

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2004- 11

CENTER POINT FARMS

Acceptance of right-of-way of Skippack Pike

WHEREAS, Gambone Development Company, ("Grantor") is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the "Premises") which land has been subdivided; and

WHEREAS, the Grantor, for and in consideration of One Dollar (\$1.00), desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment the right-of-way along Skippack Pike; and

WHEREAS, the Grantee, by accepting the Deed of Dedication and recording said Deed and this Resolution, accepts the parcel of ground, more particularly described in Exhibit "A" attached hereto and made a part hereof, as and for a public road or highway.

NOW, THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors accepts the Deed of Dedication for the described property to have and to hold, forever, as for a public road or highway, together with the sanitary sewer lines constructed thereunder (if any), and with the same effect as if the said road had been opened by a Decree of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

APPROVED this 17th day of March, 2004, by the Board of Supervisors of Worcester Township for acceptance and recording.

WORCESTER TOWNSHIP

By: Frank L. Davey
FRANK L. DAVEY, Chairman
Board of Supervisors

Attest: J. Harris
JOHN R. HARRIS, Secretary

LEGAL DESCRIPTION

EXHIBIT "A"

#485-062.18
December 10, 2003

Legal Description
Skippack Pike - SR0073
Center Point Farms
Worcester Township

ALL THAT CERTAIN tract or parcel of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania, bounded and described in accordance with a Plan of Subdivision of Center Point Farms prepared for Gambone Bros. Development Co., by Stout, Tacconelli & Associates, Inc., dated September 17, 1993, last revised February 8, 1996 as follows to wit:

BEGINNING at a point on the centerline of Skippack Pike, SR0073 (120' wide), said point being located 957.6 feet from the centerline of Weber Road, also being a common property corner with lands now or late of Jeffrey G. Ocelus; thence from said point of beginning along the centerline of Skippack Pike the following two courses and distances: 1) North 72 degrees 36 minutes 00 seconds West, 556.83 feet to a point; 2) North 72 degrees 24 minutes 00 seconds West, 587.41 feet to a point; thence North 17 degrees 36 minutes 00 seconds East, 60.00 feet to a concrete monument on the northerly right-of-way of Skippack Pike said point being a common property corner with lands now or late Robert M. Rothemberger; thence the following two courses and distances along the northerly right-of-way of Skippack Pike: 1) South 72 degrees 24 minutes 00 seconds East, 587.31 feet to a concrete monument; 2) South 72 degrees 36 minutes 00 seconds East, 553.71 feet to an iron spike set in base of tree; thence South 14 degrees 31 minutes 10 seconds West, 60.08 feet to the first mentioned point and place of beginning.

CONTAINING 1.57 acres of land.

APR - 7 2004

DEED OF DEDICATION
CENTER POINT FARMS
Skippack Pike Right-of-Way

THIS INDENTURE made this 2nd day of February A.D., 2004,

FROM

GAMBONE DEVELOPMENT COMPANY (hereinafter called "Grantor") of the one part,

TO

THE TOWNSHIP OF WORCESTER, Montgomery County, Pennsylvania (hereinafter called "Grantee"), of the other part:

WITNESSETH:

THAT the said Grantor for and in consideration of the sum of **ONE DOLLAR (\$1.00)**, lawful money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has dedicated and by these presents does dedicate for public use and enjoyment as and for a public street, road or highway, together with the sanitary and storm sewer lines constructed thereunder (if any), unto the said Grantee, its successors and assigns:

ALL THAT CERTAIN tract or parcel of ground Situate in Worcester Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the tract or parcel of land above described and hereby dedicated, or mentioned and intended to be, unto the said Grantee, its successors and assigns,

forever, as and for a public street, road or highway, together with the sanitary and storm sewer lines constructed thereunder (if any), and for no other use or purpose whatsoever, and to the same extent and with the same effect as if the said road had been opened by a Decree of the Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and pursuant to the laws of the Commonwealth of Pennsylvania.

AND the said Grantor, its successors and assigns, does by these presents, covenant, promise and agree to and with the said Township of Worcester, its successors and assigns, that neither it, the said Grantor, nor its successors and assigns, shall or will at any time hereafter ask, demand; recover or receive of or from the said Township of Worcester, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading of the said road or street to grade as now established, and if such grade shall not be established at the date of these presents, that neither it, the said Grantor, nor its successors and assigns, shall or will at any time thereafter ask, demand, recover or receive any damages by reason of the physical grading of the said road or street to conform with the grades as first thereafter established or confirmed according to law.

AND the said Grantor, for itself, its successors and assigns does covenant, promise and agree to and with the said Grantee, its successors and assigns, that it, the said Grantor, has not heretofore done or committed any act, matter, or thing whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged, or encumbered in title, charge, estate or otherwise howsoever.

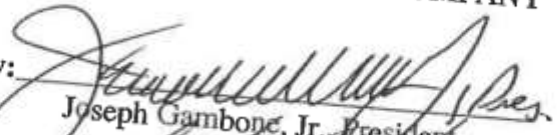
AND the said Grantor, for itself, its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that it, the said Grantor shall and will warrant and forever defend the hereinabove described tract or parcel of land, against it, the said Grantee, its successors and assigns, and against all and any person or persons

whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them.

AND the Grantee, by accepting and recording this Deed, accepts the tract or parcel of ground described herein as and for a public street, road or highway.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be signed and its corporate seal to be affixed hereto by its duly authorized officers on the day and year first above written.

GRANTOR:
GAMBONE DEVELOPMENT COMPANY

By: 
Joseph Gambone, Jr., President

Attest:  Sec.



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF MONTGOMERY

: SS

:

On this 25th day of FEBRUARY, A.D., 2004, before me, the undersigned officer, personally appeared Joseph Gambone, Jr. who acknowledged himself to be the President of Gambone Development Company, a corporation, and that he, as such officer being authorized to do so, executed the foregoing instrument, for the purposes therein contained, by signing the name of the corporation by himself as President.

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

Notary Public

My commission expires:



Notarial Seal
Brian J. Hanson, Notary Public
East Norriton Twp., Montgomery County
My Commission Expires July 5, 2004

EXHIBIT "A"

#485-062.18
December 10, 2003

Legal Description
Skippack Pike - SR0073
Center Point Farms
Worcester Township

ALL THAT CERTAIN tract or parcel of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania, bounded and described in accordance with a Plan of Subdivision of Center Point Farms prepared for Gambone Bros. Development Co., by Stout, Tacconelli & Associates, Inc., dated September 17, 1993, last revised February 8, 1996 as follows to wit:

BEGINNING at a point on the centerline of Skippack Pike, SR0073 (120' wide), said point being located 957.6 feet from the centerline of Weber Road, also being a common property corner with lands now or late of Jeffrey G. Ocelus; thence from said point of beginning along the centerline of Skippack Pike the following two courses and distances: 1) North 72 degrees 36 minutes 00 seconds West, 556.83 feet to a point; 2) North 72 degrees 24 minutes 00 seconds West, 587.41 feet to a point; thence North 17 degrees 36 minutes 00 seconds East, 60.00 feet to a concrete monument on the northerly right-of-way of Skippack Pike said point being a common property corner with lands now or late Robert M. Rothemberger; thence the following two courses and distances along the northerly right-of-way of Skippack Pike: 1) South 72 degrees 24 minutes 00 seconds East, 587.31 feet to a concrete monument; 2) South 72 degrees 36 minutes 00 seconds East, 553.71 feet to an iron spike set in base of tree; thence South 14 degrees 31 minutes 10 seconds West, 60.08 feet to the first mentioned point and place of beginning.

CONTAINING 1.57 acres of land.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2004- 12

GLENGARY HIGHLANDS

Acceptance of right-of-ways of Wentz Church Road roadway widening and Barley Lane

WHEREAS, Gambone Development Company, ("Grantor") is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the "Premises") which land has been subdivided; and

WHEREAS, the Grantor, for and in consideration of One Dollar (\$1.00), desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment the right-of-ways along Barley Lane and the Wentz Church Road roadway widening; and

WHEREAS, the Grantee, by accepting the Deed of Dedication and recording said Deed and this Resolution, accepts the parcels of ground, more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof, as and for public roads or highways.

NOW, THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors accepts the Deed of Dedication for the described property to have and to hold, forever, as for public roads or highways, together with the sanitary sewer lines constructed thereunder (if any), and with the same effect as if the said road had been opened by a Decree of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

APPROVED this 17th day of March, 2004, by the Board of Supervisors of Worcester Township for acceptance and recording.

WORCESTER TOWNSHIP

By: Frank L. Davey
FRANK L. DAVEY, Chairman
Board of Supervisors

Attest: J. Harris
JOHN R. HARRIS, Secretary

LEGAL DESCRIPTION

EXHIBIT "A"



URWILER & WALTER, INC
CIVIL ENGINEERS & SURVEYORS
est. 1966

3126 MAIN STREET
P.O. BOX 269
SUMNEYTOWN, PA 18084-0269
215-234-4562
215-234-0889 (FAX)

90139

December 2, 2003

Description of Wentz Church Road roadway widening.

ALL THAT CERTAIN tract of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania as shown on Plan of Subdivision of Glengarry Highlands (Sheet 1 of 8) prepared for Maxi Group by Urwiler & Walter, Inc., dated October 16, 1990, last revised August 7, 1991, bounded and described as follows, to wit:

BEGINNING at a point in the title line of Wentz Church Road (as widened to 30 feet from its centerline), said point being located 1,765 feet more or less measured northeastwardly from the intersection of the centerline of Wentz Church Road with the centerline of Skippack Pike;

THENCE extending through Wentz Church Road ultimate right-of-way, through a 2" pipe found and along lands of Timothy Campbell North 45 degrees 20 minutes 15 seconds West 30.00 feet to a point on the northwesterly ultimate right-of-way line of Wentz Church Road;

THENCE extending along the northwesterly ultimate right-of-way line of Wentz Church Road North 44 degrees 44 minutes 55 seconds East 388.51 feet to a point in line of lands of Calvin Collins, Jr.;

THENCE extending along said lands and through the Wentz Church Road ultimate right-of-way South 45 degrees 23 minutes 18 seconds East 30.00 feet to a point in the aforementioned title line of Wentz Church Road;

THENCE extending along said title line South 44 degrees 44 minutes 55 seconds West 388.54 feet to the **POINT AND PLACE OF BEGINNING.**

C:\admin\projects\90139-Legal-Wentz Church Road roadway widening
D:\ink\ss

LEGAL DESCRIPTION

EXHIBIT "B"



URWILER & WALTER, INC
CIVIL ENGINEERS & SURVEYORS
est. 1966

3126 MAIN STREET
P.O. BOX 269
SUMNEYTOWN, PA 18084-0269
215-234-4562
215-234-0889 (FAX)

90139

December 2, 2003

Description of Barley Lane ultimate right-of-way.

ALL THAT CERTAIN tract of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania as shown on Plan of Subdivision of Glengarry Highlands (Sheet 1 of 8) prepared for Maxi Group by Urwiler & Walter, Inc., dated October 16, 1990, last revised August 7, 1991, bounded and described as follows, to wit:

BEGINNING at a point on the northwesterly ultimate right-of-way line of Wentz Church Road (as widened to 30 feet from its centerline), said point being located the following three (3) dimensions from the intersection of the centerline of Wentz Church Road with the centerline of Skippack Pike:

- (1) along the centerline of Wentz Church Road 1,765 feet more or less measured northeastwardly to a point in the title line of Wentz Church Road;
- (2) through the Wentz Church Road ultimate right-of-way, through a 2" pipe found and along lands of Timothy Campbell North 45 degrees 20 minutes 15 seconds West 30.00 feet to a point on the northwesterly ultimate right-of-way line of Wentz Church Road;
- (3) along said ultimate right-of-way line North 44 degrees 44 minutes 55 seconds East 143.88 feet to the place of beginning;

THENCE extending along the arc of a circle curving to the left having a radius of 25.00 feet, the arc distance of 39.27 feet to a point of tangency on the southwesterly ultimate right-of-way line of Barley Lane;

THENCE extending along the ultimate right-of-way line of Barley Lane the following eleven (11) dimensions:

- (1) North 45 degrees 15 minutes 05 seconds West 25.00 feet to a point of curvature;
- (2) along the arc of a circle curving to the left having a radius of 125.00 feet the arc distance of 101.45 feet to a point of tangency;
- (3) South 88 degrees 14 minutes 55 seconds West 104.64 feet to a point of curvature;
- (4) along the arc of a circle curving to the right having a radius of 175.00 feet, the arc distance of 141.76 feet to a point of tangency;
- (5) along lands of Timothy Campbell North 45 degrees 20 minutes 15 seconds West 104.71 feet to a point of curvature;

**URWILER & WALTER, INC./Maxi Group/Glengarry Highlands
Barley Lane Ultimate Right-of Way
December 2, 2003/Page 2**

- (6) along the arc of a circle curving to the right having a radius of 250.00 feet, the arc distance of 141.81 feet to a point of tangency;
- (7) North 12 degrees 50 minutes 15 seconds West 162.40 feet to a point of curvature;
- (8) along the arc of a circle curving to the left having a radius of 200.00 feet, the arc distance of 202.75 feet to a point of tangency;
- (9) North 70 degrees 55 minutes 17 seconds West 305.47 feet to a point of curvature;
- (10) along the arc of a circle curving to the left having a radius of 325.00 feet, the arc distance of 365.83 feet to a point of tangency;
- (11) South 44 degrees 35 minutes 06 seconds West 267.62 feet to a point of curvature;

THENCE extending along the arc of a circle curving to the left having a radius of 50.00 feet, the arc distance of 41.03 feet to a point of reverse curvature on the Barley Lane cul-de-sac;

THENCE extending along the Barley Lane cul-de-sac along the arc of a circle curving to the right having a radius of 60.00 feet, the arc distance of 286.96 feet to a point of reverse curvature;

THENCE extending along the arc of a circle curving to the left having a radius of 50.00 feet, the arc distance of 41.03 feet to a point on the northwesterly ultimate right-of-way line of Barley Lane;

THENCE extending along the ultimate right-of-way line of Barley Lane the following eleven (11) dimensions:

- (1) North 44 degrees 35 minutes 06 seconds East 267.62 feet to a point of curvature;
- (2) along the arc of a circle curving to the right having a radius of 375.00 feet, the arc distance of 422.11 feet to a point of tangency;
- (3) along lands of Philadelphia Electric Company South 70 degrees 55 minutes 17 seconds East 305.47 feet to a point of curvature;
- (4) along the arc of a circle curving to the right having a radius of 250.00 feet, the arc distance of 253.44 feet to a point of tangency;
- (5) South 12 degrees 50 minutes 15 seconds East 162.40 feet to a point of curvature;
- (6) along the arc of a circle curving to the left having a radius of 200.00 feet, the arc distance of 113.45 feet to a point of tangency;
- (7) South 45 degrees 20 minutes 15 seconds East 104.71 feet to a point of curvature;

**URWILER & WALTER, INC./Maxi Group/Glengarry Highlands
Barley Lane Ultimate Right-of Way
December 2, 2003/Page 3**

- (8) along the arc of a circle curving to the left having a radius of 125.00 feet, the arc distance of 101.26 feet to a point of tangency;
- (9) North 88 degrees 14 minutes 55 seconds East 104.64 feet to a point of curvature;
- (10) along the arc of a circle curving to the right having a radius of 175.00 feet, the arc distance of 142.03 feet to a point of tangency;
- (11) South 45 degrees 15 minutes 04 seconds East 25.00 feet to a point of curvature;

THENCE extending along the arc of a circle curving to the left having a radius of 25.00 feet, the arc distance of 39.27 feet to a point on the aforementioned northwesterly ultimate right-of-way line of Wentz Church Road;

THENCE extending along said ultimate right-of-way line South 44 degrees 44 minutes 55 seconds West 100.00 feet to the **POINT AND PLACE OF BEGINNING.**

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 04- 13

THE COCCIO TRACT

FINAL SUBDIVISION APPROVAL

WHEREAS, ERNEST COCCIO. ("Developer") is the owner and developer of a certain tract of land situate in Worcester Township with frontage on Quarry Hall Road consisting of 6.48 ± acres (the "**Development**"), which is more particularly shown on plans prepared by Hopkins & Scott, Inc., being plans consisting of two (2) sheets dated June 16, 2003, with a last revision date being September 16, 2003 (the "**Plans**"), setting forth the proposed subdivision of the tract into two (2) residential lots in accordance with those Plans (a complete schedule of the Subdivision Record Plan and all supporting Plans is attached hereto as Exhibit "A" and expressly made a part hereof); and

WHEREAS, the Plans hereinabove described are being incorporated into this final approval by reference; and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development; and

WHEREAS, the Developer desires to obtain Final Subdivision approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code;

NOW, THEREFORE, BE IT RESOLVED, that Worcester Township hereby grants Final approval of the Development as shown on the Plans described on Exhibit "A" attached hereto, subject, however, to the following conditions:

1. At this time, the Worcester Township Board of Supervisors waives strict compliance with the following provisions of the Worcester Township Subdivision and Land Development Ordinance:
 - a. Section 130-16.C.1 regarding right-of-way width, paving width and curbing;
 - b. Section 130-18.A and B regarding sidewalks and curbs.
2. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the lot owner on whose lot said facilities are located, Developer shall, prior to the Township executing the Plans, reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of the individual lot owners are not fulfilled after reasonable notice to do so.
3. Prior to the Township's execution of the Plans, Developer agrees to execute a Subdivision and Escrow Agreement with Worcester Township in which the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.
4. The Development shall be constructed in strict accordance with the content of the Plans, the terms and conditions of the Preliminary Approval Resolution dated November 19,

2003, and the terms and conditions of the above-described Subdivision and Escrow Agreement, the entire contents of which are incorporated herein by reference.

5. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans, Preliminary Approval Resolution, Subdivision and Escrow Agreement and the terms of this Final Approval Resolution shall be borne entirely by the Developer and shall be at no cost to the Township.

6. Developer shall provide the Township Manager and the Township Engineer with at least 72 hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual building lots themselves) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

7. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the funding of all escrows under the Subdivision and Escrow Agreement must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

8. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon

final approval. In the absence of an appeal of a notice of rejection filed in writing within thirty (30) days from the date of this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this resolution, this approval shall be deemed to have been automatically rescinded.

9. Consistent with Section 513 of the Pennsylvania Municipalities Planning Code, it shall be the responsibility of the Developer to deliver fully and properly executed record Plan (3 paper and 2 lines) to the Township in sufficient time that such Plan may be recorded at the Montgomery County Recorder of Deeds Office within ninety (90) days from the date of final approval. Failure to deliver such properly executed Plan to the Township within this time frame shall render the approval of the Plan null and void.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on March 17, 2004.

WORCESTER TOWNSHIP

By: Frank L. Davey
FRANK L. DAVEY, Chairman
Board of Supervisors

Attest: J. Harris
JOHN R. HARRIS, Secretary

EXHIBIT "A"

<u>SHEET NO.</u>	<u>PLAN TITLE</u>	<u>DATE</u>	<u>LAST REVISED</u>
1	Record Plan of Minor Subdivision	6/16/03	9/16/03
2	Development/Stormwater Management and Soil and Erosion Control Plan	6/16/03	9/16/03

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 04-14

THE GUARDINO TRACT

FINAL SUBDIVISION APPROVAL

WHEREAS, FRANK S. GUARDINO ("Developer") is the owner and developer of a certain tract of land situate in Worcester Township with frontage on Methacton Avenue consisting of 2.56 ± acres (the "**Development**"), which is more particularly shown on plans prepared by Woodrow & Associates, Inc., being plans consisting of four (4) sheets dated July 10, 2003, with a last revision date being October 24, 2003 (the "**Plans**"), setting forth the proposed development of the tract into three (3) residential building lots in accordance with those Plans (a complete schedule of the Subdivision Record Plan and all supporting Plans is attached hereto as Exhibit "A" and expressly made a part hereof); and

WHEREAS, the Plans described in Exhibit "A" attached hereto are being incorporated into this Final Approval by reference; and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development; and

WHEREAS, the Developer desires to obtain Final Subdivision approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code;

NOW, THEREFORE, BE IT RESOLVED, that Worcester Township hereby grants Final approval of the Development as shown on the Plans described on Exhibit "A" attached hereto, subject, however, to the following conditions:

1. At this time, the Worcester Township Board of Supervisors waives strict compliance with the following provisions of the Worcester Township Subdivision and Land Development Ordinance:
 - a. Section 130-28.E.1 and 2 requiring a tree survey and landscape plan;
 - b. Section 130.A.1 requiring sidewalks along the property frontage;
2. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the lot owner on whose lot said facilities are located, Developer shall, prior to the Township executing the Plans, reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of the individual lot owners are not fulfilled after reasonable notice to do so.
3. Prior to the Township's execution of the Plans, Developer agrees to execute a Subdivision and Escrow Agreement with Worcester Township in which the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.
4. The Development shall be constructed in strict accordance with the content of the Plans, the terms and conditions of the Preliminary Approval Resolution dated November 19,

2003 and the terms and conditions of the above-described Subdivision and Escrow Agreement, the entire contents of which are incorporated herein by reference.

5. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans, Preliminary Approval Resolution, Subdivision and Escrow Agreement and this Final Approval Resolution shall be borne entirely by the Developer and shall be at no cost to the Township.

6. Developer shall provide the Township Manager and the Township Engineer with at least 72 hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual building lots themselves) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

7. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the funding of all escrows under the Subdivision and Escrow Agreement must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

8. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon

final approval. In the absence of an appeal of a notice of rejection filed in writing within thirty (30) days from the date of this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this resolution, this approval shall be deemed to have been automatically rescinded.

9. Consistent with Section 513 of the Pennsylvania Municipalities Planning Code, it shall be the responsibility of the Developer to deliver fully and properly executed record Plan (3 paper and 2 lines) to the Township in sufficient time that such Plan may be recorded at the Montgomery County Recorder of Deeds Office within ninety (90) days from the date of final approval. Failure to deliver such properly executed Plan to the Township within this time frame shall render the approval of the Plan null and void.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on March 17, 2004.

WORCESTER TOWNSHIP

By: Frank L. Davey
FRANK L. DAVEY, Chairman
Board of Supervisors

Attest: J. Harris
JOHN R. HARRIS, Secretary

EXHIBIT "A"

<u>SHEET NO.</u>	<u>PLAN TITLE</u>	<u>DATE</u>	<u>LAST REVISED</u>
1	Record Plan	July 10, 2003	August 29, 2003
2	Existing Features & Demolition Plan	July 10, 2003	August 29, 2003
3	Site Improvements Plan	July 10, 2003	August 29, 2003
4	Standard Construction Detail Sheet	July 10, 2003	August 29, 2003

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2004-15

**RESOLUTION OF MERCHANT AUTHORIZING
PARTICIPATION IN MERCHANT SERVICE PROGRAM**

WHEREAS, Worcester Township (the "Merchant") is a participant in the Pennsylvania Local Government Investment Trust (the "Trust"); and

WHEREAS, the Trust intends to enter into or has entered into a Terms and Conditions of Merchant Service Agreement dated as of March 1, 2004 (as the same may be amended and supplemented from time to time, the "Merchant Service Agreement") with Global Payments Direct, Inc. ("Global") and the member bank and the debit sponsor identified therein, under which Global will make available to the Trust's participants a Merchant Service Program (the "Merchant Service Program"); and

WHEREAS, under the Merchant Service Program, Global will offer to the Merchant the ability to honor at its operational locations certain credit cards and debit cards in connection with the payment of various governmental fees, fines, services and facility charges and other payments by the Merchant's customers and citizens using various electronic payment processes; and

WHEREAS, the funds collected under this Merchant Service Program will be credited to an account of the Merchant in the Trust's PLGIT Portfolio; and

WHEREAS, the Merchant may from time to time enter into additional agreements to provide for the use of additional cards or other enhancements as part of the Merchant Service Program (the "Additional Agreements"); and

WHEREAS, the Merchant desires to participate in the Merchant Service Program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Merchant is authorized to participate in the Merchant Service Program.
2. The Merchant approves the Merchant Service Agreement, the Participant Agreement, the PLGIT Participant Boarding Application and the PLGIT Agreement Regarding Merchant Service Program substantially in the form presented to this meeting.

3. The officers of the Merchant are authorized to take any actions and to execute and deliver any documents (including, without limitation, the Participant Agreement, the PLGIT Participant Boarding Application, the PLGIT Agreement Regarding Merchant Service Program, and, from time to time, Additional Agreements) as may be necessary or proper to effectuate the Merchant's participation in the Merchant Service Program and to carry out the purposes of this resolution.

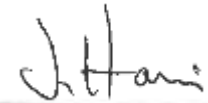
CERTIFICATION

The undersigned hereby certifies that the foregoing resolution was adopted by the Board of Supervisors of Worcester Township (the "Merchant") at a duly called and convened meeting held on the 17th day of March, 2004; that public notice of said meeting was given as required by law; that the meeting was conducted in accordance with the Pennsylvania Sunshine Act; that the resolution and the vote thereon have been duly recorded in the minutes; and that the resolution has not been altered, amended, suspended or repealed and is still in full force and effect as of the date of this certificate.

WITNESS my hand and seal of the Merchant this 17th day of March, 2004.

[SEAL]


FRANK L. DAVEY, Chairman
Board of Supervisors


JOHN R. HARRIS, Secretary

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 04 - 16

FROG HOLLOW TENNIS CLUB

FINAL LAND DEVELOPMENT APPROVAL

WHEREAS, COUNTRY TENNIS ASSOCIATES, L.P. ("Developer") is the owner and developer of a certain tract of land consisting of 11.63 ± acres situate in Worcester Township with frontage on Weber Road (the "Development"); and

WHEREAS, the Development is more particularly shown on plans prepared by Czop/Specter, Inc., being plans consisting of five (5) sheets dated April 30, 2003 with a final revision date of July 28, 2003 (the "Plans"); and

WHEREAS, an index of the individual sheets, origination date and final revision date for each sheet comprising the Plans is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development; and

WHEREAS, the Developer desires to obtain final land development approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby grants final approval of the land development as shown on the Plans described herein subject, however, to the

following conditions:

1. Prior to the recording of the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township, all issues, if any, set forth in the Township Engineer's review letter dated August 8, 2003, the entire contents of which are incorporated herein by reference.
2. Prior to the recording of the Plans, the Developer shall revise the Plans by adding a note to the Record Plan stating that the expansion of the Racquet Club is subject to the Amended Stipulation dated August 12, 2003 and Court Order dated August 21, 2003.
3. Prior to the Township's execution of the record Plans, Developer agrees to post a cash escrow with Township as financial security for required landscaping as required by the Pennsylvania Municipalities Planning Code.
4. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Final Approval Resolution.
5. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans and this Final Approval Resolution shall be borne entirely by the Developer and shall be at no cost to the Township.
6. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with the building addition itself) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.
7. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the funding of all escrows under the Land

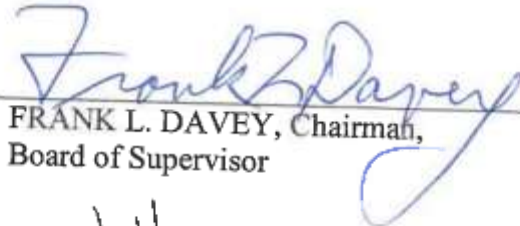
Development and Escrow Agreement must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

8. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal of a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval shall be deemed to have been automatically rescinded.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on March 17, 2004.

WORCESTER TOWNSHIP

By:


FRANK L. DAVEY, Chairman,
Board of Supervisor

Attest:


JOHN R. HARRIS, Secretary

EXHIBIT "A"

Plan Index

Sheet No.	Plan Title	Date	Last Revised
1	Record Plan	April 30, 2003	July 28, 2003
2	Grading Utility Plan	April 30, 2003	July 28, 2003
3	Erosion & Sedimentation Control Plan	April 30, 2003	July 28, 2003
4	Landscaping Plan	April 30, 2003	July 28, 2003
5	Detail Sheet	April 30, 2003	July 28, 2003

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

**ADDITIONAL LANDS ADDED TO
AGRICULTURAL SECURITY AREA**

RESOLUTION NO. 04-17

WHEREAS, the Board of Supervisors of Worcester Township (the "Township") has previously established an Agricultural Security Area according to the Agricultural Security Law (3 P.S. Sections 901-915) (the "Act"); and

WHEREAS, the Board of Supervisors of Worcester Township has received an application from Theresa B. Jamieson, Trustee ("Applicant") to add two parcels of land, consisting of a combined total of 46.5± acres in Worcester Township, (consisting of a 35.28± acre parcel located on Hollow Road in Worcester Township and further identified as Montgomery County Tax Parcel No. 67-00-01270-004 and a 11.246± acre parcel located on Stump Hall Road in Worcester Township and further identified as Montgomery County Tax Parcel No. 67-00-03539-003) to the Agricultural Security Area; and

WHEREAS, the Board of Supervisors of Worcester Township has received a report from the Worcester Township Planning Commission recommending that the Applicant's land be included in the Agricultural Security Area; and

WHEREAS, the Worcester Township Board of Supervisors duly published Notice of the Applicant's application to be included in the Agricultural Security Area in accordance with §906(c) of the Act.

WHEREAS, the Worcester Township Board of Supervisors has not received any written objections to the application for inclusion of the Applicant's land in the Agricultural Security

Area, nor has the Township received any written proposals for amendments, additions or deletions to Applicant's proposal; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Worcester Township, that:

1. Applicant's properties, as described in the Irrevocable Deed of Trust attached hereto as Exhibit "A", shall hereafter be included in the Worcester Township Agricultural Security Area.

2. Within ten (10) days of the date of this Resolution, the Township shall file a description of the property to be included in the Agricultural Security Area with the Montgomery County Recorder of Deeds (who shall record the description), the Montgomery County Planning Commission and at the Worcester Township Administrative Building in accordance with Section 908(d) of the Act.


3. This Resolution shall become effective upon the date hereof.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on April 21, 2004.

WORCESTER TOWNSHIP

Chase E. Kneeland, Vice

By: _____


FRANK L. DAVEY, Chairman
Board of Supervisors

Attest: _____


JOHN R. HARRIS, Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF MONTGOMERY :

On this, the 22ND day of APRIL, 2004, before me, the undersigned
officer, personally appeared ^{Chase E. Kneeland} ~~Frank E. Davey~~ who acknowledged himself to be the ^{Vice} Chairman of
the Board of Supervisors of Worcester Township, and that he as such officer, being authorized to
do so, executed the foregoing instrument for the purposes therein contained.

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

Barbara S. Callozzo
Notary Public

My Commission expires:

Notarial Seal
Barbara S. Callozzo, Notary Public
Worcester Twp., Montgomery County
My Commission Expires Oct. 30, 2004
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
67-00-01270-00-4 WORCESTER
FRCG HOLLOW RD
JAMIESON THERESA B TRUSTEE
B 015 U 015 L 1 1430 DATE: 11/22/89

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
67-00-03539-00-3 WORCESTER
STUMP HALL RD
JAMIESON THERESA B TRUSTEE
B 015 U 023 L 2 2110 DATE: 11/22/89

CLARIFICATION OF IRREVOCABLE DEED
OF TRUST PROVISION

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0.50

020346

This is to make clear that the last sentence of Paragraph No. 6 of my Irrevocable Deed of Trust of April 24, 1989 authorizes the TRUSTEE, upon the termination of the trust at my death, to distribute the corpus and any income then in the TRUSTEE'S hands, either in cash or in kind or partly in each, in her sole discretion in such manner and in such proportions among the then-living of the indicated beneficiaries as she deems appropriate.

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

20th day of July, 1989.

Parcel Numbers 67-00-01270-00-4
and 67-00-03539-00-3

A. Elizabeth Schierenbeck (SEAL)
A. Elizabeth Schierenbeck

89 NOV 22 AM 9:38



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF MONTGOMERY : SS.

On the 20th day of July, 1989, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in Montgomery County, personally appeared A. ELIZABETH SCHIERENBECK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Clarification of Irrevocable Deed of Trust Provision and acknowledged that she executed the same for the purposes therein contained.

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

Montgomery County, SS.
Recorded in the Office for Recording of Deeds & C.
in and by said County in *Book 1920*
No. *1920* Page *1920*
Witness my hand and seal of office this *20th* day of *July*, 1989.
John E. Landis
Recorder

NOTARIAL SEAL
JOHN E. LANDIS, Notary Public
Lansdale Boro, Montgomery Co.
My Commission Expires April 15, 1990

4930: 620

STATE TAX
AFFIDAVIT
FILED

IRREVOCABLE DEED OF TRUST

THIS IRREVOCABLE DEED OF TRUST, made the *24th* day of *April*, 1989 between A. ELIZABETH SCHIERENBECK, 3117 Stump Hall Road, Worcester Township, (Collegeville, 19426 P.O.), Montgomery County, Pennsylvania (hereinafter called "GRANTOR") of the one part and THERESA B. JAMIESON, 3051 Stump Hall Road, Worcester Township (Collegeville, 19426 P.O.), Montgomery County, Pennsylvania (hereinafter called "TRUSTEE") of the other part,

29.00
5.10
2.70

WITNESSETH:

WHEREAS GRANTOR desires to establish an irrevocable trust for the purposes hereinafter set forth:

NOW, THEREFORE, GRANTOR hereby irrevocably transfers, assigns and conveys to the TRUSTEE that certain farm situate of 3117 Stump Hall Road, Worcester Township, Montgomery County, Pennsylvania, being a part of D.B. 2208, p. 229 as the same as more fully described in Exhibit A attached hereto, and the TRUSTEE agrees to hold said property and any other which at any time may be added to this trust, all for the uses and purposes as hereinafter set forth.

1. INCOME INTEREST RETAINED: Any provisions herein to the contrary notwithstanding, GRANTOR hereby retains for herself all rents, profits, use and any other income from the trust Corpus during the term of the trust. Said rents, profits and other income may be collected or produced directly by the GRANTOR but in all events all rents, profits or other income from the trust corpus coming into the hands of the TRUSTEE shall be paid to the GRANTOR at least quarterly. It is the expectation and desire of GRANTOR that the TRUSTEE

BOOK 491382229

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REALTY TRANS. TAX PAID
STATE 128.65
COUNTY 128.65
PER [Signature]

will so administer the trust in her sole discretion, nevertheless, as to produce income but at the same time to promote the capital appreciation of the trust corpus without risk of loss or depreciation of the value of the trust corpus.

2. MAINTENANCE AND OPERATION OF FARM: So long as the corpus consists of the aforesaid farm property, GRANTOR shall pay all costs of the operation of the farm as well as all costs of reasonable maintenance and repair as well as insurance and taxes but shall not be required to make capital repairs or additions. The TRUSTEE shall not pay any income or capital gains taxes attributable to the trust property; said taxes shall be paid by the GRANTOR.

3. TERM OF TRUST. The term of this trust shall be the period of three (3) years from the date hereof. This trust shall be fully effective upon the execution of this Trust Indenture and acceptance by the TRUSTEE.

4. INCOME UPON DECEASE OF GRANTOR: In the event of the decease of the GRANTOR prior to the end of the aforesaid term, the income of the trust shall be payable to her estate for the balance of the term.

5. DECEASE OF GRANTOR DURING TERM: Should the GRANTOR die prior to the end of the trust term, except for the payment of the rents, profits and other income to her estate as provided above, the disposition of the trust property shall be the same as hereinafter provided as to that pertaining to the end of the trust term.

6. TERMINATION OF TRUST: Upon the termination of the aforesaid trust term of three (3) years from date of this Deed of Trust, this trust shall terminate, all rights of the GRANTOR herein shall cease and title to the trust corpus and all rights herein shall vest in my niece, THERESA B. JAMIESON, whom I hereby appoint as TRUSTEE of a trust for the benefit of the following of my nieces and nephews, to wit: LYNNE D. SCHIERENBECK, SUSAN D. SCHIERENBECK, ELIZABETH B. CREVELING, BARBARA J. BELL-HAWKEY, ALICE P. BELL, CARIN V. BELL, THERESA B. JAMIESON, MARJORIE B. ROWE, PATRICIA E. BELL, ALEXIS SPOSETTI, KIM D. BLEECHER, MATTHEW C. MECRAY, DOUGLAS H. MECRAY, AMY MECRAY SMITH and KURT L. MECRAY. Said TRUSTEE shall retain the trust corpus of the original corpus or invest and reinvest the same in her sole discretion and shall pay over the income in equal shares among the said beneficiaries and the surviving ones of them. Upon my decease, the trust for the said beneficiaries shall terminate and the TRUSTEE shall distribute the corpus and any income then in the TRUSTEE'S hands, either in cash or in kind or partly in each, in her sole discretion in such manner and in such proportions among the then-living of the aforesaid beneficiaries.

7. TRUSTEE'S ADMINISTRATIVE POWERS: The TRUSTEE herein, or any successor TRUSTEE, of both the trusts herein established shall have the following powers in addition to any powers granted by law, and exercisable without leave of Court, which the TRUSTEE may exercise as often as she may deem advisable and without any liability for loss or depreciation in value and continuing to final termination of all trusts hereunder:

A. To sell or convey all or any part of any real estate which may

at any time be held hereunder at public or private sale and upon such terms as she in her sole discretion may deem advisable, free of all trusts and without any liability on the part of the purchasers to see to the application of the purchase moneys and to satisfy any mortgages belonging to any trust hereunder. The foregoing powers shall also include the power to lease for any term whether for greater or less than the term of any trust and to grant options.

B. To purchase or sell any and all investments at a premium or discount, to grant options or proxies and to enter into voting trust agreements or any other agreements such as merger or recapitalization agreements respecting any trust investment.

C. To purchase as an investment for the trust any assets belonging to GRANTOR'S estate, provided the price paid for such assets does not exceed the fair market value thereof, to make loans to my estate and to continue to hold assets so purchased or loans so made as investments hereunder.

D. To make distributions of the assets of the trust in kind, according to her absolute discretion and at such valuations as she may properly establish therefor.

E. To borrow such sums of money, as may be required for the purposes of the trust, to service the loan by a pledge or mortgage of all or any part of the trust property and to execute, acknowledge and deliver such instruments or documents as may reasonably be required to service the loan. No lender shall be required to inquire into the necessity, expediency or

propriety of such loan or to see to the application of the funds advanced.

F. To employ as custodian or agent a bank or trust company; to appoint such bank or trust company agent to receive and to disburse any monies and to pay all proper credit and charges to said bank for such services.

G. To employ agents, brokers, accountants, attorneys and investment counsel.

8. GENERATION SKIPPING TRANSFER TAXES: The TRUSTEE is authorized and empowered to pay out of any property passing hereunder any generation skipping tax which may be imposed under the Internal Revenue Code and to allocate the exemption therefrom among the trusts and beneficiaries hereunder as she may determine.

9. DISABILITY PROVISION: If at any time that a distribution of income or principal hereunder is due any beneficiary who should be a minor, or who shall have been adjudged to be an incompetent or shall be, in the TRUSTEE'S sole discretion, otherwise unable to apply such income or principal to his or her own best interest and advantage, the title to such distribution shall rest in the beneficiary, but during the existence of such disability such distributable principal or income shall be retained by the TRUSTEE who, in that event, shall hold, invest or re-invest it and use as much of such income or principal as the TRUSTEE in her sole discretion may deem appropriate for the support maintenance, education and welfare of the beneficiary, whether by its payment of bills directly or by payment to such person as the TRUSTEE may select without the intervention of a guardian. The receipt of such

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person, including the person under disability, to whom such payments are made shall be a full release of the TRUSTEE.

10. DECEASE OF BENEFICIARY: Should any beneficiary die prior to distribution to him or her of his or her distributable share of income in accordance with the foregoing terms, distribution of the same shall be made in equal shares among the surviving beneficiaries named in Paragraph 6 hereof.

11. SPENDTHRIFT PROVISION: So long as the income or principal to which any beneficiary may be entitled is in the possession of the TRUSTEE, such share shall not be subject to any legal or equitable process for the collection or enforcement of any debt, judgment or contract of such beneficiary, nor shall any share of principal or income be subject to assignment or anticipation by any BENEFICIARY.

12. SUCCESSOR TRUSTEES: Upon the resignation, incapacity or decease of my TRUSTEE herein appointed, said TRUSTEE shall have the right to appoint in writing one or more successor trustees, who shall have all of the powers, duties, rights and authority of the TRUSTEE herein originally named. This authority to appoint successors shall also include the right of any Trustee in writing prospectively to appoint a successor or successors in event of her or their decease. In default of an effective appointment, any party in interest shall have the right to petition the Orphans' Court of Montgomery County to appoint a Successor Trustee or Trustees.

13. COMPENSATION OF TRUSTEE: Any trustee acting hereunder shall

be entitled to reasonable compensation for her or his or their services.

14. SITU OF TRUST: This Indenture has been entered and accepted in the Commonwealth of Pennsylvania, which is hereby designated as the situs of the trusts herein established and all questions relating to the validity and construction of this Indenture or the administration of the trusts hereunder shall be determined in accordance with the laws of Pennsylvania, regardless of the jurisdiction in which the trust may at any time be administered.

15. WAIVER, BOND: No TRUSTEE signing hereunder shall be required to enter security in any jurisdiction in which she, he, or they may act and no TRUSTEE serving hereunder shall be liable for any loss or depreciation of the trust assets or for any other matter except for intentional acts of recklessness or unlawful acts.

16. IRREVOCABILITY OF TRUST: The GRANTOR has been fully informed as to the nature and consequences of an irrevocable trust and hereby reaffirms her intent that all trusts hereunder shall be irrevocable and not subject to any amendment or alteration.

IN WITNESS WHEREOF, the GRANTOR herein has hereunto set her hand and seal the day and year first above mentioned.

Witness:

J. Schierbeck

A. Elizabeth Schierenbeck (Seal)
A. Elizabeth Schierenbeck

COMMONWEALTH OF PENNSYLVANIA

:

SS.

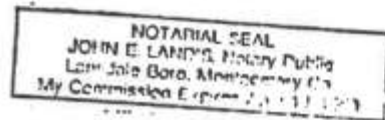
COUNTY OF MONTGOMERY

:

On the 24th day of April, 1989, before me, the undersigned officer, personally appeared A. ELIZABETH SCHIERENBECK, known to me (or satisfactorily proven), to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained and desired th same might be recorded as such.

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

John E. Landry
Notary Public



ACCEPTANCE OF TRUSTEE

I, THERESA B. JAMIESON, the TRUSTEE named in the foregoing Trust Indenture, hereby acknowledge receipt of the trust assets and accepts the powers and duties of TRUSTEE as hereinunder specified and agrees to faithfully discharge my duties hereunder:

Theresa B. Jamieson (Seal)
Theresa B. Jamieson

Witness:

J. A. [Signature]

Date: April 24, 1989

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
47-00-03539-00-3 WORCESTER
STUMP HALL RD
SCHIERENBECK A ELIZABETH
B 015 U 023 L 2 2110 DATE: 06/13/89

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
47-00-01270-00-4 WORCESTER
FROG HOLLOW RD
SCHIERENBECK A ELIZABETH
B 015 U 015 L 1 1430 DATE: 06/13/89

BOOK 4913 2337

ALL THOSE TWO CERTAIN tracts or parcels of land SITUATE on Stump Hall Road, Worcester Township, Montgomery County, Pennsylvania as shown on a Plan of Subdivision prepared for A. Elizabeth Schierenbeck by Herbert H. Metz, Jr., Civil Engineers and Surveyors, Lansdale, Pennsylvania, said plan being dated July 30, 1986, as last revised May 20, 1987, recorded in the Office of the Recorder of Deeds for Montgomery County at Norristown, Pennsylvania in Plan Book A-49, Page 352 and being more fully described as follows:

Tract I

BEGINNING at a point on the Northeasternmost side line of Stump Hall Road (L.R. 46194 - 80 feet ultimate width), said point being the following two (2) courses from a point marking the intersection of the centerline of Stump Hall Road and the centerline of Frog Hollow Road (60 feet wide): (1) along said Stump Hall Road centerline Southeasterly +857 feet more or less to an existing spike; (2) crossing the Northeasternmost side of Stump Hall Road North $42^{\circ}27'$ East, 43.62 feet to the point and place of beginning; thence, from said point of beginning and extending along lands of William and Myrtie Haines, the following two (2) courses: (1) North $42^{\circ}27'$ East, 406.30 feet to a corner; (2) North $19^{\circ}09'43''$ West, 141.77 feet to an angle point in line of lands of Esther Williams; thence, along lands of Esther Williams North $19^{\circ}26'$ West, 757.89 feet to a point on the Southeasternmost side of Frog Hollow Road; thence, along said ultimate right-of-way North $41^{\circ}43'09''$ East, 700.09 feet to a point in the line of lands of James Glasgow; thence, along said lands the following three (3) courses: (1) South $47^{\circ}35'$ East, 1257.82 feet to a point; (2) South $42^{\circ}45'$ West, 473.04 feet to a point near a fence line; (3) South $47^{\circ}00'$ East, 1423.31 feet to an angle point; thence, still extending along said Glasgow lands and also along the lands of Carl and Constance Ferris, Samuel and Genevieve Doak, South $46^{\circ}54'$ East, 603.04 feet to a point on the Northwesternmost side of Valley Forge Road (100 feet wide); thence, extending along said right-of-way South $41^{\circ}01'$ West, 18 feet to a point; thence, extending along lands of Burnace Turnan the following two (2) courses: (1) North $46^{\circ}54'$ West, 603.04 feet to a point and corner; (2) South $41^{\circ}01'$ West, 323.88 feet to a point and corner; thence, along lands of Dorothy McGrane the following three (3) courses: (1) North $52^{\circ}57'$ West, 361.35 feet to an angle point; (2) North $60^{\circ}37'$ West, 254.10 feet to another angle point; (3) North $81^{\circ}07'$ West, 344.85 feet to a point and corner; thence, along lands of Gordon and Theresa Jamieson North $44^{\circ}52'03''$ West, 182.85 feet to a corner of Lots 1 and 2 as shown on said plan; thence, extending along the lands of Lot 2 the following six (6) courses: (1) North $43^{\circ}00'$ East, 575.15 feet to a point and corner; (2) North $47^{\circ}00'$ West, 780.00 feet to a point and corner near a fence line; (3) South $39^{\circ}46'34''$ West, 126.98 feet to an angle point; (4) South $39^{\circ}16'25''$ West, 332.86 feet to an angle point, near a fence line intersection; (5) South $53^{\circ}40'10''$ West, 40.00 feet to another angle point (6) $42^{\circ}27'$ West, 535.94 feet to a point and corner of Lots 1 and 2 on the Northeasternmost side of Stump Hall Road; thence, extending along said right-of-way North $24^{\circ}03'01''$ West, 54.52 feet to a point and place of beginning.

Exhibit A

BOOK 4913-2238

ALL THOSE TWO CERTAIN tracts or parcels of land SITUATE on Stump Hall Road, Worcester Township, Montgomery County, Pennsylvania as shown on a Plan of Subdivision prepared for A. Elizabeth Schierenbeck by Herbert H. Metz, Jr., Civil Engineers and Surveyors, Lansdale, Pennsylvania, said plan being dated July 30, 1986, as last revised May 20, 1987, recorded in the Office of the Recorder of Deeds for Montgomery County at Norristown, Pennsylvania in Plan Book A-48, Page 352 and being more fully described as follows:

Tract I

BEGINNING at a point on the Northeasternmost side line of Stump Hall Road (L.R. 46194 - 80 feet ultimate width), said point being the following two (2) courses from a point marking the intersection of the centerline of Stump Hall Road and the centerline of Frog Hollow Road (60 feet wide): (1) along said Stump Hall Road centerline Southeasterly +857 feet more or less to an existing spike; (2) crossing the Northeasternmost side of Stump Hall Road North $42^{\circ}27'$ East, 43.62 feet to the point and place of beginning; thence, from said point of beginning and extending along lands of William and Myrtle Haines, the following two (2) courses: (1) North $42^{\circ}27'$ East, 406.30 feet to a corner; (2) North $19^{\circ}09'43''$ West, 141.77 feet to an angle point in line of lands of Esther Williams; thence, along lands of Esther Williams North $19^{\circ}26'$ West, 757.89 feet to a point on the Southeasternmost side of Frog Hollow Road; thence, along said ultimate right-of-way North $41^{\circ}43'09''$ East, 700.09 feet to a point in the line of lands of James Glasgow; thence, along said lands the following three (3) courses: (1) South $47^{\circ}35'$ East, 1257.32 feet to a point; (2) South $42^{\circ}45'$ West, 473.04 feet to a point near a fence line; (3) South $47^{\circ}00'$ East, 1423.31 feet to an angle point; thence, still extending along said Glasgow lands and also along the lands of Carl and Constance Ferris, Samuel and Genevieve Doak, South $46^{\circ}54'$ East, 603.04 feet to a point on the Northwesternmost side of Valley Forge Road (100 feet wide); thence, extending along said right-of-way South $41^{\circ}01'$ West, 18 feet to a point; thence, extending along lands of Burneace Turnan the following two (2) courses: (1) North $46^{\circ}54'$ West, 603.04 to a point and corner; (2) South $41^{\circ}01'$ West, 323.88 to a point and corner; thence, along lands of Dorothy McGrane the following three (3) courses: (1) North $52^{\circ}57'$ West, 361.35 feet to an angle point; (2) North $60^{\circ}37'$ West, 254.10 feet to another angle point; (3) North $81^{\circ}07'$ West, 344.85 to a point and corner; thence, along lands of Gordon and Theresa Jamieson North $44^{\circ}52'03''$ West, 182.85 feet to a corner of Lots 1 and 2 as shown on said plan; thence, extending along the lands of Lot 2 the following six (6) courses: (1) North $43^{\circ}00'$ East, 575.15 feet to a point and corner; (2) North $47^{\circ}00'$ West, 780.00 feet to a point and corner near a fence line; (3) South $39^{\circ}46'34''$ West, 126.98 to an angle point; (4) South $39^{\circ}16'25''$ West, 332.86 to an angle point, near a fence line intersection; (5) South $53^{\circ}40'10''$ West, 40.00 feet to another angle point (6) $42^{\circ}27'$ West, 535.94 feet to a point and corner of Lots 1 and 2 on the Northeasternmost side of Stump Hall Road; thence, extending along said right-of-way North $24^{\circ}03'01''$ West, 54.52 feet to a point and place of beginning.

Exhibit A

4913-2238

CONTAINING 35.284 acres.

Under and subject to various easements, rights-of-way and restrictions of record.

BEING Lot No. 1 on the aforesaid plan.

Parcel No. 67-00-01270-004

Tract II

BEGINNING at a point on the Northeasternmost side line of Stump Hall Road (L.R. 46194 - 80 feet wide), said point being the following three (3) courses from a point marking the intersection of the centerline of Stump Hall Road and the centerline of Frog Hollow Road (60 feet wide): (1) along said Stump Hall Road centerline Southeasterly +857 feet more or less to an existing spike found in line of lands of William and Myrtle Haines; (2) leaving the bed of Stump Hall Road North $42^{\circ}27'$ East, 43.62 feet to a point on the Northeasternmost side line of Stump Hall Road; (3) South $24^{\circ}03'01''$ East, 54.52 feet to a point in line of lands being Lots 1 and 2 on said plan to the point and place of beginning; thence, from said point of beginning and extending along lands of Lot 1 and 2 the following six (6) courses: (1) North $42^{\circ}27'$ East, 535.94 feet to an angle point near a fence line; (2) North $53^{\circ}40'10''$ East, 40.00 feet to an angle point near the intersection of two fence lines; (3) North $39^{\circ}16'25''$ East, 332.86 feet to another angle point; (4) North $39^{\circ}46'34''$ East, 126.98 feet to a point and corner; (5) South $47^{\circ}00'$ East, 780.00 feet to a point and corner; (6) South $43^{\circ}00'$ West, 575.15 to a point and corner of said Lots 1 and 2; thence, along the lands of Gordon and Theresa Jamieson the following two (2) courses: (1) North $44^{\circ}52'03''$ West, 437.15 feet to a point and corner; (2) South $42^{\circ}43'11''$ West, 127.80 feet to a point and corner of Lot 2 and 3; thence, along the lands of Lot 3 the following two (2) courses: (1) North $47^{\circ}16'49''$ West, 270.59 feet to a point and corner; (2) South $42^{\circ}27'$ West, 357.43 feet to a point on the Northeasternmost side of Stump Hall Road; thence, North $24^{\circ}03'01''$ West, 54.52 feet along said right-of-way to a point and place of beginning.

CONTAINING 11.246 acres.

Under and subject to various easements, rights-of-way and restrictions of record.

BEING Lot No. 2 on the aforesaid Plan.

Parcel No. 67-00-03538-0003

Being as to both of the above Tracts No. I and II, a part of the same premises which John McClay and Margaret McClay, his wife, by Deed dated August 28, 1951 and recorded in the Office of the Recorder of Deeds of Montgomery County at Norristown, Pennsylvania, in Deed Book 2208, Page 229, granted and conveyed to A. Elizabeth Schierenbeck, Grantor herein.

Exhibit A (continued)

BY 4913 2039

<p>LANDIS, KERNS & HOPKINS ATTORNEYS AT LAW 425 W. MAIN STREET LANSDALE, PENNSYLVANIA 19440</p>	<p>IRREVOCABLE DEED OF TRUST</p>	<p>A. ELIZABETH SCHIERENBECK, Grantor</p> <p>and</p> <p>THERESA B. JAMIESON, Trustee</p>
--	---	--

Montgomery County, SS
 Brought in the office for recording of deeds & ...
 for said deeds ...
 Fee 2289 & ...
 and cost of office



JUN 13 1989

Maryanne P. ...
 Recorder

EX 4913-2240

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

**ADDITIONAL LANDS ADDED TO
AGRICULTURAL SECURITY AREA**

RESOLUTION NO. 04-18

WHEREAS, the Board of Supervisors of Worcester Township (the "Township") has previously established an Agricultural Security Area according to the Agricultural Security Law (3 P.S. Sections 901-915) (the "Act"); and

WHEREAS, the Board of Supervisors of Worcester Township has received an application from Stephen T. Palmer, Jr., Bruce B. Palmer, Wayne L. Palmer and Roberta P. Body ("Applicants") to add three parcels of land with a combined total of 55.16± acres in Worcester Township (consisting of a 49.12± acre parcel located on Skippack Pike in Worcester Township and further identified as Montgomery County Tax Parcel No. 67-00-03223-004, a 2.24± acre parcel located at 2920 Skippack Pike in Worcester Township and further identified as Montgomery County Tax Parcel No. 67-00-03427-007 and a 3.8± acre parcel located at 2928 Skippack Pike in Worcester Township and further identified as Montgomery County Tax Parcel No. 67-00-03424-001) to the Agricultural Security Area; and

WHEREAS, the Board of Supervisors of Worcester Township has received a report from the Worcester Township Planning Commission recommending that the Applicants' land be included in the Agricultural Security Area; and

WHEREAS, the Worcester Township Board of Supervisors duly published Notice of the Applicants' application to be included in the Agricultural Security Area in accordance with §906(c) of the Act.

WHEREAS, the Worcester Township Board of Supervisors has not received any written objections to the application for inclusion of the Applicants' land in the Agricultural Security Area, nor has the Township received any written proposals for amendments, additions or deletions to Applicants' proposal; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Worcester Township that:

1. Applicants' properties, as described in the Deeds attached hereto as Exhibit "A", shall hereafter be included in the Worcester Township Agricultural Security Area.
2. Within ten (10) days of the date of this Resolution, the Township shall file a description of the property to be included in the Agricultural Security Area with the Montgomery County Recorder of Deeds (who shall record the description), the Montgomery County Planning Commission and at the Worcester Township Administrative Building in accordance with Section 908(d) of the Act.
3. This Resolution shall become effective upon the date hereof.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on April 21, 2004.

WORCESTER TOWNSHIP

By: Chase E. Kneeland
Chase E. Kneeland, Vice ~~FRANK L. DAVEY~~, Chairman,
Board of Supervisors

Attest: John R. Harris
JOHN R. HARRIS, Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF MONTGOMERY :

On this, the 22ND day of APRIL, 2004, before me, the undersigned officer, a Notary Public, personally appeared ^{Chase E. Kneeland} ~~Frank E. Davey~~, who acknowledged himself to be Vice the Chairman of the Board of Supervisors of Worcester Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Barbara S. Calozzo
Notary Public

My Commission expires:

Notarial Seal
Barbara S. Calozzo, Notary Public
Worcester Twp., Montgomery County
My Commission Expires Oct. 30, 2004
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

REALTY TRANS TAX PAID
STATE _____
LOCAL _____
PER <input checked="" type="checkbox"/>

STATE TAX
AFFIDAVIT
FILED

Fee Simple Deed No. 752-S

Printed for and Sold by John C. Clark Co., 1326 Walnut St., Phila

This Indenture Made the 17th day of
 March in the year of our Lord two thousand and three (2003)

Between **ROBERTA C. PALMER**

(hereinafter called the Grantor), of the one part, and

STEPHEN T. PALMER, JR., BRUCE B. PALMER, WAYNE L. PALMER and ROBERTA P. BODY

(hereinafter called the GranteeS), of the other part.

Witnesseth That the said Grantor -----

----- for and in consideration of the sum of
 One (\$1.00) Dollar ----- lawful
 money of the United States of America, unto her well and truly paid
 by the said GranteeS, at or before the sealing and delivery hereof, the receipt whereof
 is hereby acknowledged, has granted, bargained and sold, released and
 confirmed, and by these presents does grant, bargain and sell, release and
 confirm unto the said Grantee S, their heirs and assigns, each holding title to an
 undivided one-fourth interest as tenants in common in and to

PREMISES "A" - ALL THAT CERTAIN tract or piece of land, Situate in the Town-
 ship of Worcester, County of Montgomery and State of Pennsylvania, bounded and
 described in accordance with a Plan thereof made by David Meixner, Civil Engineer,
 dated June 4, 1964 and last revised June 22, 1965, as follows, to wit:

BEGINNING at a point set in the bed of Skippack Pike, a corner of premises
 hereinafter described at the distance of 1312.59 feet measured along the South side of
 Skippack Pike from its intersection with the center line of Valley Forge Road (50 feet
 wide); thence extending through the bed of Skippack Pike, the following two courses
 and distances, viz: (1) South 51 degrees 24 minutes East 313.79 feet to a point; and (2)
 South 50 degrees 18 minutes East 16.50 feet to an iron pin; thence extending along
 lands now or late of Ellis D. Anders, the following four courses and distances, viz: (1)
 South 41 degrees 40 minutes 30 seconds West 251.96 feet to an iron pin; (2) North 49
 degrees 30 minutes West 250.80 feet to a stone; (3) South 40 degrees 18 minutes West
 165 feet to an axle; and (4) North 68 degrees 52 minutes West 87.80 feet to a point a

DB 5450 PG 1522

03 MAR 24 PM 2:01

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corner of the hereinafter described premises; and thence extending along the same, North 41 degrees 34 minutes East 435.47 feet to the first mentioned point and place of beginning.

PREMISES "B" - ALL THAT CERTAIN tract or piece of land, Situate in the Township of Worcester, County of Montgomery and State of Pennsylvania, bounded and described according to a survey and plan thereof made by Howard F. Meixner, Registered Surveyor, Collegeville, Pennsylvania on September 28, 1954 and revised October 14, 1954 as follows, to wit:

BEGINNING at a point in the middle line of Skippack Pike (40 feet wide) at the distance of 992.59 feet, Southeastwardly from the intersection of the middle line of Skippack Pike with the middle line of Valley Forge Road, a corner of land now or late of Merrill King; thence extending along the middle line of Skippack Pike, South 50 degrees 32 minutes East 320 feet to a point, a corner of land now or late of William S. Bishop; thence along said land, South 40 degrees 45 minutes West 433.7 feet to a point in line of land now or late of Ellis Anders; thence along said land, North 69 degrees 35 minutes West 338.4 feet to a point, a corner of land now or late of Merrill King aforesaid; thence along said land, North 40 degrees 45 minutes East 544.5 feet to the place of beginning.

CONTAINING 6.039 acres.

BEING the same premises which William E. Murphy and Ruth S. Murphy, his wife, by deed dated May 3, 1966 and recorded in Montgomery County Deed Book 3426 page 1119 granted and conveyed unto Stephen T. Palmer and Roberta C. Palmer, his wife, as tenants by the entireties;

AND WHEREAS the said Stephen T. Palmer departed this life on November 13, 1972 whereby title to the above described premises vested in his surviving wife Roberta C. Palmer as surviving tenant by the entireties.

BEING tax parcel numbers 67-00-03427-007 and 67-00-03424-001.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
67-00-03427-00-7 WORCESTER
SKIPPACK PIKE
PALMER ROBERTA S
B 018 U 004 L 2108 DATE: 03/24/03

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
67-00-03424-00-1 WORCESTER
SKIPPACK PIKE
PALMER ROBERTA C
B 018 U 018 L 2108 DATE: 03/24/03

DB 5450PG1523

Together with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof: and all the estate, right, title, interest, property, claim and demand whatsoever of

the said grantor, as well at law as in equity, of, in, and to the same.

To have and to hold the said lot or piece of ground described

and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said GranteeS, **their** heirs and assigns, to and for the only proper use and behoof of the said GranteeS, **their** heirs and assigns forever, each Grantee holding title to an undivided one-fourth interest as tenants in common.

And the said Grantor, her

heirs,

executors and administrators do said GranteeS, **their** heirs and assigns, by these presents, that **she** the said Grantor and **her** heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said GranteeS, **their** heirs and assigns, against **her**, the said Grantor and **her** heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under **her** as Grantor or any of them, shall and will

WARRANT and forever DEFEND.

In Witness Whereof, the party of the first part as Grantor **her** hand and seal . Dated the day and year first above written. hereunto setS

Sealed and Delivered
IN THE PRESENCE OF US:

Roberta C. Palmer
Roberta C. Palmer



DB 5450 PG 1524

STATE TAX
AFFIDAVIT
FILED

This Instrument Made the

14th day of December in the year of our Lord
one thousand nine hundred and seventy-six (1976)

Between ROBERTA C. PALMER, of Skippack Pike, Worcester, Pennsyl-
vania, party of the first part, as Grantor

and

STEPHEN T. PALMER, JR. of Gwynedd Valley, Pennsylvania; and BRUCE B.
PALMER of Gwynedd Valley, Pennsylvania; and WAYNE L. PALMER of
Gwynedd Valley, Pennsylvania; and ~~STEPHEN T. PALMER, JR., BRUCE B.
PALMER and WAYNE L. PALMER as Trustees for ROBERTA C. PALMER~~ under
~~agreement of trust dated 1976~~, as Grantees, parties

of the second part: **Witnesseth**, That the said part y of the first part, for and in
consideration of the sum of One (\$1.00) Dollar

lawful money of the United States of America, well and truly paid by the said part 1EB of the second part
to the said part y of the first part, at and before the enrolling and delivery of these presents, the receipt
whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and
confirmed and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm
unto the said parties of the second part, their heirs, successors and assigns, said Grantees
each holding title to an undivided one-fourth interest as tenants
in common

ALL THAT CERTAIN message and tract of land situate in Worcester
Township, Montgomery County, Pennsylvania, bounded and described
according to a survey thereof by Stanley F. Moyer, R. E., made in
April, 1943, as follows:

BEGINNING at a point, the intersection of the center lines of
Skippack Pike (Route 73) and Valley Forge Road (Route 363); thence
along the middle line of said Valley Forge Road the three following
courses and distances viz: North thirty-eight degrees thirty-four
minutes East one thousand three hundred fifty-six and three-tenths
feet, North forty-seven degrees ten minutes East three hundred twenty-
eight and ninety-four one-hundredths feet and North fifty-five degrees
fifty-seven minutes East one hundred forty-eight and fifteen one-
hundredths feet to a point in line of land of Robert K. Geyer; thence
along the same and land of Alfred Kennedy South sixty-three degrees
fifteen minutes East five hundred thirty-eight and thirty-six hundredths
feet to an iron pin in line of land of Electric Realty Corporation;
thence along the same South thirty-three degrees fifty minutes East
three hundred thirty-six and eighteen one-hundredths feet to an iron
pin in line of land of Oscar Rothenberger; thence along the same and
land of William Seipp and now or late of Elizabeth Geyer South thirty-
one degrees seventeen minutes West one thousand eight hundred eighty-
five and sixty-eight one-hundredths feet to a point in the middle of
said Skippack Pike; thence along the middle line thereof North forty-
nine degrees thirty-five minutes West one thousand one hundred eighty
and fifty-eight one-hundredths feet to the middle line of Valley Forge
Road, the place of BEGINNING. Containing forty-five and four hundred
ninety-six one-thousandths Acres of land more or less.

BEING the same premises which Jacob L. Heebner and Stella D.
Heebner, his wife, by deed dated January 31, 1944 and recorded in the
Recorder of Deeds Office of Montgomery County in Deed Book 1568 P. 111
granted and conveyed unto Stephen T. Palmer and Roberta C. Palmer, his
wife, in fee.

ALSO ALL THAT CERTAIN lot or piece of ground, Situate in the
Township of Worcester, County of Montgomery, Commonwealth of Pennsyl-
vania, described according to a survey or plan of Property for

Dec 14 11 PM '76

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BEGINNING at an interior point, which point is measured North 31 degrees 2 minutes East 514.97 feet from a point in the center line of Skippack Pike, 50 feet wide, which last mentioned point is measured South 49 degrees 55 minutes East 1178.32 feet from the center line of Valley Forge Road (50 feet wide), thence extending from said point of beginning along line of lands now or late of Stephen T. Palmer North 31 degrees 2 minutes East 1373.33 feet to a point, a pipe set in the Southwesterly side of a Philadelphia Electric Company right of way, thence extending along the same the following two courses and distances, viz: (1) South 34 degrees 11 minutes East 153.67 feet to an iron pin and (2) South 5 degrees 21 minutes East 562.59 feet to a pipe, thence extending along lands now or late of Herbert R. Shearer, South 32 degrees 12 minutes 30 seconds West 864.56 feet to a point, a corner of other lands of which these premises were formerly a part, thence extending along the same North 57 degrees 56 minutes West 455.76 feet to the first mentioned point and place of beginning.

BEING the same premises which William E. Murphy and Ruth S. Murphy, his wife, by Indenture bearing date the 23rd day of June, 1964 and recorded at Norristown, Pa. in Deed Book 3334 page 988 granted and conveyed to Stephen T. Palmer and Roberta C. Palmer, his wife, in fee.

EXCEPTING THEREFROM ALL THAT CERTAIN strip or parcel of ground, situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Boucher and James, Inc., Engineers, dated July 11, 1968, as follows:

BEGINNING at a point on the middle line of Valley Forge Road, Route 363, at a corner common to ground of Stephen T. Palmer, et ux, herein described, and ground now or late of Gertrude E. Steelman and extending thence from said point of beginning along ground now or late of Gertrude E. Steelman the two (2) following courses and distances: (1) S. 68° 24' 50" E. 304.62 feet to a point on the line established by Philadelphia Electric Company as the center line of its proposed transmission line right of way and (2) continuing S 68° 24' 50" E. 203.08 feet to a point on the Southwesterly right of way line of Philadelphia Electric Company's existing transmission line right of way at a corner common to ground herein described and ground now or late of Gertrude E. Steelman said point being at the distance of 100 feet measured northeastwardly from and at right angles to the aforementioned center line; thence along the aforementioned southwesterly right of way line on a line parallel with and 100 feet distant measured northeastwardly from and at right angles to the aforementioned center line the two (2) following courses and distances: (1) S. 38° 54' 50" E. 489.85 feet to a point and (2) S. 10° 7' 06" E. 562.59 feet to a point a corner common to ground herein described and ground now or late of Albert G. Bobb; thence along the last mentioned ground the two (2) following courses and distances: (1) S. 27° 05' 24" W. 165.37 feet to a point on the aforementioned center line and (2) continuing S 27° 05' 24" W. 248.05 feet to a point, said point being at the distance of 150 feet measured southwestwardly from and at right angles to the aforementioned center line; thence through ground of Stephen T. Palmer, et ux, of which this is a part, on a line parallel with and 150 feet distant measured southwestwardly from and at right angles to the aforementioned center line the two (2) following courses and distances: (1) N. 10° 07' 06" W. 827.67 feet to a point and (2) N. 38° 54' 50" W. 867.53 feet to the first mentioned point and place of beginning.

CONTAINING 7.885 acres, more or less.

BEING the same premises which Stephen T. Palmer and Robert C. Palmer, his wife, by Indenture bearing date the 29th day of July 1968 and recorded at Norristown, Pa. in Deed Book 3520, page 975, granted and conveyed to Philadelphia Electric Company, a corporation, in fee.

CONTAINING 49.128 acres, more or less.

AND THE SAID Stephen T. Palmer one of the grantees therein named departed this life on or about November 13, 1972 whereby title to the above described premises vested in his surviving wife, Roberta C. Palmer, by right of survivorship.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversions; remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof: And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said part y of the first part, of, in, and to the said premises, with the appurtenances:

REALTY TRANS. TAX PAID	
STATE	_____
LOCAL	_____
PER	<i>W. C. P.</i>

To have and to hold the said premises, with all and singular the appurtenances unto the said part ies of the second part, their heirs, successors and assigns, to the only proper use, benefit and behoof of the said part ies of the second part, their heirs, successors and assigns forever, each Gantee holding title to an undivided one-fourth interest as tenants in common.

And the said party of the first part, her heirs, executors and administrators, do by these presents, covenant, grant and agree, to and with the said part ies of the second part, their heirs, successors and assigns forever, that the said party of the first part, her heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said part ies of the second part, their heirs and assigns, against the said party of the first part, her heirs, and against all and every other person or persons, whomsoever lawfully claiming or to claim the same or any part thereof, under her, the party of the first part

WARRANT and forever DEFEND.

SHALL and WILL

In witness whereof, the said part Y of the first part to these presents, does hereunto set her hand and seal Dated the day and year first above written.

Signed, Sealed and Delivered }
IN THE PRESENCE OF US

This transfer is from parent to children

J. Brooke Alm

Roberta C. Palmer 
Roberta C. Palmer



State of Pennsylvania
County of Montgomery

On the 14th day of December, 1976 before me,
a notary public residing in Norristown, Pennsylvania
the undersigned officer, personally appeared Roberta C. Palmer

known to me (or satisfactorily proven) to be the persons whose names is subscribed to the
within instrument, and acknowledged that s/he executed the same for the
purposes therein contained, and desired the same might be recorded as such.

In Witness Whereof, I hereunto set my hand and official seal.

The address of the within-named Grantees

Palmer Products, Inc.
Worcester Pa. 19490

On behalf of the Grantee

Adelaide Fox

ADELAIDE FOX - Notary Public
NORRISTOWN, MONTG. CO., PA.
My Commission Expires Jan. 23, 1978

Title of Officer

Deed.

ROBERTA C. PALMER

to

STEPHEN T. PALMER, JR.

BRUCE B. PALMER

WAYNE L. PALMER

~~STEPHEN T. PALMER, JR.~~

~~BRUCE B. PALMER~~ and

~~WAYNE L. PALMER, as trustee~~

for ROBERTA P. BODY

1974 John C. Clark Co., Phila. 734

Premises: Valley Forge Road
and Skippack Pike,
Worcester, Montgomery
County, Pa.

Smith, Aker, Grossman,
Hollinger & Jenkins
60 E. Penn Street
Norristown, Pa. 19404

Recorded, in the Office for the Recording of Deeds in and for Montgomery County

In Deed Book

No. 4164

page 542

&c.

Witness my hand and seal of Office this

14th

day of December

Anno Domini 1976

Recorder

Deputy Recorder

Sullivan J. Askie Jr.

Recorder

300K 4164 PC 545

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2004 -19

**A RESOLUTION CLOSING OUT COMMUNITY CONSERVATION
PARTNERSHIPS
GRANT PROJECT (BRC-TAG-6-202)**

WHEREAS, the Worcester Township Board of Supervisors has prepared a Community Greenway Plan for the Worcester Township area; and, **WHEREAS**, the purpose of the Plan is to identify and plan for pedestrian, bicycle, equestrian and other non-motorized linkages throughout the Township; and, **WHEREAS**, the Plan was financed in part by a Community Conservation Partnerships Program grant under the administration of the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation, under contract number **BRC-TAG-6-202**.

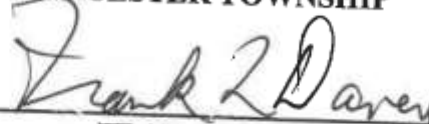
NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of Worcester Township that:

- a. The project was completed in accordance with the Grant Agreement.
- b. All project expenditures have been made and were in accordance with the Grant Agreement.
- c. The Plan is acceptable to the Board of Supervisors of Worcester Township.
- d. The Plan will be used to guide future acquisition, development and/or conservation initiatives.

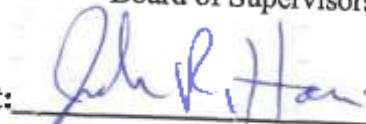
ADOPTED THIS 19th DAY OF MAY, 2004, by:

WORCESTER TOWNSHIP

By: _____


FRANK L. DAVEY, Chairman
Board of Supervisors

Attest: _____


JOHN R. HARRIS, Secretary
Board of Supervisors

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2004-20

CURTIS TRACT SUBDIVISION

Acceptance of Wentz Church Road Right-of-Way

WHEREAS, ALTON KENNETH CURTIS and WILLIAM K. CURTIS, ("Grantor") is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the "Premises") which land has been subdivided; and

WHEREAS, the Grantor, for and in consideration of One Dollar (\$1.00), desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment the right-of-way along Wentz Church Road; and

WHEREAS, the Grantee, by accepting the Deed of Dedication and recording said Deed and this Resolution, accepts the parcel of ground, more particularly described in Exhibit "A" attached hereto and made a part hereof, as and for a public road or highway.

NOW, THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors accepts the Deed of Dedication for the described property to have and to hold, forever, as for a public road or highway, together with the sanitary sewer lines constructed thereunder (if any), and with the same effect as if the said road had been opened by a Decree of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

LEGAL DESCRIPTION

EXHIBIT "A"

APPROVED this 19th day of May, 2004, by the Board of Supervisors of
Worcester Township for acceptance and recording.

WORCESTER TOWNSHIP

By: Frank L. Davey
FRANK L. DAVEY, Chairman
Board of Supervisors

Attest: J. Harris
JOHN R. HARRIS, Secretary



April 12, 2004

**LEGAL DESCRIPTION
ULTIMATE RIGHT-OF-WAY
PROJECT #320 - "CURTIS TRACT"**

ALL THAT CERTAIN tract or parcel of ground situate in Worcester Township, Montgomery County, Pennsylvania, being shown as the ultimate Right-of-Way on a "Final Subdivision Plan as part of the Curtis Tract, Sheet 1 of 5, prepared for William Curtis", by Hibbein Engineering Company, L.L.C., dated March 28, 2003 last revised February 19, 2004 and being more fully described as follows:

BEGINNING at a spike set on the title line in the bed of Wentz Church Road (16.5 feet half-width to be widened on its Southeasterly side to a 30 feet half-width from said title line), said beginning point being a corner of lands now or late of Robert W. and Joan Snyder; said point being measured approximately 863 feet, more or less, from the center line of Skippack Pike.

THENCE, from said beginning point and extending along said title line the following two (2) courses: (1) North 40°23'03" East, 478.96 feet to an angle point; (2) North 42°07'40" East, 156.12 feet to an angle point, said point being located along the dividing line between Lot 1 and the lands of N/F Timothy V. and Roberta R. Olah; **thence**, extending along said dividing line South 49°28'07" East, 30.00 feet to an angle point, said point being on the ultimate right-of-way; **thence**, extending through the lands of Lot 1 as described on the aforesaid Final Subdivision Plan the following five (5) courses: (1) South 42°07'19" East, 117.02 feet to an angle point; (2) North 47°52'20" West, 20.30 feet to an angle point; (3) South 40°23'03" West, 134.19 to an angle point; (4) South 47°52'20" East, 19.10 feet to an angle point; (5) South 40°23'03" West, 128.81 to a point, said point being located along the dividing line between Lot 1 and Lot 2; **thence** continuing through the lands of Lot 2, South 40°23'03" West, 255.00 feet to an angle point, said point being located along the dividing line between Lot 2 and the lands of N/F Robert W. and Joan Snyder; **thence** along said dividing line North 49°27'31" West, 30.00 feet to the point and place of beginning.

CONTAINING 16,465 square feet, be the same, more or less.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 04-21

**BALDRIDGE REAL ESTATE, INC.
(ECKERD)**

PRELIMINARY LAND DEVELOPMENT APPROVAL

WHEREAS, BALDRIDGE REAL ESTATE, INC. ("Developer") is the owner and developer of a certain tract of land situate in Worcester Township with frontage on Valley Forge Road and Germantown Pike consisting of 1.81± acres (the "Development"), which is more particularly shown on plans prepared by Bohler Engineering, Inc., being plans consisting of twelve (12) sheets dated November 18, 2003, with a last revision date being April 12, 2004 (the "Plans"), setting forth the proposed development of an Eckerd Pharmacy in accordance with those Plans; and

WHEREAS, the Plans hereinabove described are being incorporated into this preliminary approval by reference as set forth on the Schedule of Plans attached hereto as Exhibit "A"; and

WHEREAS, the Developer desires to obtain preliminary land development approval of the Plans from Worcester Township (the "Township") in accordance with Section 508 of the Pennsylvania Municipalities Planning Code;

NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby grants preliminary approval of the Development as shown on the Plans subject, however, to the following conditions:

1. The retail store shall be closed to customers between the hours of 12:00 midnight and 6:00 a.m. Additionally, no outdoor lights (other than security lights) nor signage shall be illuminated during this time. There shall be no deliveries of merchandise to the retail store

between the hours of 12:00 midnight and 6:00 a.m. The property shall be deed restricted to reflect these restrictions.

2. The final architectural plans for the building façade must be similar in design to the architectural building plans previously submitted to Worcester Township which shall be revised to the satisfaction of the Worcester Township Board of Supervisors prior to final plan approval.

3. Prior to final land development approval, Developer shall resolve to the satisfaction of the Worcester Township Board of Supervisors and the Township Engineer, all issues set forth in the Township Engineer's review letter dated April 28, 2004 and all subsequent review letters of the Township Engineer.

4. Prior to final land development approval, Developer shall obtain and deliver to Township all appropriate permits and approvals required for the development of the property from all agencies or bodies having jurisdiction over this Development.

5. At or before final land development approval, Developer shall provide Township with detailed metes and bounds descriptions of all applicable utility easements and/or access easements being reserved over any of the lots of the Development. In addition, Developer shall provide Township with true and correct copies of any utility easement, including stormwater, over adjacent properties which easements may be necessary for the development to adequately serve the lots with such facilities.

6. Although the maintenance of all detention basins and surface stormwater drainage facilities and easements shall be the responsibility of the property owner on whose property said facilities and easements are located, Developer shall, prior or simultaneous with final subdivision approval, reserve easements in favor of the Township on an easement form to be provided by the Township Solicitor so that the drainage facilities may be maintained by the

Township with all expenses being charged to the appropriate property owner in the event that the maintenance responsibilities of the said property owners are not fulfilled after reasonable notice from the Township to do so.

7. No waivers from any applicable provisions of the Worcester Township Subdivision and Land Development Ordinance are intended to be granted by virtue of this Preliminary Approval unless such waiver requests are specifically granted herein. Any proposed design or construction on the Plans which would otherwise require a waiver by the Board of Supervisors and which has not been specifically granted hereby, must be addressed to the discretion of the Board of Supervisors prior to final plan approval.

8. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon an approval. In the absence of an appeal filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Applicant.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on May 19, 2004.

WORCESTER TOWNSHIP

By: Frank L. Davey
Frank L. Davey, Chairman
Board of Supervisors

Attest: J. Harris
John R. Harris, Secretary

SCHEDULE OF PLANS

Sheet No.	Sheet Title	Origination Date	Date Last Revised
1	Site Plan	11/18/03	4/12/04
2	Existing Conditions and Demolition Plan	11/18/03	4/12/04
3	Grading Plan	11/18/03	4/12/04
4	Utility Plan	11/18/03	4/12/04
5	Landscape Plan	11/18/03	4/12/04
6	Lighting Plan	11/18/03	4/12/04
7	Erosion and Sediment Control Plan	11/18/03	4/12/04
8	Post Construction Storm Water Management Plan	11/18/03	4/12/04
9	Details	11/18/03	4/12/04
10	Details	11/18/03	4/12/04
11	Details	11/18/03	4/12/04
12	Details	11/18/03	4/12/04

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 04 - 22

CANE PROPERTY (LOT LINE ADJUSTMENT)

PRELIMINARY/FINAL SUBDIVISION APPROVAL

WHEREAS, VINCENT and BARBARA CANE (hereinafter collectively referred to as the "Developer") are the owners and developers of a certain tract of land consisting of 9.406 ± gross acres situate in Worcester Township for which certain lot line adjustments are proposed (the "Development"); and

WHEREAS, the Development is more particularly shown on a Plan prepared by Czop/Specter, Inc., being a plan consisting of one (1) sheet dated March 24, 2004, with no revisions (the "Plan"); and

WHEREAS, the proposed lot line adjustments are more particularly set forth on the Plan and summarized as follows:

- Lot 2 to be joined in Common Deed with Block 5, Units 17, 18 and 27;
- Lot 3 to be joined in Common Deed with Block 5, Units 12 and 13;
- Lot 4 to be joined in Common Deed with Block 4, Unit 14.

WHEREAS, Developer desires to obtain final subdivision approval of the Plan from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED, that Worcester Township hereby grants final subdivision approval of the Development as shown on the Plan described subject, however, to the following conditions:

1. The deeds of conveyance to accomplish the lot line adjustments shall be prepared, executed and recorded in strict accordance with the content of the Plan, notes on the Plan and the terms and conditions of this Final Approval Resolution.
2. The cost of accomplishing, satisfying and meeting all the terms and conditions and requirements of the Plan, notes to the Plan and this Final Approval Resolution shall be born entirely by the Developer and shall be at no cost to the Township.
3. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.
4. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal of a notice of rejection filed in writing within thirty (30) days from the date of this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this resolution, this approval shall be deemed to have been automatically rescinded.

5. Consistent with Section 513 of the Pennsylvania Municipalities Planning Code, it shall be the responsibility of the Developer to deliver the requisite number of original, executed Record Plans to the Township in sufficient time that such Plan may be recorded at the Montgomery County Recorder of Deeds Office within ninety (90) days from the date of final approval. Failure to deliver such properly executed Plan to the Township within this time frame may render the approval of the Plan null and void.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on May 19, 2004.

WORCESTER TOWNSHIP

By: Frank L. Davey
Frank L. Davey, Chairman, Board of Supervisors

Attest: John R. Harris
John R. Harris, Secretary

*WORCESTER TOWNSHIP BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA*

RESOLUTION NO. 04-23

***ANDREW BUCK
EAGLE SCOUT***

WHEREAS, Andrew Buck, after many years of dedication and exemplary hard work, has attained the rank of EAGLE SCOUT; and

WHEREAS, the Board of Supervisors of Worcester Township desires to recognize the achievement of this distinguished goal by Andrew Buck.

NOW THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors hereby commends Andrew Buck for becoming an asset to Boy Scout Troop 622, the Township of Worcester and his family.

APPROVED, this 16th day of June, 2004 by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

By:

Frank L. Davey
FRANK L. DAVEY, CHAIRMAN

John R. Harris
JOHN R. HARRIS, SECRETARY

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 04-24

THE COCCIO TRACT

AMENDED FINAL SUBDIVISION APPROVAL

WHEREAS, ERNEST COCCIO, (“Developer”) is the owner and developer of a certain tract of land situate in Worcester Township with frontage on Quarry Hall Road consisting of 6.48 ± acres (the “Development”), which was approved for subdivision into two (2) lots pursuant to Resolution No. 04-13 dated March 17, 2004 as shown on plans prepared by Hopkins & Scott, Inc., being plans consisting of two (2) sheets dated June 16, 2003, with a last revision date being September 16, 2003 (the “Plans”); and

WHEREAS, the Plans depicted a conventional storm water detention basin and Developer now desires to construct a naturalized detention basin; and

WHEREAS, Developer has submitted a revised sheet 2 of the Plans, which was last revised May 10, 2004 by Hopkins & Scott, Inc. (the “Amended Plan”); and

WHEREAS, the Developer desires to obtain final subdivision approval of the Amended Plan from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code;

NOW, THEREFORE, BE IT RESOLVED, that Worcester Township hereby grants final approval of the Development as shown on the Plans and as modified by the Amended Plan, subject, however, to the following conditions:

1. All conditions set forth in Final Approval Resolution No. 2004-13 adopted March 17, 2004 granting final approval to the Plans are hereby incorporated by reference as set

forth at length and shall remain in full force and effect and shall also apply to the Amended Plan depicting the naturalized detention basin.

2. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal of a notice of rejection filed in writing within thirty (30) days from the date of this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this resolution, this approval shall be deemed to have been automatically rescinded.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on June 16, 2004.

WORCESTER TOWNSHIP

By: Frank L. Davey
FRANK L. DAVEY, Chairman
Board of Supervisors

Attest: John L. Harris
JOHN L. HARRIS, Secretary

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 04 -25

SANTANGELO TRACT

PRELIMINARY/FINAL SUBDIVISION APPROVAL

WHEREAS, ANTHONY C. SANTANGELO ("Developer") is the owner and developer of a certain tract of land situate in Worcester Township with frontage on Berks Road (the "Development"), which is more particularly shown on plans prepared by Robert E. Blue Consulting Engineers, P.C., being plans consisting of one (1) sheet dated September 10, 2003, with a last revision date of May 1, 2004 (the "Plans"), setting forth the proposed subdivision of the tract into two (2) residential building lots in accordance with those Plans; and

WHEREAS, the Plans hereinabove described are being incorporated into this Preliminary/Final Subdivision Approval by reference; and

WHEREAS, the Developer desires to obtain preliminary/final subdivision approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code;

NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby grants preliminary/final subdivision approval of the Development as shown on the Plans subject, however, to the following conditions:

1. Prior to the recording of the Plans, Developer shall provide copies to Township of all permits and approvals required by any agency or governmental body having jurisdiction in any manner over the Development.

2. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the lot owner on whose lot said facilities are located, Developer shall, prior to the Township executing the Plans, reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of the individual lot owners are not fulfilled after reasonable notice to do so.

3. The Development shall be constructed in strict accordance with the content of the Plans, Notes on the Plans, the Zoning Hearing Board Decision and Order dated October 28, 2003, the Conditional Use Decision and Order dated April 21, 2004 and this Preliminary/Final Approval, the entire contents of which are incorporated herein by reference.

4. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans, the aforementioned Zoning Hearing Board Decision and Order, the aforementioned Conditional Use Decision and Order and this Preliminary/Final Subdivision Approval shall be borne entirely by the Developer and shall be at no cost to the Township.

5. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual building lots themselves) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

6. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

7. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this resolution, this approval shall be deemed to have been automatically rescinded.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on June 16, 2004.

WORCESTER TOWNSHIP

By: Frank L. Davey
FRANK L. DAVEY, Chairman,
Board of Supervisors

Attest: John R. Harris
JOHN R. HARRIS, Secretary

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 04 -26

VINCENT CANE TRACT

FINAL SUBDIVISION APPROVAL

WHEREAS, VINCENT CANE ("Developer") is the owner and developer of a certain tract of land situate in Worcester Township with frontage on Artmar Road and Ethel Avenue consisting of 9.406 ± acres (the "Development"), which is more particularly shown on plans prepared by Czop/Spector, Inc., being plans consisting of eleven (11) sheets dated October 20, 1999, with a last revision date as set forth on Exhibit "A" (the "Plans"), setting forth the proposed subdivision of the tract into 13 residential building lots in accordance with those Plans; and

WHEREAS, the Plans hereinabove described are being incorporated into this Final Subdivision Approval by reference; and

WHEREAS, the Developer desires to obtain final subdivision approval of the Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code;

NOW, THEREFORE, BE IT RESOLVED, that Worcester Township hereby grants final subdivision approval of the Development as shown on the Plans subject, however, to the following conditions:

1. Prior to the recording of the Plans, Developer shall provide copies to Township of all permits and approvals required by any agency or governmental body having jurisdiction over the Development.

2. The Plans are subject to review by the Worcester Township Fire Chief and Developer shall install fire hydrants at all locations deemed appropriate by the Fire Chief.

3. The names of any streets proposed by Developer are subject to review by the Worcester Township Board of Supervisors and the Board may assign different names to streets as deemed appropriate or desirable.

4. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the lot owner on whose lot said facilities are located, Developer shall, prior to the Township executing the Plans, reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of the individual lot owners are not fulfilled after reasonable notice to do so.

5. Prior to the Township's execution of the Plans, Developer agrees to execute a Development Agreement with Worcester Township in which the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

6. The Development shall be constructed in strict accordance with the content of the Plans, Preliminary Approval Resolution No. 03-19 adopted July 16, 2003, this

Final Approval Resolution and the terms and conditions of the above-described Development Agreement, the entire contents of which are incorporated herein by reference.

7. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans, the aforementioned Preliminary Approval Resolution, this Final Approval Resolution and the Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

8. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual building lots themselves) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

9. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the funding of all escrows under the Development Agreement must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent land development approval shall expire and be deemed to have been revoked.

10. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this resolution, this approval shall be deemed to have been automatically rescinded.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on June 16, 2004.

WORCESTER TOWNSHIP

By: Frank L. Davey
FRANK L. DAVEY, Chairman
Board of Supervisors

Attest: John R. Harris
JOHN R. HARRIS, Secretary

EXHIBIT "A"

Sheet No.	Description	Origination Date	Date Last Revised
1	Record Plan	10/20/1999	03/24/03
2	Boundary Plan	10/20/1999	03/24/03
3	Existing Features Plan	10/20/1999	03/24/03
4	Grading and Utility Plan	12/01/1999	03/24/03
5	Erosion and Sedimentation Control Plan	05/18/2000	03/24/03
6	Erosion and Sedimentation Control Details	05/23/2000	03/24/03
7	Landscaping Plan	05/18/2000	03/24/03
8	Landscaping Details	07/05/2000	03/24/03
9	Profile Plan – 1 of 1	10/20/1999	03/24/03
10	Profile Plan – 2 of 2	10/20/1999	03/24/03
11	Detail Sheet	05/23/2000	03/24/03

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 04-27

**BALDRIDGE REAL ESTATE, INC.
(ECKERD)**

FINAL LAND DEVELOPMENT APPROVAL

WHEREAS, BALDRIDGE REAL ESTATE, INC. (“Developer”) is the owner and developer of a certain tract of land situate in Worcester Township with frontage on Valley Forge Road and Germantown Pike consisting of 1.81± acres (the “Development”), which is more particularly shown on plans prepared by Bohler Engineering, Inc., being plans consisting of twelve (12) sheets dated November 18, 2003, with a last revision date being April 12, 2004 (the “Plans”), setting forth the proposed development of an Eckerd Pharmacy in accordance with those Plans; and

WHEREAS, the Plans hereinabove described are being incorporated into this final approval by reference as set forth on the Schedule of Plans attached hereto as Exhibit “A”; and

WHEREAS, the Developer desires to obtain final land development approval of the Plans from Worcester Township (the “Township”) in accordance with Section 508 of the Pennsylvania Municipalities Planning Code;

NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby grants final approval of the Development as shown on the Plans subject, however, to the following conditions:

1. At this time, the Worcester Township Board of Supervisors waives the strict compliance with the following sections of the Worcester Township Subdivision and Land Development Ordinance:

- a. Section 130-28E(1): to not require a tree survey plan.
- b. Section 130-28G(4)(c): to not require street trees to be set back 5 feet from the ultimate right-of-way. Trees are proposed between the legal and ultimate right-of-way.
- c. Section 130-24.B(3)(c)[2]: to allow the use of high density polyethylene (HDPE) pipe for on-site stormwater facilities. Reinforced concrete pipe (RCP) is still proposed in the street right-of-way.
- d. Section 130-12.A: to allow the submission of a preliminary and final plan concurrently. Section 130-16.D(3 & 4): to allow a modification from the paving design required for streets per geotechnical report, 1.5 inches 1D-2 surface course, 2.5 inches ID-2 base course, 6 inches 2A modified stone base).
- e. Section 130-20.C(7): to allow grading within 3 feet of a property line or right-of-way line (proposed roadway improvements along both street frontages and the proposed retaining wall along the northern property line will require grading within 3 feet of the property lines).
- f. Section 130-24.B(4)(f)[1]: to allow the underground basin to be designed by the "Rational Method" rather than the "SCS No. 55 Method" (Rational Method used due to relatively small project area).

- g. Section 130-33.C (1): to not require existing features within 400 feet of subject property. (Aerial photo is provided with proposed site features shown.)
- h. Section 130-16.E(8): to allow a radius of arc at the street intersection less than 40 feet (30 feet proposed).
- i. Section 130-24.B(3)(k): to not require the crowns of all pipes tying into an inlet or manhole to match: this is a partial request due to existing site conditions and elevation restrictions.)

2. Prior to the recording of the Plans and issuance of any building permits, the final architectural plans for the building façade must be similar in design to the architectural building plans previously submitted to Worcester Township which shall be revised to the satisfaction of the Worcester Township Board of Supervisors.

3. Prior to the recording of the Plans and issuance of any building permits, Developer shall provide copies of all permits and approvals to the Township from any agency or governing body having jurisdiction in any manner over the Development.

4. The Plans are subject to the review of the Worcester Township Fire Chief and fire hydrants shall be constructed at all locations deemed appropriate by the Fire Chief.

5. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the lot owner on whose lot said facilities are located, Developer shall, prior to the Township executing the Plans, reserve easements in favor of the Township so that the drainage facilities may be maintained by the Township (with all expenses being charged to the appropriate property owner) in the event that the maintenance responsibilities of the individual lot owners are not fulfilled after reasonable notice to do so.

6. Prior to the Township's execution of the Plans, Developer agrees to execute a Development Agreement with Worcester Township in which the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

7. The Development shall be constructed in strict accordance with the content of the Plans, Preliminary Approval Resolution No. 04-21 adopted May 19, 2004, this Final Approval Resolution, adopted May 19, 2004, this Final Approval Resolution, the terms and conditions of the Zoning Hearing Board Decision and Order dated December 16, 2003 and the above-described Development Agreement, the entire contents of which are incorporated herein by reference.

8. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans, the aforementioned Preliminary/Final Approval Resolution, this Final Approval Resolution the Zoning Hearing Board Decision and Order dated December 16, 2003 and the Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

9. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual building lots themselves) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such

trees as are specifically proposed not to be eliminated during the construction of the Development.

10. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the funding of all escrows under the Development Agreement must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Worcester Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent land development approval shall expire and be deemed to have been revoked.

11. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this resolution, the conditions set forth herein shall be deemed to have been accepted by the applicant. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this resolution, this approval shall be deemed to have been automatically rescinded.

(Signature page follows)

APPROVED at the public meeting of the Worcester Township Board of Supervisors
held on June 16, 2004.

WORCESTER TOWNSHIP

By: Frank L. Davey
FRANK L. DAVEY, Chairman
Board of Supervisors

Attest: John R. Harris
JOHN R. HARRIS, Secretary

SCHEDULE OF PLANS

Sheet No.	Sheet Title	Origination Date	Date Last Revised
1	Site Plan	11/18/03	4/12/04
2	Existing Conditions and Demolition Plan	11/18/03	4/12/04
3	Grading Plan	11/18/03	4/12/04
4	Utility Plan	11/18/03	4/12/04
5	Landscape Plan	11/18/03	4/12/04
6	Lighting Plan	11/18/03	4/12/04
7	Erosion and Sediment Control Plan	11/18/03	4/12/04
8	Post Construction Storm Water Management Plan	11/18/03	4/12/04
9	Details	11/18/03	4/12/04
10	Details	11/18/03	4/12/04
11	Details	11/18/03	4/12/04
12	Details	11/18/03	4/12/04

EXHIBIT "A"

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 04 - 28

A RESOLUTION RETAINING A CONSTRUCTION CODE OFFICIAL TO ACT ON BEHALF OF THE TOWNSHIP FOR ADMINISTRATION AND ENFORCEMENT OF THE UNIFORM CONSTRUCTION CODE PURSUANT TO ACT 45 OF 1999 AND ORDINANCE NO. 04-199.

WHEREAS, pursuant to Act 45 of 1999 and Ordinance No. 04-199, Worcester Township has adopted the Uniform Construction Code, contained in 34 Pa. Code, Chapters 401-405, as amended from time to time, as the building code of Worcester Township; and

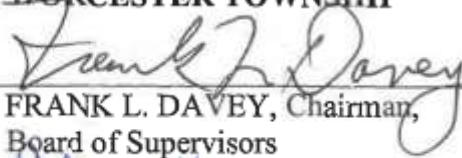
WHEREAS, Worcester Township has elected, as stated in Ordinance No. 04-199, to administer and enforce the provisions of the Pennsylvania Construction Code Act, Act 45 of 1999, 35 P.S. §§7210.101-7210.1103, as amended from time to time, and its regulations; and

NOW, THEREFORE, BE IT RESOLVED that pursuant to Act 45 of 1999 and Section 52-3 (B) of Ordinance No. 04-199, Worcester Township hereby retains its present construction code officials to act on behalf of the Township for administration and enforcement of the Uniform Construction Code.

RESOLVED, by the Worcester Township Board of Supervisors this 16th day of June, 2004.

WORCESTER TOWNSHIP

By:


FRANK L. DAVEY, Chairman,
Board of Supervisors

Attest:


JOHN R. HARRIS, Secretary

Resolution 2004-29

Appointed Members of Board of
Appeals

DENIED

TE-962 (1.79)



WORCESTER TOWNSHIP

RESOLUTION 04-30

APPLICATION FOR PERMIT TO INSTALL AND OPERATE TRAFFIC SIGNALS

DATE

WHEREAS, the Township of Worcester, Montgomery County

desires to erect, operate and maintain traffic signals at the intersection of Skippack Pike (SR 73) and Bustard Road (SR 1002), and

WHEREAS, The Vehicle Code requires the approval of the Secretary of Transportation before any traffic signals may be legally erected or reconstructed, and

WHEREAS, the Department of Transportation requires an engineering drawing of the location, the Township Engineer (CKS Engineers, Inc.) will prepare such a drawing in conformance with the instructions provided by the Department.

NOW, THEREFORE, BE IT RESOLVED, that traffic signals be erected at the above mentioned location, subject to the approval of the Secretary of Transportation, and that his approval is hereby requested, and

BE IT FURTHER RESOLVED, that, in the event a traffic signal permit is approved after proper investigation, the Township of Worcester will be bound by the following provisions:

The traffic signals shall be installed and maintained in accordance with the Vehicle Code and the Regulations for traffic signs, signals and markings of the Department of Transportation, and

Should future highway or traffic conditions, or legal requirements, necessitate alteration of the construction or operation, or hours of operation, or removal of the traffic signals at the above mentioned location, they shall be altered or removed when and as directed by the Secretary of Transportation.

I, Charles A. Sardo, Sr., Manager of the Township of Worcester

do certify that the foregoing is a true and correct copy of the resolution legally adopted at the meeting

held, July 21, 2004

(DATE)

(SEAL)

Signed

[Handwritten signature]

(SECRETARY)

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 04-31

CZOP TRACT

PRELIMINARY SUBDIVISION APPROVAL

WHEREAS, JOHN AND MARISSA CZOP. ("Developer") are the owners and developers of a certain tract of land situate in Worcester Township with frontage on Dell Road and Valley Forge Road consisting of 3.8 ± acres (the "Development"), which is more particularly shown on plans prepared by Czop/Specter, Inc., being plans consisting of four (4) sheets dated May 22, 2003, with a last revision date of June 21, 2004 (the "Plans"), setting forth the proposed subdivision of the tract into two (2) residential lots in accordance with those Plans; and

WHEREAS, the Plans hereinabove described are being incorporated into this preliminary approval by reference as set forth on the Schedule of Plans attached hereto as Exhibit "A"; and

WHEREAS, the Developer desires to obtain preliminary subdivision approval of the Plans from Worcester Township (the "Township") in accordance with Section 508 of the Pennsylvania Municipalities Planning Code;

NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby grants preliminary approval of the Development as shown on the Plans subject, however, to the following conditions:

1. Prior to final approval, Developer shall obtain and deliver to Township all appropriate permits and approvals required for the development of the property from all agencies or bodies having jurisdiction over this Development.

2. At or before final subdivision approval, Developer shall provide Township with detailed metes and bounds descriptions of all applicable utility easements being reserved over any of the lots of the Development. In addition, Developer shall provide Township with true and correct copies of any utility easement, including stormwater, over adjacent properties which easements may be necessary for the development to adequately serve the lots with such facilities.

3. Although the maintenance of all detention basins and surface stormwater drainage facilities and easements shall be the responsibility of the property owner on whose property said facilities and easements are located, Developer shall, prior or simultaneous with final subdivision approval, reserve easements in favor of the Township on an easement form to be provided by the Township Solicitor so that the drainage facilities may be maintained by the Township with all expenses being charged to the appropriate property owner in the event that the maintenance responsibilities of the said property owners are not fulfilled after reasonable notice from the Township to do so.

4. No waivers from any applicable provisions of the Worcester Township Subdivision and Land Development Ordinance are intended to be granted by virtue of this Preliminary Approval unless such waiver requests are specifically granted herein. Any proposed design or construction on the Plans which would otherwise require a waiver by the Board of Supervisors and which has not been specifically granted hereby, must be addressed to the discretion of the Board of Supervisors prior to final plan approval.

5. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon an approval. In the absence of an appeal filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Applicant.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on July 21, 2004.

WORCESTER TOWNSHIP

By: Frank L. Davey
Frank L. Davey, Chairman
Board of Supervisors

Attest: John R. Harris
John R. Harris, Secretary

SCHEDULE OF PLANS

Sheet No.	Sheet Title	Origination Date	Date Last Revised
1.	Subdivision Plan	5/22/2003	6/21/2004
2.	Existing Features Plan	5/22/2003	6/21/2004
3.	Erosion and Sedimentation Control Plan	5/22/2003	6/21/2004
4.	Landscape and Lighting Plan	5/22/2003	6/21/2004

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2004-32

CHITWOOD ESTATES

**Acorn Lane Right-of-Way
Morris Road Right-of-Way**

WHEREAS, CHITWOOD CONSTRUCTION CO., INC., ("Grantor") is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the "Premises") which land has been subdivided and Grantor has constructed certain road known as Acorn Lane and has constructed certain road widening along Morris Road.

WHEREAS, the Grantor, for and in consideration of One Dollar (\$1.00), desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment the aforesaid area between the roads constructed by Grantor; and

WHEREAS, the Grantee, by accepting the Deed of Dedication and recording said Deed and this Resolution, accepts the parcels of ground, more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof, as and for public roads or highways.

NOW, THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors accepts the Deed of Dedication for the described property to have and to hold, forever, as for public roads or highways, together with the sanitary sewer lines constructed thereunder (if any), and with the same effect as if the said roads had been opened by a Decree

of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

APPROVED this 18th day of August, 2004, by the Board of Supervisors of Worcester Township for acceptance and recording.

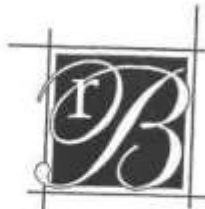
WORCESTER TOWNSHIP

By: Frank L. Davey
Frank L. Davey, Chairman, Board of Supervisors

Attest: John R. Harris
John R. Harris, Secretary

N:\Users\mcb\Worcester\Chitwood Estates\resolution accepting rights of way.doc lp 12/17/03 12:17 pm

EXHIBIT "A"



robert e. blue consulting engineers, p.c.

October 20, 2000
Revised October 27, 2000
Revised June 30, 2004

Chitwood Tract
Acorn Lane (50 Feet Wide)
Worcester Township
Montgomery County, Pennsylvania

Project 1136-1E

ALL THAT CERTAIN TRACT or piece of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania, in accordance with a Final Record Plan (Sheets 1 and 2 of 2), prepared for Chitwood Estates Co., Inc., prepared by Robert E. Blue, Consulting Engineers, P.C., Blue Bell, Pennsylvania, dated March 9, 2000, latest revised October 27, 2000, bounded and described as follows:

BEGINNING at a point, said point being the following course and distance from the intersection of the southwesterly ultimate right-of-way of Morris Road (30.87 feet from centerline) and a common boundary line of lands now or formerly Joyce C. McQueen and Nolan H. Schellenger and lands now or formerly Chitwood Estates, Inc.,

South 49 degrees, 46 minutes, 42 seconds East, a distance of 356.31 feet to a point, said point also being the intersection of the southeasterly right-of-way line of Morris Road (65 feet ultimate right-of-way) and the westerly right-of-way line of Acorn Lane (50 feet wide),

Thence, from said point of beginning and along the southwesterly right-of-way line of Acorn Lane (50 feet wide), the following six (6) courses and distances;

1. Along the arc of a circle, curving to the right, having a radius of 15.00 feet, an arc distance of 23.59 feet to a point of tangency,
2. South 40 degrees, 19 minutes, 17 seconds West, a distance of 16.08 feet to a point of curvature,
3. Along the arc of a circle, curving to the left, having a radius of 175.00 feet, an arc distance of 269.30 feet to a point of tangency,
4. South 47 degrees, 50 minutes, 54 seconds East, a distance of 118.02 feet to a point of curvature,
5. Along the arc of a circle, curving to the right, having a radius of 125.00 feet, an arc distance of 56.22 feet to a point of tangency,
6. South 22 degrees, 04 minutes, 38 seconds East, a distance of 155.43 feet to a point of curvature,

Thence, along the cul-de-sac portion of Acorn Lane, along the arc of a circle, curving to the left, having a radius of 52.00 feet, an arc distance of 229.27 feet to a point of reverse curvature,

CIVIL ENGINEERS • LAND SURVEYORS • SITE PLANNERS

1149 Skippack Pike, Blue Bell, Pennsylvania 19422 • Telephone 610-277-9441 • Facsimile 610-277-9897
www.robertblue.com • e-mail: rebpc@bellatlantic.net



robert e. blue consulting engineers, p.c.

Chitwood Tract
Acorn Lane (50 Feet Wide)
Worcester Township
Montgomery County, Pennsylvania
Project 1136-1E

2

October 20, 2000
Revised October 27, 2000
Revised June 30, 2004

Thence, along the northeasterly right-of-way line of Acorn Lane (50 feet wide), the following seven (7) courses and distances;

1. Along the arc of a circle, curving to the right, having a radius of 25.00 feet, an arc distance of 31.69 feet to a point of tangency,
2. North 22 degrees, 04 minutes, 38 seconds West, a distance of 81.94 feet to a point of curvature,
3. Along the arc of a circle, curving to the left, having a radius of 175.00 feet, an arc distance of 78.71 feet to a point of tangency,
4. North 47 degrees, 50 minutes, 54 seconds West, a distance of 118.02 feet to a point of curvature,
5. Along the arc of a circle, curving to the right, having a radius of 125.00 feet, an arc distance of 192.36 feet to a point of tangency,
6. North 40 degrees, 19 minutes, 17 seconds East, a distance of 16.05 feet to a point of curvature,
7. Along the arc of a circle, curving to the right, having a radius of 15.00 feet, an arc distance of 23.64 feet to a point,

Thence, along the terminus line of Acorn Lane (50 feet wide), common with the southwesterly ultimate right-of-way of Morris Road (65 feet ultimate right-of-way), North 49 degrees, 39 minutes, 34 seconds West, a distance of 80.10 feet to a point, said point being the first mentioned point and place of beginning.

CONTAINING 36,794 sq. ft. or 0.845 acres, more or less.

060411361echitwoodfcom.LGL.doc



EXHIBIT "B"



ROBERT E. BLUE CONSULTING ENGINEERS, P.C.
CONSULTING ENGINEERS · LAND SURVEYORS · SITE PLANNERS

725 SKIPPAK PIKE · BLUE BELL, PENNSYLVANIA 19422

TEL (215) 542-9464 · FAX (215) 542-0791

E-Mail: rcbpc@bellatlantic.net

October 20, 2000

Revised October 27, 2000

Ultimate Right-of-Way Dedication
Morris Road (65 Feet wide)
Worcester Township,
Montgomery County, Pennsylvania

Project 1136-1E

ALL THAT CERTAIN TRACT or piece of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania, in accordance with a Final Record Plan (sheets 1 & 2 of 2), prepared for Chitwood Estates Co., Inc., prepared by Robert E. Blue, Consulting Engineers, P.C., Blue Bell, Pennsylvania, dated March 09, 2000, latest revised October 27, 2000, bounded and described as follows:

BEGINNING at a point, said point being the intersection of the southwesterly ultimate right-of-way of Morris Road (30.87 feet from centerline) and a common boundary line of lands now or formerly Joyce C. McQueen and Nolan H. Schellenger and of lands now or formerly Chitwood Estates Co., Inc.

THENCE, North 40 degrees, 06 minutes, 00 seconds East, a distance of 15.00 feet to a point,

THENCE, along the southwesterly legal right-of-way line of Morris Rd (65 feet ultimate right-of-way) the following six (6) courses and distances:

1. South 49 degrees, 46 minutes, 30 seconds East, a distance of 396.40 feet to a point of curvature,
2. Along the arc of a circle, curving to the right, having a radius of 5,704.65 feet, an arc distance of 205.71 feet to a point,
3. South 42 degrees, 17 minutes, 28 seconds West, a distance of 5.00 feet to a point,
4. Along the arc of a circle, curving to the right, having a radius of 5,699.65 feet, an arc distance of 5.83 feet to a point of tangency,
5. South 47 degrees, 39 minutes, 01 seconds East, a distance of 244.14 feet to a point,
6. South 42 degrees, 20 minutes, 59 seconds West, a distance of 10.00 feet to a point,

THENCE along the ultimate right-of-way line of Morris Rd (65 feet ultimate right-of-way) the following four (4) courses and distances:

1. North 47 degrees, 39 minutes, 01 seconds West, a distance of 244.14 feet to a point of curvature,
2. Along the arc of a circle, curving to the left, having a radius of 5,689.65 feet, an arc distance of 170.94 feet to a point, said point also being the intersection of the southwesterly ultimate right-of-way line of Morris Rd (65 feet ultimate right-of-way) and the easterly right-of-way line of Woodview Road (50 feet wide),



ROBERT E. BLUE CONSULTING ENGINEERS, P.C.
CONSULTING ENGINEERS - LAND SURVEYORS - SITE PLANNERS

725 SKIPPACK PIKE - BLUE BELL, PENNSYLVANIA 19422

TEL (215) 542-9464 - FAX (215) 542-0791

E-Mail: rebpc@bellatlantic.net

Ultimate Right-of-Way Dedication
Morris Road (65 Feet wide)
Worcester Township,
Montgomery County, Pennsylvania

October 20, 2000

October 27, 2000

Project 1136-1E

3. North 49 degrees, 39 minutes, 34 seconds West, a distance of 80.11 feet to a point, said point also being the intersection of the southwesterly ultimate right-of-way line of Morris Rd (65 feet ultimate right-of-way) and the westerly right-of-way line of Woodview Road (50 feet wide),
4. North 49 degrees, 46 minutes, 42 seconds West, a distance of 356.31 feet to a point, said point being the first mentioned point and place of beginning.

CONTAINING 11,526 s.f. or 0.265 acres, more or less.

10Chitwood-ul.LGL.doc

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 04-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE BOARD TO EXECUTE AN AGREEMENT WITH BERKHEIMER WHEREUNDER BERKHEIMER IS RETAINED AS THE EXCLUSIVE TAX OFFICER FOR THE COLLECTION, ADMINISTRATION, RECEIPT AND ENFORCEMENT OF THE PROVISIONS OF THE RESPECTIVE TAX ENACTMENT OF THE GOVERNING BOARD LEVYING AND ASSESSING THE EARNED INCOME TAX FOR THE TERM HEREIN DEFINED, TOGETHER WITH SUCH EXTENSIONS AS MAY BE AGREED UPON, SAID TAX ENACTMENT HAVING BEEN ADOPTED UNDER AND PURSUANT TO THE AUTHORITY OF THE PENNSYLVANIA LOCAL TAX ENABLING ACT (ACT 511, P.L. 1257); AND APPROVING AND ADOPTING THE RULES AND REGULATIONS PREPARED BY BERKHEIMER TO ADMINISTER AND ENFORCE THE EARNED INCOME/NET PROFITS TAX.

WHEREAS, Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania, enacted December 31, 1965, and effective January 1, 1966, authorizes certain political subdivisions, including, Worcester Township, Montgomery County, to levy, assess and collect a tax on salaries, wages, commissions, compensation and earned income of individuals, as therein with more particularity specified, generally and hereinafter referred to as the Earned Income Tax; and

WHEREAS, Worcester Township, by Resolution and/or Ordinance, has levied, assessed and provided for the collection of such Earned Income Tax; and

WHEREAS, Section 10 of said Act of 1965, specifies that any such political subdivision may provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, Worcester Township and Berkheimer have negotiated an Agreement whereby and whereunder it will hire Berkheimer to collect the Earned Income Tax levied by Worcester Township, Montgomery County; and

WHEREAS, Worcester Township, recognizes the legal obligation and practical necessity for Berkheimer to establish and maintain consistent rules and regulations to be used in the efficient administration and collection of said taxes;

THEREFORE, BE IT RESOLVED that

1. **Worcester Township**, hereby appoints **Berkheimer** as its exclusive collector of its Earned Income Taxes for the initial term commencing August 1, 2004 and ending December 31, 2007, and any subsequent renewal terms thereafter, said initial and renewal periods to include all quarterly and annual collection, pertinent to the tax years therein. This appointment resolution shall be deemed to encompass any renewal term agreed upon by the parties without further reenactment of this resolution or re-appointment.

2. Further, **Berkheimer** is authorized to retain any costs of collection, incurred in recovering delinquent taxes and assessed to the delinquent taxpayer as allowed by law.

3. And further, **Worcester Township, APPROVES AND ADOPTS** the Agreement negotiated with **Berkheimer** for the collection of the Earned Income Tax.

4. And further, Worcester Township, Montgomery County adopts and incorporates the Earned Income Tax Rules and Regulations as promulgated by **Berkheimer**, in their entirety.

5. Any resolution or part of this resolution conflicting with the provisions of this resolution be and the same are hereby repealed to the extent of such conflict.

Adopted at the public meeting of the Worcester Township Board of Supervisors held August 18, 2004.

WORCESTER TOWNSHIP

By: 
FRANK L. DAVEY, Chairman
Board of Supervisors

Attest: 
JOHN R. HARRIS, Secretary



DEP Code No.

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

04-34

RESOLUTION OF THE SUPERVISORS of Worcester Township
, Montgomery COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Homsher Hill, LLC has proposed the development of a parcel of land identified as
land developer

Stony Creek Farms Age Qualified Residential Community, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify).

WHEREAS, Worcester Township finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Supervisors of the Township

Of Worcester hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I , Secretary, Worcester
(Signature)

Township Board of Supervisors, hereby certify that the foregoing is a true copy of
the Township (Borough) (City) Resolution # 04-34, adopted, August 18, 2004.

Municipal Address:

Worcester Township
1721 Valley Forge Road, P.O. Box 767
Worcester, PA 19490
Telephone 610 584 1410

Seal of
Governing Body