

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 99-18  
FAWN CREEK SUBDIVISION (PHASE II)

EXTENSION TO FUND ESCROWS

WHEREAS, VESTERRA CORPORATION ("Developer") is the owner and developer of a certain tract of land situate in Worcester Township known as the Smith Tract, being developed as a subdivision called "Fawn Creek";

WHEREAS, the subdivision known as Fawn Creek is to be developed in two phases;

WHEREAS, the Worcester Township Board of Supervisors previously granted Final Approval of the amended plans for Phase I of the development on October 16, 1996 pursuant to Resolution 96-31; and

WHEREAS, the Worcester Township Board of Supervisors previously granted final approval of the Phase II plans for the development on December 17, 1997 pursuant to Resolution No. 97-39; and

WHEREAS, the Phase II Final Approval Resolution No. 97-39 allowed Developer one year in which to enter into a Subdivision and Escrow Agreement and fund public improvement escrows for Phase II of the Fawn Creek subdivision; and

WHEREAS, at the regular meeting of the Board of Supervisors on December 16, 1998, Developer received an extension of time until March 31, 1999 in which to enter into a Subdivision and Escrow Agreement and fund the public improvement escrows for Phase II.

WHEREAS, at the regular meeting of the Board of Supervisors on April 15, 1999, Developer received a ninety (90) day extension of time from March 31, 1999 in which to enter into a Subdivision and Escrow Agreement and fund the public improvement escrows for Phase II in accordance with the revised public improvement escrows as prepared by the Township Engineer dated April 7, 1999;

WHEREAS, the revised public improvement escrows have given rise to delay in obtaining financing for the public improvement escrows;

WHEREAS, Developer has requested another ninety (90) day extension in which to enter into a Subdivision and Escrow Agreement and fund the public improvement escrows for Phase II of the Fawn Creek subdivision; and

NOW, THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors hereby grants Developer an extension of ninety (90) days from June 30, 1999 to enter into a Subdivision and Escrow Agreement and fully fund the escrows as prepared by the Township Engineer, bearing the date of April 7, 1999.

APPROVED, at the Public Meeting of the Worcester Township Board of Supervisors held July 21, 1999.

WORCESTER TOWNSHIP

BY: Frank L. Davey  
FRANK L. DAVEY, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST: Chase E. Kneeland  
CHASE E. KNEELAND, SECRETARY

MAH/lmg  
070699

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**ADDITIONAL LANDS ADDED TO  
AGRICULTURAL SECURITY AREA**

**RESOLUTION NO. 99-19\_\_\_\_\_**

**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 a joint application from Ralph and Lucinda Kranich (24.81 acres) and George and Jeannie Stiegerwalt (10.75 acres) ("Applicants") to include their land, consisting of a combined total of 35.56 acres more or less in Worcester Township in 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" and "B" shall hereafter be included in the Worcester Township Agricultural Security Area without modification.

2. Within ten 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 July 21, 1999.

**WORCESTER TOWNSHIP**

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

ATTEST: Chase E. Kneeland  
**CHASE E. KNEELAND, Secretary**

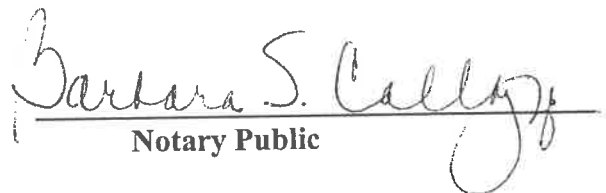
COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF MONTGOMERY :

On this, the 22ND day of JULY, 1999, before me, the undersigned officer, personally appeared Frank L. Davey and Chase E. Kneeland, who acknowledged themselves to be the Chairman and Secretary of the Board of Supervisors of Worcester Township, and that they as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Worcester Township themselves as such officers.

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

  
Notary Public

My Commission expires:

Notarial Seal  
Barbara S. Calozzo, Notary Public  
Worcester Twp., Montgomery County  
My Commission Expires Oct. 30, 2000

**EXHIBIT "A"**

# This Indenture,

made this

day of *Dec 1984*

*1984*

00054

Between. RICHARD L. GRIFFIN and ELEANOR A. GRIFFIN, his wife

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

GEORGE R. STEIGERWALT and JEANNIE R. STEIGERWALT, his wife

(hereinafter called the Grantee S ) of the other part.

*13-00-200*

## Witnesseth,

That in consideration of *[REDACTED]* Dollars.

In hand paid, the receipt whereof is hereby acknowledged, the said Grantor S do hereby grant and convey unto the said Grantee S, their heirs and assigns, as tenants by the entireties.

ALL THAT CERTAIN tract or piece of land with the buildings and improvements thereon erected, Situate in the Township of Worcester, County of Montgomery and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin in the middle of the public road dividing Worcester and Skippack Townships, at a corner of land formerly of George Armstrong, now Lewis Klein; thence along the middle of the said road, North forty three degrees, twenty eight minutes East Seven hundred twenty one feet and eight tenths of a foot to an iron pin on the Southwest side of a right of way leading to land of N. Byron Keyser Estate, also a corner of land of the said William L. Lord of which this is a part; thence along said right of way South forty six degrees, forty five minutes East Six hundred sixty four feet to an iron pin a corner of land of the said William L. Lord; thence along the same, South forty three degrees thirty minutes West Six hundred ninety three feet to an iron pin; thence by the same and land formerly George Armstrong, North fifty one degrees, ten minutes West Six hundred sixty feet to the place of beginning.

CONTAINING ten acres, One hundred eighteen perches of land, be the same more or less.

BEING the same premises which Herbert F. Lopper and Flora O. Lopper, his wife by Indenture bearing date the 1st day of March A. D. 1956 and recorded in the Office for the Recording of Deeds in and for the County of Montgomery at Norristown, Pa. in Deed Book 2661, page 127, granted and conveyed unto Richard L. Griffin and Eleanor A. Griffin, his wife, in fee.

BEING Parcel No. 67-00-01642-00-1.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
67-00-01642-00-1 WORCESTER DBX 2661  
1028 CRANCE AVE PG 0127  
GRIFFIN RICHARD L & ELEANOR A  
B 1 U 2 1101 DATE 1/11/84

REALTY TRANS TAX FID
STATE 17.00.00
LOCAL 17.00.00
PER 40

JAN 11 1984

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALLY  
858.00

858.00

REG 4727 PG 1598



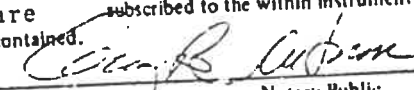
And the said Grantors do hereby covenant to and with the said Grantee S that they the said Grantors, for themselves, their heirs and assigns SHALL and WILL by these presents Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantees, their heirs and assigns, against the said Grantors and against every other person lawfully claiming or who shall hereafter claim the same or any of them. IN WITNESS WHEREOF, the said Grantors have caused these presents to be duly executed, the day and year first above written.

Sealed and Delivered  
in the presence of:

  
RICHARD L. GRIFFIN (Seal)

  
ELEANOR A. GRIFFIN (Seal)

Commonwealth of PENNSYLVANIA County of Montgomery 1984, before me, the undersigned officer, personally appeared Richard L. Griffin and Eleanor A. Griffin, his wife known to me (or satisfactorily proven) to be the person S whose name s are subscribed to the within instrument and that they executed the same for the purposes therein contained.

  
GEORGE J. JACKSON, Notary Public  
Montgomery County, PA  
My Commission Expires June 1, 1987



Application No. TC 5786

**Deed**

RICHARD L. GRIFFIN and  
ELEANOR A. GRIFFIN, his wife

TO

GEORGE R. STEIGERWALT and  
JEANNIE R. STEIGERWALT,  
his wife

The address of the Grantee is

1028 CREASKE AVE.  
COLLETTVILLE, PA 19426  
Montgomery County

RECORDED in Deed Book 4722 page 1598  
GIVEN under my hand and the seal of the said  
office, the date above written, Jan 11, 1984

  
James J. [unclear]  
Recorder of Deeds

BOOK 4727 PAGE 1599

**EXHIBIT "B"**

FOR OFFICIAL USE ONLY



Approved *AR for 1/1/98 by [unclear]*  
 Disapproved

Parcel No.: 670001369004  
Block/Unit No.: BLK 01 Unit 07  
Application No.: \_\_\_\_\_

*Maryanne [unclear]*  
MONTGOMERY COUNTY APPLICATION FOR ACT 319

*B  
1344  
9A  
D*

006441  
98 APR 17 AM 8:57

Application is hereby made for preferential assessment of certain land, under the Pennsylvania Farmland and Forest Land Assessment Act of 1974 for the tax year beginning 1998.

1. Name KRANICH RALPH F. & LUCINDA  
(Last) (First) (M.I.)

2. Mailing Address: 319 W. FURNACE ST  
NORRISTOWN, PA 19401

3. The property is located at: GERMANTOWN PIKE, WORCESTER

4. Parcel Number: 670001369004

5. Telephone Number: ~~610-275-1257~~ 610-275-1257

6. By reviewing the General Information Form enclosed please check below the proper usage of the property.

<sup>no</sup> Agricultural Use  Agricultural Reserve  Forest Reserve

The applicant for preferential assessment hereby agrees, if his application is approved for preferential assessment, to submit thirty (30) days notice to the county assessor of a proposed change in use of the land, a split-off of a portion of the land, or a conveyance of the land.

The undersigned declares that this application has been examined by him and to the best of his knowledge is true and correct.

NOTARIZED SIGNATURES OF ALL OWNERS.

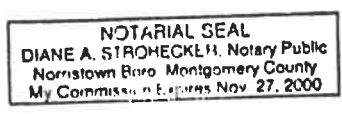
Ralph Kranich  
(Signature of Owner) (Or Corporation Name)  
Lucinda Kranich  
(Signature of Owner) (Or Corporation Name)

5/28/97

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
67-00-01369-00-4 WORCESTER  
GERMANTOWN PIKE  
KRANICH RALPH F & LUCINDA  
E 001 U 007 L 2 2111 DATE: 04/16/98  
(Date)

(Signature of Corporate Office)

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF MONTGOMERY : SS



On this the 28th day of MAY, 1997 before me the undersigned officer, personally appeared RALPH KRANICH and LUCINDA KRANICH know to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND SEAL.

Diane A. Strohecker  
Notary Public

REALTY TRANS TAX PAID  
STATE \_\_\_\_\_  
LOCAL \_\_\_\_\_  
PER 60

DB5222PG1814

7271350

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 99-20**

**MONTGOMERY COUNTY PLANNING COMMISSION  
PLANNING ASSISTANCE CONTRACT**

**WHEREAS**, the Montgomery Planning Commission established a program for the provisions of community planning assistance service by the staff of the Montgomery County Planning Commission on a 50-50 cost sharing basis from municipalities within the County; and

**WHEREAS**, the Board of Supervisors of Worcester Township has requested the Montgomery County Planning Commission to provide planning assistance to aid in the implementation of a comprehensive plan for the future development of the municipality;

**WHEREAS**, the County of Montgomery, acting through the Montgomery County Planning Commission, proposes to render assistance to Worcester Township in the form of technical services in accordance with the Pennsylvania Municipalities Planning Code, Act 247, as amended and pursuant to that certain agreement known as the "Planning Assistance Contract between Commissioners of Montgomery County and Worcester Township," being MCPC Contract #377.

**NOW THEREFORE**, be it resolved, that Worcester Township Board of Supervisors hereby endorses the execution of the Planning Assistance Contract between Commissioners of Montgomery County and the Board of Supervisors of Worcester Township, being MCPC Contract #377, pursuant to all of the terms and conditions therein.

**APPROVED** at the public meeting of the Worcester Township Board of Supervisors held on September 15, 1999.

**WORCESTER TOWNSHIP**

**BY:**

  
**FRANK L. DAVEY, Chairman**  
**Board of Supervisors**

**ATTEST:**

  
**CHASE E. KNEELAND, Secretary**

**PLANNING ASSISTANCE CONTRACT  
BETWEEN COMMISSIONERS OF MONTGOMERY COUNTY  
AND WORCESTER TOWNSHIP**

**THIS CONTRACT** made the first day of May 1999, between Commissioners of Montgomery County (herein called County) and Worcester Township of Montgomery County, Pennsylvania (herein called Municipality).

**WITNESSETH THAT:**

**WHEREAS**, County has created the Montgomery County Planning Commission (herein called MCPC), and

**WHEREAS**, the aforesaid Municipality has requested the MCPC to provide planning assistance to aid it in the implementation of a comprehensive plan for the future development of the Municipality under MCPC Resolution 83-12.3 and as may be amended, and

**WHEREAS**, the MCPC has studied the request of the Municipality and has ascertained that there is a great need for such services as have been requested, and

**WHEREAS**, the County of Montgomery, acting through the MCPC proposes to render assistance to the Municipality in the form of technical services, pursuant to Pennsylvania Municipalities Planning Code, Act 247, as amended,

**NOW THEREFORE**, in consideration of the mutual promises hereafter made, the parties hereto, intending to be legally bound under the Uniform Written Obligations Act of the Commonwealth of Pennsylvania, do hereby agree that:

1.0 MCPC Assistance

1.1 All assistance shall be within the scope of MCPC Resolution 83-12.3 and as may be amended, attached as Exhibit A.

1.2 The specific categories of assistance are set forth on attached Exhibit B.

1.3 The MCPC will assign one or more professional planners, and supporting staff, to meet the categories outlined in Exhibit B.

2.0 Services of Municipality

2.1 Officials, employees, staff and members of the planning commission of Municipality will cooperate with MCPC in the discharge of its responsibilities hereunder.

2.2 All pertinent Municipality records and data shall be made available for the use of the MCPC.

3.0 Schedule of Time and Compensation

3.1 The established and agreed total cost as defined in Resolution 98-12.1 and as may be amended, is **\$43,286**.

3.2 The compensation is subject to Resolution 83-12.3 and as may be amended, on Exhibit A.

3.3 This contract shall become effective on May 1, 1999 and shall terminate on April 30, 2002.

3.4 Municipality's payment to MCPC shall not exceed fifty percent (50%) of the total cost as set forth in 3.1, including any federal or state optional funding arrangements.

3.5 The contribution of MCPC to the total cost shall be exclusively in terms of assistance and the compilation of the value of such assistance shall be made by the MCPC, and such compilation shall be binding on Municipality in regard to fee schedule and time expended as follows:

Schedule of Fees

Per Diem Rate	(Year 1)	\$418.00
	(Year 2)	\$426.00
	(Year 3)	\$435.00

3.6 The total cost of the printing and publication of Major Products (Reports and Maps) shall be negotiated on a case by case basis by Municipality and MCPC and shared equally by each party.

3.7 Municipality shall pay MCPC on the following basis:

<u>Date</u>	<u>Amount</u>
October 1999	\$5,225.00
April 2000	\$5,225.00
October 2000	\$2,769.00
April 2001	\$2,769.00
October 2001	\$2,827.50
April 2002	\$2,827.50

4.0 Miscellaneous

4.1 Either party may terminate this contract by giving the other at least sixty (60) days written notice thereof, and a pro rata adjustment shall be made based on the compilation of costs incurred and services performed by the MCPC. In the event of cessation of services by the MCPC prior to the termination date in the contract, the MCPC shall be paid for costs and services to the date of such cessation and the MCPC and the County of Montgomery shall, in no event, be liable to Municipality for breach of this contract due to cessation of its services.

4.2 The scope of work to be done under this contract shall be subject to modifications or supplements upon the written agreement of the duly authorized representatives of the contracting parties. It is the understanding of all parties to this contract that no modification of the program shall be made that would change the total cost unless such changes, including any increase or decrease in the amount of the MCPC's compensation, are mutually agreed upon by and between the parties hereto. Such changes will be accomplished as follows: a) any decrease in the amount of MCPC's compensation shall be incorporated in written amendments to this contract; b) any increase in the amount of MCPC's compensation in excess of \$1500 (i.e. \$3000 total change) shall be incorporated in written amendments to this contract; c) any increase in the amount of MCPC's compensation less than \$1500 (i.e. \$3000 total change) shall be by a letter of intent of a purchase of service (said letter of intent shall be signed by the authorized representative of the municipality and by the Director of the MCPC); and d) any substitution or modification of the work items in C. of Exhibit B, not involving a change in compensation, shall be by a letter of intent as set forth in c), herein.

4.3 The costs of any increases in the scope of work agreed to by the contracting parties in accordance with 4.2 shall be calculated on the basis of the per diem rates prevailing at the time said increase is negotiated. Any increase involving the commitment of additional monthly planner-days shall be subject to the availability of said staff time.

MUNICIPAL GOVERNING BODY

COMMISSIONERS OF MONTGOMERY COUNTY

By: Frank J. Davey  
Chairman, Board of Supervisors

By: Mario Meli  
Chairman

Attest: Charles A. Sardo, Sr.  
Township Manager

Attest: [Signature]  
County

Authorized by resolution or ordinance of Municipality. Adopted \_\_\_\_\_, 19\_\_\_\_.

Authorized by Resolution # 99-C.377 of County.  
Adopted July 29, 19 99.

**EXHIBIT A**  
**RESOLUTION**  
 of the  
**MONTGOMERY COUNTY PLANNING COMMISSION**  
**UPDATING THE SCOPE OF SERVICES**  
 and  
**ADJUSTING THE FEE SCHEDULE**  
 for  
**COMMUNITY PLANNING ASSISTANCE CONTRACTS**

*WHEREAS*, Resolution 70-3, dated March 11, 1970, established policies for local planning assistance and offered services in six basic areas, a cost-sharing formula and a schedule of fees and charges by which the services of the Commission's staff was offered to assist the 62 townships and Townships in the county; and

*WHEREAS*, the level of planning accomplishment since that Resolution was adopted has resulted in altering the planning emphasis, thus indicating that a redefining of the scope of activity is timely; and

*WHEREAS*, the schedule of fees and charges has been revised to defray the increased costs of planning assistance to the Commission as a result of inflation over the years as follows: November 13, 1974; December 14, 1977 (Resolution 77-12-1); October 10, 1979 (79-10.2); October 8, 1980 (80-10.2); December 9, 1981 (81-12.1); December 8, 1982 (82-12.1); December 14, 1983 (83-12.3); November 14, 1984 (84-11.1); December 11, 1985 (85-12.2); November 18, 1987 (87-11.2); November 15, 1989 (89-11.2); October 14, 1992 (92-10.2); December 8, 1993 (93-12.2); December 14, 1994 (94-12.1); November 15, 1995 (95-11.2); November 13, 1996 (96-11.1); November 12, 1997 (97-11.2); December 9, 1998 (98-12.1); and

*WHEREAS*, the Commission also believes that a "three level" fee structure would be more appropriate than the "single level" fee structure utilized in the past so as to facilitate municipal budgeting for planning assistance services and to reinforce Commission policy encouraging multi year contracts.

***NOW THEREFORE BE IT RESOLVED***, that the Community Planning Assistance Program fees be adjusted according to the length of contract for new and extended contracts, effective January 1, 1999, as follows:

- |    |  |                                   |
|----|--|-----------------------------------|
| A. | For the first year of a three-year contract  | <b>Per Planner-Day = \$418.00</b> |
| B. | For the second year of a three-year contract or first year of a two-year contract                                      | <b>Per Planner-Day = \$426.00</b> |
| C. | For the third year of a three-year contract or second year of a two-year contract or first year of a one-year contract | <b>Per Planner-Day = \$435.00</b> |



- D. Letter of Intent Program/One-Year Special Case Contracts/Subpoenaed Appearances  
Per Planner-Day = \$451.00

***BE IT ALSO FURTHER RESOLVED***, that:

- A. The basis of the above fee schedule will continue to be the "Planner Day" which fee includes planner time, staff coordination and management, all support services, and incidental expenses.
- B. Two Planner Days per month, is established as the minimum staff involvement with the municipality to qualify for a Community Planning Assistance contract.
- C. The share of municipal government for all contracts shall remain at 50 percent of the contract's total cost.
- D. A minimum number of night meetings will be specified in each contract dependent upon the work program; however, the specified fees for night meetings, per se, are hereby eliminated, and they shall be calculated at the rate of two night meetings being the equivalent of one planner day.
- E. Further adjustments to the fee schedule are to be evaluated annually.

Moved by Ms. Harper, seconded by Mrs. Calise, and adopted, 9 in favor, 0 opposed.

The above is certified to be a true and accurate copy of a resolution (98-12.1) adopted by the Board of Montgomery County Planning Commission on December 9, 1998.

**EXHIBIT B**  
**CATEGORIES OF ASSISTANCE**

**A. General Services**

1. Meeting Attendance. A professional planner(s) will be assigned to the Township. The planner(s) will attend meetings at the direction of the Township. Attendance of four (4) night meetings per year has been included in the contract. However, any adjustments to the number of meetings actually attended, either up or down, will be traded off with planner-days of service provided, at the rate of one-half (½) planner-day for each meeting adjusted.
2. Act 247 Review. During the course of the contract, the assigned planner(s) will be responsible for all reviews (subdivision, land developments, and ordinance amendments) required by Act 247, "The Pennsylvania Municipalities Planning Code." Zoning Hearing Board reviews shall be prepared as necessary.

**B. Structured Assistance**

1. Natural Features Inventory. MCPC will complete a natural features inventory for properties that lie within Township designated conservation areas (as identified on page 109 of the Worcester Township 1995 Comprehensive Plan). This analysis will be used by the Township to establish open space preservation priorities at the parcel level. To complete the analysis MCPC will create a computerized data base using County Board of Assessment records, 1995 aerial photos, and local knowledge. The digitized data base will be in a geographic information system (GIS) format. Once data collection and analysis is completed, a report will be generated which Township officials may then use to determine the most appropriate preservation strategy for the subject parcels.

Products: Twenty-five (25) copies of the draft report, including graphics, photographs, and charts.

2. Selected Subdivision and Land Development Ordinance Update. MCPC will draft new subdivision and land development regulations that are designed to preserve and protect sensitive natural features. Suggested revisions may include, but not necessarily be limited to, the following:
  - a. A four-step design process that will require developers to identify potential conservation areas (woodlands, steep slopes, wet lands, historic buildings, etc.) and then to limit development within these areas to the greatest extent possible.
  - b. New sketch plan criteria that will encourage greater flexibility on the part of the developer to consider design alternatives that might better achieve municipal conservation goals.

Products: Twenty-five (25) copies of all draft subdivision and land development ordinance amendments.

3. Selected Zoning Ordinance Update. The Montgomery County Planning Commission will draft new Zoning Ordinance language designed to further Township preservation goals. Possible revisions may include, but not necessarily be limited to, the following:
  - a. Draft ordinance language for the maintenance of conservation lands by the property owner or homeowners association.
  - b. Draft language to amend the LPD and RPD Districts to incorporate recommendations from the Natural Features Inventory so as to protect designated conservation from development.
  - c. Draft language which would add incentives for the preservation of historic structures.
4. Other tasks related to the above.

**EXHIBIT C  
CONTRACT COSTS AND MUNICIPAL SHARE**

		<u>Total Cost</u>	<u>Municipal Share (50%)</u>
<u>Year One</u>			
4	Planner Days/Month @ \$418/day	\$20,064.00	\$10,032.00
4	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 836.00</u>	<u>\$ 418.00</u>
	<i>Year One Total</i>	\$ 20,900.00	\$10,450.00
 <u>Year Two</u>			
2	Planner Days/Month @ \$426/day	\$10,224.00	\$ 5,112.00
4	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 852.00</u>	<u>\$ 426.00</u>
	<i>Year Two Total</i>	\$11,076.00	\$ 5,538.00
 <u>Year Three</u>			
2	Planner Days/Month @ \$435/day	\$10,440.00	\$ 5,220.00
4	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 872.00</u>	<u>\$ 435.00</u>
	<i>Year Three Total</i>	\$11,310.00	\$ 5,655.00
	<i>Total Contract Costs (Years 1-3)</i>	<u>\$43,286.00</u>	<u>\$21,643.00</u>

**SUMMARY OF INVOICES**

<u>Year One</u>		
	October 1999 (Invoice 1)	\$ 5,225.00
	April 2000 (Invoice 2)	\$ 5,225.00
 <u>Year Two</u>		
	October 2000 (Invoice 3)	\$ 2,769.00
	April 2001 (Invoice 4)	\$ 2,769.00
 <u>Year Three</u>		
	October 2001 (Invoice 5)	\$ 2,827.50
	April 2002 (Invoice 6)	\$ 2,827.50
	<b>TOTAL</b>	<u>\$21,643.00</u>

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 99- 21**

**WHEREAS, JAMES L. JR. and DORIS L. BOSWELL, (“Grantors”)** are the owners of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the “Premises”) which land has been subdivided into three residential lots more particularly described on a Subdivision Plan prepared by Grande Engineering, being dated February 18, 1999 with a last revision date being June 2, 1999.

**WHEREAS,** the Grantors, for and in consideration of One Dollar (\$1.00) desire to dedicate to Worcester Township (“Grantee”) for public use and enjoyment, that portion of their property lying between the legal and the ultimate right-of-way line along Kriebel Mill Road; and

**WHEREAS,** the Grantee, by accepting and recording this Deed, accepts the parcel of ground, more particularly described in Exhibit “A” which is 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 15<sup>th</sup> day of September, 1999, by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP**

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

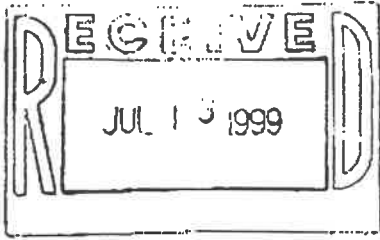
Attest: Chase E. Kneeland  
**CHASE E. KNEELAND, Secretary**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**EXHIBIT "A"**

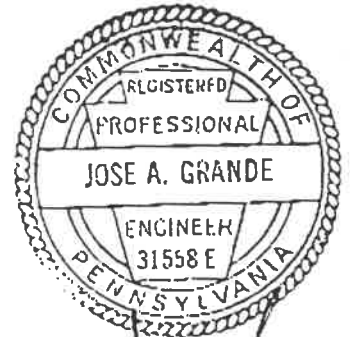
**LEGAL DESCRIPTION**





# KRIEBEL MILL ROAD

Right-of-way easement



*Jose A. Grande*

## Deed Description (Dedication of Right-of-Way)

**ALL THAT CERTAIN** piece of ground Situate in the Township of Worcester, County of Montgomery, State of Pennsylvania and more particularly bound and described according to a survey made thereof by Jeffrey A. Kurtz, Registered Surveyor, Norristown, Pennsylvania, and as shown on a Subdivision plan entitled Boswell Nursery Estates, prepared by Grande Engineering of Norristown, Pennsylvania, dated February 18, 1999 and last revised June 2, 1999, being the area between the centerline and ultimate right-of-way of Kriebel Mill Road offered for dedication to the Township of Worcester, on the aforementioned Subdivision plan as follows to wit:

**BEGINNING** at a spike on the centerline of Kriebel Mill Road ( 60 ft. right-of-way ). Said spike being located North forty-three degrees fifty-three minutes sixteen seconds West, a distance of thirty feet from a concrete monument, said monument being the common corner of the northeast corner of Tax Map Parcel # 67-00-01975-037 being the property of N/F Steven J. & Patricia Doyle Weber, the northwest corner of lot # 2 of the aforementioned Subdivision, and on the east side ultimate right-of-way line of Kriebel Mill Road (60 ft. R/W);

**Thence** along the centerline of Kriebel Mill Road (60 ft. R/W), North forty-seven degrees three minutes seven seconds East a distance of three hundred forty-nine and ninety-two one hundredths feet to a point, a nail in the bed of Kriebel Mill Road; Thence South forty-two degrees fifty-nine minutes twenty-nine seconds East thirty feet to a point, a concrete monument, said monument being the common corner of the northwest corner of Tax Map Parcel # 67-00-01981 being the property of N/F Clarence & Ethel Baker, the northeast corner of lot # 3 of the aforementioned Subdivision, and on the east side ultimate right-of-way of Kriebel Mill Road; Thence along the east side ultimate right-of-way of Kriebel Mill Road, and along the frontages of lots # 3, # 1 & # 2 of the aforementioned Subdivision, South forty-seven degrees three minutes eight seconds West three hundred forty-nine and forty-five one hundredths feet to a point, a concrete monument, said monument being the common corner of the northwest corner of lot # 2 of the aforementioned Subdivision, the northeast corner of the Tax Map Parcel # 67-00-01975-037 being the property of N/F Steven J. & Patricia Doyle Weber, and on the east side ultimate right-of-way line of Kriebel Mill Road; Thence leaving the east side ultimate right-of-way of Kriebel Mill Road North forty-three degrees fifty-three minutes sixteen seconds West, thirty feet to a point a spike on the centerline of Kriebel Mill Road being the first mentioned point and place of beginning.

**CONTAINING** two hundred and forty-one one-thousandths acres of land, be the same more or less.

Parcel No. 670001978007

**DEED OF DEDICATION**

**THIS INDENTURE** made this 13 day of Aug A.D., 1999,

**FROM**

**JAMES L., Jr. and DORIS L. BOSWELL**, (hereinafter called "Grantors") of the one part,

**TO**

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

**WITNESSETH:**

**THAT** the said Grantors for and in consideration of the sum of **ONE DOLLAR (\$1.00)**, lawful money of the United States of America, unto them 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, 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, and which is part of Tax Parcel No. 670001978007;

**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, 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 Grantors, their heirs 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 Grantors, nor their heirs 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 they, the said Grantors, nor their heirs 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 Grantors, for themselves and their heirs and assigns do severally, and not jointly nor the act or deed of the other, but each for his or her own act only, covenant, promise and agree to and with the said Grantee, its successors and assigns, that they, the said Grantors, have 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.

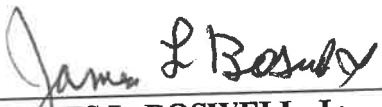
**AND** the said Grantors, for themselves and their heirs and assigns, do by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that they, the said Grantors shall and will warrant and forever defend the hereinabove described tract or parcel of 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 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.

**N WITNESS WHEREOF**, the Grantors have caused this Deed to be signed by its duly on the day and year first above written.

**GRANTORS:**

  
\_\_\_\_\_  
JAMES L. BOSWELL, Jr.

  
\_\_\_\_\_  
DORIS L. BOSWELL

ACKNOWLEDGMENT


COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

On this, the 13<sup>TH</sup> day of AUGUST, 1999, before the undersigned officer, personally appeared **James L. Boswell, Jr. and Doris L. Boswell** known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

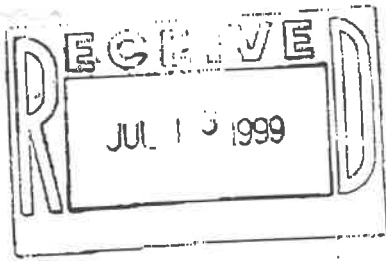
  
Notary Public

My commission expires:

Notarial Seal  
Doris J. Dickinson, Notary Public  
Collegeville Boro, Montgomery County  
My Commission Expires Feb. 17, 2003  
Member, Pennsylvania Association of Notaries

**EXHIBIT "A"**

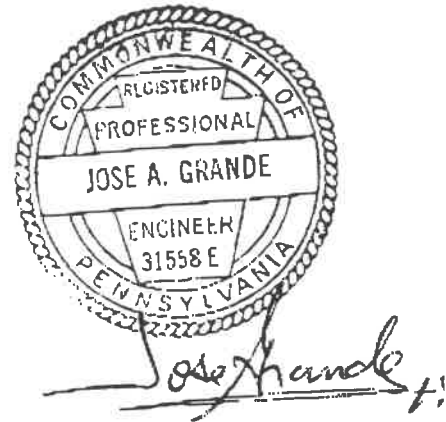
JUL-13-99 10:10A



## KRIEBEL MILL ROAD

Right-of-way easement

Deed Description  
(Dedication of Right-of-Way)



**ALL THAT CERTAIN** piece of ground Situate in the Township of Worcester, County of Montgomery, State of Pennsylvania and more particularly bound and described according to a survey made thereof by Jeffrey A. Kurtz, Registered Surveyor, Norristown, Pennsylvania, and as shown on a Subdivision plan entitled Boswell Nursery Estates, prepared by Grande Engineering of Norristown, Pennsylvania, dated February 18, 1999 and last revised June 2, 1999, being the area between the centerline and ultimate right-of-way of Kriebel Mill Road offered for dedication to the Township of Worcester, on the aforementioned Subdivision plan as follows to wit:

**BEGINNING** at a spike on the centerline of Kriebel Mill Road ( 60 ft. right-of-way ). Said spike being located North forty-three degrees fifty-three minutes sixteen seconds West, a distance of thirty feet from a concrete monument, said monument being the common corner of the northeast corner of Tax Map Parcel # 67-00-01975-037 being the property of N/F Steven J. & Patricia Doyle Weber, the northwest corner of lot # 2 of the aforementioned Subdivision, and on the east side ultimate right-of-way line of Kriebel Mill Road (60 ft. R/W);

**Thence** along the centerline of Kriebel Mill Road (60 ft. R/W), North forty-seven degrees three minutes seven seconds East a distance of three hundred forty-nine and ninety-two one hundredths feet to a point, a nail in the bed of Kriebel Mill Road; Thence South forty-two degrees fifty-nine minutes twenty-nine seconds East thirty feet to a point, a concrete monument, said monument being the common corner of the northwest corner of Tax Map Parcel # 67-00-01981 being the property of N/F Clarence & Ethel Baker, the northeast corner of lot # 3 of the aforementioned Subdivision, and on the east side ultimate right-of-way of Kriebel Mill Road; Thence along the east side ultimate right-of-way of Kriebel Mill Road, and along the frontages of lots # 3, # 1 & # 2 of the aforementioned Subdivision, South forty-seven degrees three minutes eight seconds West three hundred forty-nine and forty-five one hundredths feet to a point, a concrete monument, said monument being the common corner of the northwest corner of lot # 2 of the aforementioned Subdivision, the northeast corner of the Tax Map Parcel # 67-00-01975-037 being the property of N/F Steven J. & Patricia Doyle Weber, and on the east side ultimate right-of-way line of Kriebel Mill Road; Thence leaving the east side ultimate right-of-way of Kriebel Mill Road North forty-three degrees fifty-three minutes sixteen seconds West, thirty feet to a point a spike on the centerline of Kriebel Mill Road being the first mentioned point and place of beginning.

**CONTAINING** two hundred and forty-one one-thousandths acres of land, be the same more or less.

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 99- 22**

**THE BROOKE TRACT**

**PRELIMINARY/FINAL SUBDIVISION APPROVAL**

**WHEREAS, WARREN and CAROLYN BROOKE ("Developers")** are the owners and developers of a certain tract of land situate in Worcester Township on Germantown Pike (the "**Development**"), which is more particularly shown on a plan prepared by Czop/Spector, Inc., being a plan consisting of one (1) sheet dated May 5, 1999, with a last revision date being August 11, 1999, which plans cover a total tract area of approximately two (2) acres (the "**Plan**"), setting forth the proposed subdivision of the tract into two (2) parcels, with the rear parcel to be conveyed to and consolidated with the adjoining lands owned by John Heyser in accordance with the Plan; and

**WHEREAS,** the Plan described above is being incorporated into this Preliminary/Final Approval by reference; and

**WHEREAS,** Owner/Developer shall obtain and deliver to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the subdivision prior to the Plan being recorded; and

**WHEREAS,** the Developer desires to obtain Preliminary/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 Preliminary/Final Approval of the Development as shown on the Plan, subject, however, to the following conditions:

1. At this time, the Township waives the following requirements of the Township Subdivision and Land Development Code:
  - (a) Section 130-16C(2) pertaining to road widening.
  - (b) Section 130-18 pertaining to the installation of curbing and sidewalks;
  - (c) Section 130-33C.1 pertaining to the identification of existing features within 400 feet of the subject site; and
  - (d) Section 130-28 pertaining to landscaping.
2. The proposed Lot 2 is to be joined in a common deed with the lands of the adjacent parcel currently owned by John E. and Ida Jane Heyser.
3. The area between the title line and ultimate right-of-way along Germantown Pike shall be offered for dedication to Worcester Township. Developer shall provide a legal description to be approved by the Township Engineer of the area between the title line and right-of-way along Germantown Pike.
4. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plan and Notes to the Plan, Preliminary/Final Approval, Resolution and all legal fees and engineering and inspection fees shall be borne entirely by the Developer and shall be at no cost to the Township.

5. 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.

6. 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.

7. 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 linens) 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  
September 15, 1999.

**WORCESTER TOWNSHIP**

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

Attest: Chase E. Kneeland  
**CHASE E. KNEELAND, Secretary**

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 99- 23**

**THE KOREAN MISSION CHURCH TRACT**

**FINAL LAND DEVELOPMENT APPROVAL**

**WHEREAS, KOREAN MISSION CHURCH** of Broomall, Pennsylvania ("**Developer**") is the owner and developer of a certain tract of land consisting of 38.13 acres located on Morris Road and Wentz Church Road situate in Worcester Township known as The Korean Mission Church Tract (the "**Development**"), which is more particularly shown on plans prepared by Robert E. Blue Consulting Engineers, being plans consisting of twelve (12) sheets dated June 4, 1998, with a last revision date being January 20, 1999 (the "**Plans**"), setting forth the proposed development of the tract into a church and parking lot in accordance with those Plans (a complete schedule of the Land Development 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 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 Development as shown on the Plans described on Exhibit "A" attached hereto, subject, however, to the following conditions:

1. Although the maintenance of all detention basins surface and subsurface stormwater drainage easements shall be the responsibility of the landowner 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 landowner is not fulfilled after reasonable notice to do so.

2. Prior to the Township's execution of the Plans, Developer agrees to execute a Land Development and Escrow Agreement with Worcester Township in which the Developer shall obligate itself to complete all of the public improvements shown on the Plans within one (1) year of the date of that Agreement 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.

3. 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 18, 1998, and the terms and conditions of the above-described Land Development and Escrow Agreement, 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, Preliminary Approval Resolution, this Final Approval Resolution and the Land Development and Escrow Agreement 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 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 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 land development 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 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.

8. 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 liens) 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 September 15, 1999.

**WORCESTER TOWNSHIP**

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

*Frank L. Davey*  
**FRANK L. DAVEY, Chairman**  
**Board of Supervisors**

Attest: \_\_\_\_\_

*Chase E. Kneeland*  
**CHASE E. KNEELAND, Secretary**

TOWNSHIP OF WORCESTER KOREAN MISSION CHURCH LAND DEVELOPMENT LIST OF PLAN SHEETS		
SHEET NO.	TITLE	DATE OF LATEST REVISION
1 of 12	Record Plan	1/20/99
2 of 12	Existing Features Plan	1/20/99
3 of 12	Grading & Utilities Plan	1/20/99
4 of 12	Erosion & Sedimentation Control Plan	1/20/99
5 of 12	Landscape and Lighting Plan	1/20/99
6 of 12	Drainage Plan	1/20/99
7 of 12	Storm Profiles	1/20/99
8 of 12	Highway Occupancy Permit Plan	1/20/99
9 of 12	Highway Occupancy Permit Plan	1/20/99
10 of 12	Highway Occupancy Permit Plan	1/20/99
11 of 12	Detail Sheet	1/20/99
12 of 12	Detail Sheet	1/20/99



**WORCESTER TOWNSHIP**

**BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 99- 24**  
**FAWN CREEK SUBDIVISION (PHASE II)**

**EXTENSION TO FUND ESCROWS**

**WHEREAS, VESTERRA CORPORATION** (“Developer”) is the owner and developer of a certain tract of land situate in Worcester Township known as the Smith Tract, being developed as a subdivision called “Fawn Creek”;

**WHEREAS**, the subdivision known as Fawn Creek is to be developed in two phases;

**WHEREAS**, the Worcester Township Board of Supervisors previously granted Final Approval of the amended plans for Phase I of the development on October 16, 1996 pursuant to Resolution 96-31; and

**WHEREAS**, the Worcester Township Board of Supervisors previously granted final approval of the Phase II plans for the development on December 17, 1997 pursuant to Resolution No. 97-39; and

**WHEREAS**, the Phase II Final Approval Resolution No. 97-39 allowed Developer one year in which to enter into a Subdivision and Escrow Agreement and fund public improvement escrows for Phase II of the Fawn Creek subdivision; and

**WHEREAS**, at the regular meeting of the Board of Supervisors on December 16, 1998, Developer received an extension of time until March 31, 1999 in which to enter into a Subdivision and Escrow Agreement and fund the public improvement escrows for Phase II.

**WHEREAS**, at the regular meeting of the Board of Supervisors on April 15, 1999, Developer received a ninety (90) day extension of time from March 31, 1999 in which to enter into a Subdivision and Escrow Agreement and fund the public improvement escrows for Phase II in accordance with the revised public improvement escrows as prepared by the Township Engineer dated April 7, 1999;

**WHEREAS**, at the regular meeting of the Board of Supervisors on July 21, 1999, the Worcester Township Board of Supervisors granted Developer an extension of ninety (90) days from June 30, 1999 to enter into a Subdivision and Escrow Agreement and fully fund the escrows as prepared by the Township Engineer, bearing the date of April 7, 1999;

**WHEREAS**, Developer has experienced delay in obtaining financing for the Phase II Improvements;

**WHEREAS**, Developer has requested a 45 day extension in which to enter into a Subdivision and Escrow Agreement and fund the public improvement escrows for Phase II of the Fawn Creek subdivision; and

**NOW, THEREFORE, BE IT RESOLVED** that the Worcester Township Board of Supervisors hereby grants Developer an extension of forty-five (45) days from September 28, 1999 to enter into a Subdivision and Escrow Agreement and fully fund the escrows as prepared by the Township Engineer, bearing the date of April 7, 1999.

**APPROVED**, at the Public Meeting of the Worcester Township Board of supervisors  
held September 15, 1999.

**WORCESTER TOWNSHIP**

BY: Frank L. Davey  
**FRANK L. DAVEY, CHAIRMAN  
BOARD OF SUPERVISORS**

ATTEST: Chase E. Kneeland  
**CHASE E. KNEELAND, SECRETARY**

**Parcel No. 67-00-00664-00-7**

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 99- 25**

**WHEREAS, T-SQUARED REALTY LLC, (“Grantor”)** is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the “Premises”) which land is being developed into an office and warehouse as more particularly described on a Land Development Plan prepared by Chambers Associates, Inc., being dated March 12, 1999 with a last revision date being July 29, 1999.

**WHEREAS,** the Grantor, for and in consideration of One Dollar (\$1.00) desires to dedicate to Worcester Township (“Grantee”) for public use and enjoyment, that portion of their property lying between the legal and the ultimate right-of-way line along Trooper Road; and

**WHEREAS,** the Grantee, by accepting and recording this Deed, accepts the parcel of ground, more particularly described in Exhibit “A” which is 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 20th day of October, 1999, by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP**

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

Attest: Chase E. Kneeland  
**CHASE E. KNEELAND, Secretary**

**COMMONWEALTH OF PENNSYLVANIA** :

: **SS.**

**COUNTY OF MONTGOMERY** :

On this, the \_\_\_\_ day of \_\_\_\_\_, 199\_\_, before me, the undersigned officer, personally appeared **Frank L. Davey** and **Chase E. Kneeland**, who acknowledged themselves to be the Chairman and Secretary of the Board of Supervisors of Worcester Township, and that they as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Worcester Township themselves as such officers.

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

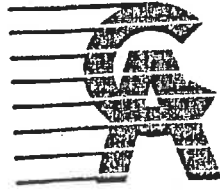
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**Notary Public**

**My Commission expires:**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**



Consulting Engineers  
and Surveyors

831 DeKalb Pike  
Center Square, PA 19422  
610-275-1114  
FAX 275-1807

Chambers Associates, Inc.

619 Conestoga Road  
Villanova, PA 19085  
610-688-6166  
FAX 688-6705

Job # 742-002  
August 25, 1999

### Legal Description

#### Trooper Road Right-of-Way for Dedication

Worcester Township, Montgomery County

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 Record Plan prepared for 1547 Trooper Road.; by Chambers Associates, Inc., Consulting Engineers and Surveyors, dated March 12, 1999, last revised July 29, 1999, as follows to wit:

Beginning at a point a marble stone set on the Northerly side of Trooper or Church Road (thirty-three feet wide) which stone is at the distance of sixteen and fifty-two one-hundredths feet measured North forty degrees, twenty-seven minutes, West from a spike set in the middle of Trooper or Church Road, which spike is at the distance of one thousand seven hundred twenty-six and seventy-five one-hundredths feet measured North forty-six degrees, fifty minutes, East along the physical middle line of Trooper Road or Church Road, from its intersection with the physical centerline of Township Line Road; thence from said point of beginning along the common property line between lands now or late of Benjamin F. Hitchens and Sara L. Pose and lands now or late of 1547 Trooper Road North 40 degrees 27 minutes 00 seconds West. 23.53 feet to a concrete monument to be set at the intersection with the ultimate right-of-way of Trooper Road; thence along said right-of-way North 46 degrees 50 minutes 00 seconds East 805.83 feet to a concrete monument to be set at the intersection of said right-of-way with the common property line between lands now or late of Worcester Township and lands or late of the aforementioned 1547 Trooper Road; thence along said common property line South 34 degrees 57 minutes 31 seconds East 40.41 feet to a point on the centerline of Trooper Road; thence along said centerline South 46 degrees 50 minutes 00 seconds West 551.67 feet to a point of turning; thence North 40 degrees 27 minutes 00 seconds West 16.52 to a point; thence South 46 degrees 50 minutes 00 seconds West 250.28 feet to the first mentioned point and place of beginning.

Containing: 0.643 acres more or less

EXHIBIT "A"



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
BUREAU OF RECREATION AND CONSERVATION

**KEYSTONE RECREATION, PARK AND CONSERVATION FUND  
PLANNING, IMPLEMENTATION AND TECHNICAL ASSISTANCE GRANT PROGRAM**

**COMMUNITY GRANT PROGRAM**

**RESOLUTION No. 99-26**

WHEREAS, Act 1995-18 authorized the Department of Conservation and Natural Resources (DCNR) to provide grant funds to local governments and municipal authorities for community and regional projects involving the planning, acquiring, improving, managing, operating and maintaining public park, recreation and conservation areas, facilities and programs;

WHEREAS, Act 1993-50 authorized the Department to provide grant funds for various municipal recreation and park projects;

WHEREAS, Township of Worcester (name of applicant) desires to

implement a Planning, Implementation and Technical Assistance (PITA) grant project for Community

Greenway Plan (name of community, facility, park) in accordance with the provisions of Act 1993-50;

WHEREAS, the applicant shall not discriminate against any employee or against any applicant for employment because of race, religion, color, ancestry, national origin, sex, age or handicap;

WHEREAS, the general public has had the opportunity to comment on the proposed project;

WHEREAS, if this proposed study is a Master Site Plan or Pool Rehabilitation Feasibility Study, the site to be planned is owned by the applicant or is controlled by the applicant through a long-term lease of at least 25 years;

WHEREAS, to the best of the applicant's knowledge, the proposed project is not in violation of the Governor's E.O. 1997-6 for preservation of primary agricultural lands;

WHEREAS, the estimated cost of the project is \$ 35,000 ; (amount)

WHEREAS, the \$ 17,500 local share will be available for the purposes herein applied; and (cash amount)

WHEREAS, Twp of Worcester (name of applicant) will use the results of this project to guide decisions regarding the future recreation, park, open space and recreation center operations, maintenance, planning, and implementation.

NOW, THEREFORE BE IT RESOLVED BY THE Board of Supervisors (governing body)

of the Twp of Worcester (name of applicant) on this 20th day of October 1999 (month) (year)

that it agrees to comply with the requirements of the Keystone Community Grant Program and the Department of Conservation and Natural Resources for the purposes of obtaining grant funds to implement this PITA grant project.

Attest:

*Barbara S. Calozzo*

**Notarial Seal**  
Barbara S. Calozzo, Notary Public  
Worcester Twp., Montgomery County  
My Commission Expires Oct. 30, 2000

*Frank L. Davey*  
Signature/Chief Elected Official or Non-Profit Board Chairperson

**Frank L. Davey, Chairman**  
Title/Chief Elected Official or Non-Profit Board Chairperson



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
BUREAU OF RECREATION AND CONSERVATION

**KEYSTONE RECREATION, PARK AND CONSERVATION FUND  
ACQUISITION AND DEVELOPMENT GRANT PROGRAMS RESOLUTION**

RESOLUTION NO. 99-27

WHEREAS Act 50 of 1993, the Keystone Recreation, Park and Conservation Fund Act, provides a source of grant funds to the Department of Conservation and Natural Resources, Bureau of Recreation and Conservation, to implement a grant-in-aid program for community park, recreation and conservation projects, rails-to-trails projects, and rivers conservation projects; and

WHEREAS Township of Worcester desires to  
(name of applicant)  
Develop Heebner Park  
(acquire, develop, or rehabilitate) (name of property, park, or facility)

for public use in accordance with the provisions of Act 1993-50, and

WHEREAS the applicant shall not discriminate against any employee or against any applicant for employment because of race, religion, color, ancestry, national origin, sex, age or handicap; and

WHEREAS the general public has had the opportunity to comment on the proposed project; and

WHEREAS, to the best of the applicant's knowledge, the property to be acquired/developed has not been used for storage/disposal of toxic chemicals/waste, nor is it affected by such a site; and

WHEREAS, to the best of the applicant's knowledge, any wetland areas located on the property to be acquired/developed have been identified and will be protected in accordance with applicable state/federal laws and regulations; and

WHEREAS, to the best of the applicant's knowledge, the proposed project is not in violation of the Governor's E.O. 1997-6 for preservation of primary agricultural lands; and

WHEREAS the estimated cost of the project is \$ 1,250,000; and  
(amount)

WHEREAS the \$ 1,150,000 local match will be available to accomplish the proposed project; and  
(amount)

WHEREAS the applicant has assessed what administrative, cash, and/or non-cash needs would be required to provide the local match for the requested grant herein applied and affirms that the applicant has the capacity to proceed with the project; and

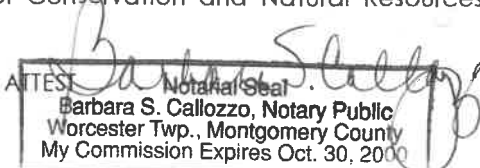
WHEREAS Township of Worcester acknowledges the responsibility to  
(name of applicant)

annually budget funds for maintenance/operation of the project site/facility:


NOW, THEREFORE BE IT RESOLVED BY THE Board of Supervisors  
(governing body)

of the Township of Worcester on this 20th day of October 1999  
(name of applicant) (month) (year)

that is agrees to comply with the requirements of the Keystone Acquisition and Development Grant program and the Department of Conservation and Natural Resources for the purpose of obtaining grant funds to implement this project.

ATTEST   
Notarial Seal  
Barbara S. Calozzo, Notary Public  
Worcester Twp., Montgomery County  
My Commission Expires Oct. 30, 2000

Frank L. Davey, Chairman  
Title/Chief Elected Official or Nonprofit Board Chairperson

  
Signature/Chief Elected Official or Nonprofit Board chairperson

Parcel No. 67-00-02839-00-1

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 99- 28**

**WHEREAS, A. VICTOR MEITNER, JR. and DALE L. MEITNER** (“Grantors”) are the owners of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the “Premises”) which land is being subdivided into five (5) single-family dwelling lots as more particularly described on a Subdivision Plan prepared by Chambers Associates, Inc., being dated August 12, 1998 with a last revision date being August 2, 1999.


**WHEREAS,** the Grantors, for and in consideration of One Dollar (\$1.00) desire to dedicate to Worcester Township (“Grantee”) for public use and enjoyment, that portion of their property lying between the legal and the ultimate right-of-way line along Potshop Road; and

**WHEREAS,** the Grantee, by accepting and recording this Deed, accepts the parcel of ground, more particularly described in Exhibit “A” which is 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 20th day of October, 1999, by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP**

By:   
**FRANK L. DAVEY, Chairman**  
**Board of Supervisors**

Attest:   
**CHASE E. KNEELAND, Secretary**

**COMMONWEALTH OF PENNSYLVANIA**     ;

:     **SS.**

**COUNTY OF MONTGOMERY**             :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, before me, the undersigned officer, personally appeared **Frank L. Davey** and **Chase E. Kneeland**, who acknowledged themselves to be the Chairman and Secretary of the Board of Supervisors of Worcester Township, and that they as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Worcester Township themselves as such officers.

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

\_\_\_\_\_  
**Notary Public**

**My Commission expires:**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**



Consulting Engineers  
and Surveyors

831 DeKalb Pike  
Center Square, PA 19422  
610-275-1114  
FAX 275-1807

Chambers Associates, Inc.

619 Conestoga Road  
Villanova, PA 19085  
610-688-6166  
FAX 688-6705  
May 28, 1999  
Revised: July 8, 1999  
Job # 124-009A

**LEGAL DESCRIPTION**  
**MEITNER SUBDIVISION**  
**POTSHOP ROAD RIGHT-OF-WAY**

**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 thereof, prepared by Chambers Associates, Inc., dated August 12, 1998, last revised July 6, 1999, as follows to wit:

**BEGINNING** at a point on the title line of Potshop Road said point being a common property corner with lands of Cross Roads Realty Company; thence, extending from said point of beginning along the property line with Cross Roads Realty Company South 63 degrees, 37 minutes, 52 seconds West, 33.20 feet; thence, extending the following three courses and distances along the westerly right-of-way line of Potshop Road: (1) North 17 degrees, 44 minutes, 32 seconds West, 159.11 feet to a point of curvature, (2) Extending along the arc of a circle curving to the left in a northerly direction with a radius of 170.00 feet, an arc distance of 55.42 feet to a point of tangency, (3) North 36 degrees, 25 minutes, 19 seconds West, 326.63 feet to a point on lands of Donald R. Eckman, Jr.; thence, extending along the Eckman property line North 61 degrees, 25 minutes, 00 seconds East, 31.78 feet to a point on the title line of Potshop Road; thence, extending the following two courses and distances along the title line of Potshop Road: (1) South 36 degrees, 30 minutes, 00 seconds East, 353.82 feet, (2) South 18 degrees, 10 minutes, 00 seconds East, 188.97 feet to the first mentioned point and place of beginning.

WORCESTER TOWNSHIP BOARD OF SUPERVISORS  
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA  
RESOLUTION NO. 99-29

**JASON RYAN**

**EAGLE SCOUT**

*WHEREAS, Jason Ryan, after many years of dedication and exemplary hard work, has attained the rank of EAGLE SCOUT; and*

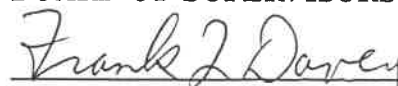
*WHEREAS, the Board of Supervisors of Worcester Township desires to recognize the achievement of this distinguished goal by Jason Ryan.*

*NOW THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors hereby commends Jason Ryan for becoming an asset to Boy Scout Troop 133, the Township of Worcester and his family.*

*APPROVED, this 20<sup>th</sup> day of October, 1999 by the Board of Supervisors of Worcester Township.*

WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS

By:

  
FRANK L. DAVEY, CHAIRMAN

  
CHASE E. KNEELAND, SECRETARY



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

*RESOLUTION NO. 99-30*

***CHRISTOPHER PSCULKOWSKI***

***EAGLE SCOUT***

*WHEREAS, Christopher Psculkowski, 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 Christopher Psculkowski.*

*NOW THEREFORE, BE IT RESOLVED, that the Worcester Township Board of Supervisors hereby commends Christopher Psculkowski for becoming an asset to Boy Scout Troop 133, the Township of Worcester and his family.*

*APPROVED, this 20<sup>th</sup> day of October, 1999 by the Board of Supervisors of Worcester Township.*

***WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS***

***By:***

*Frank L. Davey*  
***FRANK L. DAVEY, CHAIRMAN***

*Chase E. Kneeland*  
***CHASE E. KNEELAND, SECRETARY***

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 99- 31**

**(METHACTON MEADOWS)**

**Hedwig Lane  
Kriebel Mill Road  
Stump Hall Road**

**WHEREAS, WALTER C. CZOP and ELSIE CZOP and WARICK BUILDERS, INC.**, (hereinafter collectively referred to as "Grantor"), are the owners of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (the "Premises") which land has been subdivided and developed by **SADDLEBROOK ESTATES, INC.** into ten (10) single-family dwelling building lots as more particularly described on Subdivision Plans prepared by Czop/Spector, Inc., being dated January 21, 1988 with a last revision date being January 19, 1995.

**WHEREAS**, the Grantor, for and in consideration of One Dollar (\$1.00) desires to dedicate to Worcester Township ("Grantee") for public use and enjoyment, those portions of their property lying between the legal and the ultimate right-of-way line along Stump Hall Road and Kriebel Mill Road and that portion of its property designated on the Plans as the ultimate rights-of-way for Hedwig Lane; and

**WHEREAS**, the Grantee, by accepting and recording this Deed, accepts the parcels of ground, more particularly described in Exhibit "A" which is 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 15<sup>th</sup> day of December, 1999, by the Board of Supervisors of Worcester Township.

**WORCESTER TOWNSHIP**

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

Attest: Chase E. Kneeland  
**CHASE E. KNEELAND, Secretary**

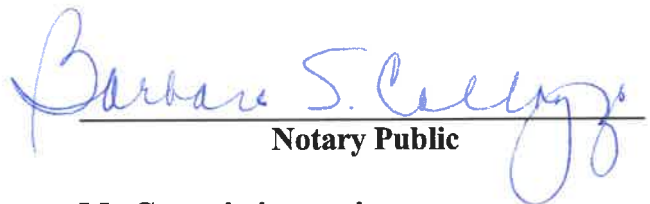
**COMMONWEALTH OF PENNSYLVANIA** :

: **SS.**

**COUNTY OF MONTGOMERY** :

On this, the 15<sup>TH</sup> day of DECEMBER, 1999, before me, the undersigned officer, personally appeared **Frank L. Davey** and **Chase E. Kneeland**, who acknowledged themselves to be the Chairman and Secretary of the Board of Supervisors of Worcester Township, and that they as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Worcester Township themselves as such officers.

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

  
\_\_\_\_\_  
**Notary Public**

**My Commission expires:**

**Notarial Seal**  
Barbara S. Calozzo, Notary Public  
Worcester Twp., Montgomery County  
My Commission Expires Oct. 30, 2000

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN WORCESTER TOWNSHIP MONTGOMERY COUNTY AND STATE OF PENNSYLVANIA BOUNDED AND DESCRIBED IN ACCORDANCE WITH A SUBDIVISION PLAN MADE FOR METHACTON ASSOCIATES BY CZOP/SPECTER INC. CONSULTING ENGINEERS AND SURVEYORS DATED 1/21/1988 AND LAST REVISED 1/19/1995 AS FOLLOWS TO WIT:

BEGINNING AT A POINT OF TANGENT ON THE NORTHEASTERLY SIDE OF HEDWIG LANE (50 FEET WIDE) SAID POINT IS AT THE DISTANCE OF 34.32 FEET MEASURED ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 25 FEET FROM A POINT OF CURVE ON THE SOUTHEASTERLY SIDE OF KRIEBEL MILL ROAD (60 FEET WIDE); THENCE EXTENDING FROM SAID BEGINNING POINT AND ALONG THE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY SIDE OF HEDWIG LANE THE 5 FOLLOWING COURSES AND DISTANCES: (1) SOUTH 33 DEGREES 39 MINUTES 50 SECONDS EAST 901.55 FEET TO A POINT OF CURVE (2) ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 300 FEET THE ARC DISTANCE OF 209.71 FEET TO A POINT OF TANGENT (3) SOUTH 78 DEGREES 05 MINUTES 10 SECONDS EAST 152.43 FEET TO A POINT OF CURVE (4) ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 375 FEET THE ARC DISTANCE OF 365.63 FEET TO A POINT OF TANGENT AND (5) NORTH 46 DEGREES 03 MINUTES EAST 373 FEET TO A POINT ON THE TITLE LINE IN THE BED OF STUMP HALL ROAD (60 FEET WIDE); THENCE EXTENDING ALONG THE TITLE LINE OF STUMP HALL ROAD SOUTH 43 DEGREES 57 MINUTES EAST 50 FEET TO A POINT; THENCE EXTENDING ALONG THE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY SIDE OF HEDWIG LANE THE 5 FOLLOWING COURSES AND DISTANCES: (1) SOUTH 46 DEGREES 03 MINUTES WEST 373 FEET TO A POINT OF CURVE (2) ON THE ARC OF A CIRCLE CURVING TO THE RIGHT HAVING A RADIUS OF 425 FEET THE ARC DISTANCE OF 208.25 FEET TO A POINT OF TANGENT (3) NORTH 78 DEGREES 05 MINUTES 10 SECONDS WEST 152.43 FEET TO A POINT OF CURVE (4) ON THE ARC OF A CIRCLE CURVING TO THE RIGHT HAVING A RADIUS OF 350 FEET THE ARC DISTANCE OF 271.36 FEET TO A POINT OF TANGENT (5) NORTH 33 DEGREES 39 MINUTES 50 SECONDS WEST 942.61 FEET TO A POINT ON THE TITLE LINE IN THE BED OF KRIEBEL MILL ROAD; THENCE EXTENDING ALONG THE TITLE LINE IN THE BED OF KRIEBEL MILL ROAD THE 2 FOLLOWING COURSES AND DISTANCES: (1) NORTH 45 DEGREES EAST 325.59 FEET TO A POINT AND (2) SOUTH 43 DEGREES 57 MINUTES EAST 30 FEET TO A POINT ON THE ULTIMATE RIGHT OF WAY LINE OF SAME; THENCE EXTENDING ALONG THE SAME SOUTH 45 DEGREES WEST 259.57 FEET TO A POINT OF CURVE; THENCE EXTENDING ON THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 25 FEET THE ARC DISTANCE OF 34.32 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

BEING THE BED OF HEDWIG LANE AND PART OF THE BEDS OF STUMP HALL ROAD AND KRIEBEL MILL ROAD.

EXHIBIT "A"



**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 99-32**

**THE FORD TRACT**

**PRELIMINARY SUBDIVISION APPROVAL**

**WHEREAS, WILLIAM J. FORD ("Developer")** is the owner and developer of a certain tract of land situate in Worcester Township known as the Ford Tract and formerly known as Lot No. 4 of Ford Subdivision (Resolution 98-14, 6/17/98), (the "**Development**"), which is more particularly shown on plans prepared by Charles E. Shoemaker, Inc., being plans consisting of five (5) sheets dated March 26, 1999, with a last revision date being September 13, 1999, (the "**Plans**"), setting forth the proposed subdivision 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 preliminary approval by reference; 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 described on Exhibit "A" attached hereto, subject, however, to the following conditions:



1. At this time, the Board of Supervisors hereby waives strict compliance with the following sections of the Worcester Township Subdivision and Land Development Ordinance:
  - a. Section 130-28.G(5) requiring landscape perimeter buffer plantings between Lot No. 4 and adjacent Lots No. 2 and 5;
  - b. Section 130-16.C requiring street widening along Valley Forge Road and Dell Road;
  - c. Section 130-18.A requiring concrete sidewalks along all public streets; and
  - d. Section 130-18.B requiring concrete curbing along all public streets.
2. Developer shall resolve to the satisfaction of the Township and the Township Engineer, any remaining concerns of the Worcester Township Planning Commission with regard to the landscaping to be added to the plan which shall be in addition to the landscaping required by the Worcester Township Subdivision and Land Development Ordinance in order to further screen the spray irrigation systems proposed for Lots No. 6 and 7 along Valley Forge Road.
3. Developer shall enter into Spray Irrigation System Maintenance Agreements which are satisfactory in form and content to Worcester Township and the Township Solicitor and shall require the posting of financial security with the Township and recording of the Spray Irrigation System Maintenance Agreements at the Montgomery County Office of the Recorder of Deeds.
4. Prior to final approval, Developer shall obtain and deliver to Township all appropriate permits and approvals required for the development of the property from any agency or body having jurisdiction over this development.
5. 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.

6. 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 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 December 15, 1999.

**WORCESTER TOWNSHIP**

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

Attest: Chase E. Kneeland  
**CHASE E. KNEELAND, Secretary**

**EXHIBIT "A"**

<b><u>SHEET NO.</u></b>	<b><u>PLAN TITLE</u></b>	<b><u>DATE</u></b>	<b><u>LAST REVISED</u></b>
1	Preliminary Subdivision Plan	3/26/99	9/13/99
2	Existing Features Plan	3/26/99	11/5/99
3	Grading and Erosion Control Plan	3/26/99	11/12/99
4	Plan and Profile--Water Street	9/13/99	11/12/99
5	Landscape Plan	9/13/99	11/12/99

**WORCESTER TOWNSHIP  
BOARD OF SUPERVISORS  
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA  
RESOLUTION NO. 99-33  
TAX LEVY RESOLUTION**

**A RESOLUTION OF THE TOWNSHIP OF WORCESTER**, County of Montgomery, Commonwealth of Pennsylvania, fixing the tax rates for the year 2000.

**BE IT RESOLVED AND ENACTED**, and it is hereby resolved and enacted by the Board of Supervisors of the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania:

That a tax be and the same is hereby levied on all real property within the Township of Worcester subject to taxation for the fiscal year 2000, as follows:

Tax rate for general purposes, the sum of .05 mill on each dollar of market valuation  
Or the sum of .0005 cent on each one hundred dollars of market valuation.

The same being summarized in tabular form as follows:

	Mills on Each Dollar Of Market Valuation	Cents on Each One-Hundred Dollars of Market Valuation
Tax Rate for General Purposes	.05 Mill	.0005 Cent
<b>TOTAL</b>	<b>.05 Mill</b>	<b>.0005 Cent</b>

That any resolution or part of resolution, conflicting with this resolution be and the same is hereby repealed insofar as the same affects this resolution.

Adopted the 15<sup>th</sup> day of December, AD 1999.

**WORCESTER TOWNSHIP**

By:

  
**FRANK L. DAVEY, Chairman**

**Board of Supervisors**

Attest:



**CHASE E. KNEELAND, Secretary**