



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Louise M. Kelchner, City Clerk

From: William P. Leeson, Esq., City Solicitor

Re: Intermunicipal Cooperation Agreement for Hanover Flex Center Land
Development in Hanover Township, Northampton County
City of Bethlehem, Hanover Township Northampton County, Bethlehem
Township and Bethlehem Township Municipal Authority

Date: November 28, 2018

Attached is a proposed Ordinance and associated Intermunicipal Cooperation Agreement for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.

A handwritten signature in black ink, appearing to read "William P. Leeson", is written over a horizontal line.

William P. Leeson, Esq., Solicitor

Cc: Robert J. Donchez, Mayor
Edward Boscola

BILL NO. ____ - 2018

ORDINANCE NO. 2018-____

AN ORDINANCE OF THE CITY OF BETHLEHEM, COUNTIES OF LEHIGH AND NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING AND RATIFYING AN AGREEMENT FOR INTERMUNICIPAL COOPERATION KNOWN AS THE "INTERMUNICIPAL COOPERATION AGREEMENT FOR HANOVER FLEX CENTER LAND DEVELOPMENT IN HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA FOR TRANSPORTATION THROUGH BETHLEHEM TOWNSHIP MUNICIPAL AUTHORITY LINES AND TREATMENT AT THE CITY OF BETHLEHEM WASTE WATER TREATMENT PLANT" BETWEEN THE CITY OF BETHLEHEM, HANOVER TOWNSHIP, NORTHAMPTON COUNTY, BETHLEHEM TOWNSHIP AND THE BETHLEHEM TOWNSHIP MUNICIPAL AUTHORITY.

THE COUNCIL OF THE CITY OF BETHLEHEM HEREBY ORDAINS AS FOLLOWS:

Section 1. There is hereby adopted and ratified an agreement for intermunicipal cooperation known as the "Intermunicipal Cooperation Agreement for Hanover Flex Center Land Development in Hanover Township, Northampton County, Pennsylvania, for Transportation Through Bethlehem Township Municipal Authority Lines and Treatment at the City of Bethlehem Waste Water Treatment Plant" between the City of Bethlehem, Hanover Township, Northampton County, Bethlehem Township and the Bethlehem Township Municipal Authority ("Agreement"). A copy of the Agreement is attached hereto and incorporated by reference herein. The Mayor and Controller are hereby authorized to execute the Agreement on behalf of the City of Bethlehem.

Section 2. This Amendment is entered into pursuant to the provisions of 53 Pa.C.S.A. §2303-2307:

- A. The purposes and objectives of the Agreement are to acknowledge the existence of underlying agreements dealing with sanitary sewer service for lands located in Hanover Township, Northampton County and Bethlehem Township and which sanitary sewer is treated by the City of Bethlehem Waste Water Treatment Plant, which agreements include, but are not limited to, an Agreement dated October 13, 1987 by and between the parties and an Agreement by and between the parties last signed by the City of Bethlehem on October 30, 1991 (collectively the "Previous Agreements"), which agreements are hereby ratified and confirmed; to provide for the transportation of non-residential sanitary sewage from the Hanover Flex Center Land Development Service Area (as defined in the Agreement) through lines owned by Bethlehem Township Municipal Authority for treatment by the City of Bethlehem Waste Water Treatment

Plant; and to establish the terms and conditions under which said transportation and treatment shall occur.

- B. This Agreement shall be subject to all the conditions and terms specified and set forth in the underlying Previous Agreements.
- C. The duration of this Agreement shall be current with and extend for the duration of the underlying Previous Agreements.

Section 3. The Administration is authorized to enter and execute amendments to this Agreement and to the underlying Previous Agreements that it deems not inconsistent with the purposes and objectives of this Agreement or the underlying Previous Agreements without further Council approval.

Section 4. Upon proof of execution of this Agreement by all parties thereto, all City officials and employees are authorized to take such actions as are necessary and appropriate to implement the terms and conditions of the said Agreement.

Section 5. The invalidity of any section or provision of this ordinance herein adopted shall not invalidate other sections or provisions thereof.

Section 6. All Ordinances and parts of Ordinances inconsistent herewith be, and the same are hereby repealed.

Sponsored by _____

Passed finally in Council on the _____ day of _____, 2018.

President of Council

ATTEST:

City Clerk

This Ordinance approved this _____ day of _____, 2018.

Mayor

**INTERMUNICIPAL COOPERATION AGREEMENT FOR HANOVER FLEX
CENTER LAND DEVELOPMENT IN HANOVER TOWNSHIP,
NORTHAMPTON COUNTY, PENNSYLVANIA FOR TRANSPORTATION
THROUGH BETHLEHEM TOWNSHIP MUNICIPAL AUTHORITY LINES AND
TREATMENT AT THE CITY OF BETHLEHEM
WASTE WATER TREATMENT PLANT**

THIS AGREEMENT made this ____ day of _____, 2018, by and between HANOVER TOWNSHIP, NORTHAMPTON COUNTY, a second class township organized under the laws of the Commonwealth of Pennsylvania with offices at 3630 Jacksonville Road, Northampton County, Pennsylvania (hereinafter referred to as "HT"), BETHLEHEM TOWNSHIP, a first class township organized under the laws of the Commonwealth of Pennsylvania, with offices at 4225 Easton Avenue, Bethlehem, Northampton County, Pennsylvania 18020 (hereinafter referred to as "BT"), BETHLEHEM TOWNSHIP MUNICIPAL AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 3535 Orth Street, Bethlehem, PA 18020 (hereinafter referred to as "BTMA"), and the CITY OF BETHLEHEM, a third class city organized under the laws of the Commonwealth of Pennsylvania, with offices at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania 18018 (hereinafter "COB") HT, BT, BTMA and COB sometimes referred to as "Party" or collectively "Parties".

A. The Parties have previously entered into certain agreements dealing with sanitary sewer service for lands located in HT and BT and which sanitary sewer is treated by the COB waste water treatment plant (the "COB WWTP"). These agreements include (i) an agreement dated October 13, 1987 by and between the Parties, and (ii) an agreement by and between the Parties last signed by the COB on October 30, 1991 (collectively the "Previous Agreements").

B. A land development located in HT and known as Hanover Flex Center Land Development has received conditional final land development plan approval from HT (the "Development"). The fee simple owner of the Development is Triple Net Investments XXXVI, LP ("Triple Net").

C. Triple Net cannot proceed with the Development unless they are provided with sanitary sewer service. HT cannot provide non-residential sanitary sewer service, but it can be provided with non-residential sanitary sewer service by lines of BTMA and BT and with sewage treatment by the COB WWTP. The lands creating the Development is hereinafter known as the "Service Area".

D. Based on the foregoing, and in order to better serve the health and welfare of both HT and BT, the Parties have reached an understanding that the most advantageous way to meet the sanitary sewage needs of both BT and HT for the Service Area is by an inter-municipal cooperation agreement pursuant to which BT agrees to transport non-residential sanitary sewage from the Service Area through lines owned by BTMA for treatment by the COB WWTP; and the COB agrees that BT will not be assessed for any sanitary sewage treatment capacity at the COB WWTP for the Service Area. BT agrees to charge Triple Net, or its successors and assigns, the same non-residential rates it charges its non-residential customers in BT, and giving to BT and/or BTMA the right to set all fees charged to its proper owners in the Service Area and connecting to the sanitary sewer lines constructed therein, including but not limited to connection fees, tapping fees and sewer rental fees.

E. It is the intent of BT that it accept, under the terms thereof, all non-residential sewage flowing from the Service Area, and it agrees to transport the same through sewer lines of BTMA for treatment by the COB WWTP and BT will bill Triple Net in accordance with the terms of this Agreement, based on the wastewater discharge flows, without discount.

F. BT shall provide typical operations and maintenance service to the Service Area, which includes the pressure service lateral constructed from the public terminal manhole to the Service Area boundary.

NOW, THEREFORE, in consideration of their mutual promises, each to the other, the receipt of which is hereby acknowledged, and intending to be legally bound thereby, the Parties hereto agree as follows:

1. All "Background" paragraphs are incorporated herein as if the same were set forth here at length.
2. HT does hereby grant unto BT the sole and exclusive right and privilege to provide sanitary sewer service to the Service Area shown on the attached *Exhibit "A"*, as hereafter described, under and subject to the conditions hereinafter set forth.
3. COB acknowledges and agrees that BT will not be allocated or assessed any sanitary sewage treatment capacity with the COB WWTP for flows originating at the Service Area.
4. BT agrees to accept, and HT agrees to discharge into BTMA sewer lines, and the latter agrees to accept all the non-residential sanitary sewage from the Service Area for transportation and treatment at the COB WWTP. BT shall bill Triple Net quarterly March, June, September and December within fifteen (15) days of receipt of the meter readings by BT, at the same rate charged BT non-residential customer as modified from time to time by ordinance of BT. Triple Net shall pay said quarterly bill within thirty (30) days from its date. The Service Area shall be deemed sewer service customers of BT for non-domestic waste. HT shall have no jurisdiction over said customers or over

rates or fees charged customers in the Service Area by BT for non-domestic waste, but will charge for and control domestic waste for the Service Area.

(a) Sewer service in the Service Area shall not commence until this Agreement is signed by all Parties and enabling ordinances or resolutions are adopted by the Parties authorizing signing of this Agreement.

(b) Sewer service to the Service Area shall be governed by this Agreement.

(c) At no time shall the cost to Triple Net for sewer service under this Agreement exceed the rate charged BT customers for the same classification of customers and the same classification of non-residential waste water discharge.

(d) This Agreement is not intended to create any individual user rights in the sewers constructed or used pursuant to this Agreement, as a third party beneficiary or otherwise. The only parties entitled to enforce this Agreement shall be the Parties.

5. BTMA, BT and HT acknowledge and agree that BTMA shall have the right, in addition to the charges set in Paragraph 4, to collect from Triple Net such connection fees and tapping fees that are normally charged by BTMA

6. BTMA, BT and HT are Parties to this Agreement to signify their consent to transport the non-residential sewage from the Service Area through BTMA system and to treat the same at the COB WWTP based on HT allocation in the COB WWTP and for BT to receive payment therefore from Triple Net in accordance with this Agreement. HT is a party to this Agreement to signify its consent to transport the non-residential sewage from the Service Area through BTMA system for treatment at the COB WWTP. The COB is a party to this Agreement to signify its consent to accept and treat the non-residential sewage in accordance with this Agreement and other agreements with BTMA and BT including the Previous Agreements.

7. Whenever a building permit is issued by HT under which a non-residential building is to be constructed and connected to the subject sewer line in the Service Area under this Agreement, HT shall promptly notify BT of the name and address of the property owner, tax map parcel number, the name of the subdivision and lot number, deed reference, estimated average daily sewage flow and the date of the proposed connection. Within fourteen (14) days of the issuance of an occupancy permit, a copy of the same shall be sent to BT by HT.

8. The sewage flow from HT shall be based upon magnetic flow meter reading for non-domestic wastewater discharge only. In the event of failure of the magnetic flow meter(s), BT reserves the right to use estimated flows based on historic wastewater flow discharge or water consumption history.

9. All collectors, interceptors and sewer facilities pertaining hereto, constructed in the Service Area under this Agreement shall be constructed by Triple Net under BTMA Rules and Regulations, conveyed to BTMA upon completion and acceptance. BT agrees to maintain the sanitary sewer lines in the Service Area covered by this Agreement in good repair to continuously operate the same and from time to time make all repairs, necessary replacements and all necessary improvements thereto in order to maintain adequate service.

(a) All non-residential sewage from the Service Area will be transported from the Service Area to BTMA sewage system by a private extension for the Development. The sewer lines and manholes will be constructed under BTMA Rules and Regulations, and be a part of the sanitary sewer systems owned by BTMA. The sewer lines and manholes are subject to inspection by BTMA on reasonable notice to and in the presence of HT representative.

10. The Parties shall permit authorized representatives of each other access at all reasonable times to the Parties records relating to matters hereunder, in order to assure compliance with the terms of this Agreement, including access for waste sampling and measurement.

(a) BT, BTMA, and HT each agree to furnish or to cause to be furnished to each other, upon reasonable cause shown by any Party, all information deemed essential by a Party, for determination of the volume, character and strength of sewage discharged into the BTMA'S sewer system.

11. It is agreed that the cost of preparation of this Agreement shall be shared equally between HT, BTMA, and BT, but each Party shall pay for their individual costs of engineering and legal review and preparation of resolutions and ordinances.

12. This Agreement is recognized as an agreement in principle of the Parties, and each Party will adopt such ordinances or resolutions required in order to approve and effectuate the terms and provisions of this Agreement.

13. The Parties hereto agree that if, at any time, disputes shall arise between them concerning factual determinations under the terms of this Agreement, the matter in dispute shall be referred to four arbitrators, one to be appointed by HT, one to be appointed by BTMA and BT, one to be appointed by COB, and the fourth to be agreed upon by the three appointees so selected; provided, however, that in the event such appointees cannot agree on the fourth arbitrator, the President Judge of the Court of Common Pleas of Northampton County, Pennsylvania, shall appoint the fourth arbitrator. A decision or award of the majority of such arbitrators shall be final and binding upon the Parties hereto, their respective successors and assigns. In the event of a deadlock of the arbitrators, the President Judge of the Court of Common Pleas of Northampton County, Pennsylvania shall make the decision. Each Party hereto shall pay the costs including costs of its own appointee and one-third of the costs of the fourth arbitrator.

14. The failure of any Party hereto to insist upon strict performance of this Agreement or any of the terms or conditions thereof shall not be construed as a waiver of any of its rights hereunder.

15. This Agreement may only be modified, amended or supplemented by the written agreement of all the Parties hereto.

16. Should any one or more of the provisions of this Agreement for any reason be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement and this Agreement shall, in such circumstances, be construed and enforced as if such illegal, invalid or unenforceable provision has not been contained herein.

17. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

18. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same instrument.

19. This Agreement shall be read in *pari materia* with the Previous Agreements.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and date first above written.

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

ATTEST:

BETHLEHEM TOWNSHIP
MUNICIPAL AUTHORITY

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

ATTEST:

BETHLEHEM TOWNSHIP

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

ATTEST:

CITY OF BETHLEHEM

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

PREPARED BY:

Fitzpatrick Lentz & Bubba, P.C.
4001 Schoolhouse Lane
Center Valley, PA 18034
610-797-9000

RETURN TO:

Fitzpatrick Lentz & Bubba, P.C.
4001 Schoolhouse Lane
Center Valley, PA 18034
610-797-9000

Tax Parcel Number: M6/15/2/0214 & M6/15-3-0214 & M6-15-2A-0214
5000 Township Line Road & * Township Line Road, Hanover Twp.
**Parcels have been consolidated by Consolidation Plan and the surviving
Tax Parcel Number is: M6/15/2/0214**

DEED OF CONSOLIDATION

THIS DEED is made the 28th day of July, in the year Two Thousand Seventeen (2017),

BETWEEN

TRIPLE NET INVESTMENTS XXXVI, L.P., a Pennsylvania limited partnership, having a mailing address of 171 Route 173, Suite 201, Asbury, New Jersey 08802 ("**Grantor**"),

AND

TRIPLE NET INVESTMENTS XXXVI, L.P., a Pennsylvania limited partnership, having a mailing address of 171 Route 173, Suite 201, Asbury, New Jersey 08802 ("**Grantee**"),

WITNESSETH, that in consideration of One (\$1.00) Dollar, in hand truly paid by Grantee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns,

PARCEL NO. 1:

ALL THAT CERTAIN message or tenement and lot or piece of ground situate in Hanover Township, Northampton County, Pennsylvania, bounded and described as follows:

BEGINNING for the same at a spike in the center of the public road leading from Santee's Mill to Hanoverville, corner to land of Koncie Bickert; thence along said land North eighty-six degrees twenty minutes West (N. 86° 20' W.) two hundred twenty-eight (228) feet to an oak stake; thence a new line South five degrees West (S. 5° W.) sixty-five and twenty-five one-hundredths (65.25) feet to an oak stake and land of John Beam; thence along said land South eighty-six degrees twenty minutes East (S. 86° 20' E.) two hundred twenty-eight (228) feet to an

iron pin in the West side of said public road at a bend in said road; thence to and along the center of said road North five degrees East (N. 5° E.) sixty-five and twenty-five one-hundredths (65.25) feet to the place of beginning. CONTAINING .341 of an acre, more or less.

BEING known as 4990 Township Line Road according to present numbering.

Tax Parcel No.: M6-15-3 0214

PARCEL NO. 2:

PREMISES "A"

ALL THAT CERTAIN tract, piece or parcel of land, together with the buildings erected thereon, situate, lying and being in the Township of Hanover, County of Northampton, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron spike in the center of the road leading from Santee's Mill to Bath, Township Road #434, the width of which is 33 feet, said iron spike being distant 325.50 feet on a course bearing South 03 degrees 30' West, from the intersection of the centerline of said Township Road #434 and the centerline of Hanoverville Road, Township Road #437, the width of which is 33 feet; thence along the centerline of Township Road #434 South 03 degrees 30' West, 252.00 feet to an iron spike; thence along land of Charles Kunsman North 89 degrees 15' West, 150.17 feet to a point; thence along land of Larry C. Sandt the following two courses and distances: (1) North 03 degrees 30' East, 259.20 feet to an iron pipe; thence (2) South 86 degrees 30' East, 150.00 feet to the place of beginning. Containing 0.880 of an acre of land, more or less.

BEING known as 5000 Township Line Road according to present numbering

Tax Parcel No.: M6-15-2 0214

PREMISES "B"

ALL THE TWO FOLLOWING DESCRIBED PARCELS OF LAND:

TRACT 1: ALL THAT CERTAIN tract or parcel of land situate on the West side of the Public Road leading from Santee's Mill to Bath in the Township of Hanover, County of Northampton, Commonwealth of Pennsylvania, and bounded and described as follows:

BEGINNING at a point in the middle of the Public Highway leading from Santee's Mill to Bath, said point being 252 feet North of an iron pin, where the properties now or late of Claude F. Stull and now or late of Thomas Ruch meet; thence in and along aforementioned Public Highway leading from Santee's Mill to Bath North 3° 30' East one hundred two and ninety-five hundredths (102.95) feet to a point, which is two hundred twenty-two and fifty-five hundredths (222.55) feet from an iron pin located where the aforementioned Santee's Mill Bath Highway intersects with another Public Highway leading from Hecktown to Bethlehem- Bath Highway;

thence along properties now or late of Charles Wolgast, single, and Earl Hoch three hundred seventy-seven and forty-two hundredths (377.42) feet to a point; bearing of said line being North $86^{\circ} 30'$ West; thence along property now or late of Peter Dopfel South $3^{\circ} 30'$ *[incorrectly stated previously as $80'$]* West one hundred two and ninety-five hundredths (102.95) feet to a point; thence along property now or late of Charles F. Stull South $86^{\circ} 30'$ East *[incorrectly stated previously as North $86^{\circ} 30'$ West]* to three hundred seventy-two and forty-two hundredths (372.42) feet *[incorrectly stated previously as three hundred seventy-seven and forty-two hundredths (377.42) feet]* to the place of beginning. CONTAINING 0.892 acres of land, more or less.

TRACT 2: ALL THAT CERTAIN lot or parcel of ground situate one hundred fifty feet West of the road leading from Santee's Mill to Bath and known as Township Road #434 in the Township of Hanover, County of Northampton, Commonwealth of Pennsylvania, bounded and described according to a survey thereof made by Charles D. Remaly, Registered Surveyor on the 8th day of December 1966, as follows:

BEGINNING at an iron pipe distant one hundred fifty feet on a course of North $86^{\circ} 30'$ West from an iron spike in Township Road #434, said iron spike being distant three hundred twenty-five and fifty hundredths (325.50) feet in and along said road on a course of South $3^{\circ} 30'$ East from a point in the road leading from Hecktown to Bethlehem to Bath Highway and known as Township Road 437; thence continuing North $86^{\circ} 30'$ *[incorrectly stated previously as $80'$]* West along the lands of Johanna Schlener a distance of two hundred twenty-seven and forty-two hundredths (227.42) feet *[incorrectly stated previously as 224.40 feet]* to an iron pipe in line of lands now or late of Peter Dopfel; thence South $3^{\circ} 30'$ West along the lands now or late of Peter Dopfel a distance of two hundred seventy and thirteen hundredths (270.13) feet to a stone corner; thence South $89^{\circ} 15'$ East along the lands now or late of Peter Dopfel and Thomas Ruch a distance of two hundred twenty-seven and sixty-eight hundredths (227.68) feet to a point; thence North $3^{\circ} 30'$ East in and through the lands late of Claude F. Stull a distance of two hundred fifty-nine and twenty hundredths (259.20) feet to an iron pipe and the point of beginning.

Tax Parcel No.: M6-15-2A 0214

NOW, BY CONSOLIDATION, THE PROPERTY IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN parcel or tract of land situate in the Township of Hanover, County of Northampton, Commonwealth of Pennsylvania in accordance with a plan entitled "Lot Consolidation Plan, J.G. Petrucci Co., Inc., Hanover Flex Center", Drawing No. C-1.2, dated 8-25-16, last revised 5-19-17, prepared by Ott Consulting Inc., Civil Engineers-Surveyors, recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania in Record Book 2017-5, Page 290, bounded and described as follows:

BEGINNING at a concrete monument, said monument being a common corner between lands now or formerly of Triple Net Investments XXXVI, L.P., lands now or formerly of Wagner

Holdings Inc. PIN#M6 15 23 0214, and the westerly right-of-way of Township Line Road (60' ROW);

THENCE along the common lot line between the aforementioned lands of Wagner Holdings Inc., and the lands of Triple Net Investments XXXVI, L.P., S 79° 14' 25" W for a distance of 219.80' to an iron pin;

THENCE, along the common line of the lands now or formerly of Embassy Holdings LLC PIN#M6 15 22 0214, and the aforementioned lands of Triple Net Investments XXXVI, L.P., the following three courses:

1. N 06° 39' 45" W for a distance of 72.05' to an iron pin set;
2. S 80° 09' 25" W for a distance of 153.39' to an iron pin found;
3. N 07° 05' 33" W for a distance of 369.96' to a point;

THENCE, along the common line of the aforementioned lands of Triple Net Investments XXXVI, L.P., N 80° 09' 25" E for a distance of 65.07' to an iron pin to be set;

THENCE, along the common line of lands now or formerly of Charles E. Oehlbeck PIN#L6 19 2 0214, and the aforementioned lands of Triple Net Investments XXXVI, L.P., N 82° 54' 25" E for a distance of 293.09' to a concrete monument set;

THENCE, along the common line of aforementioned lands of Triple Net Investments XXXVI, L.P., and the westerly Ultimate Right-of-Way of Township Line Road, S 07° 54' 23" E for a distance of 364.01' to an iron pin set at a point of curvature;

THENCE, along a curve to the left having a radius of 230.00', a central angle of 15° 05' 05", the chord of which bears S 15° 26' 55" E for a distance of 60.38', for an arc length of 60.55' to the point of BEGINNING.

CONTAINING: 146,286 square feet or 3.3583 acres of land, more or less.

THIS CONVEYANCE IS A DEED OF CONSOLIDATION FROM GRANTOR TO ITSELF FOR THE SOLE PURPOSE OF CONSOLIDATING THE SEPARATELY DESCRIBED TRACTS OF LAND CONTAINED IN THE DEEDS REFERENCED IN THE RECITALS HEREIN AND IS NOT SUBJECT TO PENNSYLVANIA REALTY TRANSFER TAX.

UNDER AND SUBJECT to all covenants, conditions, easements and restrictions as appear of record.

TOGETHER with all and singular the buildings, improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the Grantor, its successors and assigns, in law, equity or otherwise, of, in and to the same, and every part thereof, **subject as aforesaid.**

TO HAVE AND TO HOLD the lot or piece of ground above described, with the improvements thereon erected, hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, to and for the only proper

use and behoof of the Grantee, its successors and assigns, forever, **subject as aforesaid.**

THE GRANTOR, for itself, its successors and assigns, does by these presents covenant, grant and agree to and with the Grantee, its successors and assigns, that it, the Grantor, and its successors and assigns, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, against it, the Grantor and its successors and assigns, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same, or any part thereof, by, from or under said Grantor, **SHALL AND WILL, SUBJECT AS AFORESAID, SPECIALLY WARRANT AND FOREVER DEFEND.**

[Signatures appear on following page]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed on the day and year first above written.

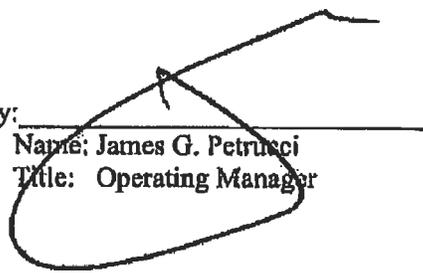
WITNESS:

**TRIPLE NET INVESTMENTS XXXVI,
L.P.**, a Pennsylvania limited partnership
By: By: C – ROC, Limited Liability
Company, its general partner

Debra J. Tarant

By: _____

Name: James G. Petrucci
Title: Operating Manager

A large, stylized handwritten signature in black ink, which appears to be "James G. Petrucci", is written over a horizontal line. The signature is enclosed within a hand-drawn oval.

STATE OF NEW JERSEY

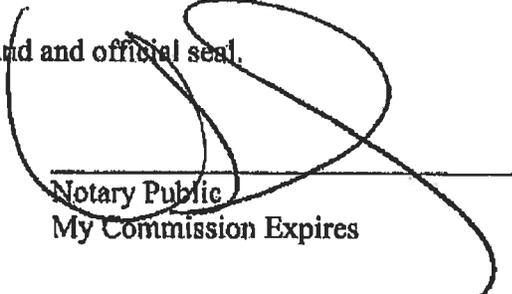
:
:
:

SS.

COUNTY OF HUNTERDON

On this the 28 day of July, 2017, before me, a Notary Public, the undersigned officer, personally appeared James G. Petrucci, who acknowledged himself to be the Operating Manager of C-ROC, Limited Liability Company, general partner of Triple Net Investments XXXVI, L.P., a Pennsylvania limited partnership, and that he as such Operating Manger, being authorized to do so, executed the foregoing document for the purposes therein contained by signing the name of the limited liability company as general partner of the limited partnership, by himself as Operating Manager.

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



Notary Public
My Commission Expires

MICHAEL H. SCHWERTFEGER
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2335117
My Commission Expires 9/28/2020

I hereby certify that the correct address of the Grantee herein is:

171 Route 173, Suite 201
Asbury, NJ 08802-1327

