintenance thereof.
- a. Parties Responsible for Maintenance and Proportionate Shares. This Deed and Agreement is not intended to supersede or amend any other agreement which MVRCC may have with any other party hereto. The parties responsible for maintenance of the various utility facilities and infrastructure and access easements and their proportionate share of responsibility based upon under this Deed and Agreement are as follows.

"Multi-Party Private Utility Facilities and Access Easement Cartways"	"Responsible Parties"	"Proportionate Share"	
		<u>Lot Area-SF</u>	<u>%</u>
Multi-Party Private Storm or Combined Sewer – This provision is specifically not	• MVRCC	236,090	53
	• CCS	86,013	19
	• 100CP	101,989	23

subject to any agreement between MVRCC and any party hereto and MVRCC shall not bill any other party hereto for its proportionate share allocated hereunder

• Centerville	11,437	03
• Highway	<u>6,909</u>	<u>02</u>
• TOTAL	442,438	100

		<u>Bldg. SF</u>	<u>%</u>
Multi-Party Private Sanitary Sewer	• CCS	86,013	64
	• 100CP	30,566	22
	• Centerville	11,437	08
	• Highway	6,909	06
	• TOTAL	134,925	100

		<u>Bldg. SF</u>	<u>%</u>
Multi-Party Private Water Lines	• 100CP	30,566	62.33
	• Centerville	11,437	23.33
	• Highway	6,909	14.33
	• TOTAL	48,912	100

Front and Rear Access Easement Cartways	• 100CP	23%
	• CCS	In accordance with other, separate agreements with MVRCC
	• Centerville	
	• Highway	

- b. In the event that any party subject to the maintenance provisions of this Section 9 reasonably establishes that the Utility Plan is incorrect or that the property of such party is not served by a utility facility, then the remaining parties agree to record an amendment to this Deed and Agreement to adjust or remove said party's Proportionate Share as to that utility facility.
- c. *Shared Maintenance of Utility Facilities and Access Easements.* The Responsible Parties, their successors and assigns shall pay for their Proportionate Share of the cost of repair, maintenance, replacement or

improvement of the Multi-Party Private Utility Facilities and Access Easement Cartways as set forth in this Article.

- d. *Calculation of Proportionate Share.* The Proportionate Share of each Responsible Party is determined by dividing the total square footage of all buildings of the Responsible Parties by the square footage of the building of each Responsible Party except in the case of the Multi-Party Private Storm or Combined Sewer of which MVRCC is also a Responsible Party. In that case, the total square footage of the Responsible Parties' parcels is used as the numerator.
- e. *Determination of Multi-Party Private Utility Facilities.* The Multi-Party Private Utility Facilities shall not include lateral lines or portions of lines exclusively serving a single Responsible Party. Those utility lines which are Multi-Party Private Utility Facilities are so indicated on the Utility Plan.
- f. *Special Terms for Water and Gas Easements.* In addition to the foregoing, the Easements for Water Lines (Paragraph 5 above) and the Easements for Gas Lines (Paragraph 6 above) shall be subject to the following additional terms:
 - i. Notice. Except in the case of an emergency, 24 hours advance notice shall be given by to CCS and/or Centerville before commencing work on any part of the buildings of CCS or Centerville. Such notice may be given in writing or by email given during normal business hours.
 - ii. Indemnification. Any party, exercising any rights granted pursuant to the Water and Gas Easements agrees that in the exercise of those rights to indemnify, hold harmless and defend CCS and Centerville against all claims arising from or in connection with (a) any act, omission or negligence of any such party, its directors, officers, agents, employees, invitees or contractors; (b) any breach or default by any such party in the full and prompt performance of any of its duties under this instrument, together with all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon including, all reasonable attorney's fees and expenses; and (c) and damages to the property of CCS and Centerville arising out of (a) or (b).
 - iii. Insurance. Any person entering onto the property of CCS or Centerville must provide, in advance of entering, proof of commercial

general liability insurance against public liability, including that from bodily injury or property damage in or about the property of CCS and/or Centerville resulting from the performance of maintenance, replacements, repairs and inspection of the water and gas lines on such property, naming CCS and/or Centerville as additional insureds, with an overall policy aggregate limit of at least Three Million (\$3,000,000.00) Dollars and Workers Compensation insurance as required by law.

- iv. Licensure. Any work performed by any party exercising any rights granted pursuant to the Water and Gas Easements shall be performed by skilled tradespersons trained in the trade pertaining to the inspections, repair, maintenance or replacement of lines on which work is to be performed and such tradespersons or their employer shall be licensed to perform such work where a license is required by federal, state, county or city governments or agencies with jurisdiction to regulate the practice of such trades and/or the performance of such work, which licenses shall be provided to any party requesting the same upon demand.
 - v. Avoidance of Business Disruption. Except in the case of an emergency, all work performed by or on behalf of any party exercising any rights granted pursuant to the Water and Gas Easements shall be accomplished in one business day. If additional days are required to accomplish such work, then such work, to the extent reasonably practicable, will occur during non-business hours so as to avoid any disruption of the business of CCS or Centerville.
- g. *Process for Maintenance, Repair, Replacement or Improvement of Multi-Party Private Utility Facilities and Access Easement Cartways*. In the event that one or more parties to this agreement determines or is advised by a third party that maintenance, repair, replacement or improvement (hereinafter collectively "Work") on any of the Multi-Party Private Utility Facilities and Access Easement Cartways ("Facilities or Cartways") requires Work, said party or parties shall so inform all other parties in writing that such Work is required and such notice may propose a recommended tradesperson(s) to perform such Work. The Parties shall then, in the case of Essential Work or Non-Essential Work, have ten (10) days within which to consent or object in writing to the proposed Work or the proposed tradesperson(s). Any Party objecting should state their reasons for the objection(s), other than simply not

wanting to pay for it, and provide copies of such writing to all other Parties. Any Party not responding in writing to the proposed Work shall be deemed to consent thereto. In the absence of consent by a majority of the parties, Non-Essential Work shall be deemed unapproved.

- i. *Emergency Work.* If Work must be performed on the Facilities or Cartways, on an emergency basis, then any Party may hire a qualified tradesperson for the limited purpose of abating the emergency and the cost thereof shall be bourn equally by each Party hereto in their respective Proportionate Shares. Any additional work related thereto shall be accomplished as Essential or Non-Essential Work.
- ii. *Essential Work.* Work is essential if the failure to perform the Work: (a) presents an immediate risk of danger to life or property or (b) results in a violation of any applicable law or safety code.

If the Work is determined to be Essential, then, in the absence of the consent of a majority of the Parties as to who should perform the Work, then the work shall submitted for bidding and the Work shall be awarded to the lowest responsible bidder with all Parties hereto as Parties to the contract with the successful bidder each contributing to the cost of said Work in their Proportionate Share.

- iii. *Non-Essential Work.* Work is Non-Essential if the failure to perform the Work does NOT: (a) present an immediate risk of danger to life or property or (b) result in a violation of any applicable law or safety code, but if performed would: (a) prevent the Facilities or Cartways from requiring Essential Work in the future; (b) result in a material reduction of future costs of Work; (c) improve the aesthetic, health, safety or convenience, or value of the Parties properties; (d) would otherwise result in a necessary or desirable improvements to the Parties' properties.

If the Work is determined to be Non-Essential, then such Work shall require a majority consent of the Parties, with each Party having one equal vote. If a majority of the Parties consent to causing Non-Essential Work to be performed, then in the absence of an agreement of a majority of the Parties as to who should perform the Work, then the work shall submitted for bidding and the Work shall be awarded to the lowest responsible bidder with all Parties hereto as Parties to the contract with the successful bidder each contributing to the cost of said Work in their Proportionate Share.

- h. *Dispute Resolution.* These dispute resolution provisions apply only to resolution of disputes arising out of Section 9 of this Deed and Agreement. If a disagreement arises in the interpretation or application of the terms of this Section 9 of this Deed and Agreement, the parties shall attempt to resolve any dispute arising out of or relating to this Section through negotiations between senior executives of the parties, who have authority to settle the same.

If the matter is not resolved by negotiation within 30 days, then the matter shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement on a single arbitrator within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by agreement of the arbitrators recommended for appointment by the respective parties.

A decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in any arbitration shall be awarded reasonable attorney's fees, expert witness costs and expenses, and all other costs and expenses incurred in connections with the proceedings, unless the arbitrator for good cause determines otherwise.

10. *Integration.* This Deed and Agreement constitutes the entire agreement with regard to the subject matter herein.
11. *Binding Effect.* This Deed and Agreement shall run with the land of the Parties hereto and shall be binding upon all heirs, successors and assigns of the Parties hereto.
12. *Notice.* Any notice required to be given under this Deed and Agreement shall be given to the parties as follows:

To the Trustees:

Trustees of the Charleroi Community Park Fund, a Trust
c/o Keith A. Bassi, Esquire
Bassi, McCune & Vreeland, P.C.
111 Fallowfield Avenue

P.O. Box 144
Charleroi, PA 15022-0144
Kbassi@bmvlaw.com
724.483.5502

To the Mon Valley Regional Chamber of Commerce:

Mon Valley Regional Chamber of Commerce
1 Chamber Plaza Charleroi, PA 15022

With a copy to:

Keith A. Bassi, Esquire
Bassi, McCune & Vreeland, P.C.
111 Fallowfield Avenue
P.O. Box 144
Charleroi, PA 15022-0144
Kbassi@bmvlaw.com
724.483.5502

To 100 Chamber Plaza, LLC:

100 Chamber Plaza, LLC
c/o Peter Kroner, Managing Member
1000 Jorie Boulevard
Suite 118
Oak Brook, IL 60523
Peterk@mcgroupinc.net
630.222.7058

With a copy to:

Dwight D. Ferguson, Esquire
Lynch Weis, LLC
501 Smith Drive
Cranberry Township, PA. 16066
DFerguson@LynchWeis.com
724.776.8000

To Comprehensive Community Services, Inc.

Comprehensive Community Services, Inc.
Attention: Jeff Burks Mascara Executive Vice President/CEO
300 Chamber Plaza
Charleroi, PA. 15022-1607
mascara@sphs.org
724.489.9100

With a copy to:
Comprehensive Community Services, Inc.
Margaret Diamond, Corporate Legal Counsel
300 Chamber Plaza
Charleroi, PA. 15022-1607
diamond@sphs.org

Jana Phillis Grimm, Esquire
Eckert Seamans Cherin & Mellott
1001 Corporate Drive, Suite 200
Canonsburg, Pa 15317
jgrimm@eckertseamans.com
724.873.2882

To Centerville Clinics, Inc.:
Centerville Clinics, Inc.
Attention: James R. Quinn, Executive Director
1070 Old National Pike Road
Fredericktown, PA. 15333
jrquinn@centervilleclinics.com
724.632.6801

With a copy to:
Joseph M. Yablonski, Esquire
Yablonski, Costello & Leckie

JMYablonski@ycllawfirm.com
724.225.9130

To Highway Appliance, Inc.:
Highway Appliance, Inc.
Attention: Jerry Zahand, Jr.
2214 Pennsylvania 88
Dunlevy, PA 15432
info@highwayappliance.com
724.326.5616

With a copy to:
Keith A. Bassi, Esquire
Bassi, McCune & Vreeland, P.C.

111 Fallowfield Avenue
P.O. Box 144
Charleroi, PA 15022-0144
Kbassi@bmvlaw.com
724.483.5502

13. *Amendment and Modification.* This Deed and Agreement involves conveyances of an interest or interests in land and is thus subject to the Pennsylvania Statute of Frauds and may only be amended or modified in a writing signed by all of the Parties hereto whose interests are affected by any such change or modification.

14. *Counterparts.* This Deed and Agreement may be executed in multiple counterparts

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have set their hands and seals on the year and date first above written.

-- Signature Pages to Follow --

ATTEST:

[Signature]

MON VALLEY REGIONAL CHAMBER OF
COMMERCE

By: [Signature]

Its: pres. /Title

ATTEST:

By: _____

Its: _____ /Title

ATTEST:

COMPREHENSIVE COMMUNITY
SERVICES, INC.

By: _____

Its: _____ /Title

ATTEST:

[Signature]

~~100 CHAMBER PLAZA, LLC~~

By: [Signature]

Its: President /Title

ATTEST:

[Signature]

HIGHWAY APPLIANCE, INC.

By: [Signature]

Its: PRESIDENT /Title

ATTEST:

[Signature]

TRUSTEES OF THE CHARLEROI
COMMUNITY PARK FUND

By: Ronald A. Monahan

Its: chairman /Title

Acknowledgements

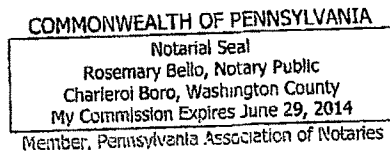
Commonwealth of Pennsylvania

County of WASHINGTON

On this 20th day of September, 2013, before me Rosemary Bello, a Notary Public, the undersigned officer, personally appeared Armand N Ferrara (name of officer), who acknowledged him self to be the President (title) of **Mon Valley Regional Chamber of Commerce**, a CORPORATION (business entity form), and that he as such President (title) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the CORPORATION (business entity form) by himself as President (title).

In witness whereof, I hereunto set my hand and official seal.

Seal



Rosemary Bello
Notary Public

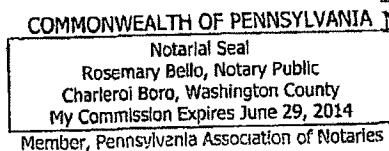
Commonwealth of Pennsylvania

County of WASHINGTON

On this 20th day of September, 2013, before me Rosemary Bello, a Notary Public, the undersigned officer, personally appeared Peter Kroner, who acknowledged himself to be the manager of **100 Chamber Plaza, LLC**, a Limited Liability Company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as the manager.

In witness whereof, I hereunto set my hand and official seal.

Seal



Rosemary Bello
Notary Public

Commonwealth of Pennsylvania

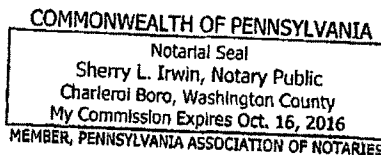
County of Washington

On this 13th day of September, 2013, before me Sherry L. Irwin, a Notary Public, the undersigned officer, personally appeared Jerry Zahand, Jr. (name of officer), who acknowledged himself to be the President (title) of **Highway Appliance, Inc.**, a Pa. corporation (business entity form), and that he as such President (title) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Highway Appliance, Inc. (business entity form) by himself as President (title).

In witness whereof, I hereunto set my hand and official seal.

Seal

Sherry L. Irwin
Notary Public



Commonwealth of Pennsylvania

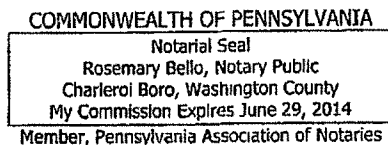
County of Washington

On this 20th day of September, 2013, before me Rosemary Bello, a Notary Public, the undersigned officer, personally appeared Ronald A. Monach (name of officer), who acknowledged himself to be the chairman (title) of **Trustees of the Charleroi Community Park Fund**, a TRUST (business entity form), and that he as such chairman (title) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the TRUST (business entity form) by himself as Chairman (title).

In witness whereof, I hereunto set my hand and official seal.

Seal

Rosemary Bello
Notary Public



ATTEST:

MON VALLEY REGIONAL CHAMBER OF
COMMERCE

By: _____

Its: _____/Title

ATTEST:

100 CHAMBER PLAZA, LLC

By: _____

Its: _____/Title

ATTEST:

COMPREHENSIVE COMMUNITY
SERVICES, INC.

By: _____

Its: _____/Title

ATTEST:

Sharon M. Rancie

CENTERVILLE CLINICS, INC.

By: 

Its: PLS, BOARD OF DIRECTORS /Title

ATTEST:

HIGHWAY APPLIANCE, INC.

By: _____

Its: _____/Title

ATTEST:

TRUSTEES OF THE CHARLEROI
COMMUNITY PARK FUND

By: _____

Its: _____/Title

Commonwealth of Pennsylvania

County of _____

On this ____ day of _____, 2013, before me _____, a
Notary Public, the undersigned officer, personally appeared _____
_____ (name of officer), who
acknowledged ____ self to be the _____ (title) of **Comprehensive
Community Services, Inc.**, a _____ (business entity form), and
that ____ he as such _____ (title) being authorized to do so, executed
the foregoing instrument for the purposes therein contained by signing the name of the
_____ (business entity form) by ____ self as _____ (title).

In witness whereof, I hereunto set my hand and official seal.

Seal

Notary Public

Commonwealth of Pennsylvania

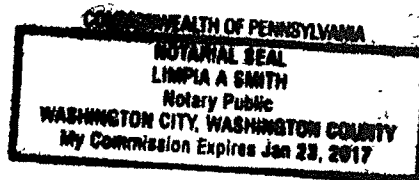
County of Washington

On this 20th day of September, 2013, before me Limpia A. Smith, a Notary Public, the
undersigned officer, personally appeared Joseph M. Yablonski (name of officer), who
acknowledged himself to be the President of the Board of Directors (title) of
Centerville Clinics, Inc., a Non-profit, non-stock corporation (business entity form),
and that he as such President of the Board of Directors (title) being authorized to do so,
executed the foregoing instrument for the purposes therein contained by signing the
name of the Centerville Clinics, Inc., (business entity form) by himself as President of
the Board of Directors (title).

In witness whereof, I hereunto set my hand and official seal.

Seal


Notary Public



ATTEST:

ATTEST:

ATTEST:

Margaret A. Diamond

ATTEST:

ATTEST:

ATTEST:

MON VALLEY REGIONAL CHAMBER OF
COMMERCE

By: _____

Its: _____/Title

100 CHAMBER PLAZA, LLC

By: _____

Its: _____/Title

COMPREHENSIVE COMMUNITY
SERVICES, INC.

By: _____

Jeff Burks Mascara

Its: CEO/ Executive Vice-President

CENTERVILLE CLINICS, INC.

By: _____

Its: _____/Title

HIGHWAY APPLIANCE, INC.

By: _____

Its: _____/Title

TRUSTEES OF THE CHARLEROI
COMMUNITY PARK FUND

By: _____

Its: _____/Title

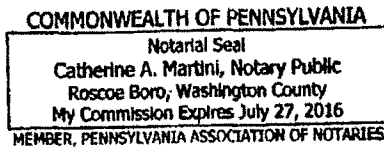
Commonwealth of Pennsylvania

County of WASHINGTON

On this 20th day of September, 2013, before me CATHERINE A. MARTINI, a Notary Public, the undersigned officer, Jeff Burks Mascara, personally appeared who acknowledged himself to be the CEO/Executive Vice –President of **Comprehensive Community Services, Inc.**, a Pennsylvania 501(c)(3) non-profit corporation and that he, as such CEO/Executive Vice –President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing for **Comprehensive Community Services, Inc.**, as CEO/Executive Vice –President.

In witness whereof, I hereunto set my hand and official seal.

Seal



Catherine A. Martini
Notary Public

Commonwealth of Pennsylvania

County of _____

On this ____ day of _____, 2013, before me _____, a Notary Public, the undersigned officer, personally appeared _____ (name of officer), who acknowledged ____ self to be the _____ (title) of **Centerville Clinics, Inc.**, a _____ (business entity form), and that ____ he as such _____ (title) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the _____ (business entity form) by ____ self as _____ (title).

In witness whereof, I hereunto set my hand and official seal.

Seal

Notary Public