

Prepared By: Patrick M. Armstrong, Esquire
Grim, Biehn & Thatcher
104 S. Sixth Street, P.O. Box 215
Perkasie, PA 18944

Return To: Patrick M. Armstrong, Esquire
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104 S. Sixth Street, P.O. Box 215
Perkasie, PA 18944

Monroe County TMP Nos. 19/2/1/1 and 12/13/1/1 and PIN Nos. 19635400099554 and 12635500705015

**UNILATERAL DECLARATION OF COVENANTS,
EASEMENTS, CONDITIONS AND RESTRICTIONS**

THIS UNILATERAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS, is made and executed this 20th day of September, A.D., 2013, by *POCONO MANOR INVESTORS, LP*, having a mailing address of P.O. Box 38, Pocono Manor, PA 18349 (hereinafter referred to as "*Declarant*").

BACKGROUND

1. Declarant is the lawful owner of a parcel of ground located at the intersection of Interstate 380 and S.R. 940, Tobyhanna Township, Monroe County, Pennsylvania, more particularly known as Monroe County Tax Map Parcel No. 19/2/1/1, with a PIN No. of 19635400099554, comprising of approximately 386.5 acres ("*Property*").

2. Declarant has presented a proposed subdivision plan to Tobyhanna Township, which plan is hereby incorporated by reference herein, said plan being prepared by Louis J. Weber & Associates, Inc., and dated December 12, 2012, last revised September 4, 2013, consisting of four (4) sheets, showing the subdivision of the Property into Lots 3, 3A, 3B, and 3C ("*Plan*"). A copy of the Plan is attached hereto and marked as Exhibit "*A*". The proposed resulting subdivided lots on the Property as shown on the Plan shall be referred to herein as "Lots 3, 3A, 3B and 3C."

3. Pursuant to an April 19, 2013 correspondence from Tobyhanna Township's Solicitor, Declarant received final conditional approval of the Plan and the Township has required Declarant to agree to, execute and record the instant Declaration of Covenants, Easements, Conditions and Restrictions as a condition thereof.

4. Declarant desires to defer the completion of the required improvements for Lots 3, 3A, 3B, and 3C until the time of land development and/or building permit application, whichever first occurs, for any of the lots created by the Plan.

5. Declarant desires that this Declaration be binding upon all future owners, Grantees, heirs, successors and assigns of the Property and the lots created by the above-referenced Plan (Lots 3, 3A, 3B, and 3C).

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(Deferred Improvements)

6. Declarant hereby imposes upon the Property and all the lots created by the above-described subdivision Plan (consisting of Lots 3, 3A, 3B, and 3C) a restriction prohibiting the issuance of any certificates of occupancy, land development approvals, and/or building permits for any improvements on the Property and/or Lots 3, 3A, 3B, and/or 3C shown on the Plan until such time as financial security is provided to Tobyhanna Township in amounts sufficient to complete all improvements, including, but not limited to, stormwater management facilities, erosion and sedimentation controls, access road/driveway improvements (including but not limited to the proposed Kalahari Boulevard identified on the Plan), access road/driveway construction, landscaping, and all other required improvements as shown on the approved record Plan.

7. No clearing, cutting of vegetation, or earthmoving activities shall be permitted until such time as the financial security as set forth in Paragraph Six (6) above has been established for the proposed improvements on each respective created lot and the Property and provided to the Township.

8. The financial security described in Paragraph 6 above shall be provided to Tobyhanna Township in amounts approved and acceptable to the Township based on the Township requirements for such improvements at the time of posting said financial security. The requisite financial security must be guaranteed with Tobyhanna Township prior to the release of any building and/or land development approvals and/or other permits for the Property and/or the lots created by the Plan (Lots 3, 3A, 3B, and 3C), and shall be in an amount to be determined by and within the sole discretion of the Township, to ensure the completion of all improvements referenced in Paragraph 6 above and as shown on the plan, including but not limited to the cost of construction of the access road/driveway shown on the Plan.

9. At the time of the application for a building permit and/or land development and/or future subdivision approval, whichever first occurs, Declarant, its heirs, successors and assigns shall enter into a development agreement in a manner and form acceptable to the Township to ensure the above-referenced improvements are financially secured and completed.

10. Declarant, its heirs, successors and assigns shall secure the requisite approvals, agreements and permits related to sewer and water service, whether on-lot, private or public, prior to the issuance of any building permit, land development approval and/or certificate of occupancy for the Property and/or Lots 3, 3A, 3B and/or 3C shown on the Plan, unless otherwise approved by the Township.

11. Tobyhanna Township shall have sole discretion over the determination of the minimum financial security which must be guaranteed with the Township prior to the release of

any building and/or land development approvals, certificate of occupancy or permits for the Property and/or Lots 3, 3A, 3B, and/or 3C shown on the Plan.

ACCESS AND ENFORCEMENT EASEMENT

12. Declarant hereby creates and imposes an Access and Enforcement Easement upon the Property and Lots 3, 3A, 3B, and 3C identified on the Plan for the benefit of Tobyhanna Township to enter upon the Property at reasonable times to monitor Declarant's compliance with and to otherwise enforce the terms of this Declaration; provided that such entry shall be upon prior reasonable notice to Declarant, and Tobyhanna Township shall not unreasonably interfere with Declarant's use and quiet enjoyment of the Property. Access shall be in the most direct manner that is feasible and, where possible, over paved areas of the Property.

13. Tobyhanna Township shall have the full, free, unlimited, and unrestricted right, liberty, and privilege to enter upon and inspect any of the easement areas described herein from time to time to ensure their continued operation, function, maintenance, and repair by Declarant.

14. In the event that Tobyhanna Township determines any Easement or easement area described herein is not operating or functioning properly and/or is not being properly maintained and repaired in accordance with the Plan and/or this Declaration, Tobyhanna Township shall provide written notice to Declarant of the defect. Within fifteen (15) calendar days of this notice, Declarant shall begin any and all maintenance, repair, and restoration work necessary to restore said Easement and/or easement area to its original condition, function, operation, and/or capacity. All such work shall be done in accordance with the Plan and this Declaration. If Declarant fails to maintain, repair, and/or restore said Easement and/or easement area as required by this Declaration, Tobyhanna Township shall have the right, but not an obligation, to enter onto the Property to perform any necessary maintenance, repair, or restoration.

15. This Access and Enforcement Easement also allows Tobyhanna Township to prevent any activity upon or use of the Property that is inconsistent with the requirements or purposes of this Declaration, the Easements set forth herein, the Plan or any Tobyhanna Township Ordinance. If Declarant violates any of the Covenants, Restrictions, Conditions or Easements described in this Declaration in any way, Tobyhanna Township shall have the right to require compliance along with the restoration of the easement areas or features of the Property that may have been damaged by such violation.

16. In addition to the above-listed remedies, Tobyhanna Township may, upon discovery of a breach or violation of this Declaration and/or the Plan by Declarant, cease to issue any permits for the Property, any portion thereof, or any improvement of the Property or portion thereof, and revoke any issued permits related in any way to the breach or violation.

17. All costs incurred by Tobyhanna Township in any enforcement action or in the maintenance, repair, or restoration of an Easement or easement area shall constitute a municipal lien on the Property, in the event such costs are not paid within thirty (30) days of demand. Tobyhanna Township may record such costs as a municipal lien against the Property and shall

have a lien on this Property, including Lots 3, 3A, 3B, and 3C as shown on the Plan, until the sums expended by Tobyhanna Township have been paid by Declarant.

18. These enforcement rights coexist with and are in addition to any rights Tobyhanna Township has under law or equity to enforce the terms of this Declaration of Covenants, Easements, Conditions, and Restrictions.

ACCESS ROAD EASEMENT

19. Declarant hereby creates and imposes an Access and Right of Way Easement upon and across the Property as shown on the Plan and identified as Kalahari Boulevard and more fully described by the legal description attached hereto and incorporated herein as *Exhibit "B"*. This Easement is created for the benefit of and hereby granted to Tobyhanna Township and shall be enforceable by the Township. Such an Access Road and Right of Way Easement shall also permit the ingress and egress for pedestrian and vehicular traffic for the benefit of the present and future owners of Lots 3, 3A, 3B, and 3C, their heirs, successors and assigns, as well as the Township.

20. Maintenance of the Access Road and Right of Way identified as Kalahari Boulevard shall be the responsibility of Declarant, its heirs, successors and assigns unless and until otherwise agreed to by the Township and Declarant, its heirs, successors and assigns at the time of land development for the Property and/or Lots 3, 3A, 3B, and/or 3C.

21. All disputes with respect to the need and/or cost of repairs or maintenance of the access easement shall be determined by common law arbitration or such other arbitration procedure as the parties may agree upon.

22. Declarant, its heirs, successors and assigns, do hereby agree that the herein granted Access Road and Right of Way Easement shall not be terminated or extinguished without prior written consent of Tobyhanna Township as grantee of this Access Road and Right of Way Easement.

23. Declarant, for itself, its heirs, successors and assigns, by the offering of this Declaration to Tobyhanna Township and the recording of same with the Monroe County Recorder of Deeds Office, do hereby release, remise and forever discharge Tobyhanna Township, Monroe County, Pennsylvania of and from any obligation or liability of any kind or nature whatsoever in connection with the construction, repair or maintenance of said Access Road and Right of Way Easement as herein defined unless and until otherwise agreed to by Township and Declarant, its successors and assigns at the time of land development of the Property and/or Lots 3, 3A, 3B, and/or 3C.

FUTURE ACCESS ROAD EASEMENT

24. In the event Declarant at any time conveys Lot 3B to anyone other than the Owner of Lot 3A, Declarant shall, prior to such conveyance, grant an Access Road and Right of Way Easement over Summit Road as located on Declarant's property as more fully appears on Exhibit "C" which easement shall be recorded in the event of such conveyance.

25. Declarant shall also grant and record said Access Road and Right of Way Easement over Summit Road located on Declarant's property and more fully depicted on Exhibit "C" prior to Declarant conveying the other lands of Pocono Manor Investors, Inc. shown on Exhibit "A" and described as Monroe County TMP No. 12/13/1/1 and PIN No. 12635500705015 which abuts Lot 3B and provides access thereto.

TEMPORARY CONSTRUCTION EASEMENT
(Access Road)

26. Declarant has granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto any and all future grantees of the Property and/or Lots 3, 3A, 3B, and 3C, their heirs, successors and assigns, an easement and right-of-way over the Property for the construction of the proposed access road shown on the Plan and identified as Kalahari Boulevard. The Temporary Construction Easement hereby granted is as a blanket easement over the Property, including Lots 3, 3A, 3B, and 3C.

27. Declarant hereby grants the said ground above-described to and for the proper use of said future grantees of Lots 3, 3A, 3B, and 3C, their heirs, successors and assigns, as and for temporary access for construction purposes until such time as the completion of the construction of the access road/driveway identified as Kalahari Boulevard on the Plan. After completion of the aforesaid access road, this temporary construction easement shall terminate and no longer encumber the Property.

28. Declarant, its heirs, successors and assigns, by these presents covenants, promises and agrees to and with Tobyhanna Township and the future grantees and/or owners of Lots 3, 3A, 3B, and 3C, their heirs, successors and assigns, that neither the Declarant, nor their heirs, successors and assigns, shall or will at any time hereafter, ask, demand, or recover or receive of or from Tobyhanna Township, any sum or sums of money as and for damage for or by reason of the use of said ground.

DRAINAGE AND STORMWATER EASEMENT
(Access Road)

29. In the event Declarant conveys Lot 3, 3A or 3C, Declarant agrees to grant, bargain, sell, alien, enfeoff, release and confirm unto the owners of Lots 3, 3A, and 3C and the Township of Tobyhanna, their heirs, successors and assigns, a blanket easement and right of way over the Declarant's Property for purposes of stormwater management for the proposed access road, Kalahari Boulevard, as shown on the Plan and as more fully set forth upon the requisite plans associated with development of Kalahari Boulevard. This blanket easement shall be specifically described and shown at a location to be agreed upon by Declarant, the future grantees and owners of Lots 3, 3A, 3B, and 3C, and the Township subsequent to the completion of the design of such access road and before land development and/or building permit approval for any of the lots created by the Plan.

MISCELLANEOUS PROVISIONS

30. Tobyhanna Township or the future grantees and owners of Lots 3, 3A, 3B, and 3C as shown on the Plan shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions or covenants imposed by the provisions of this Declaration. Failure of any lot owner or the Township to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so in the future.

31. This Unilateral Declaration of Covenants, Easements, Conditions and Restrictions shall be construed to be covenants running with the land binding upon the Declarant, its heirs, successors and assigns, and specifically the purchasers of Lots 3, 3A, 3B, and/or 3C, requiring improvements under the approved Plan.

32. This Unilateral Declaration of Covenants, Easements, Conditions and Restrictions is intended to be enforced against and to the benefit of all persons holding title under or through the Declarant. In addition, the restrictions, easements and covenants contained herein shall be enforceable by the Township of Tobyhanna. The Township of Tobyhanna shall have the right to enter upon the lots described herein for purposes of enforcing its rights hereunder.

33. This Declaration shall be provided to any and all future purchasers of the Property and/or Lots 3, 3A, 3B, and/or 3C prior to the sale of said lots.

34. This Unilateral Declaration of Covenants, Easements, Conditions and Restrictions shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

35. The provisions of this Unilateral Declaration of Covenants, Easements, Conditions and Restrictions shall be severable. If any provision is found to be invalid, unenforceable, unconstitutional and/or void, the remaining provisions of this Declaration shall, nevertheless, remain valid and binding.

36. The covenants and obligations of this Declaration shall be covenants running with the land, and the parties hereto agree for themselves, their successors and assigns that any deed of conveyance of all or any portion thereof shall be incorporated herein by reference to this Declaration and the recording hereof as fully as if the same were contained therein. In the event that any of the provisions should, for any reason whatsoever, not be noted or recited in any subsequent deed for the lots in the Property to which the provisions herein apply, such terms, conditions and restrictions shall attach to the lots under and pursuant to this Declaration notwithstanding the absence of such provisions in the deed.

37. Declarant incorporates the terms, conditions, provisions, and requirements of the Plan into this Declaration. The Plan is made a part hereof and incorporated herein by reference. The terms, conditions, provisions, and requirements specifically set forth in this Declaration are in addition to those set forth in the Plan and related Township approval, and Declarant covenants and agrees to comply with all terms, conditions, provisions, and requirements set forth in said

Township approval and the Plan. The Plan shall not be altered in any way without the express written consent of Tobyhanna Township.

38. Declarant releases Tobyhanna Township, its engineer, solicitor, and all other agents, servants, or employees from all claims, losses, damages, liabilities, or any other demand for money or damages whatsoever, including, without limitation, all attorney's fees, arising out of or related in any way to the grant of this Declaration of Covenants, Easements, Conditions, and Restrictions to Tobyhanna Township or the exercise of the rights granted herein. Furthermore, Declarant warrants and shall forever defend against any such claims.

39. Declarant covenants and agrees that neither itself, nor its successors and assigns, shall or will at any time hereafter ask, demand, recover, or receive from Tobyhanna Township or the future grantees and owners of Lots 3, 3A, 3B, and 3C shown on the Plan any sum or sums of money as payment for the granting of these covenants, easements, conditions, and restrictions set forth herein.

40. This Declaration of Covenants, Easements, Conditions, and Restrictions shall be binding upon and inure to the benefit of Tobyhanna Township and the future grantees and owners of Lots 3, 3A, 3B, and 3C, their respective heirs, successors and assigns, and shall further be fully enforceable by the Township of Tobyhanna.

41. This Declaration of Covenants, Easements, Conditions, and Restrictions is appurtenant to Property and shall be construed to be covenants running with the land binding upon the Declarant, its heirs, successors and assigns.

42. This Declaration of Covenant, Easements, Conditions, and Restrictions may not be modified except by written agreement of Declarant and Tobyhanna Township.

43. The Declarant shall have the right at any time following the recording of this Unilateral Declaration of Covenants, Easements, Conditions and Restrictions, and prior to conveyance of any lot created by the Plan, to submit a lot consolidation plan to Tobyhanna Township that restores the status of the Property with respect to subdivision as it existed prior to the approval of the Plan. Such lot consolidation plan shall be subject to the review and approval of the Township and, upon such approval, this Unilateral Declaration of Covenants, Easements, Conditions and Restrictions shall be null and void for all purposes.

IN WITNESS WHEREOF, Declarant, intending to be legally bound, have hereby set their hands and seals the day and year first above written.

DECLARANT:

 9/20/13
Pocono Manor Investors, LP

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF MONROE :

On this, the 20 day of SEPTEMBER, 2013, before me a notary public, the undersigned officer, personally appeared JAMES M. CAHILL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged himself/herself to be the MANAGING PARTNER of Pocono Manor Investors, LP, a Pennsylvania Limited Partnership, and as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

S. George Manos (SEAL)
Notary Public

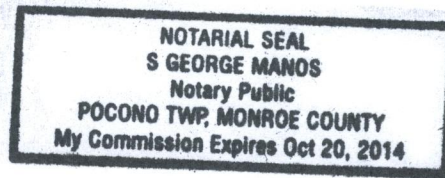


Exhibit “A”

CURVE TABLE

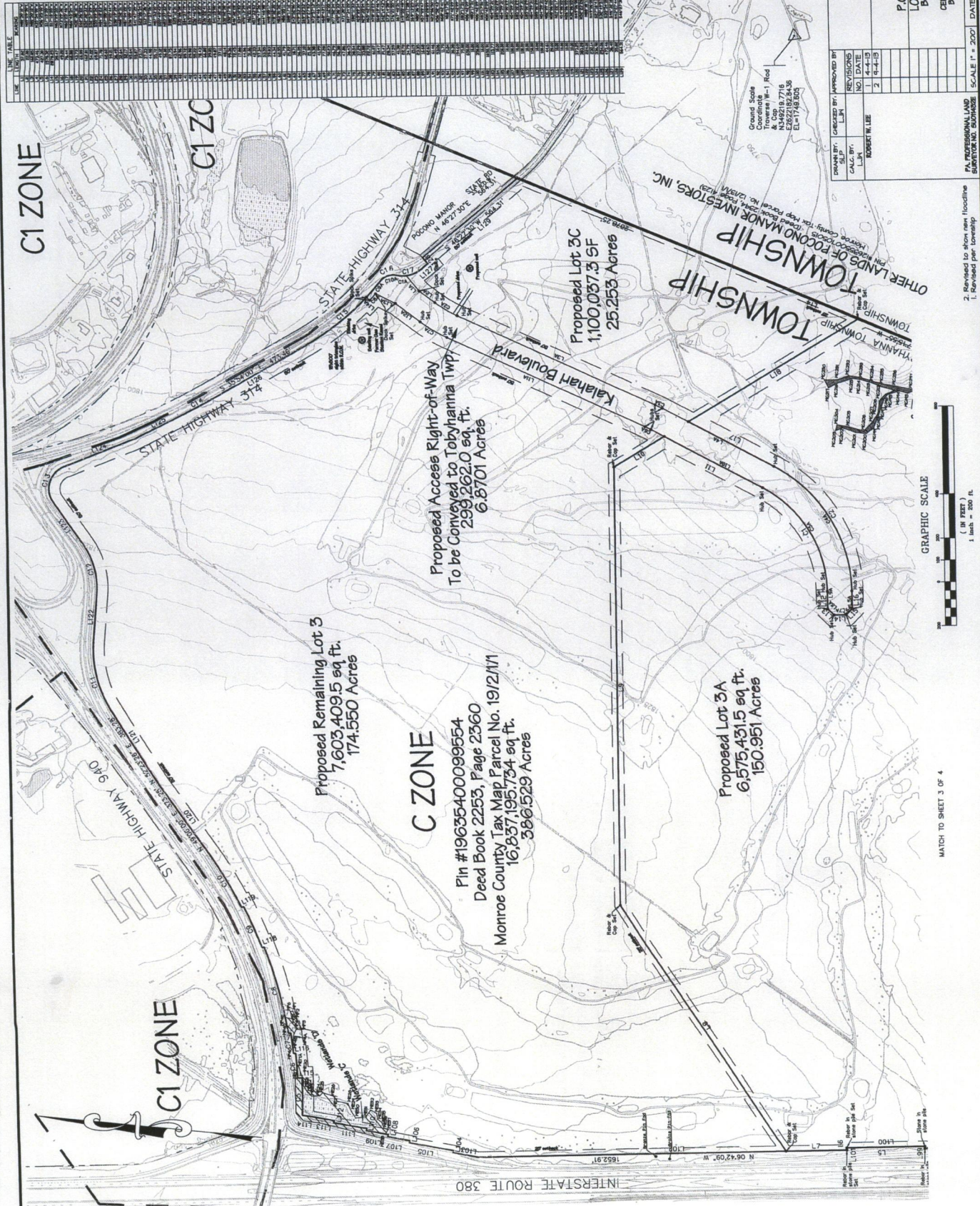
STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	CHORD CURV. RAD.	ARC CURV. RAD.	CHORD ANG.	ARC ANG.
1+00	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+05	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+10	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+15	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+20	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+25	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+30	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+35	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+40	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+45	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+50	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+55	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+60	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+65	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+70	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+75	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+80	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+85	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+90	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+95	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
2+00	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00

LINE TABLE

STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	CHORD CURV. RAD.	ARC CURV. RAD.	CHORD ANG.	ARC ANG.
1+00	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+05	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+10	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+15	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+20	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+25	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+30	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+35	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+40	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+45	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+50	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+55	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+60	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+65	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+70	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+75	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+80	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+85	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+90	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
1+95	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00
2+00	N 89° 52' 00" W	100.00	100.00	100.00	100.00	180.00	180.00

DEVELOPER'S DATA

NO.	DATE	DESCRIPTION
1	08/11/11	PRELIMINARY
2	08/11/11	REVISED
3	08/11/11	REVISED
4	08/11/11	REVISED
5	08/11/11	REVISED
6	08/11/11	REVISED
7	08/11/11	REVISED
8	08/11/11	REVISED
9	08/11/11	REVISED
10	08/11/11	REVISED
11	08/11/11	REVISED
12	08/11/11	REVISED
13	08/11/11	REVISED
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15	08/11/11	REVISED
16	08/11/11	REVISED
17	08/11/11	REVISED
18	08/11/11	REVISED
19	08/11/11	REVISED
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43	08/11/11	REVISED
44	08/11/11	REVISED
45	08/11/11	REVISED
46	08/11/11	REVISED
47	08/11/11	REVISED
48	08/11/11	REVISED
49	08/11/11	REVISED
50	08/11/11	REVISED



2. Revised to show new floodline
1. Revised per township

PA PROFESSIONAL LAND SURVEYOR NO. 500808

DATE: 12/2/12 SCALE: 1" = 200'

REVISIONS
NO. DATE BY
3 04-11-13
2 04-11-13
1 04-11-13

DESIGNED BY: GREGORY M. LUK
CALC. BY: ROBERT W. LEE

Prepared For
POCONO MANOR INVESTORS, L.P.
P.O. Box 38, Pocono Manor, PA 18349
LOUIS J. WEBER & ASSOCIATES, INC.
BOULEVARD & CONSTRUCTION SURVEYING
STATEA NEW JERSEY 07871-2417
CERTIFICATE OF AUTHORIZATION NO. 24692795500
BUS. NO. 6707028-4940 FAX NO. 60970128-4226
EMAIL: info@louisjwebersurveying.com

2012 LOUIS J. WEBER & ASSOCIATES, INC.

Exhibit “B”

Louis J. Weber & Associates, Inc.
Boundary & Construction Surveying
47 Woodport Road
Sparta, New Jersey
Bus. No. 973-726-4240 Fax No. 973-726-4239
Email: lou@webersurveying.com

**Legal Description of "Kalahari Boulevard" in Tobyhanna Township, Monroe County, PA.
Part of PIN#19635400099554**

Commencing at the Point of Beginning (State Plane Coords N349523.1953,E2620371.9231) being a point on the Southerly side of the 110' wide Right-of-Way of Kalahari Boulevard said point also being the beginning of course number 30 of the description of the Kalahari Site; thence

1. Along the Southerly Right-of-Way line, South 22°04'38" West, a distance of 433.49 feet to a hub set at the beginning of a curve tangent to said line; thence
2. Along the curve concave to the northwest, a distance of 697.99 feet to a hub, having a radius of 655.00 feet and a central angle of 61°03'21"; thence
3. South 83°07'59" West tangent to said curve, a distance of 81.50 feet to a hub; thence
4. Still along said Right-of-Way, North 51°52'01" West, a distance of 39.03 feet to a hub; thence
5. Along the same, North 06°52'01" West, a distance of 54.80 feet to a hub; thence
6. Along the same, North 38°07'59" East, a distance of 39.03 feet to a hub set on the Northerly side of the Right-of-Way; thence
7. North 83°07'59" East, a distance of 81.50 feet along the Northerly side of the Right-of-Way to a hub set at the beginning of a curve tangent to said line; thence
8. Along the curve concave to the northwest, a distance of 580.77 feet to a hub, said curve having a radius of 545.00 feet and a central angle of 61°03'21"; thence
9. Still along the Northerly Right-of-Way line, North 22°04'38" East tangent to said curve, a distance of 565.64 feet to a hub set at the beginning of a curve tangent to said line; at a distance of 498.51 feet passing through the terminus of course number 20 of the description of the Kalahari Site; thence
10. Along the curve concave to the west, a distance of 29.51 feet to a hub, said curve having a radius of 545.00 feet and a central angle of 3°06'10"; thence
11. Still along the same, North 18°58'28" East tangent to said curve, a distance of 975.66 feet to a hub set at the beginning of a curve tangent to said line; thence
12. Along the curve concave to the southeast, a distance of 140.940 feet to a hub, said curve having a radius of 655.00 feet and a central angle of 12°19'43"; thence
13. Still along the same, North 31°18'11" East tangent to said curve, a distance of 139.97 feet to a dock spike set; thence
14. North 21°05'54" East, a distance of 98.50 feet to a dock spike set at the beginning of a curve; thence
15. Along a curve concave to the northeast, a distance of 39.92 feet to a dock spike set at a point of cusp, said curve having a radius of 1208.02 feet and a central angle of 1°53'37" and being subtended by a chord which bears North 54°12'10" West 39.92 feet; thence
16. North 36°45'17" East, a distance of 20.01 feet to a dock spike set in the Southerly Right-of-Way line of Pennsylvania State Highway #314; thence
17. Along the Southerly Right-of-Way of said Highway, along a curve concave to the northeast, a distance of 97.70 feet, having a radius of 1186.28 feet and a central angle of 4°43'08" to a point of reverse curvature; thence
18. Along the arc of said curve concave to the southwest, a distance of 82.03 feet, having a radius of 73.00 feet and a central angle of 64°23'01" to a point of reverse curvature; thence
19. Along the arc of said curve concave to the east, a distance of 43.36 feet, having a radius of 130.49 feet and a central angle of 19°02'18"; thence
20. Leaving the Right-of-Way of said State Highway and continuing along the Southern Right-of-Way of Kalahari Boulevard, South 45°03'25" West, a distance of 91.90 feet to a dock spike set; thence
21. Along the same, South 31°18'11" West, a distance of 87.50 feet to a hub set at the beginning of a curve tangent to said line; thence
22. Along the curve concave to the southeast, a distance of 117.27 feet to a hub, said curve having a radius of 545.00 feet and a central angle of 12°19'43"; thence
23. Still along the same, South 18°58'28" West tangent to said curve, a distance of 975.66 feet to a hub set at the beginning of a curve tangent to said line; thence
24. Along the curve concave to the west, a distance of 35.47 feet to a hub, said curve having a radius of 655.00 feet and a central angle of 3°06'10"; thence

25. South $22^{\circ}04'38''$ West tangent to said curve, a distance of 132.15 feet to the point of beginning.

Containing 6.8701 Acres (299,262 Sq. Ft.), more or less.

Ground Scale Coordinate Location Point: Traverse W-1 Rod & Cap N349219.7716, E2622182.8436 (on the north side of Tee Box #1 Pocono Manor West Golf Course).

Exhibit “C”

SEE MAP EXHIBIT A

PROPOSE LOT 3C

PROPOSED LOT 3A

PROP. LOT 3B

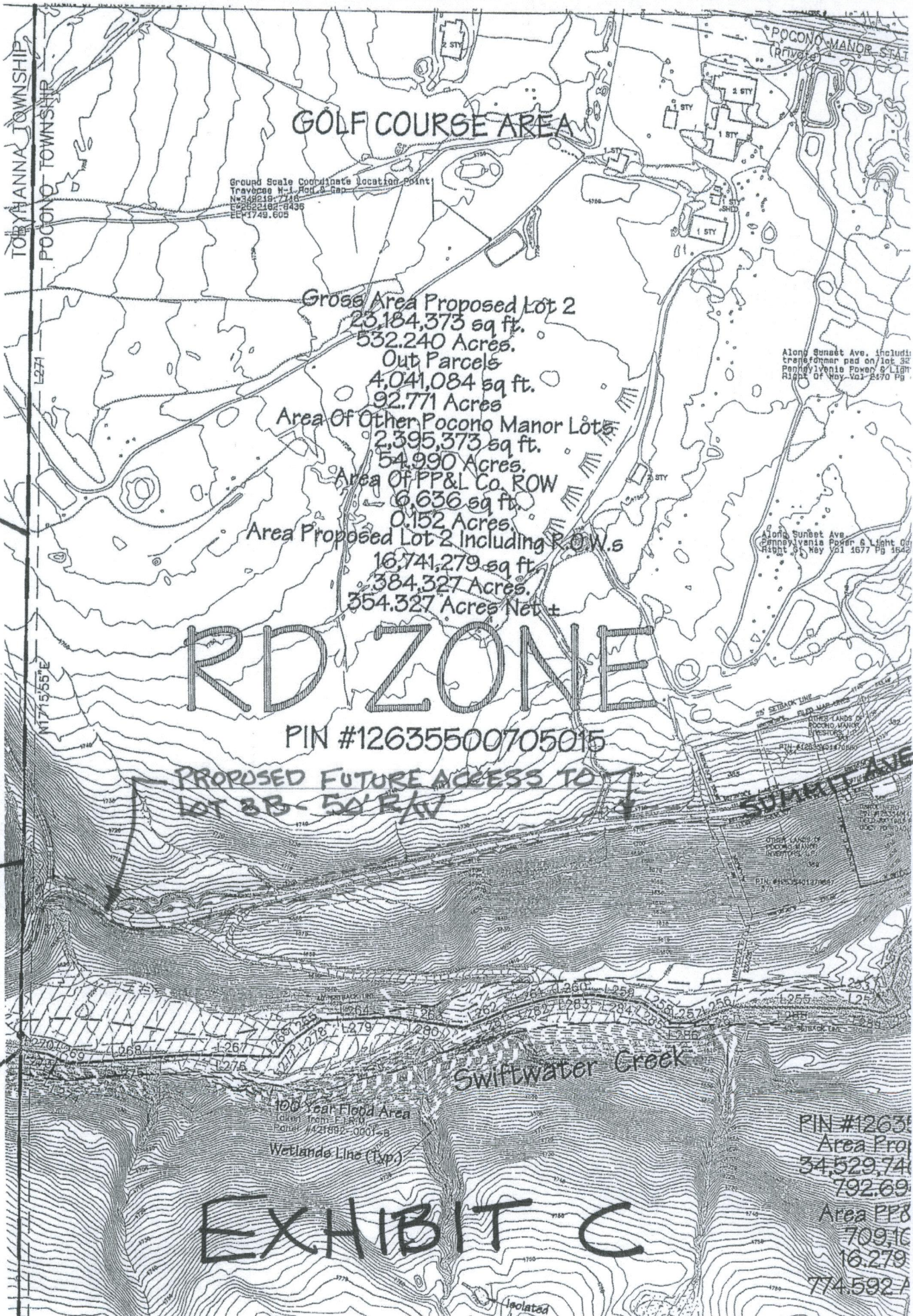


EXHIBIT C

RECORDERS OFFICE
MONROE COUNTY, PA

INVOICE # 648343
0101-RECEIPT AD

-- CHARGES --

#001 DECLARATION \$66.50

Instrument Number - 201326467
Recorded on - Sep 24, 2013 11:35:45 AM
Book/Page: REC/2427/6769
Municipality - TOBYHANNA TOWNSHIP
Grantor - POCONO MANOR INVESTORS LP
Grantee - POCONO MANOR INVESTORS LP

Fee Detail:

COUNTY RECORDING FEE	\$13.00
PER PAGE OVER 4 PAGES	\$28.00
TAX CODE CERTIFICATION FEE	\$20.00
STATE WRIT FEE	\$0.50
ARCHIVES FEE-COUNTY	\$2.00
ARCHIVES FEE-RECORDER	\$3.00

#002 SERVICE CHARGE \$1.00

TOTAL CHARGES \$67.50

-- PAYMENTS --

CASH \$80.00

TOTAL PAYMENTS \$80.00

AMOUNT DUE \$67.50
PAYMENT ON INVOICE (\$67.50)
BALANCE DUE \$0.00

REFUND DUE \$12.50
CASH REFUND *Cheng Jien* (\$12.50)

Receipt By: COUNTER
Customer:
GRIM BIEHN & THATCHER
104 6TH ST
PO BOX 215
PERKASIE, PA 18944
Attn: PAT ARMSTRONG ESQ

THANK YOU
HELEN DIECIDUE
REGISTER & RECORDER
COUNTY # 45
09/24/2013 11:35:45 AM