

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

RESOLUTION NO. 97-25

WHEREAS, various developers have heretofore executed, acknowledged and delivered to Worcester Township (the "Township") Subdivision Plans which received final approval from the Township Board of Supervisors and which Subdivision Plans offered for public dedication certain portions of Dell Road within those respective developments; and

WHEREAS, the Township Engineer inspected all such roads and certified that the roads were constructed in compliance with the Township's specifications; and

WHEREAS, the Board of Supervisors of the Township (the "Board") in some cases duly adopted appropriate Resolutions accepting Deeds of Dedication for portions of Dell Road and, in other cases, informally accepted such portions by beginning and continuing maintenance and plowing and accepting all appropriate responsibility for Dell Road; and

WHEREAS, the Board, in all cases where such portions of Dell Road were formally or informally accepted as a road of the Township, intended that such acceptance would have the same effect as if the said road had been opened by Decrees of the Court of Common Pleas of Montgomery County, Pennsylvania;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania, that the Board does hereby confirm that those portions of Dell Road as set forth and described on Exhibit "A" attached hereto and expressly made a part hereof are "public roads" of Worcester Township within the meaning of the Second Class Township Code and Pennsylvania municipal law in general and that all such roads are

being maintained by Worcester Township and are being used by the public as, and for, public roads of Worcester Township.

Adopted this 17th day of September, 1997.

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

BY: 
JOHN H. GRAHAM, CHAIRMAN

ATTEST: 
CHASE E. KNEELAND, SECRETARY

LEGAL DESCRIPTION

DELL ROAD RIGHT-OF-WAY

WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

DESCRIPTION ALL THAT CERTAIN 33 foot wide strip of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania, for legal right-of-way of Dell Road being bounded and described as follows, to wit:

BEGINNING at a point on the southwesterly side of Water Street (S.R. 4005) (33 feet wide), said BEGINNING point being the southerly corner of the intersection of said southwesterly side of Water Street and the southeasterly side of Dell Road (33 feet wide); thence from said point of BEGINNING along said southeasterly side of Dell Road the following three (3) courses and distances, to wit: (1) S 46° 21' 30" W, 1,360.59 feet to a point of curve; thence (2) by an arc curving to the right having a radius of 316.50 feet, an arc length of 199.65 feet to a point of tangent; thence (3) S 82° 30' W, 36.12 feet to a point, said point being the easterly corner of the intersection of the said southeasterly side of Dell Road and the northeasterly side of Woodlyn Avenue (33 feet wide); thence along said northeasterly side of Woodlyn Avenue N 46° 31' W, 42.47 feet to a point, said point being the northerly corner of the intersection of the said northeasterly side of Woodlyn Avenue and the northwesterly side of the aforesaid Dell Road; thence along said northwesterly side of Dell Road the following three (3) courses and distances, to wit: (1) N 82° 30' E, 62.86 feet to a point of curve; thence (2) by an arc curving to the left having a radius of 283.50 feet, an arc length of 178.83 feet to a point of tangent; thence (3) N 46° 21' 30" E, 1,358.12 feet to a point, said point being the westerly corner of the intersection of said northwesterly side of Dell Road and the aforesaid southwesterly side of Water Street; thence along said southwesterly side of Water Street S 47° 55' E, 33.09 feet to the first mentioned point and place of BEGINNING.

CONTAINING 52,737 sq. ft. (1.2107 acres) more or less.

BEING a 33 foot wide legal right-of-way for Dell Road extending between Woodlyn Avenue and Water Street with the centerlines of said roads as shown on plans entitled "Subdivision Made For Wayne T. Dell", prepared by Donald H. Schurr, Civil Engineer & Surveyor, dated March 2, 1960 and "Subdivision of Property of William Ford", prepared by TEI Consulting Engineers Incorporated, dated March 25, 1974 with latest revision dated April 2, 1974.

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this 22ND day of SEPTEMBER, A.D., 1997, before me, the undersigned officer, personally appeared John H. Graham who acknowledged himself to be 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, by signing the name of the corporation by himself as Chairman.

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

Barbara S. Calozzo

Notary Public

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

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this 22ND day of SEPTEMBER, A.D., 1997, before me, the undersigned officer, personally appeared Chase E. Kneeland, Secretary of the Board of Supervisors of Worcester Township known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained.

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

Barbara S. Calozzo

Notary Public

Notarial Seal
Barbara S. Calozzo, Notary Pu
Worcester Twp., Montgomery Cr
My Commission Expires Oct. 30,

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 97-26

ABRUZZI ESTATES

WHEREAS, the Board of Supervisors of Worcester Township, by previous Resolution No. 97-4 dated February 19, 1997, approved plans presented by Michael and Theresa DiPrinzio ("Developer") for a certain tract of land situated in Worcester Township, Montgomery County, Pennsylvania, on the southside of Germantown Pike, West of Church Road. These plans were prepared by Eberhardt Engineers, being plans dated February 29, 1995, with a last revision date of June 25, 1996, which plans cover a total tract area of approximately 19 acres and which plans propose 54 carriage homes on that portion of the property located in the "MR" district (approximately 14.98 acres);

WHEREAS, Developer needs an additional ninety (90) days to coordinate the project;

NOW, THEREFORE, BE IT RESOLVED, that Worcester Township, having granted final approval of the Development at the public meeting of the Worcester Township Board of Supervisors held on the 19th day of February, as shown on the revised plan described above,

hereby grants another extension of the period for funding the public improvement escrow to December 4, 1997.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on September 17, 1997.

WORCESTER TOWNSHIP

By: *John H. Graham*
JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest:

Chase E. Kneeland
CHASE E. KNEELAND, Secretary

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 97-27

FROG HOLLOW ESTATES

WHEREAS, EVANS BUILDERS, INC. ("Grantor") is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania (of which 10 are residential building lots) comprising 25.26 acres located on Hollow Road, which land has been subdivided into 10 lots and is more particularly bounded and described on a Final Plan of Subdivision prepared by Robert E. Blue Consulting Engineers, P.C., being dated March 31, 1989, with a last revision date being March 13, 1992.

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 the property lying between the legal and the ultimate right-of-way line along Hollow Road; along Slough Drive and along Reichenbach Road; and

WHEREAS, the Grantee, by accepting and recording this Deed, accepts the parcels of ground, more particularly described in Exhibits "A-D" which are 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 and storm

sewer lines constructed thereunder (if any), and with the same effect as if they said roads 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 in pursuance with the laws of the Commonwealth of Pennsylvania.

APPROVED this 19th day of November, 1997, by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP

By: _____

John H. Graham
John H. Graham, Chairman
Board of Supervisors

Attest: _____

Chase E. Kneeland
Chase E. Kneeland, Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this 21ST day of NOVEMBER, A.D., 1997, before me, the undersigned officer, personally appeared John H. Graham who acknowledged himself to be 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, by signing the name of the corporation by himself as Chairman.

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

Barbara S. Calozzo
Notary Public

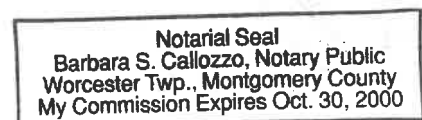


COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this 21ST day of NOVEMBER, A.D., 1997, before me, the undersigned officer, personally appeared Chase E. Kneeland, Secretary of the Board of Supervisors of Worcester Township known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained.

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

Barbara S. Calozzo
Notary Public



DEED OF DEDICATION

THIS INDENTURE made this 16th day of September A.D., 1997,
BETWEEN

EVANS BUILDERS, INC. (hereinafter called "Grantor") of the one part,

AND

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

W I T N E S S E T H:

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 public streets, roads or highways, together with the sanitary and storm sewer lines constructed thereunder, unto the said Grantee, its successors and assigns:

ALL THOSE CERTAIN tracts or parcels of ground Situate in Worcester Township, Montgomery County, Pennsylvania, more particularly described in Exhibits "A-D" which are attached hereto and made a part hereof.

TO HAVE AND TO HOLD the tracts or parcels 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 public streets, roads or highways, 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 roads 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 roads or streets 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 roads or streets to conform with the grades as first thereafter established or confirmed according to law.

AND the said Grantor, for itself, and 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, and 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 tracts or parcels 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 tracts or parcels of ground described herein as and for public streets, roads or highways.

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.

EVANS BUILDERS, INC.

By: 

Michael Evans, President

Attest: 

COMMONWEALTH OF PENNSYLVANIA :

: **SS**

COUNTY OF MONTGOMERY :

On this 17th day of September, A.D., 1997, before me, the undersigned officer, personally appeared Michael Evans, who acknowledged himself to be the President of Evans Builders, Inc., 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

Notarial Seal
Kathleen Colletti, Notary Public
Lower Gwynedd Twp., Montgomery County
My Commission Expires Sept. 18, 1997

Notarial Seal
Kathleen Colletti, Notary Public
Lower Gwynedd Twp., Montgomery County
My Commission Expires Sept. 18, 1997

EXHIBIT "A"



ROBERT E. BLUE, Consulting Engineers, P.C.

Parc Plaza, 725 Skippack Pike
Blue Bell, Pennsylvania 19422
Telephone: 215/542-9464
Telecopier: 215/542-0791

May 10, 1990
Revised September 8, 1997

Hollow Road Ultimate Right-Of-Way #1
Frog Hollow

Project 707-2

ALL THAT CERTAIN TRACT or piece of ground situate in Worcester Township, Montgomery County, Pennsylvania, in accordance with a plan titled "Record Plan," prepared for Evans Builders, Inc., dated March 31, 1989, last revised January 25, 1993, prepared by Robert E. Blue, Consulting Engineers, P.C., Blue Bell, Pennsylvania, as follows to wit:

BEGINNING at a point, said point being located within the center of Hollow Road, said point being South 40 degrees, 46 minutes, 00 seconds West, 2,715 feet more or less from the centerline intersection of Hollow Road and Water Street,

Thence, from the first mentioned point and place of beginning, the following courses and distances to wit;

South 49 degrees, 14 minutes, 00 seconds East, 30.00 feet to a point, said point being a concrete monument,

Thence, South 40 degrees, 46 minutes, 00 seconds West, along the ultimate right-of-way line for Hollow Road (30 foot wide ultimate right-of-way), 50.00 feet to a point, said point being a concrete monument.

Thence, North 49 degrees, 14 minutes, 00 seconds West, 30.00 feet to a point, said point being located in the centerline of Hollow Road,

Thence, North 40 degrees, 46 minutes, 00 seconds East, along the centerline of Hollow Road, 50.00 feet to a point, said point being the first mentioned point and place of beginning.

CONTAINING 1,500 sq. ft., more or less.



EXHIBIT "B"



ROBERT E. BLUE, Consulting Engineers, P.C.

Parec Plaza, 725 Skippack Pike
Blue Bell, Pennsylvania 19422
Telephone: 215/542-9464
Telecopier: 215/542-0791

May 10, 1990
Revised September 8, 1997

Hollow Road Ultimate Right-Of-Way #2
Frog Hollow

Project 707-2

ALL THAT CERTAIN TRACT or piece of ground situate in Worcester Township, Montgomery County, Pennsylvania, in accordance with a plan titled "Record Plan," prepared for Evans Builders, Inc., dated March 31, 1989, last revised January 25, 1993, prepared by Robert E. Blue, Consulting Engineers, P.C., Blue Bell, Pennsylvania, as follow to wit:

BEGINNING at a point, said point being located in the center of Hollow Road, said point being South 40 degrees, 46 minutes, 00 seconds West, 3,425 feet more or less from the centerline intersection of Hollow Road with Water Street.

Thence, from the first mentioned point and place of beginning the following courses and distances to wit;

South 49 degrees, 14 minutes, 00 seconds East, 30.00 feet to a point, said point being a concrete monument,

Thence, South 40 degrees, 46 minutes, 00 seconds West, along the ultimate right-of-way line of Hollow Road (30 foot wide ultimate right-of-way), 25.15 feet to a point, said point being a concrete monument,

Thence, North 48 degrees, 54 minutes, 00 seconds West, 30.00 feet to a point, said point being located in the centerline of Hollow Road,

Thence, North 40 degrees, 46 minutes, 00 seconds East, along the centerline of Hollow Road, 25.00 feet to a point, said point being the first mentioned point and place of beginning.

CONTAINING 753 sq. ft., more or less.

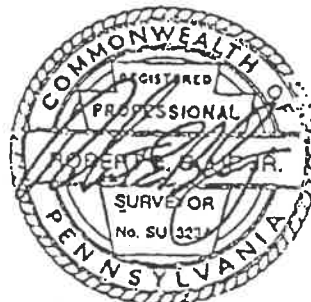


EXHIBIT "C"



ROBERT E. BLUE, Consulting Engineers, P.C.

Parec Plaza, 725 Skippack Pike
Blue Bell, Pennsylvania 19422
Telephone: 215/542-9464
Telecopier: 215/542-0791

May 10, 1990

Revised September 8, 1997

Slough Drive Right-Of-Way
Frog Hollow

Project 707-2

ALL THAT CERTAIN TRACT or piece of ground situate in Worcester Township, Montgomery County, Pennsylvania, in accordance with a plan titled "Record Plan," prepared for Evans Builders, Inc., dated May 31, 1989, last revised January 25, 1993, prepared by Robert E. Blue, Consulting Engineers, P.C., Blue Bell, Pennsylvania, as follows to wit:

BEGINNING at a point, said point being located along the ultimate right-of-way of Hollow Road (30 feet wide), said point being located at the following two (2) courses and distances from the centerline Intersection of Hollow Road with Water Street;

1. South 40 degrees, 46 minutes, 00 seconds West, 2,715 feet, more or less to a point, said point being located in the centerline of Hollow Road,

2. Thence, South 49 degrees, 14 minutes, 00 seconds East, 30.00 feet to a point, said point being a concrete monument, said point being on the ultimate right-of-way line of Hollow Road (30 feet wide),

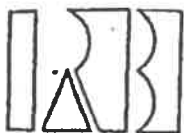
Thence, from the first mentioned point and place of beginning, the following courses and distances to wit;

South 49 degrees, 14 minutes, 00 seconds East, along the eastern right-of-way line of Slough Drive (50 feet wide), 573.95 feet to a point, said point being a point of curvature,

Thence, along the arc of a circle, curving to the left, with a radius of 125.00 feet, the arc distance of 196.35 feet to a point,

Thence, North 40 degrees, 46 minutes, 00 seconds East, 8.07 feet to a point, said point being a concrete monument, said point being a point of curvature,

Thence, along the arc of a circle, curving to the left, with a radius of 20.00 feet, the arc distance of 25.62 feet to a point, said point being a concrete monument, said point being a point of reverse curve,



ROBERT E. BLUE, Consulting Engineers, P.C.

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Slough Drive Right-Of-Way
Frog Hollow
Project 707-2

May 10, 1990
Revised September 8, 1997

Thence, along the arc of a circle, curving to the right, with a radius of 50.00 feet, the arc distance of 221.13 feet to a point, said point being a concrete monument,

Thence, South 40 degrees, 46 minutes, 00 seconds West, 75.15 feet to a point, said point being a concrete monument, said point being a point of curvature,

Thence, along the arc of a circle, curving to the right, with a radius of 175.00 feet, crossing over the centerline of Reichenbach Road, the arc distance of 274.88 feet to a point, said point being a concrete monument,

Thence, North 49 degrees, 14 minutes, 00 seconds West, along the western right-of-way line of Slough Drive (50 feet wide), 573.95 feet to a point, said point being a concrete monument, said point being on the ultimate right-of-way line for Hollow Road (30 feet wide),

Thence, North 40 degrees, 46 minutes, 00 seconds East, along the southern ultimate right-of-way line of Hollow Road, 50.00 feet to a point, said point being a concrete monument, said point being the first mentioned point and place of beginning.

CONTAINING 1.1519 acres, more or less.

9fqslog.lgl



EXHIBIT "D"



ROBERT E. BLUE, Consulting Engineers, P.C.

Parec Plaza, 725 Skippack Pike
Blue Bell, Pennsylvania 19422
Telephone: 215/542-9464
Telecopier: 215/542-0791

May 10, 1990
Revised September 8, 1997

Reichenbach Road Right-Of-Way
Frog Hollow

Project 707-2

ALL THAT CERTAIN TRACT or piece of ground situate in Worcester Township, Montgomery County, Pennsylvania, in accordance with a plan titled "Record Plan," prepared for Evans Builders, Inc., dated March 31, 1989, last revised January 25, 1993, prepared by Robert E. Blue, Consulting Engineers, P.C., Blue Bell, Pennsylvania, as follows to wit:

BEGINNING at a point, said point being a common point between the right-of-way line for Slough Drive (50 foot wide right-of-way), the right-of-way line for Reichenbach Road (50 foot wide right-of-way), and Lot 1, said point being a concrete monument to be set,

Thence, from the first mentioned point and place of beginning, the following courses and distances to wit;

Along the arc of a circle, curving to the left, along the southern right-of-way line of Slough Drive, and crossing over the centerline of Reichenbach Road, with a radius of 175.00 feet, the arc distance of 81.50 feet to a point, said point being a concrete monument,

Thence, along the arc of a circle, curving to the left, along the eastern right-of-way line for Reichenbach Road (50 foot wide right-of-way), with a radius of 20.00 feet, the arc distance of 26.76 feet to a point, said point being a concrete monument,

Thence, South 15 degrees, 56 minutes, 19 seconds West, along the eastern right-of-way of Reichenbach Road, 200.71 feet to a point, said point being a point of curvature,

Thence, along the arc of a circle, curving to the right, with a radius of 225.00 feet, the arc distance of 97.50 feet to a point,

Thence, South 40 degrees, 46 minutes, 00 seconds West, continuing along the eastern right-of-way line of Reichenbach Road, 68.35 feet to a point, said point being a point of curvature,

Thence, along the arc of a circle, curving to the left, with a radius of 20.00 feet, the arc distance of 25.62 feet to a point, said point being a point of reverse curvature,



ROBERT E. BLUE, Consulting Engineers, P.C.

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Reichenbach Road Right-Of-Way
Frog Hollow
Project 707-2

May 10, 1990
Revised September 8, 1997

Thence, along the arc of a circle, curving to the right, with a radius of 50.00 feet, the arc distance of 221.13 feet to a point, said point being located along the westerly right-of-way line of Reichenbach Road,

Thence, North 40 degrees, 46 minutes, 00 seconds East, along the western right-of-way line for Reichenbach Road, 135.43 feet to a point, said point being a point of curvature,

Thence, along the arc of a circle, curving to the left, with a radius of 175.00 feet, the arc distance of 75.83 feet to a point,

Thence, North 15 degrees, 56 minutes, 19 seconds East, continuing along the western right-of-way line for Reichenbach Road, 200.71 feet to a point, said point being a point of curvature,

Thence, along the arc of a circle, curving to the left, with a radius of 20.00 feet, the arc distance of 26.76 feet to a concrete monument, said point being along the southern right-of-way line for Slough Drive, being the first mentioned point and place of beginning.

CONTAINING 0.6417 acres, more or less.



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

RESOLUTION NO. 97-28

DRAGHICI SUBDIVISION (FORMERLY VAGNONI)

FINAL SUBDIVISION APPROVAL

WHEREAS, IOAN DRAGHICI and ANGELA DRAGHICI ("Developer") are the owners and developers of a certain tract of land situate in Worcester Township on Windy Hill Road (the "**Development**"), which is more particularly shown on plans prepared by Czop/Specter, Inc., being plans consisting of one (1) sheet dated March 21, 1997, which plans cover a total tract area of approximately 4.037 acres (the "**Plans**"), setting forth the proposed development of the tract into two (2) lots (lot 1 is a residential building lot and lot 2 contains an existing residential dwelling) in accordance with those Plans; and

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

WHEREAS, Developer has previously obtained and supplied 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 above, subject, however,

to the following conditions:

1. 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.

2. The Developer agrees that in lieu of reconstructing the cul-de-sac on Windy Hill Road, they will deposit the construction cost of that cul-de-sac work with the Township in addition to ten percent (10%) for contingencies and ten percent (10%) for engineering, construction, management and inspection. The total sum to be deposited is Twenty Thousand One Hundred Sixty Dollars (\$20,160.00). The Township agrees that upon receipt of this contribution to the General Fund the developer will not be responsible for constructing the cul-de-sac. This contribution in lieu of the immediate reconstruction of the cul-de-sac shall be made prior to the recording of the final plans.

3. The Board of Supervisors hereby agree that if an alternative sewage system is required on Lot #2, an alternative on-site sewage system will be permitted on the front yard of Lot #2. The alternative system will be allowed only if it is graded to blend into the existing topography of the lot. Developer agrees that prior to construction of any alternative sewage system, the grading and location of such system must be approved by the Township.

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 January 4, 1993, 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 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 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 Plans (3 paper and 2 linens) to the Township in sufficient time that such Plans 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 Plans 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 October 15, 1997.

WORCESTER TOWNSHIP

By: 
**JOHN H. GRAHAM, CHAIRMAN
BOARD OF SUPERVISORS**

Attest: 
CHASE E. KNEELAND, SECRETARY

MHK:slp/crf/ew/draghici
10/7/97

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 97-29

BILIKIEWICZ SUBDIVISION

FINAL SUBDIVISION APPROVAL

WHEREAS, EDWARD F. and JANE E. BILIKIEWICZ ("Developers") are the owners and developers of a certain tract of land situate in Worcester Township consisting of 21.7579 acres located at 2107 Wentz Church Road (the "**Development**"), which is more particularly shown on plans prepared by Herbert H. Metz, Inc. Civil Engineers, being plans consisting of three (3) sheets dated January 3, 1996, sheet 1 has a last revision date of September 16, 1997. Sheets 2 and 3 which are the landscape plan, have a last revision date of October 9, 1997 (the "**Plans**"). The Plans set forth the proposed development of the tract into six (6) lots in the AGR District, with the existing dwelling and barn to remain as Lot 1; and

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

WHEREAS, Developers have previously obtained and supplied to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development; and

WHEREAS, the Developers desire 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 above, subject, however, to the following conditions:

1. 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, Developers 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.

2. Prior to the Township's execution of the Plans, Developers agree to execute a Subdivision and Escrow Agreement with Worcester Township in which the Developers shall obligate themselves 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.

3. The Development shall be constructed in strict accordance with the content of the Plans, the terms and conditions of the Preliminary Approval Resolution 97-14, dated July 16, 1997, and the terms and conditions of the above-described Subdivision 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 and Subdivision and Escrow Agreement shall be borne entirely by the Developers and shall be at no cost to the Township.

5. Developers 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 Subdivision and Escrow Agreement must be accomplished within ninety 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.

7. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developers have 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 Developers to deliver fully and properly executed record Plans (three paper and two linens) to the Township in sufficient time as such Plans 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 Plans to the Township within this time frame shall render the approval of the Plans null and void.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on October 15, 1997.

WORCESTER TOWNSHIP

By: *John H. Graham*
JOHN H. GRAHAM, Chairman
Board of Supervisors

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

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 97-30

CENTER POINT FARMS

PRELIMINARY/FINAL CORRECTIVE PLAN APPROVAL

WHEREAS, GAMBONE BROTHERS DEVELOPMENT CO. ("Owner/Developer") is the owner of a certain tract of land situated in Worcester Township located on the north side of Skippack Pike west of its intersection with Weber Road (the "**Development**"); and

WHEREAS, the Development is more particularly shown on Subdivision Plans dated September 17, 1993, and last revised February 6, 1996, which were prepared by Stout, Tacconelli & Associates, Inc. (hereinafter known as the "**Original Plans**"). The Original plans set forth a subdivision of approximately 40 acres into 173 lots; and

WHEREAS, the Original Plans were approved by Resolution No. 96-3 on February 21, 1996, by the Worcester Board of Supervisors; and

WHEREAS, the Original Plans did not include the following: a tennis court, a swimming pool and fitness center facility; a mailbox building; and a putting green. The Original Plans also located a tot lot in a different location than is now felt desirable; and

WHEREAS, Stout, Tacconelli & Associates, Inc. has prepared a plan of correction dated September 17, 1993, with a last revision date of September 15, 1997, which includes a tennis court, a swimming pool and fitness center facility; a mailbox building; a putting green; and the relocated tot lot (hereinafter known as the "**Plan of Correction**"); and

NOW, THEREFORE, be it resolved, that the Worcester Township hereby grants preliminary/final approval of the Plan of Correction of the Development, subject to all the conditions set forth in Resolution No. 96-3 and shown on the Original Plans.

APPROVED AT the Public Meeting of the Worcester Township Board of Supervisors held on October 15, 1997.

WORCESTER TOWNSHIP

BY: *John H. Graham*
JOHN H. GRAHAM, CHAIRMAN
Board of Supervisors

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

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 97-31

WHEREAS, from time to time increasing Township costs and expenses require the adjustment of Township fees; and

WHEREAS, increased costs now require the adjustment of Township fees in the following areas: (a) residential subdivision land development applications and cash escrows; conditional use applications; variance applications and continuance costs for residential and commercial properties; use and occupancy permits for new residential and commercial properties and resold residential and commercial properties; building permits and cancellation fees for residential and commercial properties; demolition costs;

NOW THEREFORE, BE IT RESOLVED that the Worcester Township Board of Supervisors accepts and formally adopts the fee schedule as set forth in Exhibit "A" which is attached hereto and made a part hereof.

APPROVED this 15th day of October, 1997, by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP

By: John H. Graham
JOHN H. GRAHAM, CHAIRMAN
Board of Supervisors

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

EXHIBIT "A"

WORCESTER TOWNSHIP FEE SCHEDULE - 10/15/97

TYPE OF FEE	COST
SUBDIVISION-RESIDENTIAL	1-3 LOTS \$500 APPLICATION \$1,000 CASH ESCROW
	4-20 LOTS \$500 APPLICATION + \$300 PER UNIT \$2,500 CASH ESCROW
	21-50 LOTS \$500 APPLICATION + \$300 PER UNIT \$5,000 CASH ESCROW
	OVER 50 LOTS \$500 APPLICATION + \$300 PER UNIT \$10,000 CASH ESCROW
LAND DEVELOPMENT RESIDENTIAL/COMMERCIAL	\$500 APPLICATION FEE
ESCROW RELEASE	10% ADMIN FEE NOT TO EXCEED \$100. PER REQUEST
ZONING	
CONDITIONAL USE	\$1,000 APPLICATION \$1,000 CASH ESCROW
VARIANCE-RESIDENTIAL	\$500 APPLICATION + \$250 PER POSTPONEMENT/CONTINUANCE
VARIANCE-COMMERCIAL/INDUSTRIAL	\$1,200 APPLICATION + \$600 PER POSTPONEMENT/CONTINUANCE
VARIANCE-APARTMENT USE	\$1,200 APPLICATION + \$600 PER POSTPONEMENT/CONTINUANCE
CHALLENGE	\$2,500
USE & OCCUPANCY-RESIDENTIAL NEW	\$100 HALF BASE FEE PER VISIT AFTER 1ST REINSPECTION
USE & OCCUPANCY-RESIDENTIAL RESALE	\$75 HALF BASE FEE PER VISIT AFTER 1ST REINSPECTION
USE & OCCUPANCY-COMMERCIAL NEW	\$250 PER 5,000 S.F. + \$20 PER EACH ADDITIONAL 1,000 S.F. HALF BASE FEE PER VISIT AFTER 1ST REINSPECTION
USE & OCCUPANCY-COMMERCIAL RESALE	\$250 PER 5,000 S.F. + \$20 PER EACH ADDITIONAL 1,000

	S.F. HALF BASE FEE PER VISIT AFTER 1ST REINSPECTION
BUILDING PERMIT-RESIDENTIAL NEW (Requires 3 inspections: 1 footing (+1 reinspection for failure); 1 framing (+ 1 reinspection for failure); 1 final (+ 1 reinspection for failure). All inspections beyond the above-referenced inspections, will incur a cost of \$50. Per occurrence.	\$25 BASE + \$.15 S.F. LIVING SPACE OR \$.10 S.F. GARAGE OR PATIO OR DECK OR \$.05 S.F. ACCESSORY STORAGE OR TENNIS COURT OR \$.50 S.F. SWIMMING POOL OR RECREATIONAL FACILITY CANCELLATION FEE WITHOUT 48 HRS NOTICE = \$50 PER OCCURRENCE
BUILDING PERMIT-RESIDENTIAL ADDITIONS (Requires 3 inspections: 1 footing (+1 reinspection for failure); 1 framing (+ 1 reinspection for failure); 1 final (+ 1 reinspection for failure). All inspections beyond the above-referenced inspections, will incur a cost of \$50. Per occurrence.	\$25 BASE +\$.15 S.F. LIVING SPACE OR \$.10 S.F. GARAGE OR BASEMENT OR PATIO OR DECK OR \$.05 S.F. ACCESSORY STORAGE OR TENNIS COURT OR \$.50 S.F. SWIMMING POOL OR RECREATIONAL FACILITY CANCELLATION FEE WITHOUT 48 HRS NOTICE = \$50 PER OCCURRENCE
BUILDING PERMIT-COMMERCIAL/INDUSTRIAL OR OTHER NON-RESIDENTIAL (Requires 3 inspections: 1 footing (+1 reinspection for failure); 1 framing (+ 1 reinspection for failure); 1 final (+ 1 reinspection for failure). All inspections beyond the above-referenced inspections, will incur a cost of \$50. Per occurrence.	\$25 BASE + \$.50 S.F. CANCELLATION FEE WITHOUT 48 HRS NOTICE = \$50 PER OCCURRENCE
BUILDING PERMIT-COMMERCIAL/INDUSTRIAL OR OTHER NON-RESIDENTIAL ADDITIONS (Requires 3 inspections: 1 footing (+1 reinspection for failure); 1 framing (+ 1 reinspection for failure); 1 final (+ 1 reinspection for failure). All inspections beyond the above-referenced inspections, will incur a cost of \$50. Per occurrence.	\$.50 S.F. CANCELLATION FEE WITHOUT 48 HRS NOTICE = \$50 PER OCCURRENCE
DEMOLITION	\$300 PER OCCURRENCE + CERTIFICATE OF RODENT EXTERMINATOR

	+ PROOF OF ALL UTILITY DISCONNECTS + CERTIFICATE OF LIABILITY (HOLD TOWNSHIP HARMLESS) \$1,000,000 PER OCCURRENCE
DRIVEWAY PERMIT	\$40.00 TOWNSHIP ROADS
SIGN PERMIT (VALID 3 YEARS)	\$15 BASE + \$.50 S.F. OUTSIDE DIMENSIONS
SOLICITATION PERMIT (VALID 30 DAYS)	\$25 PER PERSON SOLICITING
YARD SALE PERMIT (ONE PER YEAR) REFUNDABLE DEPOSIT	\$5 PERMIT \$50 DEPOSIT
SEWER RENTAL	\$78.75 QUARTERLY
SEWER CERTIFICATION	\$10
TAX CERTIFICATION	\$15
FALSE ALARMS - BURGLAR	\$50 NON-REGISTRY NO FINE -1ST & 2ND \$50 3RD \$100 4TH & OVER
FALSE ALARMS - FIRE	\$50 NON-REGISTRY NO FINE -1ST & 2ND \$100 3RD \$200 4TH \$300 5TH & OVER

APPROVED 10/15/97
RESOLUTION NO. 97-31

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 97-32

PRELIMINARY/FINAL CORRECTIVE PLAN APPROVAL

WHEREAS, OAKWOOD FARMS, INC. ("OWNER/DEVELOPER") is the owner of a certain tract of land situated in Worcester Township located on Potshop Road between Landis and Valley Forge Roads (the "**Development**"); and

WHEREAS, the Development is more particularly shown on Subdivision Plans dated August 13, 1979, and last revised July 30, 1984, which were prepared by Showalter & Associates (hereinafter known as the "**Plans**"). The Plans set forth a subdivision of approximately 59.185 acres into 30 residential lots; and

WHEREAS, the Plans were previously approved by Resolution on October 15, 1984, by the Worcester Board of Supervisors; and

WHEREAS, the Township has now agreed to waive certain of the on site improvements which were required by the Shefley Village Subdivision Agreement for four lots on Potshop Road between Landis and Valley Forge Roads; and

WHEREAS, Oakwood Farms, Inc. agrees to contribute Sixty Thousand Dollars (\$60,000.00) to Worcester Township in lieu of the waived improvements for the above-mentioned four lots; and

WHEREAS, the Owner/Developer agrees to do the remaining improvements required by the Plans before the Plans are recorded; and

WHEREAS, Urwiler & Walter, Inc. has prepared a Plan of Correction dated August 13, 1997 with a last revision date of April 22, 1997 which indicates which public improvements are no longer the responsibility of the Developer (hereinafter known as the "**Plan of Correction**").

NOW, THEREFORE, be it resolved, that the Worcester Township hereby grants preliminary/final approval of the Plan of Correction of the Development.

APPROVED AT the Public Meeting of the Worcester Township Board of Supervisors held on October 15, 1997.

WORCESTER TOWNSHIP

By: John H. Graham
JOHN H. GRAHAM, Chairman
Board of Supervisors

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

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 97- 33

BILIKIEWICZ SUBDIVISION

WHEREAS, EDWARD F. and JANE E. BILIKIEWICZ ("Grantors") are the owners of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania, consisting of 21.759 acres located at 2107 Wentz Church Road, which land has been subdivided into six (6) residential building lots with the existing dwelling and barn to remain as lot 1 and is more particularly bounded and described on a Final Plan of Subdivision prepared by Herbert H. Metz, Inc., Civil Engineers being dated January 3, 1990, with a last revision date being September 16, 1997 and a landscape plan dated January 3, 1990 with a last revision date of October 9, 1997; and

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 Wentz Church 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 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 and storm sewer lines constructed thereunder (if any), 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 in pursuance with the laws of the Commonwealth of Pennsylvania.

APPROVED this 15th day of October , 1997, by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP

By: *John H. Graham*
JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest:

Chase E. Kneeland
CHASE E. KNEELAND, Secretary

COMMONWEALTH OF PENNSYLVANIA

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SS

COUNTY OF MONTGOMERY

On this, the 20TH day of OCTOBER, 1997, before me, the undersigned officer, personally appeared JOHN H. GRAHAM, who acknowledged himself to be 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 by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal the day and year aforesaid.

Barbara S. Calozzo
Notary Public

My Commission Expires: OCT 30, 2000

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

EXHIBIT "A"



Barry L. Wert, P.E., P.L.S.
 Jeffrey A. Wert, P.E., P.L.S.
 Robert K. Youmans, P.E.
 Kenneth M. Fretz, Sr., P.L.S.
 Mark R. Flaherty, Survey Manager
 Ralph A. Wert 1956-1994

Civil Engineers & Land Surveyors 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

October 8, 1997

M5966

Edward F. & Jane E. Bilikiewicz

Deed of Dedication

ALL THAT CERTAIN piece or parcel of land situate in Worcester Township, Montgomery County, Pennsylvania, being shown as a portion of Wentz Church Road on a Subdivision Plan prepared for Edward F. & Jane E. Bilikiewicz by Herbert H. Metz, Inc., Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated January 3, 1996, last revised September 16, 1997, and being more fully described as follows:

BEGINNING at a point on the Deed Line on or near the centerline of Wentz Church Road (60' wide), said point being in the line of lands of these and lands of PECO extended, and being located southwesterly, 1,386 feet, plus or minus, from the centerline intersection of said Wentz Church Road and Fischer Road (north) as shown on said plan; thence, extending along the said Deed Line, on or near the road centerline, South 38°27'26" West, 596.84 feet to a point in the line of lands of these and lands of Philadelphia Electric Company; thence, extending along said Company lands North 76°57'00" West; 33.21 feet to a point on the ultimate right-of-way line, a corner of Lot 3 as shown on said plan; thence, extending along the said ultimate right-of-way line, North 38°27'26" East, 617.99 feet to a point in the line of lands of said PECO; thence, extending along said PECO lands, South 38°36'00" East, 30.78 feet to the point and place of beginning.

CONTAINING 18,222 Square Feet (0.4183 Acres) of land area, be the same, more or less.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 97- 34

MICHAEL J. MALONE/GREENHILL ESTATES

WHEREAS, MICHAEL J. MALONE ("Grantor") is the owner of a certain tract of land situate in Worcester Township, Montgomery County, Pennsylvania, which land has been subdivided into fifteen (15) residential building lots and approximately 54 acres and is more particularly bounded and described on a Final Plan of Subdivision prepared by Grande Engineering being dated February 13, 1996, with a last revision date being June 13, 1996; 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, that portion of their property lying between the legal and the ultimate right-of-way line along Green Hill 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 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 and storm sewer lines constructed thereunder (if any), 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 proceeding duly had for that purpose under and in pursuance with the law of the Commonwealth of Pennsylvania.

APPROVED, this 19th day of November, 1997, by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP

By: *John H. Graham*
JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest:

Chase E. Kneeland
CHASE E. KNEELAND, Secretary

COMMONWEALTH OF PENNSYLVANIA

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: **SS**

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COUNTY OF MONTGOMERY

On this, the 21ST day of NOVEMBER, 1997, before me, the undersigned officer, personally appeared **JOHN H. GRAHAM**, who acknowledged himself to be 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 by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal the day and year aforesaid.

Barbara S. Calozzo
Notary Public

My Commission Expires:

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

EXHIBIT "A"

GREEN HILL ROAD

Right-of-Way
(South of PECO R/W)



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 performed by Polaris Surveying in November, 1995, and plan thereof made by Grande Engineering of Norristown, Pa., plan dated February 13, 1996, last revised May 13, 1996, as follows:

BEGINNING at a point in the south ultimate right-of-way line of Green Hill Road, adjacent to a corner of land of Mary Mandracchia (TMP 67-010-058); said point being located the following two courses and distances from the centerline intersection between Stump Hall Road and Green Hill Road; (1) Approximately 1500 ft. along the centerline of Green Hill Road to a point; (2) South four degrees eight minutes fifty seconds East thirty feet to the point of beginning; **THENCE** along the bed of Green Hill Road in a northeasterly direction, the following four courses and distances; (1) North fifty-two degrees twenty minutes forty-seven seconds East three hundred thirty-seven and ninety-six one hundredths feet to a point; (2) North thirty degrees thirty-three minutes thirty-six seconds East four hundred ninety-two and seventy one hundredths feet to a point; (3) North twenty-six degrees twenty-one minute thirty-seven seconds East seventy-seven and sixty-three one hundredths feet to a point; (4) in a northeasterly direction along a curve to the left having a radius of five hundred fifty feet, internal angle of eighteen degrees nineteen minutes thirty-one seconds, a curve length of one hundred seventy-five and ninety-one one hundredths feet to a point; Thence in a southeasterly direction, and along a right-of-way of Philadelphia Electric Co., South fifty-one degrees ten minutes fifty-two seconds East fifty-seven and forty-two one hundredths feet to a point on the southwest ultimate right-of-way line of Green Hill Road; Thence along said line the following five courses and distances to the first mentioned point of beginning; (1) in a southwesterly direction along a curve to the right having a radius of five hundred sixty feet, internal angle of thirteen degrees thirty-eight minutes five seconds, a curve length of one hundred thirty-three and twenty-six one hundredths feet to a point; (2) South thirty degrees twelve minutes thirty-one seconds West five hundred eighteen and eighty-eight one hundredths feet to a point; (3) in a southwesterly direction along a curve to the right having a radius of four hundred forty feet, internal angle of twenty-four degrees twenty-eight minutes thirty-nine seconds, a curve length of one hundred eighty-seven and ninety-seven one hundredths feet to a point; (4) South fifty-four degrees forty-one minutes ten seconds West one hundred sixty-nine and seventy-five one hundredths feet to a point; (5) in a southwesterly direction along a curve to the right having a radius of one hundred forty feet, internal angle of thirty-one degrees ten minutes, a curve length of seventy-six and fifteen one hundredths feet to the point and place of **BEGINNING**.

CONTAINING seven hundred thirty-seven one thousandths acres.

EXHIBIT "A"

GREEN HILL ROAD

Right-of-Way
(North of PECO R/W)

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 performed by Polaris Surveying in November, 1995, and plan thereof made by Grande Engineering of Norristown, Pa., plan dated February 13, 1996, last revised May 13, 1996, as follows:

BEGINNING at a point in the Easterly ultimate right-of-way line of Green Hill Road and the intersection with the northeast property line of lands of Philadelphia Electric Co. (PECO), said point being located the following two courses and distances from the centerline intersection between Stump Hall Road and Green Hill Road; (1) Approximately 3000 feet along the centerline of Green Hill Road to a point; (2) North sixty-two degrees forty-two minutes fifty-three seconds East thirty feet to the point and place of beginning; **THENCE** across the bed of Green Hill Road North fifty-one degrees ten minutes fifty-two seconds West one hundred forty-nine and twenty-one one hundredths feet to a point along the property line of Penna. Commonwealth Dept. of Forests & Waters; thence along said lands and the westerly ultimate right-of-way line of Green Hill Road North thirty-six degrees five minutes eight seconds East one thousand five hundred twenty-eight and eighty-eight one hundredths feet to a point a corner of lands of William & Judith Mallon; thence along said lands and the northerly ultimate right-of-way line of Green Hill Road, the following five courses and distances; (1) North eighty-one degrees forty-four minutes forty-four seconds East eight hundred ninety-six and thirty-one one hundredths feet to a point; (2) in a westerly direction along a curve to the left having a radius of two hundred seventy feet, internal angle of thirty-three degrees fifty-two minutes forty seconds, a curve length of one hundred fifty-nine and sixty-five one hundredths feet to a point; (3) North forty-seven degrees fifty-two minutes four seconds East two hundred twenty-five and fifty-five one hundredths feet to a point; (4) in a easterly direction along a curve to the right having a radius of three hundred thirty feet, internal angle of thirty-five degrees twenty minutes thirty-five seconds, a curve length of two hundred three and fifty-six one hundredths feet to a point; (5) North eighty-three degrees twelve minutes thirty-nine seconds East ninety-five and ninety-seven one hundredths feet to a point; thence crossing the bed of Green Hill Road the following two courses and distances; (1) South seventy-four degrees thirty-two minutes twenty-six seconds East ninety and forty-seven one hundredths feet to a point; (2) South four degrees eighteen minutes fifty-four seconds West twenty-six and twenty-four one hundredths feet to a point a corner of lot # 15 and the ultimate right-of-way line of Green Hill Road; thence along the southerly ultimate right-of-way line of Green Hill Road the following nine courses and distances to the point

and place of beginning; (1) South eighty-three degrees twelve minutes thirty-nine seconds West one hundred forty-seven and sixty-five one hundredths feet to a point; (2) in a southwesterly direction along a curve to the left having a radius of two hundred seventy feet, internal angle of thirty-five degrees twenty minutes thirty-five seconds, a curve length of one hundred sixty-six and fifty-five one hundredths feet to a point; (3) South forty-seven degrees fifty-two minutes four seconds West two hundred twenty-five and fifty-five one hundredths feet to a point; (4) in a southwesterly direction along a curve to the right having a radius of three hundred thirty feet, internal angle of thirty-three degrees fifty-two minutes forty seconds, and a curve length of one hundred ninety-five and twelve one hundredths feet to a point; (5) South eighty-one degrees forty-four minutes forty-four seconds West eight hundred twenty-eight and twenty one hundredths feet to a point; (6) in a southwesterly direction along a curve to the left having a radius of one hundred thirty-five feet, internal angle of forty-five degrees thirty-nine minutes thirty-six seconds, and a curve length of one hundred seven and fifty-eight one hundredths feet to a point; (7) South thirty-six degrees five minutes eight seconds West one thousand three hundred eleven and seventy-three one hundredths feet to a point; (8) in a southwesterly direction along a curve to the left having a radius of one hundred thirty-five feet, internal angle of sixty-five degrees thirty six minutes forty-six seconds, and a curve length of one hundred fifty-four and sixty one hundredths feet to a point; (9) in a southeasterly direction along a curve to the right having a radius of five hundred sixty feet, internal angle of two degrees fourteen minutes thirty-two seconds, and a curve length of twenty-one and ninety-one one hundredths feet to the point and place of **BEGINNING**;

CONTAINING four and seventy-two one thousandths acres.

DEED OF DEDICATION

THIS INDENTURE made this 19th day of November A.D., 1997,

BETWEEN

MICHAEL MALONE (hereinafter called "Grantor") of the one part,

AND

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

W I T N E S S E T H:

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 him, 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.

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

AND the said Grantor, his, 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 he, the said Grantor, nor his 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 he, the said Grantor, nor his 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 Grantor, for himself, and his, heirs and assigns does covenant, promise and agree to and with the said Grantee, its successors and assigns, that he, 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 himself, and his heirs and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that he, 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 him, 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 on the day and year first above written.


MICHAEL MALONE

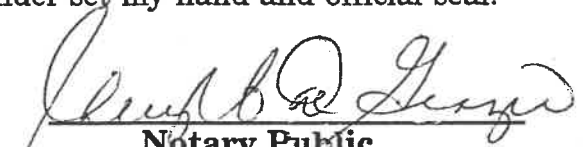
COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

On this 5 day of November, A.D., 1997, before me, the undersigned officer, personally appeared **Michael Malone**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained.

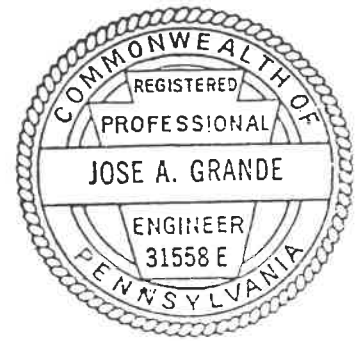
IN WITNESS WHEREOF, I have hereunder set my hand and official seal.


Notary Public



GREEN HILL ROAD

Right-of-Way
(South of PECO R/W)



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 performed by Polaris Surveying in November, 1995, and plan thereof made by Grande Engineering of Norristown, Pa., plan dated February 13, 1996, last revised May 13, 1996, as follows:

BEGINNING at a point in the south ultimate right-of-way line of Green Hill Road, adjacent to a corner of land of Mary Mandracchia (TMP 67-010-058); said point being located the following two courses and distances from the centerline intersection between Stump Hall Road and Green Hill Road; (1) Approximately 1500 ft. along the centerline of Green Hill Road to a point; (2) South four degrees eight minutes fifty seconds East thirty feet to the point of beginning; **THENCE** along the bed of Green Hill Road in a northeasterly direction, the following four courses and distances; (1) North fifty-two degrees twenty minutes forty-seven seconds East three hundred thirty-seven and ninety-six one hundredths feet to a point; (2) North thirty degrees thirty-three minutes thirty-six seconds East four hundred ninety-two and seventy one hundredths feet to a point; (3) North twenty-six degrees twenty-one minute thirty-seven seconds East seventy-seven and sixty-three one hundredths feet to a point; (4) in a northeasterly direction along a curve to the left having a radius of five hundred fifty feet, internal angle of eighteen degrees nineteen minutes thirty-one seconds, a curve length of one hundred seventy-five and ninety-one one hundredths feet to a point; Thence in a southeasterly direction, and along a right-of-way of Philadelphia Electric Co., South fifty-one degrees ten minutes fifty-two seconds East fifty-seven and forty-two one hundredths feet to a point on the southwest ultimate right-of-way line of Green Hill Road; Thence along said line the following five courses and distances to the first mentioned point of beginning; (1) in a southwesterly direction along a curve to the right having a radius of five hundred sixty feet, internal angle of thirteen degrees thirty-eight minutes five seconds, a curve length of one hundred thirty-three and twenty-six one hundredths feet to a point; (2) South thirty degrees twelve minutes thirty-one seconds West five hundred eighteen and eighty-eight one hundredths feet to a point; (3) in a southwesterly direction along a curve to the right having a radius of four hundred forty feet, internal angle of twenty-four degrees twenty-eight minutes thirty-nine seconds, a curve length of one hundred eighty-seven and ninety-seven one hundredths feet to a point; (4) South fifty-four degrees forty-one minutes ten seconds West one hundred sixty-nine and seventy-five one hundredths feet to a point; (5) in a southwesterly direction along a curve to the right having a radius of one hundred forty feet, internal angle of thirty-one degrees ten minutes, a curve length of seventy-six and fifteen one hundredths feet to the point and place of **BEGINNING**.

CONTAINING seven hundred thirty-seven one thousandths acres.

EXHIBIT "A"

GREEN HILL ROAD

Right-of-Way
(North of PECO R/W)

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 performed by Polaris Surveying in November, 1995, and plan thereof made by Grande Engineering of Norristown, Pa., plan dated February 13, 1996, last revised May 13, 1996, as follows:

BEGINNING at a point in the Easterly ultimate right-of-way line of Green Hill Road and the intersection with the northeast property line of lands of Philadelphia Electric Co. (PECO), said point being located the following two courses and distances from the centerline intersection between Stump Hall Road and Green Hill Road; (1) Approximately 3000 feet along the centerline of Green Hill Road to a point; (2) North sixty-two degrees forty-two minutes fifty-three seconds East thirty feet to the point and place of beginning; **THENCE** across the bed of Green Hill Road North fifty-one degrees ten minutes fifty-two seconds West one hundred forty-nine and twenty-one one hundredths feet to a point along the property line of Penna. Commonwealth Dept. of Forests & Waters; thence along said lands and the westerly ultimate right-of-way line of Green Hill Road North thirty-six degrees five minutes eight seconds East one thousand five hundred twenty-eight and eighty-eight one hundredths feet to a point a corner of lands of William & Judith Mallon; thence along said lands and the northerly ultimate right-of-way line of Green Hill Road, the following five courses and distances; (1) North eighty-one degrees forty-four minutes forty-four seconds East eight hundred ninety-six and thirty-one one hundredths feet to a point; (2) in a westerly direction along a curve to the left having a radius of two hundred seventy feet, internal angle of thirty-three degrees fifty-two minutes forty seconds, a curve length of one hundred fifty-nine and sixty-five one hundredths feet to a point; (3) North forty-seven degrees fifty-two minutes four seconds East two hundred twenty-five and fifty-five one hundredths feet to a point; (4) in a easterly direction along a curve to the right having a radius of three hundred thirty feet, internal angle of thirty-five degrees twenty minutes thirty-five seconds, a curve length of two hundred three and fifty-six one hundredths feet to a point; (5) North eighty-three degrees twelve minutes thirty-nine seconds East ninety-five and ninety-seven one hundredths feet to a point; thence crossing the bed of Green Hill Road the following two courses and distances; (1) South seventy-four degrees thirty-two minutes twenty-six seconds East ninety and forty-seven one hundredths feet to a point; (2) South four degrees eighteen minutes fifty-four seconds West twenty-six and twenty-four one hundredths feet to a point a corner of lot # 15 and the ultimate right-of-way line of Green Hill Road; thence along the southerly ultimate right-of-way line of Green Hill Road the following nine courses and distances to the point

and place of beginning; (1) South eighty-three degrees twelve minutes thirty-nine seconds West one hundred forty-seven and sixty-five one hundredths feet to a point; (2) in a southwesterly direction along a curve to the left having a radius of two hundred seventy feet, internal angle of thirty-five degrees twenty minutes thirty-five seconds, a curve length of one hundred sixty-six and fifty-five one hundredths feet to a point; (3) South forty-seven degrees fifty-two minutes four seconds West two hundred twenty-five and fifty-five one hundredths feet to a point; (4) in a southwesterly direction along a curve to the right having a radius of three hundred thirty feet, internal angle of thirty-three degrees fifty-two minutes forty seconds, and a curve length of one hundred ninety-five and twelve one hundredths feet to a point; (5) South eighty-one degrees forty-four minutes forty-four seconds West eight hundred twenty-eight and twenty one hundredths feet to a point; (6) in a southwesterly direction along a curve to the left having a radius of one hundred thirty-five feet, internal angle of forty-five degrees thirty-nine minutes thirty-six seconds, and a curve length of one hundred seven and fifty-eight one hundredths feet to a point; (7) South thirty-six degrees five minutes eight seconds West one thousand three hundred eleven and seventy-three one hundredths feet to a point; (8) in a southwesterly direction along a curve to the left having a radius of one hundred thirty-five feet, internal angle of sixty-five degrees thirty six minutes forty-six seconds, and a curve length of one hundred fifty-four and sixty one hundredths feet to a point; (9) in a southeasterly direction along a curve to the right having a radius of five hundred sixty feet, internal angle of two degrees fourteen minutes thirty-two seconds, and a curve length of twenty-one and ninety-one one hundredths feet to the point and place of **BEGINNING**;

CONTAINING four and seventy-two one thousandths acres.

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 97-35

BLEGEN/ANGSTADT SUBDIVISION

WHEREAS, MARTHA L. ANGSTADT ("Grantor") is the owner of a certain tract of land consisting of 30.70 acres in Worcester Township, Montgomery County, Pennsylvania, which land has been subdivided into a 2.885 acre flag lot from the existing tract of land and is more particularly bounded and described on a Final Plan of Subdivision prepared by Metz Engineers, Inc. for John and Jan Blegen being dated June 30, 1997, with a last revision date being October 9, 1997; 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, that portion of their property lying between the legal and the ultimate right-of-way line along Water Street 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 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 and storm

sewer lines constructed thereunder (if any), 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 in pursuance with the laws of the Commonwealth of Pennsylvania.

APPROVED this 19th day of November , 1997, by the Board of Supervisors of Worcester Township.

WORCESTER TOWNSHIP

By: *John H. Graham*
JOHN H. GRAHAM, Chairman
Board of Supervisors

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

EXHIBIT "A"



Barry L. Wert, P.E., P.L.S.
Jeffrey A. Wert, P.E., P.L.S.
Robin K. Youmans, P.E.
Kenneth M. Fretz, Sr., P.L.S.
Mark R. Flaherty, Survey Manager
Ralph A. Wert 1966-1994

Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

October 2, 1997

M6269

Lands of Martha L. Angstadt

Deed of Dedication

ALL THAT CERTAIN parcel or strip of land situate in Worcestor Township, Montgomery County, Pennsylvania, being shown as a portion of Water Street Road on a Plan of Subdivision, prepared for John & Jan Blegen by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated June 30, 1997, last revised July 23, 1997, and being more fully described as follows:

BEGINNING at a point on the centerline of Water Street Road, said point being a corner of lands of Martha L. Angstadt in the line of lands extended of N/L William A. & Carole M. Angstadt, as shown on said plan; thence, extending along the deed title line in the bed of Water Street Road the 2 following courses and distances: 1) South 54°38'13" East, 372.38 feet to an angle point; 2) South 54°56'13" East, 527.62 feet to a corner of these in the line of lands extended of N/L Edward D. Florig; thence, extending along said Florig line of lands, South 35°03'47" West, 30.00 feet to a point on the southerly ultimate right-of-way line of Water Street Road; thence, extending along the said ultimate right-of-way line, North 54°48'46" West, 900.16 feet to a point in the line of lands of said William and Carole Angstadt; thence, extending along the said line of lands, North 35°21'47" East, 30.00 feet to the point and place of beginning.

CONTAINING 26,488 Square Feet (0.6081 Acres) of land area, be the same, more or less.

DEED OF DEDICATION

THIS INDENTURE made this 19th day of November A.D., 1997,

BETWEEN

MARTHA L. ANGSTADT (hereinafter called "Grantor") of the one part,

AND

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

W I T N E S S E T H:

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 her 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.

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 Grantor, her 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 she, the said Grantor, nor her 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 she, the said Grantor, nor her 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 Grantor, for herself and her heirs and assigns does severally, and not jointly nor the one for the other nor for 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 she, 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 herself and her heirs and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that she, 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 her 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.


MARTHA ANGSTADT


COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

On this 13th day of November, A.D., 1997, before me, the undersigned officer, personally appeared Martha L. Angstadt known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed same for the purposes therein contained.

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



Notary Public

Notarial Seal
Robin Angstadt, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires Oct. 5, 1998
Member, Pennsylvania Association of Notaries

EXHIBIT "A"



Barry L. Wert, P.E., P.L.S.
Jeffrey A. Wert, P.E., P.L.S.
Robin K. Youmans, P.E.
Kenneth M. Fretz, Sr., P.L.S.
Mark R. Flaherty, Survey Manager
Ralph A. Wert 1956-1994

Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

October 2, 1997

M6269

Lands of Martha L. Angstadt

Deed of Dedication

ALL THAT CERTAIN parcel or strip of land situate in Worcestor Township, Montgomery County, Pennsylvania, being shown as a portion of Water Street Road on a Plan of Subdivision, prepared for John & Jan Blegen by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated June 30, 1997, last revised July 23, 1997, and being more fully described as follows:

BEGINNING at a point on the centerline of Water Street Road, said point being a corner of lands of Martha L. Angstadt in the line of lands extended of N/L William A. & Carole M. Angstadt, as shown on said plan; thence, extending along the deed title line in the bed of Water Street Road the 2 following courses and distances: 1) South 54°38'13" East, 372.38 feet to an angle point; 2) South 54°56'13" East, 527.62 feet to a corner of these in the line of lands extended of N/L Edward D. Florig; thence, extending along said Florig line of lands, South 35°03'47" West, 30.00 feet to a point on the southerly ultimate right-of-way line of Water Street Road; thence, extending along the said ultimate right-of-way line, North 54°48'46" West, 900.16 feet to a point in the line of lands of said William and Carole Angstadt; thence, extending along the said line of lands, North 35°21'47" East, 30.00 feet to the point and place of beginning.

CONTAINING 26,488 Square Feet (0.6081 Acres) of land area, be the same, more or less.

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 97- 36

GWYNEDD GLEN, INC.

PRELIMINARY/FINAL REVISED PLAN APPROVAL

WHEREAS, GWYNEDD GLEN, INC. ("Owner/Developer") is the owner of a certain tract of land situated in Worcester Township known as the Ager Tract (the "**Development**"); and

WHEREAS, the Development is more particularly shown on Subdivision Plans dated October 31, 1995, and last revised July 17, 1996, which were prepared by Stout, Tacconelli & Associates (hereinafter known as the "**Plans**"). The Plans set forth a subdivision of approximately 10.65 acres into 14 residential lots; and

WHEREAS, the Plans were previously approved by Preliminary Approval Resolution on December 20, 1995, and Final Approval Resolution dated May 31, 1996 by the Worcester Board of Supervisors; and

WHEREAS, Owner/Developer desires to slightly revise the boundary between lots 6 and 7 and between lots 8 and 9 to accommodate residents requests.

WHEREAS, Stout, Tacconelli & Associates, Inc. has prepared a Plan of Correction dated October 31, 1995 with a last revision date of October 20, 1997 which indicates the revised lot lines for lots 6, 7, 8 and 9 (hereinafter known as the "**Plan of Revision**").

NOW, THEREFORE, be it resolved, that the Worcester Township hereby grants preliminary/final approval of the Plan of Revision of the Development subject to all the conditions set forth in the Final Approval Resolution of May 31, 1996 for the Development.

APPROVED AT the Public Meeting of the Worcester Township Board of Supervisors held on November 19, 1997.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest: 
CHASE E. KNEELAND, Secretary

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

RESOLUTION NO. 97-37

WORCESTER ELEMENTARY SCHOOL

PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL

WHEREAS, METHACTON SCHOOL DISTRICT ("Developer") is the owner and developer of a certain tract of land situate in Worcester Township at the intersection of Valley Forge Road and Skippack Pike ("**Development**"), which is more particularly shown on plans prepared by Boucher & James, Inc., being plans consisting of fourteen (14) sheets and an additional sheet entitled "Off-Site Existing Features Plan." These plans are dated April 7, 1997, with a last revision date being October 17, 1997. Sheets 12 and 14 however, have a latest revision date of November 11, 1997. The plans show the construction of a new elementary school (the "**Plans**"); and

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

WHEREAS, Developer has previously obtained and supplied to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development with the exception of a Highway Occupancy Permit from PennDot and sewage planning approval from the Pennsylvania Department of Environmental Protection (DEP); 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 above attached hereto, subject, however, to the following conditions:

1. Although the maintenance of all detention basins and surface stormwater drainage easements shall be the responsibility of the School District, 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 property owner) in the event that the maintenance responsibilities of the Owner are 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 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 this Approval Resolution, and the terms and conditions of the above-described Agreement, the entire contents of which are incorporated herein by reference.

4. Prior to the execution and recording of the Plans, Developer shall obtain the necessary Highway Occupancy Permit from PennDot and sewage planning approval from the DEP.

5. The Worcester Township Board of Supervisors grants waivers of the Subdivision and Land Development Ordinance as indicated in Exhibit "A" attached hereto and made a part hereof.

6. 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 and Land Development and Escrow Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

7. 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.

8. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the execution and funding of 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.

9. 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.

10. 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 Plans (3 paper and 2 linens) to the Township in sufficient time that such Plans 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 plans 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 November 19, 1997.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, Chairman
Board of Supervisors

Attest: 
CHASE E. KNEELAND, Secretary

EXHIBIT "A"

BOUCHER & JAMES, INC.
CONSULTING ENGINEERS

NEW WORCESTER
DEC 19 1997

NEW WORCESTER ELEMENTARY SCHOOL

WAIVER REQUESTS FROM THE WORCESTER TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

1. Section 130-17.E.(7); requesting a waiver of the parking stall size referenced in this section from 10' x 20' to 9' x 19' in accordance with the Township Zoning Ordinance.
2. Section 130-28.E.(2)(j); requesting a waiver of showing contours on the Landscaping Plan. This waiver is being requested since the addition of 1 foot contours on this plan would render the plan unreadable and possibly cause confusion during the construction process.
3. Section 130-28.E.(2)(k); requesting a waiver from showing the seeding/sodding/ground cover areas on the Landscaping Plan. In lieu of this requirement, we will be showing the ground cover stabilization method for slopes over 10% on the E&S Plan.
4. Section 130-28.F.(4); requesting a waiver for the use of sod to protect slopes on a grade between 10% and 20%, use of approved ground cover on slopes between 20% and 25%, and the use of rip-rap stones for slope over 25%. In lieu of these requirements, we are requesting the use of jute netting and mulch application for all slopes over 10%
5. Section 130-24.B.(3)(j); requesting a waiver for maintaining a minimum 3 foot cover over all storm pipes. Due to topographic concerns we are providing a minimum of 18 inch cover over the stormwater pipe with a note referencing this cover must be maintained even during construction.
6. Section 130-24.B.(4)(s); requesting a waiver of the required distance from the highest free water surface of any detention basin to a dwelling unit shall be a minimum of 100 feet. In reference to the detention basin along Route 363, we maintained a 50 foot isolation distance to the historical building in accordance with the Zoning Ordinance requirements.
7. Section 130-33.A(4); requesting a waiver of sheet size other than 15" x 18", 18" x 30", and 24" x 36". We are requesting use of 30" x 42" which is standard size employed by the Project Architect for the preparation of Construction Plans.

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

RESOLUTION NO. 97-38

TRAFFIC SIGNAL UPGRADE

GERMANTOWN PIKE & VALLEY FORGE ROAD

WHEREAS, The Montgomery County Traffic Signal Equipment Upgrade Program-Phase II was established to assist Townships with traffic congestion relief; and

WHEREAS, this Phase II completes the remaining portion of PADOT's Twelve (12) Year Program.

NOW, THEREFORE, BE IT RESOLVED that the Township of Worcester commit the estimated Twenty-five Thousand Dollars (\$25,000.) as the municipal share of the cost to upgrade the existing traffic signal.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on November 19, 1997.

WORCESTER TOWNSHIP

By: 
JOHN H. GRAHAM, Chairman

Attest: 
CHASE E. KNEELAND, Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this 21ST day of NOVEMBER, A.D., 1997, before me, the undersigned officer, personally appeared John H. Graham who acknowledged himself to be 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, by signing the name of the corporation by himself as Chairman.

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

Barbara S. Callozzo
Notary Public

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

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this 21ST day of NOVEMBER, A.D., 1997, before me, the undersigned officer, personally appeared Chase E. Kneeland, Secretary of the Board of Supervisors of Worcester Township known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained.

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

Barbara S. Callozzo
Notary Public

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

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

RESOLUTION NO. 97-39

THE SMITH TRACT (FAWN CREEK)

VESTERRA CORPORATION

FINAL SUBDIVISION PLAN APPROVAL (PHASE II)

WHEREAS, VESTERRA CORPORATION ("Developer") is the owner and developer of a certain tract of land situate in Worcester Township known as The Smith Tract, to be developed as a subdivision called "Fawn Creek" (the "**Development**"), which is more particularly shown on plans prepared by Robert E. Blue Consulting Engineers, Inc., being plans consisting of twenty-seven (27) sheets dated, for the most part, June 2, 1989, with a last revision date being October 8, 1996, which plans cover a total tract area of approximately 109.8 acres (the "**Plans**"), setting forth the proposed development of the tract into forty-six (46) residential building lots and open space proposed to be developed in two phases in accordance with those Plans; and

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

WHEREAS, the Worcester Township Board of Supervisors previously granted (on December 21, 1994) Final Subdivision approval for the Development consisting of 42 lots based upon plans bearing the last revision date of November 11, 1994; and

WHEREAS, the Worcester Township Board of Supervisors previously granted Final approval of amended Plans for Phase I of the Development on October 16, 1996; and

WHEREAS, Developer has submitted amended plans to reflect Phase II of the Development which consists of five (5) sheets dated October 14, 1996 (Sheet 2 and Sheet 3 of the Record Plan has a latest revision date of September 22, 1997) ("Phase II Plans").

WHEREAS, Developer has previously obtained and supplied 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 Phase II Plans from Worcester Township in accordance with Section 508 of the Pennsylvania Municipalities Code;

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

1. 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 Phase II 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.

2. The 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 Phase II 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 within one year from date of final approval resolution.

3. The Development shall be constructed in strict accordance with the content of the Plans and Phase I and Phase II Plans, the terms and conditions of this Resolution and the Approval Resolutions dated December 21, 1994, October 16, 1996, and the terms and conditions of the above-described Subdivision 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 Phase II Plans and Notes to the Phase II Plans, Preliminary Approval Resolution and Subdivision 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. The payment of all applicable fees and the funding of all escrows under the Subdivision and Escrow Agreement must be accomplished within one (1) year of the date of this Resolution. Until the applicable fees have been paid and the escrows fully funded, the Developer shall not obtain any building permits in Phase II nor shall the Plans be executed or recorded. In

the event that the fees have not been paid and the escrow has not been funded within one (1) year 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 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 17, 1997.

WORCESTER TOWNSHIP

By: *John H. Graham*
JOHN H. GRAHAM, Chairman
Board of Supervisors

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

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

**RESOLUTION NO. 97-40
TAX LEVY RESOLUTION**

A RESOLUTION OF THE TOWNSHIP OF WORCESTER, County of Montgomery, Commonwealth of Pennsylvania, fixing the tax rate for the year 1998.

BE IT RESOLVED AND ENACTED, and it is hereby resolved and enacted by the Board of Township 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 1998, as follows:

Tax rate for general purposes, the sum of	.05 mill on each dollar of market valuation
or the sum of	.005 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	.005 Cent
TOTAL	.05 Mill	.005 Cent

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 17th day of December, A.D. 1997.

WORCESTER TOWNSHIP

By: *John H. Graham*
JOHN H. GRAHAM, Chairman
Board of Supervisors

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