



PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT ("Agreement"), made and entered into as of the 17th day of March, 2011, between **Annville Economic Development Authority** ("Grantor"), an economic development authority organized and existing under the laws of the Commonwealth of Pennsylvania, and **Joseph Bartoszek and Cheryl Bartoszek**, husband and wife ("Grantees"), provides as follows:

BACKGROUND

Grantees are the owners of certain real property located at 35 East Main Street, Annville, Lebanon County, Pennsylvania (the "Property").
mcc Annville Township,

Grantor has entered into an Agreement for Sale of Real Estate with Grantees, dated May 26, 2010 (the "Agreement of Sale"), whereby Grantor has purchased a portion of the Property, as such premises is described in the Agreement of Sale. Pursuant to the Agreement of Sale, upon Grantor's acquisition of the premises, Grantor has agreed to grant and convey to Grantees the use of certain off-street parking, for use by tenants of Grantees residing at the Property in common with other permitted users, and up to a maximum of four (4) spaces, the terms and conditions of which easement shall be as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Grantor hereby establishes, creates, and grants to Grantees and their successors in ownership of the Property, for the benefit of and use by Grantee's tenants in the apartment building located thereon, a perpetual easement to use, without cost and on a non-exclusive basis in common with all other users thereof, the off-street parking designated by Grantor on property owned or to be owned in the future by Grantor. The use by the tenants shall be in the same manner as members of the general public, except as otherwise determined by Grantor in the event it determines it advisable to dedicate certain parking spaces to the tenants' use, and up to a maximum of four (4) spaces.

2. During the period prior to the construction of such off-street parking by Grantor, Grantor agrees to provide temporary parking for Grantees' or their successors' tenants, up to a maximum of four (4) spaces, on property owned and designated by Grantor, and shall provide such tenants with written permits for display in their vehicles, or other documentation created by Grantor for such purpose, granting them permission to utilize such parking.

Exhibit "B"

3. The maximum number of off-street parking spaces granted in this Agreement shall decrease in the event of a decrease in the number of apartment units in the Property. More specifically, if the number of apartment units decreases to two (2) units, then the maximum number of off-street parking spaces granted by Grantor under this Agreement shall be reduced to a maximum of three (3) spaces. If the number of apartment units decreases to one (1) unit, then the maximum number of off-street parking spaces granted by Grantor under this Agreement shall be reduced to a maximum of two (2) spaces.

4. Any notice or other communications to be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed, or two (2) days after deposit in the U.S. Mail, postage prepaid, addressed as follows:

To the Grantor: Mr. Richard F. Charles, Chairman
ANNVILLE ECONOMIC DEVELOPMENT
AUTHORITY
Annville Town Hall
P.O. Box 178
Annville, PA 17003

With a copy to: Michelle Calvert, Esquire
REILLY, WOLFSON, SHEFFEY,
SCHRUM AND LUNDBERG, LLP
1601 Cornwall Road
Lebanon, PA 17042

To the Grantees: Mr. and Mrs. Joseph Bartoszek
1119 Cathedral Lane
Allentown, PA 18104

With a copy to: Keith D. Wagner, Esquire
BRINSER, WAGNER & ZIMMERMAN
6 East Main Street
Palmyra, PA 17078

To any successors
in ownership of the
Property: Addressed to such successors, at the address
set forth in the deed to such successors or such
other address as the successors shall provide to
Grantor in writing

Either party may change the name or the person or address to which notices or other communications are to be given by so notifying the other party in writing.

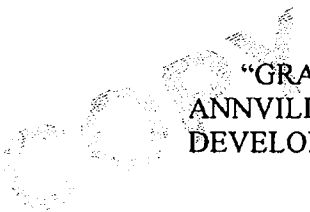
5. The easement granted in this Agreement, except as otherwise set forth herein, shall be perpetual, in the case of the rights of Grantees shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their successors in ownership of their respective properties, and the terms Grantor and Grantees hereunder shall include such successors.

6. This Agreement shall be recorded in the Recorder of Deeds Office of Lebanon County, Pennsylvania, by the parties. Grantor shall be responsible for the cost of recording.

8. This Agreement shall be governed and construed under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Parking Easement Agreement as of the day and year first set forth above.

Attest:



“GRANTOR”
ANNVILLE ECONOMIC
DEVELOPMENT AUTHORITY

By: *Richard F. Chartes*

(Name printed): Richard F. Chartes

(Title): Chairman

[Signature]
WITNESS
as to Booth

WITNESS

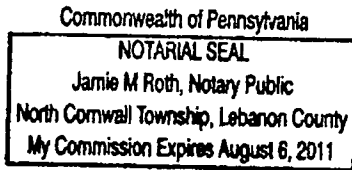
“GRANTEE”

Joseph Bartoszek
JOSEPH BARTOSZEK

Cheryl Bartoszek
CHERYL BARTOSZEK

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LEBANON :

On this, the 17th day of March, 2011, before me a Notary Public in and for said county and state, personally appeared Richard F. Charles who acknowledged himself/herself to be the Chairman of Annville Economic Development Authority, and that he/she as such Chairman, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of Annville Economic Development Authority by himself/herself as Chairman.



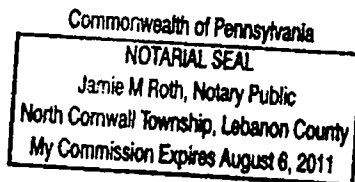
Jamie M Roth
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LEBANON :

On this 17th day of March, 2011, before me, a Notary Public, the undersigned officer, personally appeared Joseph Bartoszek, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and desired the same might be recorded as such.

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

Jamie M Roth
NOTARY PUBLIC

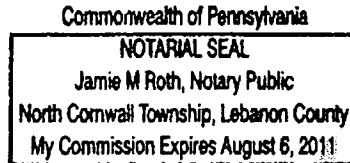


COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LEBANON

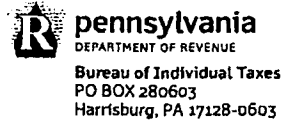
On this 17th day of March, 2011, before me, a Notary Public, the undersigned officer, personally appeared Cheryl Bartoszek, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained and desired the same might be recorded as such.

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

Jamie M Roth
NOTARY PUBLIC



201103836



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

Table with recorder's use only fields: State Tax Paid, Book Number, Page Number, Date Recorded

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed.

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

Name: Michelle R. Calvert, Esquire; Telephone Number: (717) 273-3733; Mailing Address: 1601 Cornwall Road, Lebanon, PA 17042

B. TRANSFER DATA

Grantor(s)/Lessor(s): Annville Economic Development Authority; Mailing Address: 36 North Lancaster Street, Annville, PA 17003

C. Date of Acceptance of Document

Grantee(s)/Lessee(s): Joseph and Cheryl Bartoszek; Mailing Address: 1119 Cathedral Lane, Lebanon, PA 17042

D. REAL ESTATE LOCATION

Street Address: Part of 35 East Main Street, Annville; City, Township, Borough: Annville Township, Lebanon County; School District: Annville Cleona; Tax Parcel Number: Part of 18-2312996-365353

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

Table with 6 columns: 1. Actual Cash Consideration (0.00), 2. Other Consideration (+0.00), 3. Total Consideration (= 0.00), 4. County Assessed Value, 5. Common Level Ratio Factor (X), 6. Fair Market Value (=)

F. EXEMPTION DATA

1a. Amount of Exemption Claimed: 100%; 1b. Percentage of Grantor's Interest in Real Estate: easement only; 1c. Percentage of Grantor's Interest Conveyed: easement only

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession.
Transfer to a trust.
Transfer from a trust.
Transfer between principal and agent/straw party.
Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation.
Transfer from mortgagor to a holder of a mortgage in default.
Corrective or confirmatory deed.
Statutory corporate consolidation, merger or division.
Other (Please explain exemption claimed.) Easement only without consideration incident to the "transfer to the commonwealth, the U.S. and instrumentalities by gift, condemnation or in lieu of condemnation" pursuant to the deed recorded simultaneously herewith.

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

Signature of Correspondent or Responsible Party: Michelle R. Calvert; Date: 3/17/11

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



COUNTY OF LEBANON
RECORDER OF DEEDS
Donna J. Lutz, Recorder
400 South 8th Street Room 107
Lebanon, Pennsylvania 17042-6794

Instrument Number - 201103836
Recorded On 3/17/2011 At 2:38:57 PM
* Instrument Type - RIGHT OF WAY
Invoice Number - 194628
* Grantor - ANNVILLE ECONOMIC DEVELOPMENT AUTHORITY
* Grantee - BARTOSZEK, JOSEPH

Book - 2155 Starting Page - 7022
* Total Pages - 7

* FEES


STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$23.50
RECORDING FEES - RECORDER OF DEEDS	\$17.00
PARCEL CERTIFICATION FEE	\$10.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$56.00

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

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


Donna J. Lutz
Recorder of Deeds



* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

Book: 2155 Page: 7028