

## LEGAL NOTICE

### INVITATION TO BID – REAL ESTATE FOR GOLF COURSE AND CLUBHOUSE

Sealed bids for the purchase of a parcel of real estate are being accepted by Exeter Township. The properties are located in Exeter Township and are identified as 43-5335-05-09-0018X01, otherwise known as the Reading Country Club and numbered as 5311 Perkiomen Avenue, Reading, PA 19606 and 43-5326-19-62-9165, otherwise known as Dunham Drive, Reading, PA 19606 (collectively, “Real Estate”). Sealed bids must be received no later than 1 p.m. on September 27, 2024 at the Exeter Township Municipal Building, 4975 DeMoss Road, Reading, Pennsylvania 19606. If a bid is mailed, the bidder should allow adequate time for delivery. The bids will be publicly opened and read at 2 p.m. on September 27, 2024 at the Exeter Township Municipal Building, 4975 DeMoss Road, Reading, Pennsylvania 19606. All bids must be sealed and plainly marked “Attention: Township Manager, Exeter Township Property Bid.” The bid award, if any, will take place on October 14, 2024 at the regularly scheduled meeting of the Exeter Township Board of Supervisors to be held at 7:00 p.m. in the Exeter Township Municipal Building, 4975 DeMoss Road, Reading, Pennsylvania 19606.

Interested purchasers are invited to tour the Real Estate at 1 p.m. on Friday, September 6, 2024 and/or 1 p.m. on Tuesday, September 10, 2024. Potential purchasers must tour the property in order to place a bid.

Additional information can be obtained by contacting Exeter Township Manager, at (610) 779-5660 during normal business hours. Potential purchasers may submit questions concerning the Real Estate no later than September 13, 2024, and the Township shall provide answers to all potential bidders no later than September 20, 2024.

The Real Estate is sold subject to all the Conditions stated in the Conditions of Sale of Real Estate. All bidders shall carefully review these documents. The successful bidder shall be required to pay in full the purchase price for the Real Estate within 60 days of acceptance of the bid. The successful bidder shall be required to pay all costs of transfer of the Real Estate, except for the cost of the preparation of the deed. These costs may include but are not limited to, title search, title insurance, title certification, survey costs, recording fees, notary fees, tax certification costs and taxes. Each bid or proposal must be accompanied by certified bank or cashier’s check payable to Exeter Township in an amount of not less than 10% of the amount of the bid. The Township reserves the right to reject any and all bids and will not accept bids less than the minimum bidding amount of \$4,805,000.00. Additionally, the Township reserves the right to waive any technical and legal deficiencies or irregularities of the bids and to accept any bid that it believes to be in the best interest of the Township. No bidder may withdraw a bid for a period of 45 days after the date set for opening thereof.

EXETER TOWNSHIP

By: J. Chadwick Schnee, Esq., Solicitor

Advertise two (2) times on the following dates:

August 28, 2024 and September 4, 2024

Proof of Publication and bill to:  
Exeter Township  
Attn: Township Manager  
4975 DeMoss Road, Exeter PA 19606  
(610) 779-5660

## CONDITIONS OF SALE OF REAL ESTATE

1. Exeter Township (“Seller”) is selling the Real Estate described as set forth in the attached Exhibit “A” (“Real Estate”). If any Purchaser desires a description on the basis of actual survey, the costs of any survey shall be paid for by the Purchaser. The Real Estate is being sold in its “AS IS” condition. **Purchaser must tour the Real Estate prior to submitting a bid.**
2. The Real Estate includes all structures, buildings, fixtures, whether or not appurtenance to the same, and all personal property contained thereon, including, without limitation, a golf course, clubhouse, restaurant, pro shop and snack bar on the property, along with the equipment and personal property described as set forth in the attached Exhibit “B” and all furnishings, decorations, silverware, glassware, cutlery, or other items of personal property currently existing on the property.
3. Seller will not accept any bid for the Real Estate that is less than the minimum bid amount of \$4,805,000.00.
4. Purchaser understands and acknowledges that the Real Estate, or portions or appurtenances thereon, are on the National Historic Registry, and may be subject to any conditions, specifications, limitations, or otherwise, as may be required by the same.
5. Bids shall be firm and subject only to the conditions set forth herein. If a bid is submitted with conditions or exceptions or not in conformance with the terms and conditions of this invitation to bid, Seller may reject the same.
6. The highest responsible bidder that submits a bid in excess of the minimum bid amount shall be declared the Purchaser, subject to the Seller’s right to reject any and all bids.
7. At Seller’s discretion in the event of a dispute among the bidders, the Real Estate being bid upon shall be withdrawn and offered again for sale at the last mentioned bid. One open bid is reserved.
8. Taxes will be prorated on a fiscal year basis to the date of settlement.
9. The Purchaser shall be required to pay all costs of the transfer of the Real Estate, except for the cost of the preparation of the deed. These costs may include but are not limited to, title search, title insurance, title certification, survey costs, septic inspection for transfer, filing fees, notary fees, tax certification costs and all transfer taxes.
10. Seller has not entered into an agreement with a real estate broker in connection with this transaction or the Real Estate and will not be responsible for the payment of any commission to any broker, including any broker or agent hired by Seller or who can or may make claim to the transaction on behalf of Seller.

11. All risk of loss by fire, storm, wind or other acts of God after acceptance of a bid by the Township shall be the risk of the Purchaser and there shall be no obligation upon the Seller to keep the Real Estate insured, although the Purchaser shall have the benefit of any insurance that may be upon the Real Estate until settlement.

12. Seller is currently engaged in booking weddings, golf outings, meetings and other events (collectively, "Events") at the Real Estate. A list of Events currently booked at the Real Estate is available by contacting the Township Manager. The Purchaser must honor all contracts and agreements for any and all Events that are or may be booked until the date of closing, including a wedding from a "Win A Wedding" promotion. Seller shall be responsible for all costs associated with the "Win A Wedding" promotion. Seller shall retain the proceeds for all events booked prior to the transfer of possession of the Real Estate to the Purchaser, including those that are booked beyond the date of transfer of the Real Estate. The Purchaser acknowledges that it is purchasing the Real Estate subject to these conditions and will not unreasonably withhold cooperation with respect any efforts to facilitate such Events.

13. As a condition of sale, Purchaser shall be required to offer employment to all Exeter Township employees and/or other individuals, including independent contractors, currently working at the Real Estate for a period of at least six (6) months with reasonably similar wages and benefits. Purchaser shall not be required to offer a defined benefit pension plan.

14. Seller has entered into a Lease and Service Agreement with Golf Cart Services, Inc. for the lease of (70) 2024 E-Z-Go RXV EX1 Gasoline golf carts with the annual cost of \$90,522.00. The Lease and Service Agreement expires on October 31, 2028. Seller shall assign or transfer its Lease and Service Agreement with Golf Cart Services, Inc. to Purchaser, effective as of the date of the transfer of possession of the Real Estate, and, upon assignment or transfer, Purchaser shall be solely responsible for the all payments due under the terms of the Lease and Service Agreement until its termination or expiration. A copy of this Lease and Service Agreement will be provided upon request.

15. As soon as the successful bid is awarded, the Purchaser will be required to sign these Conditions of Sale and to pay 10% of the bid price toward the purchase price **in certified check or cashier's check**. The Purchaser shall be required to pay the balance of the purchase money by certified check within sixty (60) days hereafter at the offices of Exeter Township, 4975 DeMoss Road, Reading, PA 19606 or other site agreeable to Seller, at which time a Deed to the Real Estate in substantially the same form as set forth in Exhibit "C," attached shall be delivered to the Purchaser, conveying a fee simple title to the Real Estate with **SPECIAL WARRANTY**, free and clear of all liens and encumbrances, excepting as applicable existing restrictions, applicable zoning ordinances, subdivision ordinances, any rights of any adjoining property owners, and variations in the Real Estate dimensions due to variations in dimension of road adjoining the Real Estate. Time shall be of the essence.

16. For a sixty (60) day period following the transfer of the Real Estate to the Purchaser, the Township shall, at Purchaser's request, provide information and advice as to maintenance of the Real Estate at no charge for the Purchaser.

17. Purchaser has had the right to inspect the Real Estate and warrants that it has inspected the Real Estate. The Purchaser agrees to purchase the Real Estate as a result of this inspection, and not because of any reliance upon any representation made by Seller or any representation of Seller's agents. The Purchaser agrees to Purchase the Real Estate in its present, as-is condition. Seller makes no warranty whatsoever concerning the condition of said Real Estate, including, without limitation, that the Real Estate is in a condition or fit to be used for the purpose for which it is currently intended, or as may be intended in the future. **THE PURCHASER HEREBY WAIVES ANY WARRANTIES ARISING BY OPERATION OF LAW.**

18. Seller will retain possession of the Real Estate until December 12, 2024. Possession of the Real Estate shall be delivered to the Purchaser on December 13, 2024.

19. From 10 years from the recording of the deed, Purchaser, its heirs, successors and assigns shall maintain the Real Estate as a golf course and/or restaurant; provided, however, that Purchaser, its heirs, successors and assigns shall not be prohibited from constructing a hotel or motel on the premises, subject all applicable zoning and land development ordinances required by the Township of Exeter.

20. If any Purchaser fails to comply with these Conditions of Sale, he shall forfeit all monies paid on account of the purchase price and such additional sum of money as will fully compensate Seller upon a resale of the Real Estate at either public or private sale with or without notice to the Purchaser thereof; or the Seller, at Seller's option, may secure by appropriate action the specific performance of the contract. If for any reason title cannot be given by Seller to Purchaser, Purchaser shall have the option of taking such title as Seller can give, without abatement of price, or of being repaid all monies paid on account by Purchaser to Seller and there shall be no further liability on the part of the Seller.

21. In the event of revocation of a bid after the conclusion of bidding but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the agreement of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of Seller. Seller may avail itself of any legal or equitable rights it may have under the bid or agreement of sale.

**IN WITNESS WHEREOF**, the undersigned have caused these Conditions of Sale to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

John "Jack" Piho, Chairman  
Exeter Township Board of Supervisors

\_\_\_\_\_, hereby acknowledge(s) that it/he/she/they have become the Purchaser(s) of certain real estate more particularly described in Exhibit "A," attached, from Exeter Township for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars and that the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, equating to at least 10% of bid price, has been paid down by the Purchaser(s) by way of a deposit to Exeter Township, the receipt whereof is hereby acknowledged and that the foregoing Conditions of Sale shall be taken as the terms of Agreement for the Purchaser(s) respectively in all things.

WITNESS our hands and seals the day and year first above written.

Witness:

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

Purchaser

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

Purchaser

**EXHIBIT A**  
**DESCRIPTION OF REAL ESTATE**

**PREMISES A**

**ALL THAT CERTAIN** lot or piece of land together with a clubhouse, golf course and other improvements erected thereon, located on the North side of U.S. Highway Route No. 422, Pennsylvania State Highway Legislative Route No. 146, known as "Perkiomen Avenue", and on the west side of Pennsylvania State Highway Legislative Route No. 06110, known as "Shellbourne Road", as shown on Plan of survey No. TRG-F-6015 by Thomas R. Gibbons, Professional Land surveyor of Reading, Pennsylvania and situate in the Township of Exeter, County of Berks, Commonwealth of Pennsylvania being more fully bounded and described as follows, to wit:

**BEGINNING** at a point south of the center line of U.S. Highway Route No. 422, Pennsylvania state Highway Legislative Route No. 146, known as "Perkiomen Avenue" leading from Reading to Philadelphia and on the East side of the center line of Pennsylvania State Highway Legislative Route No. 06110, known as "Shellbourne Road" leading from U.S. Highway Route No. 422 to Jacksonwald, said point being the Southeasternmost corner of the herein described piece of land; thence extending in a Northwesterly direction in and along U.S. Highway Route No. 422 the following four (4) courses and distances as follows, to wit: (1) on a line bearing-North sixty-four (64) degrees fifty-eight (58) minutes forty-one (41) seconds West, a distance of four hundred thirty-seven feet and seventy-six hundredths of one foot (437.76') to a point near the center line of U.S. Highway Route No. 422; (2) Extending partially in and along U.S. Highway Route No. 422 and partially along the development of "The Fairways" recorded in Plan Book Volume 40, page 13, Berks County records on a line bearing North sixty-nine (69) degrees one (1) minute fifteen (15) seconds West, a distance of five hundred fifteen feet and twelve hundredths of one foot (515.12') to a point a corner of property belonging to United Advertising Corporation; (3) Extending partially along property belonging to United Advertising Corporation and partially in and along U.S. Highway No. 422 on a line bearing North thirty-eight (38) degrees four (4) minutes fifteen (15) seconds West a distance of two hundred seventy-seven feet and eighty-three hundredths of one foot (277.83') to a point South of the center line of U.S. Highway Route No. 422; (4) on a line bearing North thirty-eight (38) degrees forty-four (44) minutes fifty-one (51) seconds West, a distance of one thousand one hundred thirty-six feet and eighty-nine hundredths of one foot (1,136.89') to a point near the North side of U. S. Highway Route No. 422; thence extending in a Northeasterly direction leaving said highway along property belonging to John Bosacco, Francis J. Catania and Dale L. Reese, co-partners trading as Reading Country Club on a line bearing North forty-two (42) degrees thirty-eight (38) minutes nine (9) seconds East passing through a steel pin on line on the North right of way line of U.S. Highway No. 422 at a distance of fourteen feet (14') from the last described corner a total distance of three hundred thirteen feet and fiftyone hundredths of one foot (313.51') to a steel pipe; thence extending in a Northwesterly direction along property belonging to John Bosacco,



Francis J. Catania and Dale L. Reese on a line bearing North forty-eight (48) degrees fifty-five (55) minutes fifty-one (51) seconds West passing through a steel pin on line at a distance of two hundred forty-four feet and fifty-eight hundredths of one foot (244.58') from the last described corner a total distance of two hundred sixty-eight feet and forty-three hundredths of one foot (268.43') to a P. K. spike near the center line of Township Road T-434, known as "Fairlane Road", said point being in line of property belonging to George J. Kane, Jr. and Carolyn A. Kane, his wife; thence extending in a Northeasterly direction in and along "Fairlane Road" and partially along properties belonging to George J. Kane, Jr. and Carolyn A. Kane, his wife, the Township of Exeter and The Exeter Township Volunteer Ambulance Association on a line bearing North twenty-five (25) degrees eighteen (18) minutes twenty-seven (27) seconds East passing through a railroad spike on line at a distance of two hundred ninety-eight feet and thirty-four hundredths of one foot (298.34') from the last described corner, a total distance of seven hundred forty-four feet and forty-three hundredths of one foot (744.43') to a P. K. spike near the center line of "Fairlane Road"; thence extending in a Northwesterly direction partially along property belonging to the Township of Exeter and partially along the development of "Country Club Addition", recorded in Plan Book Volume 5, page 14, Berks County records, on a line bearing North- forty-five (45) degrees twenty-one (21) minutes forty (40) seconds West passing through a steel pin on line at a distance of twenty-seven feet-and fifty-one hundredths of one foot (27.51') from the last described corner a total distance of two thousand five hundred ninety-five feet and eighty-eight hundredths of one foot (2,595.88') to a steel pin a corner in common with the development of "Country Club Addition" and properties belonging to Eugene G. Venzke and Margaret M. Venzke, his wife; Joan L. Ward and Gene M. Venzke and residue property belonging to John Bosacco, Francis J. Catania and Dale L. Reese, co-partners trading as Reading Country Club; thence extending in a northeasterly direction along residue property belonging to John Bosacco, Francis J. Catania and Dale L. Reese on a line bearing North thirty-eight (38) degrees twenty-nine (29) minutes twenty-seven (27) seconds East, a distance of two hundred eighty-six feet and seventy-eight hundredths of one foot (286.78') to a marble monument in the South boundary line of the development of "Country-Club Estates", recorded in Plan Book Volume 78, page 10, Berks County records; thence extending in a Southeasterly direction along the South boundary line of the development of "Country Club Estates" the following three (3) courses and distances as follows, to wit: (1) on a line bearing South forty-seven (47) degrees eighteen (18) minutes. nine (9) seconds East, a distance of seven hundred fourteen feet and seventy-seven hundredths of one foot (714.77') to a marble monument; (2) on a line bearing South forty (40) degrees forty-one (41) minutes East, a distance of four hundred forty-seven feet and seventy-three hundredths of one foot (447.73') to a marble monument; (3) on a line bearing South sixty-seven (67) degrees forty-nine (49) minutes thirty-six (36) seconds East, a distance of one thousand one hundred thirty-one feet and thirty-one hundredths of one foot (1,131.31') to a concrete monument in line of Lot No.. 91 on said plan of "Country Club Estates"; thence extending along Lot No. 91 the following two (2) courses and distances as follows, to wit: (1) in a Southwesterly direction on a line bearing South twenty-four (24) degrees forty-nine (49) minutes ten (10) seconds West, a distance of forty-five feet and ten hundredths of one foot (45.10') to a steel pin, a corner of Lot No. 92; (2) in a Southeasterly direction along Lot. No. 92 within a thirty foot (30') wide utility easement on a line bearing South sixty-five (65) degrees ten

(10) minutes fifty (50) seconds East, a distance of one hundred twenty-five feet and twenty-three hundredths of one foot (125.23') to a steel pin on the West right of way line of "Fairlane Road" (forty-six and one-half (46.5) feet wide), said point being on a curve in the West right of way line of "Fairlane Road"; thence extending in a Southeasterly direction-crossing the bed of "Fairlane Road" on a line radial to the curve in "Fairlane Road" on a line bearing South sixty-three (63) degrees fifty-eight (58) minutes twenty-two (22) seconds East, a distance of forty-six feet and fifty hundredths of one foot (46.50') to a P. K. spike on the East right of way line of "Fairlane Road"; thence extending in a Northeasterly direction along said curve in "Fair lane Road" and along the East right of way line on a line having a radius of nine hundred eighty-three feet and fifty hundredths of one foot (983.50') having a central angle of eleven (11) degrees thirty-nine (39) minutes five (5) seconds having a tangent of one hundred feet and thirty-five hundredths of one foot (100.35') having a chord of one hundred ninety-nine feet and sixty-six hundredths of one foot (199.66') and a chord bearing of North thirty-one (31) degrees fifty-one (51) minutes ten seconds and five tenths of one second (10.5'') East, a distance along the arc of two hundred feet (200') to a P. K. spike, a corner of residue property of John Bosacco, Francis J. Catania and Dale L. Reese, co-partners trading as Reading Country Club; thence extending along residue property belonging to John Bosacco, Francis J. Catania and Dale L. Reese, co-partners trading as Reading Country Club, the following four (4) courses and distances as follows, to wit: (1) in a Southeasterly direction on a line bearing South sixty-four (64) degrees eighteen (18) minutes thirty-eight (38) seconds East, a distance of two hundred feet (200') to a steel pin; (2) in a southwesterly direction on a line bearing South thirty-one (31) degrees fifty (50) minutes thirty-two (32) seconds West, a distance of two hundred feet (200') to a steel pin; (3) in a Southeasterly direction on a line bearing South sixty-four (64) degrees twelve (12) minutes forty (40) seconds East passing through steel pins on line at distances of two hundred thirty-five feet and sixty-eight hundredths of one foot (235.68'); four hundred six feet and sixty-two hundredths of one foot (406.62') and eight hundred seventy-two feet and seventy hundredths of one foot (872.70') from the last described corner, a total distance of one thousand two hundred fifty-nine feet and seventy-six hundredths of one foot (1,259.76') to a steel pin; (4) in a Southeasterly direction on a line bearing South fifty-eight (58) degrees five (5) minutes twelve (12) seconds East passing through a steel pin on line at a distance-of six hundred twenty-six feet and fifty-eight hundredths of one foot (626.58') from the last described corner, a total distance of six hundred thirty-eight feet and thirty-one hundredths of one foot (638.31') to a P. K. spike near the center line of Pennsylvania State Highway Legislative Route No. 06110, known as "Shellbourne Road"; thence extending in a southwesterly direction in and along "Shellbourne Road" the following six (6) courses and distances as follows, to wit: (1) along the development of "Golfshire Terrace" Section No. 2 recorded in Plan Book Volume 2, page 58, Berks County records on a line bearing South three (3) degrees twenty-eight (28) minutes six (6) seconds west, a distance of three hundred thirty-one feet and forty-two hundredths of one foot (331.42') to a P. K. spike East of the center line of "Shellbourne Road"; (2) partially along "Golfshire Terrace", Section No. 2 and partially along "Golfshire Terrace", Section No. 1 recorded in Plan Book Volume 3-A, page 7, Berks County records, on a line bearing South twenty-two (22) degrees nineteen (19) minutes six (6) seconds West, a distance of four hundred eleven feet and twenty-five hundredths of one foot (411.25') to a P. K. spike near the center line of "Shellbourne Road"; (3) along "Golfshire

Terrace", Section No. 1 on a line bearing South twelve (12) degrees twenty-six (26) minutes six (6) seconds West, a distance of four hundred forty-two feet (442.00') to a P. K. spike West of the center line of "Shellbourne Road" near the intersection of Pennsylvania State Highway Legislative Route No. 06111, known as "Rugby Road"; (4) crossing "Rugby Road" on a line bearing South zero (0) degrees fifteen (15) minutes six (6) seconds West a distance of one hundred five feet and fifty hundredths of one foot (105.50') to a P. K. spike East of the centerline of "Shellbourne Road"; (5) along the development of "Golfshire Hills", recorded in Plan Book Volume 8, page 28, Berks County records, on a line bearing South twenty-seven (27) degrees seventeen (17) minutes six (6) seconds West, a distance of six hundred nineteen feet and sixty-five hundredths of one foot (619.65') to a P. K. spike near the center line of "Shellbourne Road"; (6) along the development of "Golfshire Hills" on a line bearing South twenty-three (23) degrees sixteen (16) minutes six (6) seconds West passing through a P. K. spike on line on the North right of way line of U.S. Highway Route No. 422 at a distance of four hundred fifty-nine feet and fifty-nine hundredths of one foot (459.59') from the last described corner, a total distance of five hundred eight feet (508.00') to the place of beginning.

**CONTAINING** in area one hundred forty-two acres and six hundred ninety-one thousandths of one acre (142.691 A.) of land.

**BEING PART OF THE SAME PREMISES** which Reading Country Club Corporation, a non-profit corporation, by deed dated August 26, 1969 and recorded in Deed Book Volume 1554, page 1047, Berks County records, granted and conveyed unto John Bosacco, Francis J. Catania and Dale L. Reese, co-partners trading as Reading Associates, and not as joint tenants.

**AND BEING ALSO PART OF THE SAME PREMISES** which Reading Country Club Corporation, by deed of correction dated August 31, 1970 and recorded in Deed Book Volume 1573, page 305, Berks County records, granted and conveyed unto John Bosacco, Francis J. Catania and Dale L. Reese, co-partners, trading as Reading Country Club.

**BEING ALSO THE SAME PREMISES** which Brook Botvin and Alice Botvin, husband and wife, by deed dated December 30, 1975 and recorded in Deed Book Volume 1683, page 873, Berks County records, granted and conveyed unto John Bosacco, Dale L. Reese, Francis J. Catania, co-partners trading as Reading Country Club.

**AND ALSO BEING THE SAME PREMISES** depicted as 5311 Perkiomen Avenue, PIN 533505090018, RBV. 4669 PG. 1524 on the Plan Titled Exeter Township Property, Annexation and Consolidation Plan No. 3013-431-E-001, prepared by Great Valley Consultants on June 6, 2024 and recorded in Plan Book Volume \_\_\_\_\_, Page \_\_\_\_\_, Berks County Records, situate in Exeter Township, Berks County, Pennsylvania.

### **PREMISES B**

**ALL THAT CERTAIN** lot or parcel of ground situate in Exeter Township, Berks County, Pennsylvania, in the Development of "Country Club Run," formerly Antietam Creek Valley, bounded and described according to a Final Plan recorded in Plan Book 233, Page 54, Berks County Records, being part of RBV 4669 pg. 1524, as follows:

**BEGINNING** at a point on the southwest side of Dunham Drive (60 feet wide) a corner in common with Lot 33 on the abovementioned Plan; thence southeasterly along the southwest side of Dunham Drive the following two courses and distances: (1) along the arc of a circle curving to the left having a radius of 1000.00 feet an arc distance of 9.00 feet to a point, and (2) South 64° 16' 20" East a distance of 61.00 feet to a point a corner in common with Lot 31 on the above-mentioned Plan; thence along Lot 31 the following two courses and distances: (1) South 25° 43' 40" West a distance of 175.00 feet to a point, and (2) South 18° 20' 02" East a distance of 63.60 feet to a point on line of the development of "Country Club Estates" (P.B.V. 78, Page 10); thence southwesterly, southerly, and southeasterly along the same crossing a 25 feet wide Glen Alsace Water Company right-of-way along the arc of a circle curving to the left having a radius of 310.00 feet an arc distance of 626.94 feet to a point a corner in common with lands now or late of Guiseppe Filippini, et al; thence along the same South 38° 29' 27" West a distance of 286.78 feet to a point a corner in common with lands now or late of Eugene G. Venzke, et al; thence along the same North 44° 28' 59" West a distance of 661.95 feet to a point on line of lands now or late of Hillcrest Racquet Club Association; thence along the same and along lands now or late of the Glen Alsace Water Company and lands now or late of Joseph H. Herbein and Catharine L. Herbein, his wife, recrossing said 25 feet wide Glen Alsace Water Company right-of-way, North 44° 33' 45" East a distance of 711.70 feet to a point a corner in common with Lot 35 on the above-mentioned Plan; thence along Lot 35 and along Lot 34 and Lot 33 on the above-mentioned Plan South 63° 26' 37 11 East, a distance of 204.44 feet to a point a corner; thence still along Lot 33 North 26° 13' 42" East a distance of 113.00 feet to a point on the southwest side of Dunham Drive, the place of beginning.

**BEING** LOT 32 on the above-mentioned Plan.

**BEING A PART OF THE SAME PREMISES WHICH** Dale L. Reese, by Deed dated October 15, 1998 and recorded November 23, 1998, Berks County Records, Record Book 3006, Page 1230, granted and conveyed unto FORINO DEVELOPERS CO.

## EXHIBIT "B" Equipment List

2019 JD2500E  
2006 Jacobsen Green King VI  
Tru Turf Roller  
2019 JD2500E  
2002 Jacobsen IV  
2020 JD7500A  
2000 Jacobsen LF 3400  
1999 Jacobsen LF 3400  
2010 Progressive Pull Behind  
2020 JD out front mower  
2002 Jacobsen out front mower  
Fairway Sprayer  
2001 Turbine Blower  
2006 Turbine Blower  
Jacobsen FWY mower (Parts)  
Jacobsen AR5  
Jacobsen Tri King  
1998 Tractor  
2006 Tractor  
(5) 2011 Utility Carts  
(2) push mowers  
(3) weed wackers  
(2) Backpack blowers  
(2) chain saws  
Snow Blower  
(5) Jacobsen walking greens mowers  
Jacobsen Truckster W/Top dresser  
Widespin Topdresser  
Brush Hog  
Rototiller  
Smith Co Trap Rake  
Toro Trap Rake  
Jacobsen Aerfier  
Ryan Aerfier (Parts)  
Harvester (Parts)  
(2) Folly Grinders, Bed knife & Reel  
Leaf sweeper (Parts)  
Cushman Truckster (Parts)  
Slit Seeder  
Soil Reliver

York Rake

(10) golf carts

(70) leased 2024 E-Z-Go RXV EX1 Gasoline golf carts

**EXHIBIT "C" DRAFT DEED**

Prepared by: J. Chadwick Schnee, Esquire  
Schnee Legal Services  
74 E Main Street  
#648  
Lititz, PA 17543

Return to: J. Chadwick Schnee, Esquire  
Schnee Legal Services  
74 E Main Street  
#648  
Lititz, PA 17543

Parcel ID No. 43-5335-05-09-0018X01  
Being known and numbered as 5311 Perkiomen Avenue, Reading, PA 19606

And

Parcel ID No. 43-5326-19-62-9165  
Being known as Dunham Drive, Reading, PA 19606.

**This Deed**

Made the \_\_\_\_\_ Day of \_\_\_\_\_, in the year Two Thousand Twenty-Four (2024),

**By and Between**

Exeter Township, a Second Class Township, Grantor,  
and

\_\_\_\_\_, Grantee(s),

**Witnesseth**, that the Grantor, for and in consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States of America, paid by the said Grantee(s) to the said Grantor, at or before the signing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presence do grant, bargain and sell, and convey unto the said Grantee and Grantee's heirs, successors and assigns the premises described on Exhibit "A" attached hereto and incorporated herein by reference,

**TOGETHER** with all buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all of every part and parcel thereof, including any interests specifically set forth in Exhibit "A", if any. And also, all

the estate, right, title, interest, real property and personal property set forth in Exhibit "B," possession, claim and demand whatsoever both in law and equity, of the Grantor of, in, and to the same.

**TO HAVE AND TO HOLD** the said premises, and the appurtenances, hereby granted to the Grantee(s) and Grantee(s)' heirs, successors, and assigns, to and for the only property use, benefit and behoof of the said Grantee(s) and Grantee(s)' heirs, successors and assigns forever, under and subject to the conditions set forth on Exhibit "A", if any.

**SUBJECT TO THE FOLLOWING** deed restriction for a period of 10 years from the recording of this deed, to wit: Grantee(s), its heirs, successors and assigns shall maintain the premises described on Exhibit "A" as a golf course and/or restaurant; provided, however, that Grantees(s), its heirs, successors and assigns shall not be prohibited by this deed from constructing a hotel or motel on the premises, subject all applicable zoning and land development ordinances required by the Township of Exeter.

**AND THE SAID GRANTOR**, hereby covenants and agrees that Grantor will warrant **SPECIALLY** the property hereby conveyed.

*In Witness Whereof*, the said Grantor has hereunto set Grantor's hand and seal, the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
(Witness)

I hereby certify that the address of the within Grantee(s) is:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Agent for Grantee(s)



COMMONWEALTH OF PENNSYLVANIA :  
 : ss.  
COUNTY OF BERKS :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed same for the purposes therein contained.

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

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NOTARY PUBLIC

**EXHIBIT A**  
**DESCRIPTION OF REAL ESTATE**

**PREMISES A**

**ALL THAT CERTAIN** lot or piece of land together with a clubhouse, golf course and other improvements erected thereon, located on the North side of U.S. Highway Route No. 422, Pennsylvania State Highway Legislative Route No. 146, known as "Perkiomen Avenue", and on the west side of Pennsylvania State Highway Legislative Route No. 06110, known as "Shellbourne Road", as shown on Plan of survey No. TRG-F-6015 by Thomas R. Gibbons, Professional Land surveyor of Reading, Pennsylvania and situate in the Township of Exeter, County of Berks, Commonwealth of Pennsylvania being more fully bounded and described as follows, to wit:

**BEGINNING** at a point south of the center line of U.S. Highway Route No. 422, Pennsylvania state Highway Legislative Route No. 146, known as "Perkiomen Avenue" leading from Reading to Philadelphia and on the East side of the center line of Pennsylvania State Highway Legislative Route No. 06110, known as "Shellbourne Road" leading from U.S. Highway Route No. 422 to Jacksonwald, said point being the Southeasternmost corner of the herein described piece of land; thence extending in a Northwesterly direction in and along U.S. Highway Route No. 422 the following four (4) courses and distances as follows, to wit: (1) on a line bearing-North sixty-four (64) degrees fifty-eight (58) minutes forty-one (41) seconds West, a distance of four hundred thirty-seven feet and seventy-six hundredths of one foot (437.76') to a point near the center line of U.S. Highway Route No. 422; (2) Extending partially in and along U.S. Highway Route No. 422 and partially along the development of "The Fairways" recorded in Plan Book Volume 40, page 13, Berks County records on a line bearing North sixty-nine (69) degrees one (1) minute fifteen (15) seconds West, a distance of five hundred fifteen feet and twelve hundredths of one foot (515.12') to a point a corner of property belonging to United Advertising Corporation; (3) Extending partially along property belonging to United Advertising Corporation and partially in and along U.S. Highway No. 422 on a line bearing North thirty-eight (38) degrees four (4) minutes fifteen (15) seconds West a distance of two hundred seventy-seven feet and eighty-three hundredths of one foot (277.83') to a point South of the center line of U.S. Highway Route No. 422; (4) on a line bearing North thirty-eight (38) degrees forty-four (44) minutes fifty-one (51) seconds West, a distance of one thousand one hundred thirty-six feet and eighty-nine hundredths of one foot (1,136.89') to a point near the North side of U. S. Highway Route No. 422; thence extending in a Northeasterly direction leaving said highway along property belonging to John Bosacco, Francis J. Catania and Dale L. Reese, co-partners trading as Reading Country Club on a line bearing North forty-two (42) degrees thirty-eight (38) minutes nine (9) seconds East passing through a steel pin on line on the North right of way line of U.S. Highway No. 422 at a distance of fourteen feet (14') from the last described corner a total distance of three hundred thirteen feet and fiftyone hundredths of one foot (313.51') to a steel pipe; thence extending in a Northwesterly direction along property belonging to John Bosacco,

Francis J. Catania and Dale L. Reese on a line bearing North forty-eight (48) degrees fifty-five (55) minutes fifty-one (51) seconds West passing through a steel pin on line at a distance of two hundred forty-four feet and fifty-eight hundredths of one foot (244.58') from the last described corner a total distance of two hundred sixty-eight feet and forty-three hundredths of one foot (268.43') to a P. K. spike near the center line of Township Road T-434, known as "Fairlane Road", said point being in line of property belonging to George J. Kane, Jr. and Carolyn A. Kane, his wife; thence extending in a Northeasterly direction in and along "Fairlane Road" and partially along properties belonging to George J. Kane, Jr. and Carolyn A. Kane, his wife, the Township of Exeter and The Exeter Township Volunteer Ambulance Association on a line bearing North twenty-five (25) degrees eighteen (18) minutes twenty-seven (27) seconds East passing through a railroad spike on line at a distance of two hundred ninety-eight feet and thirty-four hundredths of one foot (298.34') from the last described corner, a total distance of seven hundred forty-four feet and forty-three hundredths of one foot (744.43') to a P. K. spike near the center line of "Fairlane Road"; thence extending in a Northwesterly direction partially along property belonging to the Township of Exeter and partially along the development of "Country Club Addition", recorded in Plan Book Volume 5, page 14, Berks County records, on a line bearing North- forty-five (45) degrees twenty-one (21) minutes forty (40) seconds West passing through a steel pin on line at a distance of twenty-seven feet-and fifty-one hundredths of one foot (27.51') from the last described corner a total distance of two thousand five hundred ninety-five feet and eighty-eight hundredths of one foot (2,595.88') to a steel pin a corner in common with the development of "Country Club Addition" and properties belonging to Eugene G. Venzke and Margaret M. Venzke, his wife; Joan L. Ward and Gene M. Venzke and residue property belonging to John Bosacco, Francis J. Catania and Dale L. Reese, co-partners trading as Reading Country Club; thence extending in a northeasterly direction along residue property belonging to John Bosacco, Francis J. Catania and Dale L. Reese on a line bearing North thirty-eight (38) degrees twenty-nine (29) minutes twenty-seven (27) seconds East, a distance of two hundred eighty-six feet and seventy-eight hundredths of one foot (286.78') to a marble monument in the South boundary line of the development of "Country-Club Estates", recorded in Plan Book Volume 78, page 10, Berks County records; thence extending in a Southeasterly direction along the South boundary line of the development of "Country Club Estates" the following three (3) courses and distances as follows, to wit: (1) on a line bearing South forty-seven (47) degrees eighteen (18) minutes. nine (9) seconds East, a distance of seven hundred fourteen feet and seventy-seven hundredths of one foot (714.77') to a marble monument; (2) on a line bearing South forty (40) degrees forty-one (41) minutes East, a distance of four hundred forty-seven feet and seventy-three hundredths of one foot (447.73') to a marble monument; (3) on a line bearing South sixty-seven (67) degrees forty-nine (49) minutes thirty-six (36) seconds East, a distance of one thousand one hundred thirty-one feet and thirty-one hundredths of one foot (1,131.31') to a concrete monument in line of Lot No.. 91 on said plan of "Country Club Estates"; thence extending along Lot No. 91 the following two (2) courses and distances as follows, to wit: (1) in a Southwesterly direction on a line bearing South twenty-four (24) degrees forty-nine (49) minutes ten (10) seconds West, a distance of forty-five feet and ten hundredths of one foot (45.10') to a steel pin, a corner of Lot No. 92; (2) in a Southeasterly direction along Lot. No. 92 within a thirty foot (30') wide utility easement on a line bearing South sixty-five (65) degrees ten

(10) minutes fifty (50) seconds East, a distance of one hundred twenty-five feet and twenty-three hundredths of one foot (125.23') to a steel pin on the West right of way line of "Fairlane Road" (forty-six and one-half (46.5) feet wide), said point being on a curve in the West right of way line of "Fairlane Road"; thence extending in a Southeasterly direction-crossing the bed of "Fairlane Road" on a line radial to the curve in "Fairlane Road" on a line bearing South sixty-three (63) degrees fifty-eight (58) minutes twenty-two (22) seconds East, a distance of forty-six feet and fifty hundredths of one foot (46.50') to a P. K. spike on the East right of way line of "Fairlane Road"; thence extending in a Northeasterly direction along said curve in "Fair lane Road" and along the East right of way line on a line having a radius of nine hundred eighty-three feet and fifty hundredths of one foot (983.50') having a central angle of eleven (11) degrees thirty-nine (39) minutes five (5) seconds having a tangent of one hundred feet and thirty-five hundredths of one foot (100.35') having a chord of one hundred ninety-nine feet and sixty-six hundredths of one foot (199.66') and a chord bearing of North thirty-one (31) degrees fifty-one (51) minutes ten seconds and five tenths of one second (10.5'') East, a distance along the arc of two hundred feet (200') to a P. K. spike, a corner of residue property of John Bosacco, Francis J. Catania and Dale L. Reese, co-partners trading as Reading Country Club; thence extending along residue property belonging to John Bosacco, Francis J. Catania and Dale L. Reese, co-partners trading as Reading Country Club, the following four (4) courses and distances as follows, to wit: (1) in a Southeasterly direction on a line bearing South sixty-four (64) degrees eighteen (18) minutes thirty-eight (38) seconds East, a distance of two hundred feet (200') to a steel pin; (2) in a southwesterly direction on a line bearing South thirty-one (31) degrees fifty (50) minutes thirty-two (32) seconds West, a distance of two hundred feet (200') to a steel pin; (3) in a Southeasterly direction on a line bearing South sixty-four (64) degrees twelve (12) minutes forty (40) seconds East passing through steel pins on line at distances of two hundred thirty-five feet and sixty-eight hundredths of one foot (235.68'); four hundred six feet and sixty-two hundredths of one foot (406.62') and eight hundred seventy-two feet and seventy hundredths of one foot (872.70') from the last described corner, a total distance of one thousand two hundred fifty-nine feet and seventy-six hundredths of one foot (1,259.76') to a steel pin; (4) in a Southeasterly direction on a line bearing South fifty-eight (58) degrees five (5) minutes twelve (12) seconds East passing through a steel pin on line at a distance-of six hundred twenty-six feet and fifty-eight hundredths of one foot (626.58') from the last described corner, a total distance of six hundred thirty-eight feet and thirty-one hundredths of one foot (638.31') to a P. K. spike near the center line of Pennsylvania State Highway Legislative Route No. 06110, known as "Shellbourne Road"; thence extending in a southwesterly direction in and along "Shellbourne Road" the following six (6) courses and distances as follows, to wit: (1) along the development of "Golfshire Terrace" Section No. 2 recorded in Plan Book Volume 2, page 58, Berks County records on a line bearing South three (3) degrees twenty-eight (28) minutes six (6) seconds west, a distance of three hundred thirty-one feet and forty-two hundredths of one foot (331.42') to a P. K. spike East of the center line of "Shellbourne Road"; (2) partially along "Golfshire Terrace", Section No. 2 and partially along "Golfshire Terrace", Section No. 1 recorded in Plan Book Volume 3-A, page 7, Berks County records, on a line bearing South twenty-two (22) degrees nineteen (19) minutes six (6) seconds West, a distance of four hundred eleven feet and twenty-five hundredths of one foot (411.25') to a P. K. spike near the center line of "Shellbourne Road"; (3) along "Golfshire

Terrace", Section No. 1 on a line bearing South twelve (12) degrees twenty-six (26) minutes six (6) seconds West, a distance of four hundred forty-two feet (442.00') to a P. K. spike West of the center line of "Shellbourne Road" near the intersection of Pennsylvania State Highway Legislative Route No. 06111, known as "Rugby Road"; (4) crossing "Rugby Road" on a line bearing South zero (0) degrees fifteen (15) minutes six (6) seconds West a distance of one hundred five feet and fifty hundredths of one foot (105.50') to a P. K. spike East of the centerline of "Shellbourne Road"; (5) along the development of "Golfshire Hills", recorded in Plan Book Volume 8, page 28, Berks County records, on a line bearing South twenty-seven (27) degrees seventeen (17) minutes six (6) seconds West, a distance of six hundred nineteen feet and sixty-five hundredths of one foot (619.65') to a P. K. spike near the center line of "Shellbourne Road"; (6) along the development of "Golfshire Hills" on a line bearing South twenty-three (23) degrees sixteen (16) minutes six (6) seconds West passing through a P. K. spike on line on the North right of way line of U.S. Highway Route No. 422 at a distance of four hundred fifty-nine feet and fifty-nine hundredths of one foot (459.59') from the last described corner, a total distance of five hundred eight feet (508.00') to the place of beginning.

**CONTAINING** in area one hundred forty-two acres and six hundred ninety-one thousandths of one acre (142.691 A.) of land.

**BEING PART OF THE SAME PREMISES** which Reading Country Club Corporation, a non-profit corporation, by deed dated August 26, 1969 and recorded in Deed Book Volume 1554, page 1047, Berks County records, granted and conveyed unto John Bosacco, Francis J. Catania and Dale L. Reese, co-partners trading as Reading Associates, and not as joint tenants.

**AND BEING ALSO PART OF THE SAME PREMISES** which Reading Country Club Corporation, by deed of correction dated August 31, 1970 and recorded in Deed Book Volume 1573, page 305, Berks County records, granted and conveyed unto John Bosacco, Francis J. Catania and Dale L. Reese, co-partners, trading as Reading Country Club.

**BEING ALSO THE SAME PREMISES** which Brook Botvin and Alice Botvin, husband and wife, by deed dated December 30, 1975 and recorded in Deed Book Volume 1683, page 873, Berks County records, granted and conveyed unto John Bosacco, Dale L. Reese, Francis J. Catania, co-partners trading as Reading Country Club.

**AND ALSO BEING THE SAME PREMISES** depicted as 5311 Perkiomen Avenue, PIN 533505090018, RBV. 4669 PG. 1524 on the Plan Titled Exeter Township Property, Annexation and Consolidation Plan No. 3013-431-E-001, prepared by Great Valley Consultants on June 6, 2024 and recorded in Plan Book Volume \_\_\_\_\_, Page \_\_\_\_\_, Berks County Records, situate in Exeter Township, Berks County, Pennsylvania.

### **PREMISES B**

**ALL THAT CERTAIN** lot or parcel of ground situate in Exeter Township, Berks County, Pennsylvania, in the Development of "Country Club Run," formerly Antietam Creek Valley, bounded and described according to a Final Plan recorded in Plan Book 233, Page 54, Berks County Records, being part of RBV 4669 pg. 1524, as follows:

**BEGINNING** at a point on the southwest side of Dunham Drive (60 feet wide) a corner in common with Lot 33 on the abovementioned Plan; thence southeasterly along the southwest side of Dunham Drive the following two courses and distances: (1) along the arc of a circle curving to the left having a radius of 1000.00 feet an arc distance of 9.00 feet to a point, and (2) South 64° 16' 20" East a distance of 61.00 feet to a point a corner in common with Lot 31 on the above-mentioned Plan; thence along Lot 31 the following two courses and distances: (1) South 25° 43' 40" West a distance of 175.00 feet to a point, and (2) South 18° 20' 02" East a distance of 63.60 feet to a point on line of the development of "Country Club Estates" (P.B.V. 78, Page 10); thence southwesterly, southerly, and southeasterly along the same crossing a 25 feet wide Glen Alsace Water Company right-of-way along the arc of a circle curving to the left having a radius of 310.00 feet an arc distance of 626.94 feet to a point a corner in common with lands now or late of Guiseppe Filippini, et al; thence along the same South 38° 29' 27" West a distance of 286.78 feet to a point a corner in common with lands now or late of Eugene G. Venzke, et al; thence along the same North 44° 28' 59" West a distance of 661.95 feet to a point on line of lands now or late of Hillcrest Racquet Club Association; thence along the same and along lands now or late of the Glen Alsace Water Company and lands now or late of Joseph H. Herbein and Catharine L. Herbein, his wife, recrossing said 25 feet wide Glen Alsace Water Company right-of-way, North 44° 33' 45" East a distance of 711.70 feet to a point a corner in common with Lot 35 on the above-mentioned Plan; thence along Lot 35 and along Lot 34 and Lot 33 on the above-mentioned Plan South 63° 26' 37 11 East, a distance of 204.44 feet to a point a corner; thence still along Lot 33 North 26° 13' 42" East a distance of 113.00 feet to a point on the southwest side of Dunham Drive, the place of beginning.

**BEING** LOT 32 on the above-mentioned Plan.

**BEING A PART OF THE SAME PREMISES WHICH** Dale L. Reese, by Deed dated October 15, 1998 and recorded November 23, 1998, Berks County Records, Record Book 3006, Page 1230, granted and conveyed unto FORINO DEVELOPERS CO.