

**Prepared By: Andrew V. Schantz, Esquire
Davison & McCarthy, P.C.
645 Hamilton Street, Suite 510
Allentown, PA 18101
610-435-0450**

**Return To: Andrew V. Schantz, Esquire
Davison & McCarthy, P.C.
645 Hamilton Street, Suite 510
Allentown, PA 18101**

**Grantor
Lehigh County PIN# 640710278375 1**

**Grantees
Lehigh County PIN#'s 640710360119-1
640710360119-2
640710361285-1
640710363330-1
640710365348-1**

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (“Agreement”), made this 30th day of May, 2019, is by and between **FOUR CITY CENTER OP, LP, a Pennsylvania limited partnership with an address of 645 Hamilton Street, Suite 600, Allentown, PA 18101 (hereinafter called “Grantor”);**

AND

627 W HAMILTON LLC, a Pennsylvania limited liability company with an address of P.O. Box 123, Allentown, PA 18105 (hereinafter called “627 Hamilton Associates”);

AND

GIUSEPPE C. NAPOLI AND SANTO S. NAPOLI, individuals, each with an address of 627 Hamilton Street, 1st Floor, Allentown, PA 18101 (hereinafter collectively called “Napoli”);
and

AND

THOMAS P. WILLIAMS, an Individual, with an address of 822 Hamilton Street, Allentown, PA 18101 (hereinafter called “Williams” and collectively with 627 Hamilton Associates and Napoli, the “Grantees”).

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of real property located at 15 N. Church Street, Allentown, Lehigh County, Pennsylvania, and further identified by the Lehigh County Assessor as Parcel No. 640710278375-1 (the "Subject Property"); and

WHEREAS, 627 Hamilton Associates is the owner of a certain parcel of real property located at 627 W. Hamilton Street - Unit No. 2, Allentown, Pennsylvania, and further identified by the Lehigh County Assessor as Parcel No. 640710360119-1 (the "627 Hamilton Associates Property"); and

WHEREAS, Napoli is the owner of the following three parcels of real property located at (1) 627 W. Hamilton Street – Unit No. 1, Allentown, Pennsylvania, and further identified by the Lehigh County Assessor as Parcel No. 640710360119-2; (2) 625 W. Hamilton Street, Allentown, Pennsylvania, and further identified by the Lehigh County Assessor as Parcel No. 640710361285-1; and (3) 623 W. Hamilton Street, Allentown, Pennsylvania, and further identified by the Lehigh County Assessor as Parcel No. 640710363330-1 (collectively, the "Napoli Properties"); and

WHEREAS, Williams is the owner of a certain parcel of real property located at 619 W. Hamilton Street, Allentown, Pennsylvania, and further identified by the Lehigh County Assessor as Parcel No. 640710365348-1 (the "Williams Property" and collectively with the 627 Hamilton Associates Property and the Napoli Properties, the "Grantee Properties"); and

WHEREAS, the Subject Property is bounded to the south by a ten foot (10') wide ally known as West Howe Street as further identified on *Exhibit A* attached hereto; and

WHEREAS, West Howe Street is neither a public street nor open to public motor vehicle traffic; and

WHEREAS, Grantor has filed a Street Vacation Petition with the City of Allentown requesting those portions of West Howe Street that border the Subject Property to be vacated as a public street/ally, as shown on the Plan attached hereto as *Exhibit B*; and

WHEREAS, upon the vacation of West Howe Street, title to the underlying ground shall revert entirely to the Subject Property as the Subject Property is the parcel from which the underlying lands to West Howe Street originated; and

WHEREAS, each of the Grantee Properties abut upon the portion of West Howe Street sought to be vacated by Grantor; and

WHEREAS, each of the Grantees utilize the portion of West Howe Street subject to the street vacation for limited access to their respective properties; and

WHEREAS, Grantor desires to permit Grantees continued access to their respective properties by and through the Easement Area (as defined below) and the parties hereto desire to establish the use (and limitations thereof) and maintenance responsibilities of each party with regard to the Easement Area, all subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agree as follows:

1. Recitals. The parties incorporate the "Whereas" clauses set forth above and the Exhibits attached hereto as though the same were fully set forth herein at length.

2. Grant of Easement. Grantor, for and in consideration of the advantage to Grantor accruing as well as for diverse other consideration, has granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantees, their respective successors and assigns, a non-exclusive perpetual easement and right-of-way on, under and through that portion of the Subject Property (the "Easement Area") described in the attached legal description and shown on the attached Plan prepared by Rettew Associates, Inc. (the "Plan"), both of which are attached hereto and marked as *Exhibit B*, solely to permit each of the Grantees limited or secondary access to their respective properties for: (i) pedestrian access; (ii) transport of trash receptacles and other equipment and property stored in the Grantee Properties to N. Church Street; (iii) construction of scaffolding and erection of ladders to repair and maintain the Grantee Properties (provided that Grantor is provided with not less than seven (7) days advance written notice of the placement of any such scaffolding and provided further that if any such scaffolding or ladders will remain for more than fourteen (14) days the consent of Grantor shall be required, such consent will not be reasonably withheld or delayed; (iv) unimpeded and unrestricted ingress and egress to and from the buildings located on the Grantee Properties; and (v) for temporary access by vehicles making deliveries to and pick-ups from such Grantee's respective property (collectively, the "Access Rights"), subject to the following: (i) vehicle access is limited to vehicles that can enter, exit and traverse the Easement Area without damaging the Grantor or Grantee Properties; (ii) when utilizing the Access Rights over the Easement Area, each Grantee shall be responsible for unlocking and then securing the bollards to be installed in the Easement Area pursuant to Paragraph 4 below; and (iii) each Grantee's vehicular access rights may only be utilized during the hours of 5:00 a.m. to 11:00 a.m. and 2:00 p.m. to 4:00 p.m. In addition to the above, Grantees shall have the right to place tables and chairs in the Easement Area for use in connection with the Grantee Properties, provided (i) such tables and chairs are clean and in good condition; (ii) such tables and chairs are not located in the Easement Area during the times when vehicular access is permitted; (iii) such tables and chairs are stored inside the Grantee Properties during the overnight hours and when not in use; and (iv) such tables and chairs shall not be permitted if the Grantor notifies that Grantees in advance that it is utilizing the Easement Area during a particular day or time. Except as expressly provided herein, no Grantee shall utilize the Easement Area for any other purpose, or erect or permit any other barriers, fences, signs or other obstructions to the free and unhampered use of the Easement Area, or permit any dumpster or other structure or object to be placed or constructed within any portion of said Easement Area without the prior written consent of Grantor.

3. Grantor shall be responsible for improving, altering, repairing, and maintaining the Easement Area and/or repairing any damage or restoring any disturbance within the Easement Area, provided that each Grantee shall be responsible for any damage or disturbance to the Subject Property and/or the Easement Area caused by the use of the Easement Area by such Grantee or its agents, tenants, employees, contractors or invitees and shall restore the Subject Property and/or

the Easement Area to its pre-existing condition following any such damage or disturbance. In the event that any Grantee fails to perform its repair and restoration obligations under this Agreement within a reasonable period of time, Grantor shall, following delivery of written notice of such failure to Grantee and the passage of thirty (30) days in which Grantee fails to cure such failure, have the right to perform such obligations, whereupon Grantee shall reimburse Grantor for the reasonable cost of performing such obligations within thirty (30) days of receipt of an invoice therefor.

4. For security and traffic control measures, Grantor, at its sole cost and expense, shall install bollards within the Easement Area as depicted on *Exhibit B* which shall remain locked and secured. Grantees shall be provided with the ability to gain vehicular access to the Easement Area, after which the Easement Area shall be re-secured. Maintenance of the bollards shall be in accordance with Paragraph 3 above.

5. This Agreement shall be binding upon the Grantor, each of the Grantees and their respective heirs, successors and assigns, in perpetuity, and shall run with the land.

6. Each Grantee, severally and not jointly, hereby agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Grantor and each of its parents, subsidiaries and affiliates, and each of their respective partners, members, shareholders, owners, directors, managers, officer, employees, agents, successors and assigns harmless from and against any and all claims, demands, actions, liabilities, losses, damages, awards, verdicts or judgments, together with court costs and reasonable counsel fees, resulting from any and all loss of life or property, or from injury or damage to the Subject Property, person or property of any person, firm, corporation or entity, including Grantor and Grantor's licensees, invitees, officers, fiduciaries, agents, employees and independent contractors, in whole or in part, directly or indirectly, caused by any act (including any negligent act) or omission of any Grantee or any of their respective agents, invitees, tenants, servants, employees, subcontractors or suppliers arising out of or in connection with such Grantee's use, possession, occupancy, control and/or such other exercise of its rights or the execution of any of its work on, about or under the Easement Area and/or the Subject Property. In no event, however, shall any Grantee's obligations under this Paragraph include the negligent acts of the parties to whom such obligation of Indemnification shall run. In addition, each Grantee shall cause Grantor to be named as an additional insured under their respective insurance policy(ies) with respect to liability resulting from the use of the Easement Area as described in this Agreement. Grantor hereby agrees, to the fullest extent permitted by law, to indemnify, defend and hold each Grantee and each of its heirs, parents, subsidiaries and affiliates, and each of their respective partners, members, shareholders, owners, directors, managers, officer, employees, agents, successors and assigns harmless from and against any and all claims, demands, actions, liabilities, losses, damages, awards, verdicts or judgments, together with court costs and reasonable counsel fees, resulting from any and all loss of life or property, or from injury or damage to any Grantee Property, the person or property of any person, firm, corporation or entity, including Grantees and Grantees' licensees, invitees, officers, fiduciaries, agents, employees and independent contractors, in whole or in part, directly or indirectly, caused by any act (including any negligent act) or omission of Grantor or any of its respective agents, invitees, tenants, servants, employees, subcontractors or suppliers arising out of or in connection with Grantor's use,

possession, occupancy, control or the execution of any of its work on, about or under the Easement Area and/or the Subject Property. In no event, however, shall any Grantor's obligations under this Paragraph include the negligent acts of the parties to whom such obligation of Indemnification shall run.

7. This Agreement is UNDER AND SUBJECT, nevertheless, to all covenants, conditions, easements and restrictions of record.

8. This Agreement, contains the entire understanding of the parties in reference to the subject matter contained herein and therein, and each party acknowledges that there have been no representations or understandings other than those expressly set forth in this Agreement. Any waiver, alteration, modification or amendment to any of the provisions of this Agreement shall not be valid unless in writing and executed by all of the parties hereto. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Grantor and each of the Grantees have caused this Access Easement Agreement to be properly executed the day and year first above written.

WITNESS/ATTEST



FOUR CITY CENTER OP, LP, a Pennsylvania limited partnership

By: FOUR CITY CENTER OP GP, LLC, a Pennsylvania limited liability company, its General Partner

By: Gene Marino
Name: Gene Marino
Title: Director of Finance

WITNESS/ATTEST

627 HAMILTON ASSOCIATES, a Pennsylvania limited partnership

By: _____
Name: _____
Title: _____

WITNESS/ATTEST



Giuseppe C. Napoli
Giuseppe C. Napoli

WITNESS/ATTEST



Santo S. Napoli
Santo S. Napoli

WITNESS/ATTEST

Thomas P. Williams
Thomas P. Williams

IN WITNESS WHEREOF, the Grantor and each of the Grantees have caused this Access Easement Agreement to be properly executed the day and year first above written.

WITNESS/ATTEST

FOUR CITY CENTER OP, LP, a Pennsylvania limited partnership

By: FOUR CITY CENTER OP GP, LLC, a Pennsylvania limited liability company, its General Partner

By: _____

Name: _____

Title: _____

WITNESS/ATTEST

Joelle Tomlin

627 W HAMILTON LLC, a Pennsylvania limited liability company

By: *[Signature]*

Name: *627 W Hamilton LLC*

Title: *Authorized Signatory*

WITNESS/ATTEST

Giuseppe C. Napoli

WITNESS/ATTEST

Santo S. Napoli

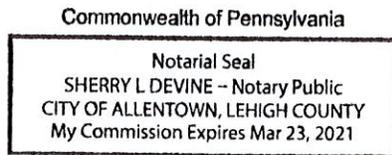
WITNESS/ATTEST

Thomas P. Williams

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF LEHIGH :

On this, the 29th of April, 2019, before me, the undersigned officer, personally appeared Gene Marino, who acknowledged himself/herself to be an authorized officer of Four City Center OP GP, LLC, a Pennsylvania limited liability company and the General Partner of Four City Center OP, LP, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself/herself as such authorized officer.

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



Sherry L. Devine
Notary Public

My Commission Expires: March 23, 2021

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF LEHIGH :

On this, the _____ of _____, 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be an authorized officer of 627 Hamilton Associates, a Pennsylvania limited liability partnership and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself/herself as such authorized officer.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF LEHIGH :

On this, the _____ of _____, 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be an authorized officer of Four City Center OP GP, LLC, a Pennsylvania limited liability company and the General Partner of Four City Center OP, LP, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself/herself as such authorized officer.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF LEHIGH :

On this, the 30th of May, 2019, before me, the undersigned officer, personally appeared Jonathan L. Strauss, who acknowledged himself/herself to be an authorized officer of 627 W Hamilton LLC, a Pennsylvania limited liability company and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself/herself as such authorized officer.

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

Sherry L. Devine
Notary Public

My Commission Expires: March 23, 2021

Commonwealth of Pennsylvania

Notarial Seal
SHERRY L DEVINE – Notary Public
CITY OF ALLENTOWN, LEHIGH COUNTY
My Commission Expires Mar 23, 2021

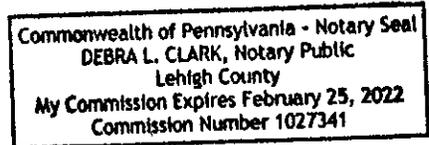
COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF LEHIGH -

On this, the 25th of April, 2019, before me, the undersigned officer, personally appeared Giuseppe C. Napoli, known to me (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.

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


Notary Public

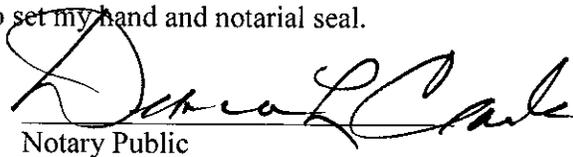
My Commission Expires:



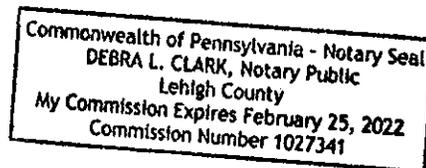
COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF LEHIGH :

On this, the 25th of April, 2019, before me, the undersigned officer, personally appeared Santo S. Napoli, known to me (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.

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


Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF LEHIGH :

On this, the 30th of May, 2019, before me, the undersigned officer, personally appeared Thomas P. Williams, known to me (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.

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

Kathy McNair
Notary Public

My Commission Expires: 4/6/22

