

UPPER DUBLIN TOWNSHIP RESOLUTIONS

<u>No.</u>	<u>Date</u>	<u>Description</u>
1500	08/10/93	Participation in Firearms Training System (FATS) Grant
1501	09/14/93	Environmental Protection Advisory Board Resolution
1502	09/14/93	Open Space Grant In Aid
1503	10/12/93	RIRA funds for "Field of Dreams"
1504	10/12/93	Designates "Local Chamber of Commerce Month"
1505	10/12/93	Restricts parking on Highland Avenue
1506	10/12/93	Supports Montgomery Co.'s \$100 million Open Space Program
1507	10/12/93	Amends Civil Services Rules & Regulations
1508	11/09/93	Dedication of Meadows at Mondauk
1509	11/09/93	PLCB License for Twining Valley Golf Club
1510	12/14/93	Adopts 1994 Budget
1511	12/14/93	Includes Penna Subdivision in 537 Plan
1512	12/14/93	Dedication of Highland Park, Inc. Subdivision
1513	12/14/93	No pension contributions during 1993 for police
1514	12/14/93	Dawesfield Phase I Dedication
1515	12/14/93	Dawesfield Phase IIA Dedication
1516	01/11/94	Township Engineer's Fees for 1994
1517	01/11/94	Authorizes check signers on Township accounts
1518	02/08/94	Authorizes officers on PLCB form for Twining Valley Golf Club
1519	02/08/94	Disposition of records
1520	03/08/94	Acknowledges "Community Day"

1521	03/08/94	Authorizes execution of Montgomery Co. Reimbursement Agreement for Traffic Signals
1522	05/11/94	Authorizes Sewage Facility for Pheasant Knoll
1523	06/14/94	Disposition of Records
1524	06/14/94	not used
1525	06/14/94	Deed of Dedication – O'Reilly Property
1526	06/14/94	Authorizes Sewage Facility for Meadowview Estates
1527	06/14/94	Approval of Continuation of Highway Safety Grant
1528	08/09/94	Deed of Dedication – North Hills Ave / First Reformed Church
1529	09/13/94	Authorizes submission of grant application to the Montgomery Co. Open Space Acquisition Grant Program for purchase of 2.0 Acres in Three Tuns area
1530	09/13/94	Revises Township Investment Policy
1531	09/13/94	Ballentrae South Dedication
1532	10/11/94	Closes out Upper Dublin Community Pool project
1533	10/11/94	Bodenstein Commons (Prospect Woods) Dedication
1534	11/09/94	Honors Bernie Specter
1535	11/09/94	Honors Richard Foster
1536	11/09/94	Honors Bob Buck
1537	11/09/94	Approves Open Space Plan
1538	11/09/94	PLCB License Execution
1539	11/09/94	PennDOT Snow and Ice Control Agreement
1540	11/09/94	Meadows at Mondauk Amended Deeds of Dedication
1541	11/09/94	Police Pension Contribution Resolution
1542	12/13/94	Adopts 1995 Budget

1543	12/13/94	Amends 537 Plan to include Dresher Woods
1544	12/13/94	Closes out "Fields of Dreams" Project
1545	01/10/95	Sets Township Engineer's Fees for 1995
1546	01/10/95	Parking restrictions on Highland Avenue
1547	02/14/95	Appointment of Building Code Committee
1548	02/14/95	Recognition of Fort Washington Office Center Advisory Council
1549	02/14/95	Ardsley Drainage Channel Study (Sandy Run Creek)
1550	04/11/95	Meadowview Estates Dedication
1551	04/11/95	Willowbrook Dedication
1552	04/11/95	Municipal Tree Planting Program Participation
1553	04/11/95	Records Disposition
1554	05/02/95	Condemnation of Gitlin Property for Butler Pike Sewer Line
1555	05/16/95	Participation in Pennsylvania Drug Reduction Property Program
1556	06/13/95	Cuce-Costanzo Development Dedication
1557	06/13/95	Includes Dublin Woods in Township's 537 Plan
1558	07/11/95	Deeds of Dedication – Bellaire (or Dublin Courts)
1559	08/09/95	Duplication Charge for Tax Collector
1560	09/12/95	Horner / Dresher Valley II Common Driveway
1561	09/12/95	Dedication of Dublin Hunt I (Dreshertown Road widening)
1562	09/12/95	Dedication of Bell Hollow Farms
1563	09/12/95	Reimbursement from State for Police Training
1564	10/10/95	Civil Service Commission Amendment
1565	11/14/95	Easement Agreement Kramer/Marks Property, 370 Commerce Dr

1566	11/14/95	Dedication of Eichenlaub project
1567	11/14/95	Includes Raynock Property in 537 Plan
1568	11/14/95	Dedication of Dublyn Lea
1569	11/14/95	Revision to Act 537 Plan (Wastewater Treatment Plant)
1570	11/14/95	Renewal of Twining Valley Golf Club Liquor License
1571	11/14/95	PennDOT Snow & Ice Control Agreement
1572	12/12/95	Budget Adoption for 1996
1573	01/09/96	Imposes Fees for Township Engineer for 1996
1574	01/09/96	Dedication of Highland Park II
1575	02/13/96	In Memory of Dr. Edward D. Lustbader
1576	02/13/96	In Memory of John W. Mauchly
1577	02/13/96	Ballentrae Woods Dedication
1578	02/13/96	Adoption of Regional Emergency Management Agreement
1579	02/13/96	PennDOT agreement re: Manhole Castings
1580	02/13/96	Reimbursement for Police Officer for training
1581	02/13/96	Authorization of check signers for payroll and accounts payable bank accounts
1582	02/13/96	Appointment of Assistant Township Secretary
1583	03/12/96	Dedication of Dawesfield IIB & III
1584	03/12/96	Notice of change in officers for PLCB License assuming William J. Bryers
1585	03/12/96	Proclaim 04/26/96 as Arbor Day
1586	03/12/96	Reduce police officers contribution to the pension
1587	04/09/96	PennDOT Graffiti Removal Agreement

1588	05/14/96	Reimbursement Agreement with County – Traffic Signals
1589	06/11/96	Guidelines for Arrests Without Warrant for Summary Offense
1590	06/11/96	Disposition or Destruction of Specific Records
1591	07/09/96	Authorizing Letter of Credit Surety to PennDOT for Improvement in Susquehanna Road
1592	07/09/96	Approve Relocation of Sidewalks Belle Aire Development
1593	08/13/96	PennDOT Agreement re: Manhole Castings
1594	08/13/96	Adopt Policy re: Installation of Private Antennae & Towers on Township Property
1595	09/10/96	Termination of Township Authority
1596	10/08/96	Adopt Emergency Management Plan
1597	10/08/96	Approve Route 309 Highway Safety Project Grant
1598	10/08/96	Authorize use of Sanitary Sewer Piping in Limekiln Pike
1599	11/12/96	Accept Deed of Dedication for Open Space Parcel for Dawesfield IIB & III

RESOLUTION NO. 1500

WHEREAS, the Montgomery County Consortium of Communities wishes to augment and upgrade the existing firearms training simulation program; and

WHEREAS, Firearms Training Systems, Inc. has available system upgrades offering the latest developments of technology that can create simulated stress situations to develop and measure judgment in small arms shooting for police officers; and

WHEREAS, every municipality, by implementing the most up-to-date firearms training, can enhance the skill of the police officers and better protect itself from or defend itself against liability claims; and

WHEREAS, both the Managers and the Police Chiefs of several of the communities have approved this system, and consider it a valuable training tool and are interested in expanding the successful joint program; and


WHEREAS, the Pennsylvania Department of Community Affairs makes available grants-in-aid to such projects the Council of Governments/Intermunicipal Projects Program,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby authorizes the application for such a grant by Upper Merion Township on behalf of participating municipalities of Montgomery County Consortium of Communities for improvements to the joint training program.

FURTHERMORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township agrees to participate with the Montgomery County Consortium of Communities in the administration and costs of the grant and the Project.

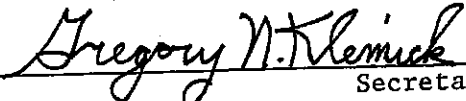
ADOPTED this 10th day of August, 1993.

By:



President

Attest:



Secretary

RESOLUTION NO. 1501

A RESOLUTION FORMALLY ESTABLISHING AN ENVIRONMENTAL PROTECTION ADVISORY BOARD, DESIGNATING THE AREAS OF RESPONSIBILITY AND THE TERMS OF OFFICE OF THE MEMBERS THEREOF.

WHEREAS, the Upper Dublin Board of Commissioners ("Township Commissioners") wishes to update the functions of the Environmental Protection Advisory Board:

NOW, THEREFORE, BE IT RESOLVED:

1. Effective September 14, 1993, the Environmental Protection Advisory Board ("EPAB") consisting of seven (7) members shall be appointed by the Township Commissioners.
2. The areas of responsibility of the EPAB shall include, but not be limited to, the following:
 - a. To recommend to the Board of Commissioners those issues which the EPAB believes should be studied and/or researched relating to the protection and enhancement of the environment in Upper Dublin Township and, upon approval by the Board of Commissioners, to engage in such studies and research and to submit recommendations arising from such studies and research to the Board of Commissioners for their consideration;
 - b. At the request or with the advance approval of the Board of Commissioners, provide assistance in such areas as waste disposal, recycling, water conservation, releases of pollutants, environmental quality, erosion control, and energy usage;
 - c. At the request or with the advance approval of the Board of Commissioners, to initiate and/or participate in community outreach programs providing for exchanges of information and responding to environmental issues;
 - d. At the request or with the advance approval of the Board of Commissioners, to integrate EPAB activities with other organizations in Upper Dublin and neighboring communities; and,
 - e. To always keep the appropriate committee of the Board of Commissioners informed of the EPAB's current activities and areas of study.

3. Members of the EPAB shall serve for three year terms. Any interim vacancy in membership shall be filled by the Township Commissioners via appointment of a successor to complete the unexpired term of the former member. The officers shall consist of a Chair who shall be elected by the members annually at the January meeting, and a Secretary whose position will rotate on a periodic basis.

4. The EPAB shall meet monthly and maintain a record of its meetings.

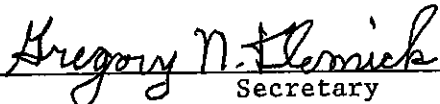
RESOLVED this 14th day of September, 1993.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP



President

Attest:



Secretary

RESOLUTION NO. 1502

A RESOLUTION BY THE UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS AUTHORIZING TOWNSHIP STAFF TO COMPLETE AND SUBMIT AN APPLICATION FOR A 1993 OPEN SPACE GRANT-IN-AID FOR ACQUISITION PURPOSES.


WHEREAS, Montgomery County has made funds available for municipal acquisition of land to serve recreation, conservation and scenic purposes; and,

WHEREAS, the North Wales Water Authority has offered Upper Dublin Township an option to purchase 2.11 acres of land in the Three Tuns area for open space purposes,

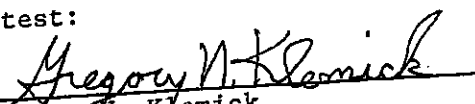
NOW, THEREFORE, BE IT RESOLVED, that the Upper Dublin Township Board of Commissioners hereby authorizes Board of Commissioners President Richard R. Rulon to sign an application for Montgomery County Open Space Grant-in-Aid funding to assist with purchase of this property.

Signed this 21st day of September 1993.

by


Richard R. Rulon
President
Board of Commissioners

Attest:


Gregory N. Klemick
Township Manager/Secretary

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY AFFAIRS
BUREAU OF RECREATION AND CONSERVATION

RECREATIONAL IMPROVEMENT AND REHABILITATION ACT (RIRA) PROGRAM
RESOLUTION - AMENDMENT

Resolution 1503

WHEREAS Act 1984-106 (p.l. 527), as amended, authorized the Department of Community Affairs to provide grant funding for various municipal park and recreation facility projects; and,

WHEREAS, Upper Dublin Township desires to rehabilitate the Upper Dublin Community Pool bathhouse as well as develop the Fort Washington Fields Complex for public use in accordance with the provisions of Act 1984-106, as amended; and

WHEREAS the estimated cost of the projects is \$300,000; and

WHEREAS the \$200,000 local share will be available for the purposes herein applied; and

WHEREAS Upper Dublin Township acknowledges the responsibility to annually budget funds for maintenance/operation of the project site/facility:

NOW, THEREFORE BE IT RESOLVED BY THE Board of Commissioners of the Upper Dublin Township on the 12th day of October 1993, that, through this amendment to the original resolution dated October 8, 1991, it agrees to comply with the requirements of the RIRA program and the Department of Community Affairs for the purpose of obtaining grant funds to rehabilitate the Upper Dublin Community Pool bathhouse as well as develop the Fort Washington Fields Complex.

ATTEST:

Gregory N. Klemick
Gregory N. Klemick
Township Manager/Secretary

Signature:

Richard R. Rulon
Richard R. Rulon, President
Board of Commissioners

RESOLUTION NO. 1504

WHEREAS, Governor Robert P. Casey has proclaimed the month of October, 1993, "Local Chamber of Commerce Month" in Pennsylvania; and

WHEREAS, business leaders, entrepreneurs and professionals throughout the Commonwealth have demonstrated a true concern for the welfare of all citizens, and have worked diligently to ensure Pennsylvania's economic prosperity for future generations; and

WHEREAS, the Keystone State's 255 local Chambers of Commerce, representing over 250,000 businesses, works as independent organizations to build and improve their cities, counties and the Commonwealth of Pennsylvania; and

WHEREAS, the Greater Willow Grove Chamber of Commerce has worked to promote the advancement of our region, business, including a sincere concern for community awareness and the needs of the citizens they serve by organizing community enriching such as the Salute to Montgomery County Business & Industry; and

WHEREAS, it is important for the residents and businesses of our region to recognize and appreciate the countless contributions the Greater Willow Grove Chamber of Commerce has made to the quality of life we enjoy today;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township do hereby proclaim October 1993 as "Local Chamber of Commerce Month" in Upper Dublin Township, Montgomery County.

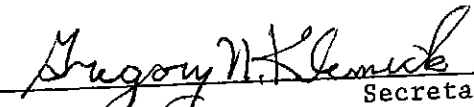
ADOPTED this 12th day of October, 1993.

Signed:



President

Attest:



Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1505

RESOLUTION TO RESTRICT PARKING ON HIGHLAND AVENUE

WHEREAS, in response to safety concerns brought to its attention, the Upper Dublin Township Police Department has recently monitored the vicinity surrounding the Fort Washington Elementary School including Highland Avenue and Fort Washington Avenue during school dismissal time; and

WHEREAS, the Upper Dublin Township Police Department has determined that the increase in vehicular and pedestrian traffic during school dismissal presents a safety hazard for the Fort Washington Elementary School children, other pedestrians, and vehicular traffic in the school vicinity; and


WHEREAS, the Upper Dublin Township Police Department has conferred with the principal of the Fort Washington Elementary School in an effort to correct certain identified problems, and she is in agreement with the proposals presented by the Upper Dublin Police Department; and

WHEREAS, the Upper Dublin Township Police Department has recommended that "No Parking" signs be posted on the south side of Highland Avenue between Route 309 and Fort Washington Avenue;

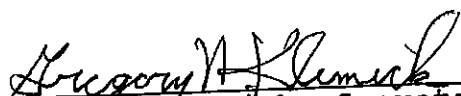
BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby directs the Township Public Works Department to install "No Parking" signs along the south side of Highland Avenue between Route 309 and Fort Washington Avenue.

RESOLVED, this 12th day of October, 1993, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

ATTEST:


Gregory N. Klemick, Secretary
g:ud\gen\parking.res

RESOLUTION NO. 1506

We, the Commissioners of Upper Dublin Township of Montgomery County, recognize:

WHEREAS, over 62,000 acres of open space in Montgomery County have been lost since 1965; and

WHEREAS, the County's farms, fields and forests are disappearing as new houses are built every day in Montgomery County; and

WHEREAS, more than 60,000 people are expected to move into Montgomery County in the next two decades; and

WHEREAS, We recognize that the quality of life we enjoy as citizens of Montgomery County is enhanced and sustained by the preservation and rejuvenation of well-planned open space and parks; and

WHEREAS, We realize that only a comprehensive County-wide program can achieve meaningful preservation of the necessary open spaces;

NOW, THEREFORE, We the Commissioners of Upper Dublin Township do hereby RESOLVE to support and endorse the recommendations of the bipartisan Montgomery County Open Space Task Force and to urge the Montgomery County Commissioners to adopt the \$100 million Open Space Program proposed by the Task Force as soon as possible.

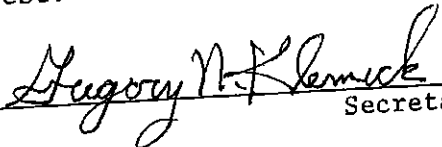
APPROVED this 12th day of October, 1993.

By:



President

Attest:



Secretary

RESOLUTION NO. 1507

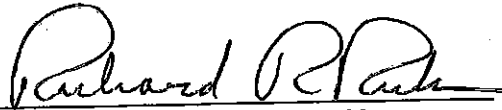
WHEREAS, Article XIII., Section 1301 of the Rules and Regulations for the Civil Service Commission provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township; and

WHEREAS, pursuant to Section 55635 of the First Class Township Code, the Civil Service Commission is required to make rules and regulations to be approved by the Upper Dublin Board of Commissioners providing for the examinations, practical in character, for positions in the Upper Dublin Police Force, relating to such matters as fairly test the merit and fitness of the persons examined;

NOW, THEREFORE, be it resolved that the Commissioners of Upper Dublin Township do hereby endorse and approve Amendment No. 6 to the Rules and Regulations of the Civil Service Commission, a copy of which is attached hereto and made a part of this Resolution.

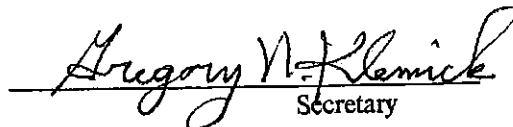
ADOPTED this 12th day of October, 1993, at a regular stated meeting of the Board of Commissioners.

By:



President

Attest:



Secretary

AMENDMENT NO. 6

RULES AND REGULATIONS FOR THE
CIVIL SERVICE COMMISSION
UPPER DUBLIN TOWNSHIP

In accordance with Article XIII, Section 1301 of the Rules and Regulations for the Civil Service Commission as approved by the Board of Commissioners on August 8, 1989, the Civil Service Commission hereby proposes the following amended regulations:

1. Article III. Applications, Section 306., General Qualifications - Application for Sergeant, Detective Sergeant, Juvenile Sergeant, and Lieutenant, as amended, shall be further amended as follows:

306. General Qualifications - Application for Sergeant, Lieutenant, Corporal, and Deputy Chief.

In addition to meeting the qualifications fixed for each applicant for a position in the Police Department, all applicants for the position of Sergeant, Lieutenant, Corporal, and Deputy Chief, shall:

- (a) have satisfactorily completed their basic training program for police officers and have graduated from a recognized police school, or possess a waiver for these requirements, and
- (b) have demonstrated an ability to carry out orders from superiors as documented by immediate supervisors and the Chief of Police in written evaluations, and
- (c) demonstrated a working knowledge of police science and administration as ascertained by a promotional examination prescribed by the civil service commission, and
- (d) demonstrate an ability to deliver and supervise the work of subordinates, and
- (e) have received at least a grade of "satisfactory" on the latest service rating.

Also, each person applying for a specific posted position shall meet the appropriate additional qualification:

- (1) have been continuously employed in police services as a sworn police officer in the Upper Dublin Township Police Department for at least two(2) years as of the application date to qualify for Corporal or Sergeant.
- (2) have been continuously employed in police services as a sworn police officer in the Upper Dublin Township Police Dept. for at least four(4) years, two(2) of which have been spent at the rank of Sergeant, as of application date to qualify for Lieutenant.
- (3) have been continuously employed as a sworn police officer in police services, Upper Dublin Township for at least five(5) years at the rank of Sergeant or five(5) years at the rank of Lieutenant, or five(5) years at the rank of Sergeant and/or Lieutenant as of application date to qualify for Deputy Chief.

2. Article VII. Examination Process, Section 702. Examinations for Police Positions., Subsection C. shall be amended as follows:

B. Examination for positions of Corporal, Sergeant, Lieutenant.

The following parts comprise the examination process for the aforementioned positions:

<u>Element</u>		<u>Passing Score</u>	<u>Weighting</u>
Step 1	Service Rating	-	10%
Step 2	Written Examination	Ref: Section 704	50%
Step 3	Oral Examination	Ref: Section 704	40%
Step 4	Medical Examination	Ref: Article V	Pass/Fail
Step 5	Psychological Evaluation	Ref: Article V	Pass/Fail

(2) When promotional examinations are to be given, the Chief of Police, with the aid and recommendations of other supervisors and administrators of the Department being taken into consideration, shall submit, upon forms provided by the Commission, service rating of all candidates for promotion. The factors and methods of rating shall be the same for all police officers of the same grade and shall bear a fair relationship to the duties and responsibility of the police officers to be rated.

(3) Article VII. Examination Process, Section 704. Passing Grades. shall be amended as follows:

704. Passing Grades - Veterans' Preference.

The minimum passing score for a written examination shall be seventy (70%) percent. Further processing (examinations) will be open to the candidates after the written examination. Those candidates shall then be offered the opportunity to take the oral examination for which the passing score shall be seventy (70%) percent. Failure of a candidate to obtain a seventy (70%) percent in the oral examination shall exclude that candidate from further processing.

Persons, male or female, who served in the military or naval service of the United States during any war in which the United States has been, is now, or shall hereafter be, engaged and who have honorable discharges from such service, who have successfully passed the written and oral examinations, shall be given the additional credits and preference in appointment provided for by law.

Approved by a majority of the Commission this 5th day of October, 1993, at a regular stated meeting of the Commission.

Richard L. Craft
Richard W. Foster
Kenneth J. Cooper

RESOLUTION NO. 1508

RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR DETENTION BASIN, STORM SEWER, AND PUBLIC STREETS
SHOWN ON APPROVED SUBDIVISION PLAN FOR
"THE MEADOWS AT MONDAUK COMMONS"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Buttonbox, Inc. (hereinafter "Grantor") a Deed of Dedication for a detention basin easement, (hereinafter "Detention Basin"), more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor four Deeds of Dedication for a storm sewer easement (hereinafter "Storm Sewer"), more fully described in Exhibits "B" through "E" attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for two public streets to be known as "Gentlemen's Way" and "Broad Street (relocated)" (hereinafter together "Streets"), more fully described in Exhibits "F" and "G" respectively, attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Detention Basin, Storm Sewer and Streets, which Subdivision Plan is recorded in the Office for the Recording of Deeds, Norristown, Montgomery County, Pennsylvania, Plan Book A-51, Page 471; and

WHEREAS, Grantor has heretofore improved the Detention Basin, Storm Sewer, and Streets according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Detention Basin, Storm Sewer, and Streets will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Detention Basin, Storm Sewer, and Streets more fully described in

Exhibits "A" through "G" attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this Subdivision Project;
- C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated February 6, 1990, covering the cost of the required improvements and professional fees; and
- D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution.

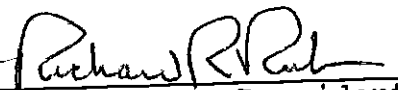
Said payments and documentation shall be to the satisfaction of the Township Solicitor.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. Gentlemen's Way and Broad Street (relocated), as described in Exhibits "F" and "G" attached hereto, shall hereafter be designated on the official maps of streets in the Township as public streets.

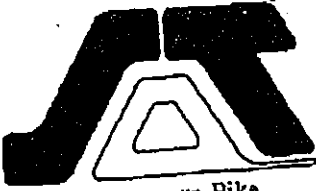
RESOLVED, this 9th day of November, 1993.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

ATTEST:


Gregory N. Klemick, Secretary



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

July 9, 1993

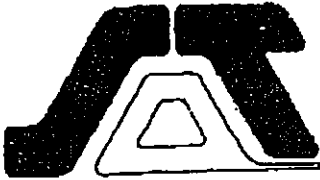
LEGAL DESCRIPTION
"THE MEADOWS AT MONDAUK COMMONS"
DETENTION BASIN EASEMENT
LOT 9
PROJECT #1659

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as a Detention Basin Easement on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc. dated February 8, 1989 as last revised October 5, 1989, and being more fully described as follows:

BEGINNING at a point in the line dividing the lands of lot 8 and lot 9, said point being located the following (2) two courses from a point marking the intersection of the said dividing line and the arc of a cul-de-sac said cul-de-sac being the southwesterlymost terminus of Gentlemen's Way (50 feet wide); (1) South $24^{\circ} 45' 40''$ West, 105.00 feet to an angle point; (2) South $100^{\circ} 44' 57''$ East, 28.55 feet to the point of beginning; thence from the said beginning point and extending along the said dividing line, South $100^{\circ} 44' 57''$ East, 203.62 feet to a point on the northeast sideline of Susquehanna Road, of variable width; thence extending along the said sideline the following (3) three courses: (1) North $51^{\circ} 09' 40''$ West, 338.72 feet to an angle point; (2) South $38^{\circ} 50' 20''$ West, 10.00 feet to an angle point; (3) North $51^{\circ} 09' 40''$ West, 121.81 feet to a point in the southeast line of lands of lot 10; thence extending along the said lot 10 lands, North $38^{\circ} 18' 02''$ East, 142.00 feet to a point, thence extending on and through the line of lands of lot 9, South $51^{\circ} 09' 40''$ East, 306.84 feet to the point of beginning.

Professional Engineering/Land Surveying

EXHIBIT A



Stout, Tacconelli & Associates, Inc.

1744 Sumncytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

July 8, 1993

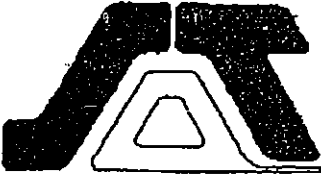
LEGAL DESCRIPTION
"THE MEADOWS AT MONDAUK COMMONS"
STORM SEWER EASEMENT
(LOT 2)
PROJECT #1659

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as a 20 foot wide Storm Sewer Easement on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc. dated February 8, 1989 as last revised October 5, 1989, and being more fully described as follows:

BEGINNING at a point on the northeast sideline of Gentlemen's Way (50 feet wide), said point also being a corner in the line dividing the lands of lot 2 and lot 3; thence from the said beginning point and extending along the said sideline of Gentlemen's Way, North $51^{\circ} 41' 58''$ West, 20.00 feet to a point; thence extending on and through the line of lands of lot 2 the following (2) two courses: (1) North $38^{\circ} 18' 02''$ East, 152.50 feet to an angle point; (2) South $51^{\circ} 41' 58''$ East, 20.00 feet to a point, on the aforementioned dividing line of lot 2 and lot 3; thence extending along the said dividing line, South $38^{\circ} 18' 02''$ West, 152.50 feet to the point of beginning.

Professional Engineering/Land Surveying

EXHIBIT B



Stout, Tacconelli & Associates, Inc.

1744 Sunnyside Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

July 8, 1993

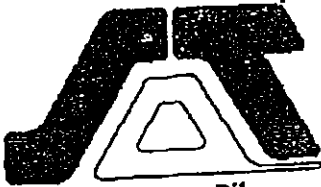
LEGAL DESCRIPTION
"THE MEADOWS AT HONDAUK COMMONS"
STORM SEWER EASEMENT
(LOT 4)
PROJECT #1659

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as a 20 foot wide Storm Sewer Easement on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc. dated February 8, 1989 as last revised October 5, 1989, and being more fully described as follows:

BEGINNING at a point on the northeast sideline of Gentlemen's Way (50 feet wide), said point also being a corner in the line dividing the lands of lot 4 and lot 5; thence from the said beginning point and extending along the said sideline of Gentlemen's Way, North 51° 41' 58" West, 20.00 feet to a point; thence extending on and through the line of lands of lot 4 the following (2) two courses: (1) North 38° 18' 02" East, 152.50 feet to an angle point; (2) South 51° 41' 58" East, 20.00 feet to a point, on the aforementioned dividing line of lot 4 and lot 5; thence extending along the said dividing line, South 38° 18' 02" West, 152.50 feet to the point of beginning.

Professional Engineering/Land Surveying

EXHIBIT C



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

July 9, 1993

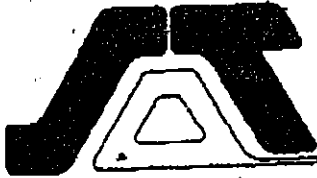
LEGAL DESCRIPTION
"THE MEADOWS OF MONDAUK COMMONS"
STORM SEWER EASEMENT
(LOT 8 & LOT 9)
PROJECT #1659

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as a 20 foot wide Storm Sewer Easement on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc. dated February 8, 1989 as last revised October 5, 1989, and being more fully described as follows:

BEGINNING at a point on the arc of a cul-de-sac said cul-de-sac being the southwesterlymost terminus of Gentlemen's Way (50 feet wide), said point also being a corner in the line dividing the lands of lot 8 and lot 9; thence from the said beginning point and extending along the aforementioned cul-de-sac, along a line curving to the left in a northeasterly direction, having a radius of 50.00 feet, for an arc distance of 15.24 feet to a point; thence extending partly on and through the line of lands of lot 8 and lot 9, aforesaid, the following (3) three courses: (1) South $24^{\circ} 45' 40''$ West, 113.00 feet to an angle point; (2) South $74^{\circ} 05' 46''$ West, 100.60 feet to an angle point; (3) South $15^{\circ} 20' 20''$ West, 72.50 feet to a point, on the northeast sideline of Susquehanna Road, (of variable width); thence extending along the said sideline, North $51^{\circ} 09' 40''$ West, 21.81 feet to a point; thence extending on and through the line of lands of lot 9, the following (3) three courses: (1) North $15^{\circ} 20' 20''$ East, 75.06 feet to an angle point; (2) North $74^{\circ} 05' 46''$ East, 102.67 feet to an angle point; (3) North $24^{\circ} 45' 40''$ East, 101.76 feet to a point, in the arc of a cul-de-sac, said cul-de-sac being the southwesterlymost terminus of Gentlemen's Way, aforesaid; thence extending along the said cul-de-sac, along a line curving to the left in a northeasterly direction, having a radius of 50.00 feet, for an arc distance of 5.00 feet to the point of beginning.

Professional Engineering/Land Surveying

EXHIBIT D



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

July 9, 1993

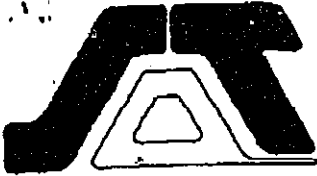
LEGAL DESCRIPTION
"THE MEADOWS OF MONDAUK COMMONS"
STORM SEWER EASEMENT
(LOTS 12, 13, 15, 16 & 17)
PROJECT #1659

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as a 20 foot wide Storm Sewer Easement on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc. dated February 8, 1989 as last revised October 5, 1989, and being more fully described as follows:

BEGINNING at a point on the arc of a cul-de-sac said cul-de-sac being the southwesterlymost terminus of Gentlemen's Way (50 feet wide), said point also being a corner in the line dividing the lands of lot 9 and lot 17; thence from the said beginning point and extending partly along a line dividing various lots the following (2) two courses: (1) North $75^{\circ} 07' 21''$ West, 183.18 feet to an angle point; (2) North $51^{\circ} 41' 58''$ West, 299.26 feet to an angle point; thence extending partly on and through the line of lands of lot 11, 12 and 13, North $64^{\circ} 14' 35''$ West, 185.47 feet to an angle point; thence extending on and through the line of lands of lot 13, 12 and 15 the following (2) two courses: (1) North $25^{\circ} 45' 25''$ East, 20.00 feet to an angle point; (2) South $64^{\circ} 14' 35''$ East, 187.67 feet to an angle point; thence extending on and through the line of lands of various lots the following (2) two courses: (1) South $51^{\circ} 41' 58''$ East, 297.31 feet to an angle point; (2) South $75^{\circ} 07' 21''$ East, 183.21 feet to a point, on the arc of a cul-de-sac, said cul-de-sac being the aforementioned terminus of Gentlemen's Way; thence extending along the said arc along a line curving to the left in a southerly direction, having a radius of 50.00 feet, for an arc distance of 20.58 feet to the point of beginning.

Professional Engineering/Land Surveying

EXHIBIT E



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

July 12, 1993

LEGAL DESCRIPTION
"MEADOWS AT MONDAUK COMMONS"
GENTLEMEN'S WAY
PROJECT #1659

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as Gentlemen's Way on a Plan of Subdivision prepared for Westrum Land Development Corporation by Stout, Tacconelli & Associates, Inc. dated February 8, 1989, as last revised October 5, 1989 and being more fully described as follows:

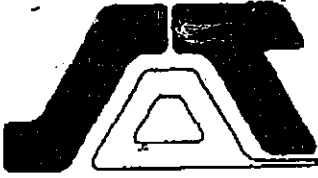
BEGINNING at a point, said point being the northeasternmost end of a 25-foot radial corner, formed by the intersection of the northeast sideline of Gentlemen's Way (50.00 feet wide) and the southeast sideline of Broad Street (relocated) (50.00 feet wide); thence, from said beginning point and extending along a line, curving to the left in a southeasterly direction, having a radius of 25.00 feet, for an arc distance of 36.14 feet to a point of tangency, on the northeast sideline of Gentlemen's Way, aforesaid; thence, extending along the said sideline, the following five (5) courses: (1) South 28° 29' 50" East, 125.60 feet to a point of curvature; (2) extending along a line, curving to the left in a southeasterly direction, having a radius of 275.00 feet, for an arc distance of 111.36 feet to a point of tangency; (3) South 51° 41' 58" East, 368.21 feet to a point of curvature; (4) extending along a line curving to the right, having a radius of 175.00 feet, for an arc distance of 154.91 feet to a point of reverse curvature; (5) extending along a line, curving to the left in a southeasterly direction, having a radius of 50.00 feet, for an arc distance of 28.00 feet to a point of reverse curvature; thence, extending along the arc of a cul-de-sac, said cul-de-sac being the southeasternmost terminus of Gentlemen's Way, aforesaid; extending along a line curving to the right in a southwesterly direction, having a radius of 50.00 feet, for an arc distance of 226.22 feet to a point of reverse curvature, on the southwest sideline of Gentlemen's Way, aforesaid; thence, extending along the said sideline, the following five (5) courses: (1) extending along a line, curving to the left in a northwesterly direction, having a radius of 50.00 feet or an arc distance of 54.73 feet to a point of common curve; (2) extending along a line, curving to the left in a northwesterly direction, having a radius

Professional Engineering/Land Surveying

EXHIBIT F

of 125.00 feet, for an arc distance of 76.63 feet to a point of tangency; (3) North 51° 41' 58" West, 368.21 feet to a point of curvature; (4) extending along a line, curving to the right in a Northwesterly direction, having a radius of 325.00 feet, for an arc distance of 131.61 feet to a point of tangency; (5) North 28° 29' 50" West 255.4 feet, to a point of curvature; thence, extending along a line, curving to the left in a northwesterly direction, having a radius of 25.00 feet, for an arc distance of 36.56 feet to a point of tangency, on the southeast sideline of Broad Street (relocated), aforesaid; thence, extending along the said sideline, the following two (2) courses: (1) North 67° 43' 25" East, 6.70 feet to a point of curvature; (2) extending along a line, curving to the left in a northeasterly direction, having a radius of 375.00 feet, for an arc distance of 87.71 feet to the point of beginning.

EXHIBIT F



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

July 12, 1993

**LEGAL DESCRIPTION
"MEADOWS AT MONDAUK COMMONS"
BROAD STREET (RELOCATED)
PROJECT #1659**

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as Broad Street (relocated) on a Plan of Subdivision prepared for Westrum Land Development Corporation by Stout, Tacconelli & Associates, Inc. dated February 8, 1989, as last revised August 9, 1989 and being more fully described as follows:

BEGINNING at a point, said point being the northwesternmost end of a .25-foot radial corner, formed by the intersection of the northeast sideline of Susquehanna Road, S.R. 2017, L.R. 46101, (80 feet wide) and the Northwest sideline of Broad Street (relocated) (50 feet wide); thence, from the said beginning point and extending along a line, curving to the left in a northeasterly direction, having a radius of 25.00 feet, for an arc distance of 40.04 feet to a point of tangency, on the northwest sideline of Broad Street (relocated), aforesaid; thence, extending along the said sideline, the following four (4) courses: (1) North $41^{\circ} 11' 45''$ East, 91.39 feet to a point of curvature; (2) extending along a line, curving to the right, in a north easterly direction, having a radius of 425.00 feet, for an arc distance of 196.77 feet to a point of tangency; (3) North $67^{\circ} 43' 25''$ East, 124.71 feet to a point of curvature; (4) extending along a line, curving to the left in a northeasterly direction, having a radius of 325.00 feet, for an arc distance of 171.45 feet to a point of tangency; thence, crossing over the bed of Broad Street, South $51^{\circ} 41' 58''$ East, 50.00 feet to a point on the southeast sideline of Broad Street (relocated), aforesaid; thence, extending along the said sideline, the following four (4) courses: (1) extending and crossing over the northwesternmost terminus of Gentlemen's Way, along a line curving to the right, in a South westerly direction having a radius of 375.00 feet, for an arc distance of 197.47 feet to a point of tangency; (2) South $67^{\circ} 43' 25''$ West, 124.71 feet to a point of curvature; (3) extending along a line, curving to the left in a southwesterly direction, having a radius of 375.00 feet, for an arc distance of 173.62 feet, to a point of tangency; (4) South $41^{\circ} 11' 45''$ West, 97.67 feet to a point of curvature; thence, extending along a line, curving to the left in a

Professional Engineering/Land Surveying

EXHIBIT G

southeasterly direction, having a radius of 25.00 feet, for an arc distance of 37.18 feet to a point, on the northeast sideline of Susquehanna Road, aforesaid; thence, extending along the said sideline the following two (2) courses: (1) North 44° 00' 57" West, 20.94 feet to a point of curvature; (2) extending along a line, curving to the left in a northwesterly direction, having a radius of 1,472.69 feet for an arc distance of 77.93 feet to the point of beginning.

EXHIBIT G

RESOLUTION NO. 1509


A RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER/SECRETARY, GREGORY N. KLEMICK, OR, THE PRESIDENT OF THE BOARD OF COMMISSIONERS, RICHARD R. RULON, TO EXECUTE THE PENNSYLVANIA LIQUOR CONTROL BOARD APPLICATION FOR RENEWAL OF THE MUNICIPAL GOLF COURSE LIQUOR LICENSE ASSIGNED TO TWINING VALLEY GOLF CLUB.

WHEREAS, it is the desire of the Township of Upper Dublin to be granted a renewal of its Municipal Golf Course Liquor License;

THEREFORE, BE IT RESOLVED, that an application for said license to expire January 31, 1995 be filed with the Pennsylvania Liquor Control Board and that Richard R. Rulon and/or Gregory N. Klemick are/is hereby authorized to execute the necessary application and bond along with any other forms and papers required for renewal or change.

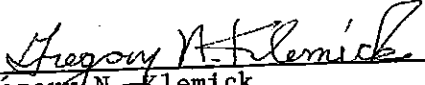
ADOPTED this 9th day of November, 1993.

Signed:


Richard R. Rulon, President
Board of Commisisoners
Upper Dublin Township

Attest:

Seal:


Gregory N. Klemick
Township Manager/Secretary
Upper Dublin Township

RESOLUTION NO. 1510

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 1994.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 1994 detailing the estimated amounts of money required for the specific purposes of the Upper Dublin Township government for the ensuing fiscal year including estimated receipts, expenditures and appropriations, and,

WHEREAS, the proposed 1994 budget was advertised as required by law and presented at public workshops on November 9th and November 16th, 1993, and,

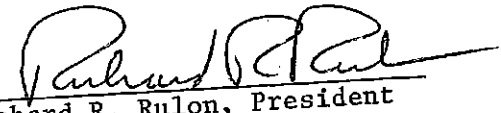
WHEREAS, amendments were made to the proposed budget during the public budget hearings legally advertised and held on November 23rd, November 30th and December 7th, 1993,

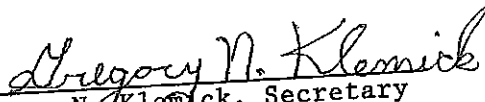
WHEREAS, the proposed budget as amended will take effect on January 1, 1994;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, detailed in the attached exhibit, for 1994.

ADOPTED this 14th day of December, 1993, A.D.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
Richard R. Rulon, President

ATTEST: 
Gregory N. Klemick, Secretary

RESOLUTION NO. 1511

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP,
MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

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

WHEREAS, Salvatore Penna has proposed the development of a parcel of land identified as the Penna Subdivision, and described in the attached Planning Module, and proposes that such land development be served by sewer tap-ins and sewer extension.

WHEREAS, Upper Dublin Township finds that the subdivision described in the attached Sewage Facilities Planning Module conforms to applicable zoning and other municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

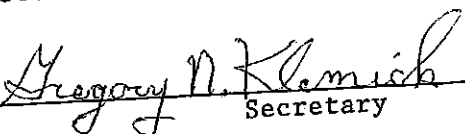
ADOPTED this 14th day of December, 1993.

By:



President

Attest:



Secretary

Resolution No. 1512

**RESOLUTION TO ACCEPT
DEED OF DEDICATION
FOR A STORM SEWER EASEMENT AND A PORTION OF A PUBLIC STREET
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
HIGHLAND PK., INC.**

WHEREAS, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN, (hereinafter "Township") has received from HIGHLAND PK., INC., (hereinafter "Grantor") a Deed of Dedication for a storm sewer easement (hereinafter Storm Sewer Easement), extending from beginning point to ending point as more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners of the Township has also received from Grantor a Deed of Dedication for additional right-of-way area along a public street known as Farm Lane (hereinafter "Street"), extending from beginning point to ending point as more particularly described in Exhibit "B" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a subdivision plan filed by or on behalf of Grantor showing the Storm Sewer Easement and Street and setting forth lots fronting on the Street; and

WHEREAS, Grantor has heretofore improved the Storm Sewer Easement and Street according to Township specifications and has provided the Township with a maintenance bond in proper form guaranteeing the upkeep of the piping and materials in the Storm Sewer Easement and of the Street for a period of eighteen (18) months from the date hereof; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the improvements in the Storm Sewer Easement and the additional right-of-way will be opened and dedicated for public use;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of TOWNSHIP OF UPPER DUBLIN does hereby resolve as follows:

1. That the Deeds of Dedication offered to the Township for (a) Storm Sewer Easement, extending from beginning point to ending point as more particularly described in Exhibit "A" attached hereto and (b) additional right of way on Farm Lane, extending from beginning point to ending point as more particularly described in Exhibit "B" attached hereto are hereby accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;

- B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this subdivision project known as "Highland Pk., Inc.";
- C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated August 20, 1992, covering the cost of the required improvements and professional fees;
- D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution.

Said payments and documentation shall be to the satisfaction of the Township Solicitor.

2. The proper officers of the Township are authorized to incorporate this resolution as an exhibit to the respective Deeds of Dedication and record the same in the Office for the Recording of Deeds, Norristown, Pennsylvania.

3. The additional right of way on Farm Lane as described in Exhibit "B" attached hereto, shall hereafter be designated on the official map of streets in the Township as a public street.

RESOLVED, this 14th day of December, A.D., 1993.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon, President

Attest: Gregory N. Klemick
Gregory N. Klemick, Secretary

RESOLUTION NO 1513

WHEREAS, the Award of the Board of Arbitration dated April 20, 1992 included a provision that no pension contribution would be required from police officers in 1993 unless determined by the Plan Actuary, and since the State Aid received in 1992 fully funded the 1993 Minimum Municipal Obligation,

NOW, THEREFORE, BE IT RESOLVED that during the calendar year 1993 no deductions will be made from police officer salaries for the purpose of funding the police pension fund.

RESOLVED this 14th day of December, 1993.

Attest

Township of Upper Dublin
Board of Commissioners

Gregory N. Klemick
Gregory N. Klemick
Manager/Secretary

Richard R. Rulon
Richard R. Rulon
President

RESOLUTION NO. 1514

**RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR AND PUBLIC STREETS, STORM SEWER EASEMENTS,
AND SANITARY SEWER EASEMENTS AS SHOWN ON
APPROVED SUBDIVISION PLAN FOR
"DAWSFIELD PHASE I"**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from DAWSFIELD JOINT VENTURE (hereinafter "Grantor") Deeds of Dedication for ten public streets (hereinafter together "Streets"), more fully described in Exhibits "A" through "J" respectively, attached hereto, and to be known as follows:

Devonshire Road Right-of-Way	Exhibit "A"
Existing Dreshertown Road Right-of-Way	Exhibit "B"
Harrington Road Right-of-Way	Exhibit "C"
Jarrettown Road Right-of-Way	Exhibit "D"
Saint George's Road Right-of-Way	Exhibit "E"
Sommerset Street Right-of-Way	Exhibit "F"
Tuckerstown Road Right-of-Way	Exhibit "G"
Relocated Dreshertown Road North of Saint George's Road	Exhibit "H"
Relocated Dreshertown Road Right-of-Way South of Saint George's Road	Exhibit "I"
Temporary Easement for Saint George's Road Right-of-Way	Exhibit "J"

and;

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor seven Deeds of Dedication for storm sewer easements (hereinafter "Storm Sewer"), more fully described in Exhibits "K" through "Q" attached hereto, and known as follows:

Storm Sewer Easement Through Lot 2	Exhibit "K"
Storm Sewer Easement No. 7	Exhibit "L"
Storm Sewer Easement Through Lot 58 and Lot 59	Exhibit "M"
Storm Sewer Easement Through Lot 60	Exhibit "N"
Storm Sewer Easement Through Lots 61, 62, 63, 68 and 69	Exhibit "O"
Storm Sewer Easement Through Lots 63, 64, 66, and 67	Exhibit "P"
Storm Sewer Easement Through Lot 71 and Lot 89	Exhibit "Q"

and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor one Deed of Dedication for a sanitary sewer easement through Lots 11, 12, 13, and 14, (hereinafter "Sanitary Sewer"), more fully described in Exhibit "R" attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor one Deed of Dedication for a storm and sanitary sewer easement through Lots 16, 17, and 18, (hereinafter also known as Storm Sewer and Sanitary Sewer), more fully described in Exhibit "S" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Storm Sewer, Sanitary Sewer and Streets, which Subdivision Plan was prepared by Alon Engineering Associates, Inc., and is entitled "Phase I - Subdivision Plan - Dawesfield", dated 3/22/88 with last revision date 3/30/89; and

WHEREAS, Grantor has heretofore improved the Storm Sewer, Sanitary Sewer and Streets according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Storm Sewer, Sanitary Sewer and Streets will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Storm Sewer, Sanitary Sewer and Streets more fully described in Exhibits "A" through "S" attached hereto, are accepted on the condition that Grantor provide to the Township the following:
 - A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
 - B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this Subdivision Project;
 - C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated February 27, 1989, covering the cost of the required improvements and professional fees; and
 - D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution.

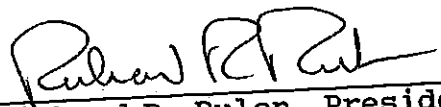
Said payments and documentation shall be to the satisfaction of the Township Solicitor.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

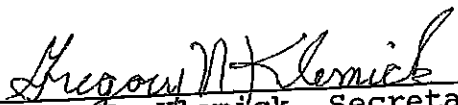
3. The public streets, as described in Exhibits "A" through "J" attached hereto, shall hereafter be designated on the official maps of streets in the Township as public streets.

RESOLVED, this 14th day of December, 1993.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

ATTEST:


Gregory N. Klemick, Secretary

h:\ud\dev\dawes1.res



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700
FAX: (215) 343-0875
Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100
FAX: (215) 489-2674
901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF DEVONSHIRE ROAD RIGHT-OF-WAY DAWESFIELD PHASE 1 UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Devonshire Road right-of-way (50.00 feet wide), Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on the southeasterly right-of-way line of Tuckerstown Road (50.00 feet wide), said point being located along the arc of a curve to the left in a northeasterly direction, having a radius of 375.00 feet, an arc distance of 105.39 feet along said right-of-way line of Tuckerstown Road from a point, a common corner of Lot 61 and Lot 70:

1. Thence along the southeasterly right-of-way line of Tuckerstown Road and crossing the bed of Devonshire Road, along the arc of a curve to the left in a northeasterly direction, having a radius of 375.00 feet, an arc distance of 77.06 feet to a point;
2. Thence leaving the southeasterly right-of-way line of Tuckerstown Road, along the arc of a curve to the left in a southerly to southeasterly direction, having a radius of 15.00 feet, an arc distance of 22.02 feet to a point on the northeasterly right-of-way line of Devonshire Road;
3. Thence along said northeasterly right-of-way line of Devonshire Road, South 72 degrees 59 minutes 20 seconds East, a distance of 67.69 feet to a point of curvature;
4. Thence along the same, along the arc of a curve to the right in a southeasterly direction, having a radius of 525.00 feet, an arc distance of 230.88 feet to a point;
5. Thence along the same and crossing the mouth of Harrington Road (50.00 feet wide), South 47 degrees 47 minutes 30 seconds East, a distance of 248.71 feet to a point of curvature;
6. Thence along the same, along the arc of a curve to the right in a southeasterly to southwesterly direction, having a radius of 225.00 feet, an arc distance of 230.88 feet to a point;

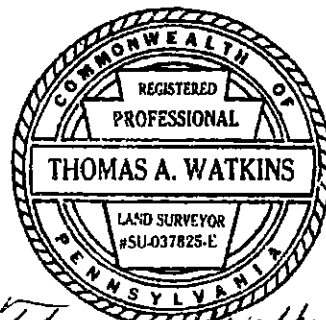


EXHIBIT A

Description of Devonshire Road Right-of-Way
Dawesfield Phase 1
CEC #88-2018.4 (5LEGL932.147)
Page Two
June 22, 1993

7. Thence along the same, South 11 degrees 00 minutes 00 seconds West, a distance of 224.89 feet to a point of curvature;
8. Thence leaving the southeasterly right-of-way line of Devonshire Road, along the arc of a curve to the left in a southwesterly to southeasterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point on the northeasterly right-of-way line of Saint George's Road (50.00 feet wide);
9. Thence along the northeasterly right-of-way line of Saint George's Road, North 79 degrees 00 minutes 00 seconds West, a distance of 80.00 feet to a point;
10. Thence leaving the northeasterly right-of-way line of Saint George's Road, along the arc of a curve to the left in a southeasterly to northeasterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point on the northwesterly right-of-way line of Devonshire Road;
11. Thence along the northwesterly right-of-way line of Devonshire Road, North 11 degrees 00 minutes 00 seconds East, a distance of 224.89 feet to a point of curvature;
12. Thence along the same, along the arc of a curve to the left in a northeasterly to northwesterly direction, having a radius of 175.00 feet, an arc distance of 179.57 feet to a point;
13. Thence along the same, North 47 degrees 47 minutes 30 seconds West, a distance of 248.71 feet to a point of curvature;
14. Thence along the same, along the arc of a curve to the left in a northwesterly direction, having a radius of 475.00 feet, an arc distance of 208.90 feet to a point;
15. Thence along the same, North 72 degrees 59 minutes 20 seconds West, a distance of 67.69 feet to a point of curvature;
16. Thence leaving the southwesterly right-of-way line of Devonshire Road, along the arc of a curve to the left in a northwesterly to southwesterly direction, having a radius of 15.00 feet, an arc distance of 22.02 feet to the first mentioned point and place of BEGINNING.

Containing 1.1457 acres of land, more or less.



Thomas A. Watkins



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700
FAX: (215) 343-0875
Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100
FAX: (215) 489-2674
901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

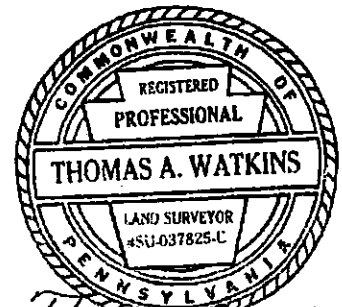
DESCRIPTION OF EXISTING DRESHERTOWN ROAD RIGHT-OF-WAY DAWESFIELD PHASE 1 UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being existing Dreshertown Road right-of-way, Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on the northwesterly ultimate right-of-way line of Dreshertown Road (40.00 feet from physical centerline), said point being on line of lands now or late of William L. Paxson and located South 47 degrees 24 minutes 30 seconds East, a distance of 403.00 feet along lands of said Paxson from a point, the northerly corner of lands of Paxson and a common corner of Lot 18 of Dawesfield Phase 1:

1. Thence along the northwesterly ultimate right-of-way line of existing Dreshertown Road, North 42 degrees 16 minutes 40 seconds East, a distance of 773.49 feet to a point on line of lands now or late of Zieger and Sons, Inc.;
2. Thence leaving the northwesterly ultimate right-of-way line of existing Dreshertown Road and along lands of said Zieger and Sons, Inc., South 47 degrees 47 minutes 30 seconds East, a distance of 40.00 feet to a point on the title line in or near the centerline of existing Dreshertown Road;
3. Thence along the title line in the bed of Dreshertown Road, South 42 degrees 30 minutes 00 seconds West, a distance of 773.75 feet to a point on line of lands of the aforementioned Paxson;
4. Thence along lands of said Paxson, North 47 degrees 24 minutes 30 seconds West, a distance of 37.00 feet to the first mentioned point and place of BEGINNING.

Containing 0.6838 acres of land, more or less.



Thomas A. Watkins



EXHIBIT B



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF
HARRINGTON ROAD RIGHT-OF-WAY
DAWESFIELD PHASE 1
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Harrington Road right-of-way, Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on line of lands now or late of Zieger and Sons, Inc., said point being a common corner of the northwesterly right-of-way line of the terminal portion of Harrington Road and located South 47 degrees 45 minutes 00 seconds East, a distance of 122.10 feet along lands of said Zieger and Sons, Inc. from a point, a common corner of Lot 4 and Lot 5:

1. Thence leaving the northwesterly right-of-way line of Harrington Road, crossing the terminal portion of said Harrington Road and along lands of said Zieger and Sons, Inc., South 47 degrees 45 minutes 00 seconds East, a distance of 50.00 feet to a point on the southeasterly right-of-way line of Harrington Road;
2. Thence leaving lands of said Zieger and Sons, Inc. and along the southeasterly right-of-way line of said Harrington Road, South 42 degrees 12 minutes 30 seconds West, a distance of 208.80 feet to a point of curvature;
3. Thence leaving the southeasterly right-of-way line of Harrington Road, along the arc of a curve to the left in a southwesterly to southeasterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point on the northeasterly right-of-way line of Devonshire Road (50.00 feet wide);
4. Thence along said northeasterly right-of-way line of Devonshire Road, North 47 degrees 47 minutes 30 seconds West, a distance of 80.00 feet to a point;
5. Thence leaving the northeasterly right-of-way line of said Devonshire Road, along the arc of a curve to the left in a southeasterly to northeasterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point on the northwesterly right-of-way line of Harrington Road;

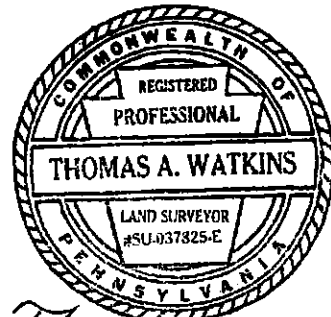


EXHIBIT C

Description of Harrington Road Right-of-Way
Dawesfield Phase 1
CEC #88-2018.4 (5LEGL932.146)
Page Two
June 22, 1993

6. Thence along said northwesterly right-of-way line of Harrington Road, North 42 degrees 12 minutes 30 seconds East, a distance of 208.83 feet to the first mentioned point and place of BEGINNING.

Containing 0.2591 acres of land, more or less.



Thomas A. Watkins



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700
FAX: (215) 343-0875
Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100
FAX: (215) 489-2674
901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF JARRETTOWN ROAD RIGHT-OF-WAY DAWESFIELD PHASE 1 UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Jarrettown Road right-of-way (50.00 feet wide), Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on the southeasterly ultimate right-of-way line of Jarrettown Road (25.00 feet from the proposed centerline), said point being on line of lands now or late of Zieger and Sons, Inc.:

1. Thence leaving lands of said Zieger and Sons, Inc. and along the southeasterly ultimate right-of-way line of Jarrettown Road, South 60 degrees 08 minutes 14 seconds West, a distance of 17.25 feet to a point of curvature;
2. Thence continuing along the southeasterly ultimate right-of-way line of Jarrettown Road and crossing the bed of Tuckerstown Road (50.00 feet wide) along the arc of a curve to the right in a southwesterly direction, having a radius of 725.00 feet, an arc distance of 134.40 feet to a point on line of lands now or late of the Township of Upper Dublin;
3. Thence leaving the southeasterly ultimate right-of-way line of Jarrettown Road, crossing the southeasterly side of said Jarrettown Road and along lands of the Township of Upper Dublin, North 41 degrees 56 minutes 37 seconds East, a distance of 60.09 feet to a point on the title line in the bed of said Jarrettown Road;
4. Thence along the title line in the bed of said Jarrettown Road, North 58 degrees 14 minutes 00 seconds East, a distance of 82.88 feet to a point;
5. Thence leaving the title line in the bed of said Jarrettown Road, crossing the southerly side of said Jarrettown Road and along lands of said Zieger and Sons, Inc., South 47 degrees 45 minutes 00 seconds East, a distance of 35.66 feet to the first mentioned point and place of BEGINNING.

Containing 0.0821 acres of land, more or less.

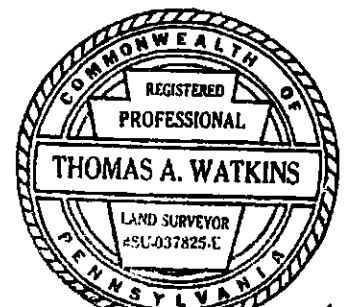


EXHIBIT D

Thomas A. Watkins



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700
FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100
FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF SAINT GEORGE'S ROAD RIGHT-OF-WAY DAWESFIELD PHASE 1 UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Saint George's Road right-of-way (50.00 feet wide), Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on the southeasterly right-of-way line of Tuckerstown Road (50.00 feet wide), said point being located North 39 degrees 00 minutes 00 seconds East, a distance of 122.35 feet along said southeasterly right-of-way line of Tuckerstown Road from a point, a common corner of Phase 2A of Dawesfield:

1. Thence along the southeasterly right-of-way line of Tuckerstown Road and crossing the mouth of Saint George's Road, North 39 degrees 00 minutes 00 seconds East, a distance of 80.13 feet to a point;
2. Thence leaving the southeasterly right-of-way line of Tuckerstown Road, along the arc of a curve to the left in a southwesterly to southeasterly direction, having a radius of 15.00 feet, an arc distance of 22.72 feet to a point on the northeasterly right-of-way line of Saint George's Road;
3. Thence along said northeasterly right-of-way line of Saint George's Road, South 47 degrees 47 minutes 30 seconds East, a distance of 508.75 feet to a point of curvature;
4. Thence along the same, along the arc of a curve to the left in a southeasterly direction, having a radius of 325.00 feet, an arc distance of 177.02 feet to a point;
5. Thence along the same, crossing the mouth of Devonshire Road (50.00 feet wide) and crossing the relocated right-of-way of Dreshertown Road (80.00 feet wide), South 79 degrees 00 minutes 00 seconds East, a distance of 500.12 feet to a point of curvature;
6. Thence continuing along the northeasterly right-of-way line of Saint George's Road, along the arc of a curve to the left in a southeasterly to northeasterly direction, having a radius of 225.00 feet, an arc distance of 229.73 feet to a point;

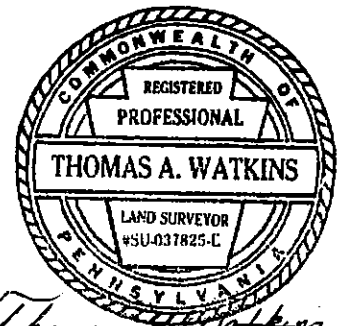


EXHIBIT E

Description of Saint George's Road Right-of-Way
Dawesfield Phase 1
CEC #88-2018.4 (5LEGL932.150)
Page Two
June 22, 1993

7. Thence along the same, North 42 degrees 30 minutes 00 seconds East, a distance of 34.92 feet to a point of curvature;
8. Thence along the same, along the arc of a curve to the left in a northeasterly to northwesterly direction, having a radius of 20.00 feet, an arc distance of 25.62 feet to a point of reverse curvature;
9. Thence along the cul-de-sac portion of Saint George's Road, along the arc of a curve to the right, having a radius of 50.00 feet, an arc distance of 221.13 feet to a point on the title line in the bed of existing Dreshertown Road;
10. Thence along said title line in the bed of existing Dreshertown Road, South 42 degrees 30 minutes 00 seconds West, a distance of 102.00 feet to a point of curvature;
11. Thence along the southerly right-of-way line of Saint George's Road, along the arc of a curve to the right in a southwesterly to northwesterly direction, having a radius of 275.00 feet, an arc distance of 280.78 feet to a point;
12. Thence continuing along the southerly right-of-way line of Saint George's Road and crossing the relocated right-of-way of Dreshertown Road, North 79 degrees 00 minutes 00 seconds West, a distance of 500.12 feet to a point of curvature;
13. Thence along the same, along the arc of a curve to the right in a northwesterly direction, having a radius of 375.00 feet, an arc distance of 204.25 feet to a point;
14. Thence along the same and crossing the mouth of Sommerset Street (50.00 feet wide), North 47 degrees 47 minutes 30 seconds West, a distance of 504.27 feet to a point of curvature;
15. Thence leaving the southerly right-of-way line of Saint George's Road, along the arc of a curve to the left in a northwesterly to southwesterly direction, having a radius of 15.00 feet, an arc distance of 24.40 feet to the first mentioned point and place of BEGINNING.

Containing 1.9403 acres of land, more or less. Together with a 20-foot wide temporary construction easement parallel with and adjacent to the northerly side of a portion of course 5, course 6, course 7, course 8 and a portion of course 9 as said courses pass through Lots 14, 13 and 12 and parallel with and adjacent to the southerly side of a portion of course 11 and a portion of course 12 as they pass through Lot 15, as shown on the aforementioned plan.



Thomas A. Watkins



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700
FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100
FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF SOMMERSET STREET RIGHT-OF-WAY DAWESFIELD PHASE 1 UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Sommerset Street right-of-way, Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on the northwesterly right-of-way line of Sommerset Street, said point being a common corner of Phase 2A:

1. Thence along said northwesterly right-of-way line of Sommerset Street, North 42 degrees 12 minutes 30 seconds East, a distance of 123.00 feet to a point of curvature;
2. Thence leaving the northwesterly right-of-way line of said Sommerset Street, along the arc of a curve to the left in a northeasterly to northwesterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point on the southwesterly right-of-way line of Saint George's Road (50.00 feet wide);
3. Thence along said southwesterly right-of-way line of Saint George's Road and crossing the mouth of Sommerset Street, South 47 degrees 47 minutes 30 seconds East, a distance of 80.00 feet to a point;
4. Thence leaving the southwesterly right-of-way line of Saint George's Road, along the arc of a curve to the left in a northwesterly to southwesterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point on the southeasterly right-of-way line of Sommerset Street;
5. Thence along said southeasterly right-of-way line of Sommerset Street, South 42 degrees 12 minutes 30 seconds West, a distance of 140.80 feet to a point, a common corner of Phase 2A;
6. Thence leaving the southeasterly right-of-way line of Sommerset Street, crossing the bed of said Sommerset Street and along the common line between Phase 1 and Phase 2A of Dawesfield, North 28 degrees 11 minutes 55 seconds West (incorrectly shown on the aforementioned plan as North 28 degrees 11 minutes 55 seconds East), a distance of 53.07 feet to the first mentioned point and place of BEGINNING.

Containing 0.1708 acres of land, more or less.

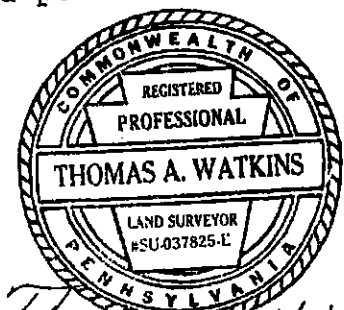


EXHIBIT F *Thomas A. Watkins*



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700
FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100
FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF TUCKERSTOWN ROAD RIGHT-OF-WAY DAWESFIELD PHASE 1 UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Tuckerstown Road right-of-way (50.00 feet wide), Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on the northwesterly right-of-way line of Tuckerstown Road, said point being a common corner of Lot 55 and Phase 2A of Dawesfield:

1. Thence along the northwesterly right-of-way line of Tuckerstown Road, North 39 degrees 00 minutes 00 seconds East, a distance of 362.22 feet to a point of curvature;
2. Thence along the same, along the arc of a curve to the left in a northeasterly direction, having a radius of 325.00 feet, an arc distance of 192.62 feet to a point of compound curvature;
3. Thence along the same, along the arc of a curve to the left in a northeasterly to northwesterly direction, having a radius of 448.31 feet, an arc distance of 234.33 feet to a point;
4. Thence along the same, North 24 degrees 54 minutes 32 seconds West, a distance of 120.83 feet to a point of curvature;
5. Thence leaving said right-of-way line of Tuckerstown Road, along the arc of a curve to the left in a northwesterly to southwesterly direction, having a radius of 20.00 feet, an arc distance of 30.21 feet to a point on the southeasterly ultimate right-of-way line of Jarrettown Road (25.00 feet from proposed centerline);
6. Thence along southeasterly ultimate right-of-way line of Jarrettown Road, along the arc of a curve to the left in a northeasterly direction, having a radius of 725.00 feet, an arc distance of 87.64 feet to a point;
7. Thence leaving the southeasterly right-of-way line of Jarrettown Road, along the arc of a curve to the left in a southwesterly to southeasterly direction, having a radius of 20.00 feet, an arc distance of 30.21 feet to a point on the southeasterly right-of-way line of Tuckerstown Road;

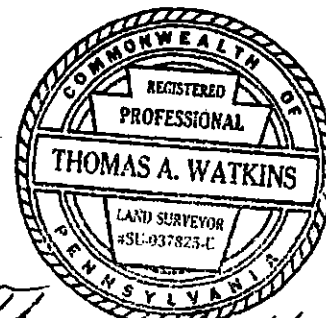


EXHIBIT G

Description of Tuckerstown Road
Right-of-Way Davesfield Phase 1
CEC #88-2018.4 (5LEGL932.142)
Page Two
June 22, 1993

8. Thence along said southeasterly right-of-way line of Tuckerstown Road, South 24 degrees 54 minutes 32 seconds East, a distance of 120.83 feet to a point of curvature;
9. Thence along the same, along the arc of a curve to the right in a southeasterly to southwesterly direction, having a radius of 498.31 feet, an arc distance of 260.47 feet to a point of compound curvature;
10. Thence along the same and crossing the bed of Devonshire Road (50.00 feet wide), along the arc of a curve to the right in a southwesterly direction, having a radius of 375.00 feet, an arc distance of 222.26 feet to a point;
11. Thence along the same and crossing the bed of Saint George's Road (50.00 feet wide), South 39 degrees 00 minutes 00 seconds West, a distance of 373.02 feet to a point, a common corner of Phase 2A of Davesfield;
12. Thence leaving the southeasterly right-of-way line of Tuckerstown Road, crossing the bed of said Tuckerstown Road and along Phase 2A of Davesfield, North 38 degrees 48 minutes 17 seconds West, a distance of 51.16 feet to the first mentioned point and place of BEGINNING.

Containing 1.1078 acres of land, more or less.



Thomas A. Watkins



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700
FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100
FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF
RELOCATED DRESHERTOWN ROAD
NORTH OF SAINT GEORGE'S ROAD
DAWESFIELD PHASE 1
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being relocated Dreshertown Road north of Saint George's Road, Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on the northwesterly proposed right-of-way line of relocated Dreshertown Road (80.00 feet wide), said point being on line of lands now or late of Zieger and Sons, Inc. and being located South 47 degrees 47 minutes 30 seconds East, a distance of 206.53 feet along lands of said Zieger and Sons, Inc. from a point, a common corner of Lot 6 and Lot 7:

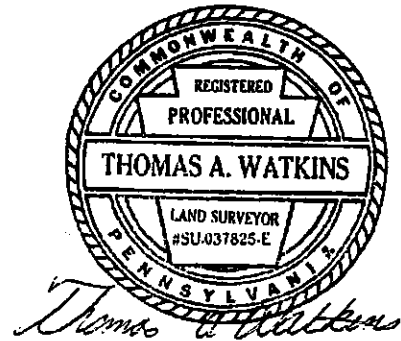
1. Thence leaving the northwesterly proposed right-of-way line of relocated Dreshertown Road, crossing the bed of proposed relocated Dreshertown Road and along lands of Zieger and Sons, Inc., South 47 degrees 47 minutes 30 seconds East, a distance of 83.10 feet to a point on the southeasterly proposed right-of-way line of relocated Dreshertown Road;
2. Thence leaving lands of said Zieger and Sons, Inc. and along the southeasterly proposed right-of-way line of relocated Dreshertown Road, along the arc of a curve to the left in a southwesterly direction, having a radius of 685.00 feet, an arc distance of 191.12 feet to a point;
3. Thence along the same, South 09 degrees 35 minutes 44 seconds West, a distance of 260.44 feet to a point of curvature;
4. Thence leaving the southeasterly proposed right-of-way line of relocated Dreshertown Road, along the arc of a curve to the left in a southwesterly to southeasterly direction, having a radius of 20.00 feet, an arc distance of 30.93 feet to a point on the northerly right-of-way line of Saint George's Road (50.00 feet wide);
5. Thence along the northerly right-of-way line of Saint George's Road and crossing the bed of proposed relocated Dreshertown Road, North 79 degrees 00 minutes 00 seconds West, a distance of 120.04 feet to a point;



Description of Relocated Dreshertown Road
North of Saint George's Road
Dawesfield Phase 1
CEC #88-2018.4 (5LEGL932.157)
Page Two
June 22, 1993

6. Thence leaving the northerly right-of-way line of Saint George's Road, along the arc of a curve to the left in a southeasterly to northeasterly direction, having a radius of 20.00 feet, an arc distance of 31.91 feet to a point on the northwesterly proposed right-of-way line of relocated Dreshertown Road;
7. Thence along the northwesterly proposed right-of-way line of relocated Dreshertown Road, North 09 degrees 35 minutes 44 seconds East, a distance of 257.50 feet to a point of curvature;
8. Thence along the same, along the arc of a curve to the right in a northeasterly direction, having a radius of 765.00 feet, an arc distance of 237.23 feet to the first mentioned point and place of BEGINNING.

Containing 0.9097 acres of land, more or less. Together with a 20 foot wide temporary construction easement parallel with and adjacent to the northwesterly and southeasterly proposed right-of-way line of relocated Dreshertown Road, said temporary construction easements passing through Lots 8, 9, 10, 11 and 14, as shown on the aforementioned plan.





CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF
RELOCATED DRESHERTOWN ROAD RIGHT-OF-WAY
SOUTH OF SAINT GEORGE'S ROAD
DAWESFIELD PHASE 1
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being relocated Dreshertown Road right-of-way south of Saint George's Road, Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point of the westerly proposed right-of-way line of relocated Dreshertown Road (80.00 feet wide), said point being on line of lands now or late of William L. Paxson and located South 47 degrees 24 minutes 30 seconds East, a distance of 143.03 feet along lands of said Paxson from a point, a common corner of Lot 16 and Lot 17:

1. Thence leaving lands of said Paxson and along the westerly proposed right-of-way line of relocated Dreshertown Road, along the arc of a curve to the left in a northeasterly direction, having a radius of 685.00 feet, an arc distance of 2.98 feet to a point;
2. Thence along the same, North 09 degrees 35 minutes 44 seconds East, a distance of 310.48 feet to a point of curvature;
3. Thence leaving the westerly proposed right-of-way line of relocated Dreshertown Road, along the arc of a curve to the left in a northeasterly to northwesterly direction, having a radius of 20.00 feet, an arc distance of 30.93 feet to a point on the southerly right-of-way line of Saint George's Road (50.00 feet wide);
4. Thence along the southerly right-of-way line of said Saint George's Road and crossing the right-of-way of relocated Dreshertown Road, South 79 degrees 00 minutes 00 seconds East, a distance of 120.04 feet to a point;
5. Thence leaving the southerly right-of-way line of Saint George's Road, along the arc of a curve to the left in a northwesterly to southwesterly direction, having a radius of 20.00 feet, an arc distance of 31.91 feet to a point on the easterly proposed right-of-way line of relocated Dreshertown Road;



EXHIBIT I

Description of Relocated Dreshertown Road
Right-of-Way South of Saint George's Road
Dawesfield Phase 1

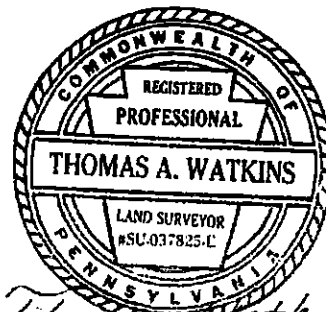
CEC #88-2018.4 (5LEGL932.155)

Page Two

June 22, 1993

6. Thence along said easterly proposed right-of-way line of relocated Dreshertown Road and passing into the proposed ultimate right-of-way line of existing Dreshertown Road (40.00 feet from physical centerline), South 09 degrees 35 minutes 44 seconds West, a distance of 307.53 feet to a point of curvature;
7. Thence continuing along the easterly proposed right-of-way line of relocated Dreshertown Road and continuing through the ultimate and existing right-of-way lines of existing Dreshertown Road, along the arc of a curve to the right in a southwesterly direction, having a radius of 765.00 feet, an arc distance of 53.75 feet to a point on line of lands now or late of the aforementioned Paxson;
8. Thence leaving the easterly side of the proposed right-of-way line of relocated Dreshertown Road, crossing the bed of the proposed relocated Dreshertown Road and along lands of said Paxson, North 47 degrees 24 minutes 30 seconds West, a distance of 93.14 feet to the first mentioned point and place of BEGINNING.

Containing 0.6606 acres of land, more or less. Together with a 20 foot wide temporary construction easement parallel with and adjacent to the northwesterly and southeasterly proposed right-of-way line of relocated Dreshertown Road, said temporary construction easements passing through Lot 15 and Lot 16, as shown on the aforementioned plan.



Thomas A. Watkins



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF
TEMPORARY EASEMENT FOR
SAINT GEORGE'S ROAD RIGHT-OF-WAY
DAWESFIELD PHASE 1
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a temporary easement for Saint George's Road right-of-way, Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on the northwesterly ultimate right-of-way line of existing Dreshertown Road (40.00 feet from physical centerline), said point being located North 42 degrees 16 minutes 40 seconds East, a distance of 326.14 feet along said northwesterly ultimate right-of-way line of existing Dreshertown Road from a point on the southeasterly proposed right-of-way line of relocated Dreshertown Road (80.00 feet wide):

1. Thence leaving the northwesterly ultimate right-of-way line of existing Dreshertown Road and passing into Lot 15 of Dawesfield Phase 1, along the arc of a curve to the left in a northeasterly to northwesterly direction, having a radius of 20.00 feet, an arc distance of 33.74 feet to a point of compound curvature;
2. Thence through the same, along the arc of a curve to the left in a northwesterly direction, having a radius of 175.00 feet, an arc distance of 75.18 feet to a point on the southerly right-of-way line of Saint George's Road (50.00 feet wide);
3. Thence along the southerly right-of-way line of said Saint George's Road, along the arc of a curve to the left in a southeasterly to northeasterly direction, having a radius of 275.00 feet, an arc distance of 113.74 feet to a point;
4. Thence leaving the southerly right-of-way line of Saint George's Road and passing through Lot 15, along the arc of a curve to the left in a southeasterly to northeasterly direction, having a radius of 20.00 feet, an arc distance of 21.46 feet to a point on the northwesterly ultimate right-of-way line of existing Dreshertown Road;

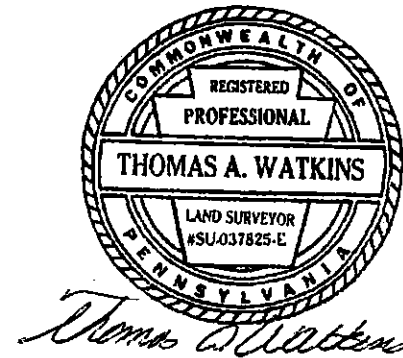


EXHIBIT J

Description of Temporary Easement for
Saint George's Road Right-of-Way
Dawesfield Phase 1
CEC #88-2018.4 (5LEGL932.159)
Page Two
June 22, 1993

5. Thence along said northwesterly ultimate right-of-way line of existing Dreshertown Road, South 42 degrees 16 minutes 40 seconds West, a distance of 90.39 feet to the first mentioned point and place of BEGINNING.

Containing 0.0479 acres of land, more or less.





CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700
FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100
FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

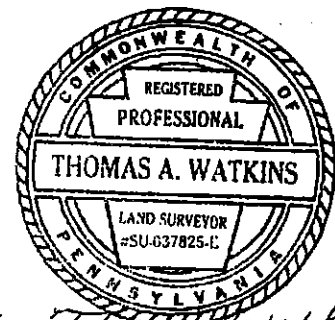
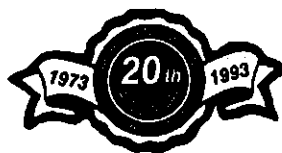
DESCRIPTION OF STORM SEWER EASEMENT THROUGH LOT 2 DAWESFIELD PHASE 1 UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a storm sewer easement through Lot 2, Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on line of lands now or late of Zieger and Sons, Inc. said point being located North 47 degrees 45 minutes 00 seconds West, a distance of 242.26 feet along lands of said Zieger and Sons, Inc. from a point, a common corner of Lot 2 and Lot 3:

1. Thence leaving lands of said Zieger and Sons, Inc. and passing into Lot 2, South 42 degrees 15 minutes 00 seconds West, a distance of 45.68 feet to a point;
2. Thence through the same, South 84 degrees 15 minutes 07 seconds West, a distance of 45.30 feet to a point;
3. Thence through the same, North 47 degrees 45 minutes 00 seconds West, a distance of 81.42 feet to a point on the easterly right-of-way line of Tuckerstown Road (50.00 feet wide);
4. Thence along the easterly right-of-way line of said Tuckerstown Road, North 24 degrees 54 minutes 32 seconds West, a distance of 51.52 feet to a point of curvature;
5. Thence leaving the easterly right-of-way line of Tuckerstown Road and passing into Lot 2, South 47 degrees 45 minutes 00 seconds East, a distance of 120.00 feet to a point;
6. Thence through the same, North 84 degrees 15 minutes 07 seconds East, a distance of 28.72 feet to a point;
7. Thence through the same, North 42 degrees 15 minutes 00 seconds East, a distance of 38.00 feet to a point on line of lands now or late of Zieger and Sons, Inc.;
8. Thence along lands of said Zieger and Sons, Inc., South 47 degrees 45 minutes 00 seconds East, a distance of 20.00 feet to the first mentioned point and place of BEGINNING.

Containing 0.0824 acres of land, more or less.



EXHIBIT

K *Thomas A. Watkins*



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700
FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100
FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

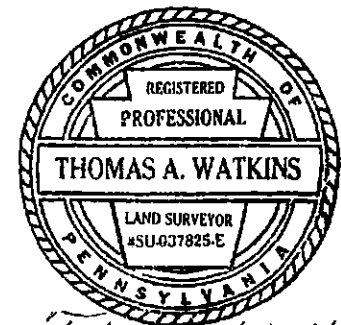
DESCRIPTION OF
STORM SEWER EASEMENT NO. 7
THROUGH LOTS 18 THROUGH 20
OF DAWESFIELD PHASE 1
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being storm sewer easement No. 7 through Lots 18 through 20 of Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on the southeasterly right-of-way line of Somerset Street (50.00 feet wide), said point being a common corner of Lot 20 (Phase 1) and Lot 21 (Phase 2A):

1. Thence along the southeasterly right-of-way line of Somerset Street, North 42 degrees 12 minutes 30 seconds East, a distance of 20.00 feet to a point;
2. Thence leaving the southeasterly right-of-way line of Somerset Street, passing through Lot 20, through Lot 19 and into Lot 18, South 47 degrees 47 minutes 30 seconds East, a distance of 344.62 feet to a point;
3. Thence continuing through said Lot 18, South 42 degrees 12 minutes 30 seconds West, a distance of 20.00 feet to a point on line of Lot 22 (Phase 2A of Dawesfield);
4. Thence along said Lot 22 and along Lot 21, North 47 degrees 47 minutes 30 seconds West, a distance of 344.62 feet to the first mentioned point and place of BEGINNING.

Containing 0.1582 acres of land, more or less.



Thomas A. Watkins

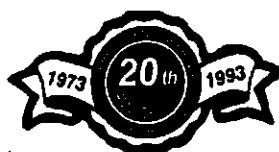


EXHIBIT L



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700
FAX: (215) 343-0875
Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100
FAX: (215) 489-2674
901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

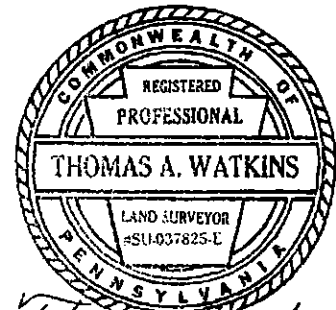
DESCRIPTION OF STORM SEWER EASEMENT THROUGH LOT 58 AND LOT 59 DAWESFIELD PHASE 1 UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a storm sewer easement through Lot 58 and Lot 59, Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point of compound curvature on the westerly right-of-way line of Tuckerstown Road (50.00 feet wide), said point being a common corner of Lot 58 and Lot 59:

1. Thence along the westerly right-of-way line of Tuckerstown Road, along the arc of a curve to the right in a southerly direction, having a radius of 325.00 feet, an arc distance of 10.01 feet to a point;
2. Thence leaving the westerly right-of-way line of Tuckerstown Road and passing through Lot 58, North 82 degrees 04 minutes 18 seconds West, a distance of 407.74 feet to a point on line of lands now or late of the Township of Upper Dublin;
3. Thence along lands of said Township of Upper Dublin, North 41 degrees 56 minutes 37 seconds East, a distance of 24.13 feet to a point;
4. Thence leaving lands of said Township of Upper Dublin and passing through Lot 59, South 82 degrees 04 minutes 18 seconds East, a distance of 393.28 feet to a point on the westerly right-of-way line of Tuckerstown Road;
5. Thence along said westerly right-of-way line of Tuckerstown Road, along the arc of a curve to the right in a southerly direction, having a radius of 448.31 feet, an arc distance of 10.02 feet to the first mentioned point and place of BEGINNING.

Containing 0.1839 acres of land, more or less.



Thomas A. Watkins



EXHIBIT M



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

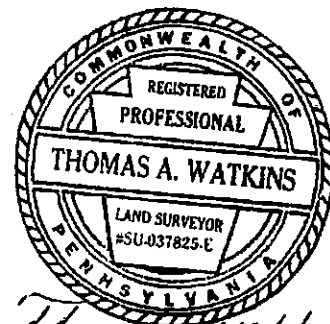
DESCRIPTION OF
STORM SEWER EASEMENT THROUGH LOT 60
DAWESFIELD PHASE 1
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a storm sewer easement through Lot 60, Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on line of lands now or late of the Township of Upper Dublin, said point being located North 41 degrees 56 minutes 37 seconds East, a distance of 75.91 feet along lands of said Township of Upper Dublin from a point, a common corner of Lot 59 and Lot 60:

1. Thence along lands of said Township of Upper Dublin, North 41 degrees 56 minutes 37 seconds East, a distance of 130.00 feet to a point;
2. Thence leaving lands of said Township of Upper Dublin and passing through Lot 60, North 65 degrees 05 minutes 28 seconds East, a distance of 72.43 feet to a point on the southwesterly right-of-way line of Tuckerstown Road (50.00 feet wide);
3. Thence along said southwesterly right-of-way line of Tuckerstown Road, along the arc of a curve to the right in a southeasterly direction having a radius of 20.00 feet, an arc distance of 10.47 feet to a point;
4. Thence along the same, South 24 degrees 54 minutes 32 seconds East, a distance of 10.00 feet to a point;
5. Thence leaving the southwesterly right-of-way line of Tuckerstown Road and passing into Lot 60, South 65 degrees 05 minutes 28 seconds West, a distance of 71.02 feet to a point;
6. Thence through the same, South 41 degrees 56 minutes 37 seconds West, a distance of 125.91 feet to a point;
7. Thence through the same, North 48 degrees 03 minutes 23 seconds West, a distance of 20.00 feet to the first mentioned point and place of BEGINNING.

Containing 0.0921 acres of land, more or less.



Thomas A. Watkins



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF
STORM SEWER EASEMENT THROUGH LOTS 61, 62, 63, 68 AND 69
DAWESFIELD PHASE 1
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a storm sewer easement through Lots 61, 62, 63, 68 and 69 of Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on the northeasterly right-of-way line of Saint George's Road (50.00 feet wide), said point being a common corner of Lot 68 and Lot 69:

1. Thence along said northeasterly right-of-way line of Saint George's Road, North 47 degrees 47 minutes 30 seconds West, a distance of 10.00 feet to a point;
2. Thence leaving said northeasterly right-of-way line of Saint George's Road and passing through Lot 69, North 42 degrees 12 minutes 30 seconds East, a distance of 195.00 feet to a point on line of Lot 62;
3. Thence along the common property line between Lot 62 and Lot 69 and between Lot 61 and Lot 69, North 47 degrees 47 minutes 30 seconds West, a distance of 102.07 feet to a point;
4. Thence leaving said Lot 69 and passing into Lot 61, North 42 degrees 12 minutes 30 seconds East, a distance of 20.00 feet to a point;
5. Thence continuing through said Lot 61, passing through Lot 62 and into Lot 63, South 47 degrees 47 minutes 30 seconds East, a distance of 163.00 feet to a point;
6. Thence continuing through said Lot 63, South 42 degrees 12 minutes 30 seconds West, a distance of 20.00 feet to a point on line of Lot 68;
7. Thence along the common property line between Lot 63 and Lot 68 and between Lot 62 and Lot 68, North 47 degrees 47 minutes 30 seconds West, a distance of 40.93 feet to a point;
8. Thence leaving said Lot 62 and passing through Lot 68, South 42 degrees 12 minutes 30 seconds West, a distance of 195.00 feet to a point on the northeasterly right-of-way line of Saint George's Road;

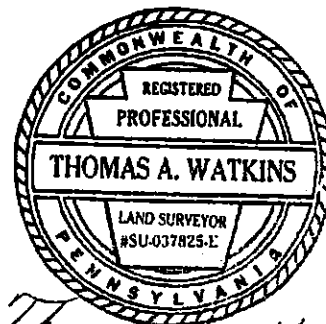


EXHIBIT O

Description of Storm Sewer Easement
Through Lots 61, 62, 63, 68 and 69
Dawesfield Phase 1
CEC #88-2018.4 (5LEGL932.151)
Page Two
June 22, 1993

9. Thence along said northeasterly right-of-way line of Saint George's Road, North 47 degrees 47 minutes 30 seconds West, a distance of 10.00 feet to the first mentioned point and place of BEGINNING.

Containing 0.1644 acres of land, more or less.



Thomas A. Watkins



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

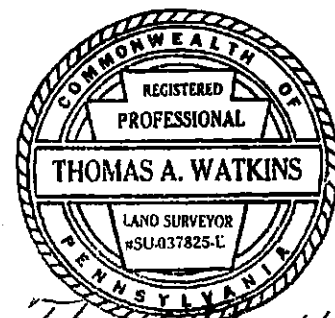
DESCRIPTION OF STORM SEWER EASEMENT THROUGH LOTS 63, 64, 66 AND 67 DAWESFIELD PHASE 1 UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a storm sewer easement through Lots 63, 64, 66 and 67, Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on the northeasterly right-of-way line of Saint George's Road (50.00 feet wide), said point being a common corner of Lots 66 and Lot 67:

1. Thence along the northeasterly right-of-way line of Saint George's Road, North 47 degrees 47 minutes 30 seconds West, a distance of 10.00 feet to a point;
2. Thence leaving the northeasterly right-of-way line of Saint George's Road and passing through Lot 67, North 42 degrees 12 minutes 30 seconds East, a distance of 195.00 feet to a point on line of Lot 64;
3. Thence along Lot 64, along Lot 63 and along Lot 67, North 47 degrees 47 minutes 30 seconds West, a distance of 57.07 feet to a point;
4. Thence leaving said Lot 67 and passing into Lot 63, North 42 degrees 12 minutes 30 seconds East, a distance of 20.00 feet to a point;
5. Thence continuing through Lot 63 and passing into Lot 64, South 47 degrees 47 minutes 30 seconds East, a distance of 77.07 feet to a point;
6. Thence continuing through Lot 64 and passing through Lot 66, South 42 degrees 12 minutes 30 seconds West, a distance of 215.00 feet to a point on the northeasterly right-of-way line of Saint George's Road;
7. Thence along said northeasterly right-of-way line of Saint George's Road, North 47 degrees 47 minutes 30 seconds West, a distance of 10.00 feet to the first mentioned point and place of BEGINNING.

Containing 0.1249 acres of land, more or less.



Thomas A. Watkins

EXHIBIT P



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

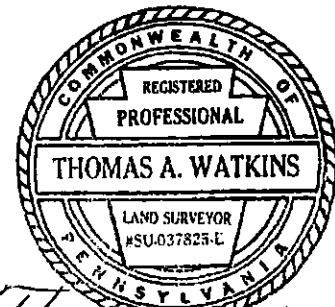
DESCRIPTION OF STORM SEWER EASEMENT THROUGH LOT 71 AND LOT 89 DAWESFIELD PHASE 1 UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a storm sewer easement through Lot 71 and Lot 89 of Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on the southwesterly right-of-way line of Saint George's Road (50.00 feet wide), said point being a common corner of Lot 71 and Lot 89:

1. Thence along the southwesterly right-of-way line of Saint George's Road, South 47 degrees 47 minutes 30 seconds East, a distance of 10.00 feet to a point;
2. Thence leaving the southwesterly right-of-way line of Saint George's Road and passing through Lot 89, South 42 degrees 12 minutes 30 seconds West, a distance of 138.00 feet to a point on line of Phase 2A;
3. Thence along said Phase 2A, North 47 degrees 47 minutes 30 seconds West, a distance of 20.00 feet to a point;
4. Thence leaving said Phase 2A and passing through Lot 71, North 42 degrees 12 minutes 30 seconds East, a distance of 138.00 feet to a point on the southwesterly right-of-way line of said Saint George's Road;
5. Thence along said southwesterly right-of-way line of Saint George's Road, South 47 degrees 47 minutes 30 seconds East, a distance of 10.00 feet to the first mentioned point and place of BEGINNING.

Containing 0.0634 acres of land, more or less.



Thomas A. Watkins





CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF SANITARY SEWER EASEMENT THROUGH LOTS 11, 12, 13 AND 14 DAWESFIELD PHASE 1 UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a sanitary sewer easement through Lots 11, 12, 13 and 14 of Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

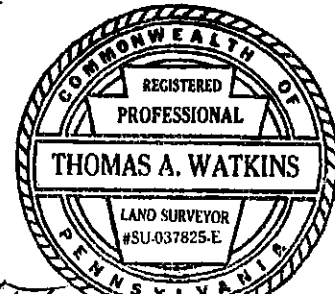
BEGINNING at a point of curvature on the northwesterly right-of-way line of Saint George's Road (50.00 feet wide), said point being a common corner of Lot 12 and Lot 13 of Dawesfield Phase 1:

1. Thence along the northwesterly right-of-way line of Saint George's Road, South 42 degrees 30 minutes 00 seconds West, a distance of 10.00 feet to a point;
2. Thence leaving the northwesterly right-of-way line of Saint George's Road, passing through Lot 13 and into Lot 11, North 47 degrees 30 minutes 00 seconds West, a distance of 244.52 feet to a point;
3. Thence continuing through said Lot 11 and passing into Lot 14, South 54 degrees 55 minutes 20 seconds West, a distance of 91.97 feet to a point;
4. Thence continuing through said Lot 14, North 35 degrees 04 minutes 40 seconds West, a distance of 20.00 feet to a point;
5. Thence continuing through said Lot 14 and into Lot 11, North 54 degrees 55 minutes 20 seconds East, a distance of 87.56 feet to a point;
6. Thence continuing through said Lot 11, North 42 degrees 12 minutes 30 seconds East, a distance of 20.00 feet to a point;
7. Thence continuing through said Lot 11 and passing through Lot 12, South 47 degrees 30 minutes 00 seconds East, a distance of 262.42 feet to a point on the northwesterly right-of-way line of Saint George's Road;
8. Thence along the northwesterly right-of-way line of said Saint George's Road, along the arc of a curve to the right in a southwesterly direction, having a radius of 20.00 feet, an arc distance of 10.47 feet to the first mentioned point and place of **BEGINNING**.

Containing 0.1627 acres of land, more or less.



EXHIBIT R





CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF
STORM SEWER AND SANITARY SEWER EASEMENT
THROUGH LOT 16, LOT 17 AND LOT 18
DAWESFIELD PHASE 1
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a storm sewer and sanitary sewer easement through Lot 16, Lot 17 and Lot 18 of Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on the southerly right-of-way line of Saint George's Road (50.00 feet wide), said point being a common corner of Lot 17 and Lot 18:

1. Thence along the southerly right-of-way line of Saint George's Road, South 79 degrees 00 minutes 00 seconds East, a distance of 10.00 feet to a point;
2. Thence leaving the southerly right-of-way line of Saint George's Road and passing into Lot 17, South 09 degrees 35 minutes 44 seconds West, a distance of 153.55 feet to a point;
3. Thence continuing through said Lot 17 and through Lot 16, South 47 degrees 24 minutes 30 seconds East, a distance of 274.15 feet to a point on the westerly proposed right-of-way line of relocated Dreshertown Road;
4. Thence along the westerly proposed right-of-way line of relocated Dreshertown Road (80.00 feet wide), South 09 degrees 35 minutes 44 seconds West, a distance of 32.79 feet to a point of curvature;
5. Thence along the same, along the arc of a curve to the right in a southwesterly direction, having a radius of 685.00 feet, an arc distance of 2.98 feet to a point on line of lands now or late of William L. Paxson;
6. Thence leaving the westerly proposed right-of-way line of relocated Dreshertown Road and along lands of said Paxson, North 47 degrees 24 minutes 30 seconds West, a distance of 339.82 feet to a point;
7. Thence leaving lands of said Paxson and passing into Lot 18, North 53 degrees 12 minutes 30 seconds East, a distance of 50.87 feet to a point;
8. Thence continuing through said Lot 18, North 09 degrees 35 minutes 44 seconds East, a distance of 117.21 feet to a point on the southerly right-of-way line of Saint George's Road;

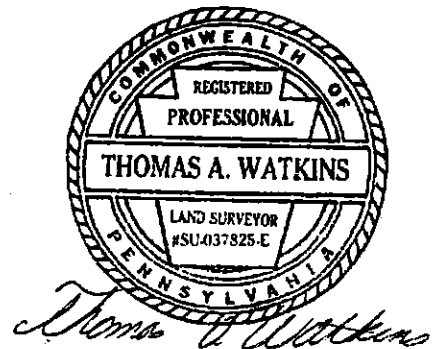


EXHIBIT S

Description of Storm Sewer and Sanitary Sewer Easement
Through Lot 16, Lot 17 and Lot 18
Dawesfield Phase 1
CEC #88-2018.4 (5LEGL932.156)
Page Two
June 22, 1993

9. Thence along the southerly right-of-way line of said Saint George's Road, South 79 degrees 00 minutes 00 seconds East, a distance of 10.00 feet to the first mentioned point and place of BEGINNING.

Containing 0.2968 acres of land, more or less.



RESOLUTION NO. 1515

RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR PUBLIC STREETS, DETENTION BASIN, STORM SEWER EASEMENT,
AND SANITARY SEWER EASEMENT AS SHOWN ON
APPROVED SUBDIVISION PLAN FOR
"DAWESFIELD PHASE IIA"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from RESOLUTION TRUST CORPORATION as receiver for Hill Financial Savings Association (Owner) and DAWESFIELD JOINT VENTURE (Developer) (hereinafter together "Grantor"), Deeds of Dedication for two public streets to be known as "Somerset Street Right-of-Way" and "Tuckerstown Road Right-of-Way" (hereinafter together "Streets"), more fully described in Exhibits "A" and "B" respectively, attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor two Deeds of Dedication for detention basin easements, (hereinafter "Detention Basin"), more fully described in Exhibits "C" and "D" respectively attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor six Deeds of Dedication for a storm sewer easement (hereinafter "Storm Sewer"), more fully described in Exhibits "E" through "J" attached hereto and known as follows:

Storm Sewer Easement No. 8	Exhibit "E"
Storm Sewer Easement No. 9	Exhibit "F"
Storm Sewer Easement No. 10	Exhibit "G"
Storm Sewer Easement No. 11	Exhibit "H"
20' Wide Drainage Easement Through Lot 49	Exhibit "I"
Storm Sewer Easement No. 14	Exhibit "J"

and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor two Deeds of Dedication for Sanitary Sewer Easement No. 7 through Lots 75 and 76 and for a 5' wide sanitary sewer easement (hereinafter "Sanitary Sewer"), more fully described in Exhibits "K" and "L" respectively attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Streets, Detention Basins, Storm Sewer and Sanitary Sewer which Subdivision Plan was prepared by Alon Engineering Associates, Inc., with Plan No. 5067, dated 6/16/91 with last revision date 10/24/91; and

WHEREAS, Grantor has heretofore improved the Streets, Detention Basins, Storm Sewer and Sanitary Sewer according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Streets, Detention Basins, Storm Sewer and Sanitary Sewer will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Streets, Detention Basins, Storm Sewer and Sanitary Sewer more fully described in Exhibits "A" through "K" attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this Subdivision Project;
- C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated November 8, 1991, covering the cost of the required improvements and professional fees; and
- D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution.

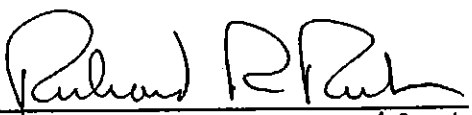
Said payments and documentation shall be to the satisfaction of the Township Solicitor.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. The public streets, as described in Exhibits "A" and "B" attached hereto, shall hereafter be designated on the official maps of streets in the Township as public streets.

RESOLVED, this 14th day of December, 1993.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

ATTEST:


Gregory N. Klemick, Secretary

g:\ud\dev\dawesifa.res



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

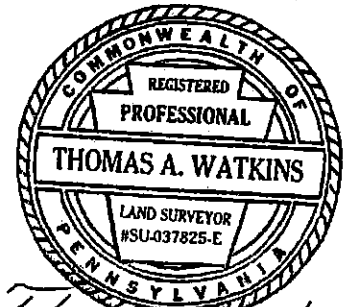
DESCRIPTION OF
SOMERSET STREET RIGHT-OF-WAY
DAWESFIELD PHASE 2A
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Somerset Street right-of-way (50.00 feet wide), bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Final Subdivision Plan (Phase 2A)," dated 6/18/91 and last revised 10/30/91.

BEGINNING at a point on the southeasterly right-of-way line of Somerset Street, said point being a common corner of Lot 20 (Phase 1 of Dawesfield) and Lot 21:

1. Thence along the southeasterly right-of-way line of Somerset Street, South 42 degrees 12 minutes 30 seconds West, a distance of 254.20 feet to a point, a common corner of Phase 2 of Dawesfield;
2. Thence leaving the southeasterly right-of-way line of Somerset Street, crossing the bed of said Somerset Street and along Phase 2 of Dawesfield, North 47 degrees 47 minutes 30 seconds West, a distance of 50.00 feet to a point on the northwesterly right-of-way line of Somerset Street;
3. Thence along the northwesterly right-of-way line of Somerset Street, North 42 degrees 12 minutes 30 seconds East, a distance of 272.00 feet to a point, a common corner of Phase 1;
4. Thence leaving the northwesterly right-of-way line of Somerset Street, crossing the bed of said Somerset Street and along said Phase 1, South 28 degrees 11 minutes 55 seconds East, a distance of 53.07 feet to the first mentioned point and place of BEGINNING.

Containing 0.3020 acres of land, more or less.



Thomas A. Watkins



EXHIBIT A



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF
TUCKERSTOWN ROAD RIGHT-OF-WAY
DAWESFIELD PHASE 2A
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Tuckerstown Road right-of-way (50.00 feet wide), bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Final Subdivision Plan (Phase 2A)," dated 6/18/91 and last revised 10/30/91.

BEGINNING at a point on the southeasterly right-of-way line of Tuckerstown Road, said point being a common corner of Lot 71 (Phase 1) and Lot 72:

1. Thence along the southeasterly right-of-way line of Tuckerstown Road, South 39 degrees 00 minutes 00 seconds West, a distance of 14.62 feet to a P.K. nail, said point being a point of curvature;
2. Thence along the same, along the arc of a curve to the right in a southwesterly direction, having a radius of 1,625.00 feet, an arc distance of 272.38 feet to a concrete monument;
3. Thence along the same, South 48 degrees 36 minutes 14 seconds West, a distance of 117.98 feet to a concrete monument, said point being a point of curvature;
4. Thence along the same, along the arc of a curve to the left in a southwesterly direction, having a radius of 1,575.00 feet, an arc distance of 186.02 feet to a drill hole;
5. Thence along the same, South 41 degrees 50 minutes 13 seconds West, a distance of 152.41 feet to a point, a common corner of Phase 2 of Dawesfield;
6. Thence leaving the southeasterly side of Tuckerstown Road, crossing the bed of said Tuckerstown Road and along Phase 2 of Dawesfield, North 48 degrees 09 minutes 47 seconds West, a distance of 50.00 feet to a point on the northwesterly side of said Tuckerstown Road;
7. Thence along the northwesterly side of said Tuckerstown Road, North 41 degrees 50 minutes 13 seconds East, a distance of 152.41 feet to a point of curvature;
8. Thence along the same, along the arc of a curve to the right in a northeasterly direction, having a radius of 1,625.00 feet, an arc distance of 191.92 feet to a point;

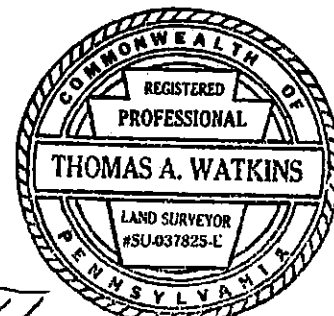


EXHIBIT B

Description of Tuckerstown Road Right-of-Way
Dawesfield Phase 2A
CEC #88-2018.4 (5LEGL932.128)
Page Two
June 22, 1993

9. Thence along the same, North 48 degrees 36 minutes 14 seconds East, a distance of 117.98 feet to a point of curvature;
10. Thence along the same, along the arc of a curve to the left in a northeasterly direction, having a radius of 1,575.00 feet, an arc distance of 264.00 feet to a point;
11. Thence along the same, North 39 degrees 00 minutes 00 seconds East, a distance of 25.43 feet to a point, a common corner of Phase 1 of Dawesfield;
12. Thence leaving the northwesterly right-of-way line of Tuckerstown Road, crossing the bed of said Tuckerstown Road and along Phase 1 of Dawesfield, South 38 degrees 48 minutes 17 seconds East, a distance of 51.16 feet to the first mentioned point and place of BEGINNING.

Containing 0.8581 acres of land, more or less.



Thomas A. Watkins



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

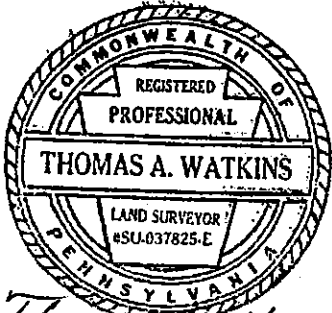
FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993



Thomas A. Watkins

DESCRIPTION OF EASEMENT FOR DETENTION BASIN NO. 1 DAWESFIELD PHASE 2A UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being an easement for detention basin No. 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Final Subdivision Plan (Phase 2A)," dated 6/18/91 and last revised 10/30/91.

BEGINNING at a point on line of Lot 23 (Dawesfield Phase 2A), said point being a common corner of lands now or late of William L. Paxson:

1. Thence leaving said Lot 23 and along lands of said Paxson, South 47 degrees 24 minutes 30 seconds East, a distance of 448.61 feet to a point on the northwesterly ultimate right-of-way line of Dreshertown Road (80.00 feet wide);
2. Thence along the northwesterly ultimate right-of-way line of said Dreshertown Road, along the arc of a curve to the right in a southwesterly direction, having a radius of 685.00 feet, an arc distance of 20.20 feet to a point;
3. Thence along the same, South 43 degrees 24 minutes 00 seconds West, a distance of 245.99 feet to a point;
4. Thence leaving the northwesterly ultimate right-of-way line of said Dreshertown Road and passing into lands of Phase 2 of Dawesfield, North 75 degrees 15 minutes 56 seconds West, a distance of 150.00 feet to a point;
5. Thence through the same, North 26 degrees 43 minutes 57 seconds West, a distance of 140.12 feet to a point;
6. Thence through the same, North 14 degrees 44 minutes 04 seconds East, a distance of 30.00 feet to a point;
7. Thence through the same, North 20 degrees 52 minutes 43 seconds West, a distance of 466.97 feet to a point;
8. Thence through the same, North 42 degrees 12 minutes 30 seconds East, a distance of 20.00 feet to a point on line of Lot 24 (Dawesfield Phase 2A);
9. Thence along said Lot 24 and along Lot 23, South 47 degrees 47 minutes 30 seconds East, a distance of 250.53 feet to a point;
10. Thence continuing along said Lot 23, North 42 degrees 35 minutes 30 seconds East, a distance of 30.01 feet to the first mentioned point and place of BEGINNING.

Containing 3.2728 acres of land, more or less.



EXHIBIT C



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF EASEMENT FOR DETENTION BASIN NO. 2 DAWESFIELD PHASE 2A UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being an easement for detention basin No. 2, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Final Subdivision Plan (Phase 2A)," dated 6/18/91 and last revised 10/30/91.

BEGINNING at a point on the southeasterly proposed right-of-way line of Tuckerstown Road (50.00 feet wide), said point being located as follows along said proposed right-of-way line of Tuckerstown Road from a point, a common corner of Lot 76:

1. Thence leaving said Lot 76 and along the southeasterly proposed right-of-way line of said Tuckerstown Road, South 41 degrees 50 minutes 13 seconds West, a distance of 200.41 feet to a point of curvature;
 2. Thence along the same, along the arc of a curve to the left in a southwesterly direction, having a radius of 275.00 feet, an arc distance of 111.34 feet to the point of beginning.
1. Thence leaving the southeasterly proposed right-of-way line of Tuckerstown Road and passing into Phase 2, South 61 degrees 42 minutes 10 seconds East, a distance of 139.86 feet to a point;
 2. Thence through the same, North 42 degrees 12 minutes 30 seconds East, a distance of 150.99 feet to a point;
 3. Thence through the same, South 48 degrees 09 minutes 47 seconds East, a distance of 55.00 feet to a point;
 4. Thence through the same, South 42 degrees 12 minutes 30 seconds West, a distance of 72.97 feet to a point;
 5. Thence through the same, South 03 degrees 55 minutes 58 seconds East, a distance of 286.47 feet to a point;
 6. Thence through the same, South 48 degrees 56 minutes 49 seconds West, a distance of 94.22 feet to a point on the northeasterly proposed right-of-way line of Tuckerstown Road (Phase 2 of Dawesfield);
 7. Thence along said northeasterly proposed right-of-way line of Tuckerstown Road, North 42 degrees 00 minutes 00 seconds West, a distance of 162.77 feet to a point of curvature;

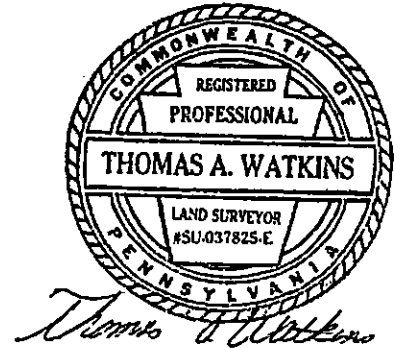


EXHIBIT D

Description of Easement for Detention
Basin No. 2
CEC #88-2018.4 (5LEGL932.139)
Page Two
June 21, 1993

8. Thence along the same, along the arc of a curve to the right in a northwesterly to northeasterly direction, having a radius of 275.00 feet, an arc distance of 291.05 feet to the first mentioned point and place of BEGINNING.

Containing 1.6024 acres of land, more or less.





CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

**DESCRIPTION OF
STORM SEWER EASEMENT NO. 8
THROUGH LOTS 21 THROUGH 24
DAWESFIELD PHASE 2A
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA**

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being storm sewer easement No. 8 through Lots 21 through 24, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Final Subdivision Plan (Phase 2A)," dated 6/18/91 and last revised 10/30/91.

BEGINNING at a point on line of Phase 1 of Dawesfield, said point being on line of Lot 21 and located South 47 degrees 47 minutes 30 seconds East, a distance of 207.00 feet along said Lot 21 and Phase 1 from a point on the southeasterly right-of-way line of Somerset Street (50.00 feet wide):

1. Thence continuing along Phase 1, South 47 degrees 47 minutes 30 seconds East, a distance of 20.00 feet to a point;
2. Thence leaving said Phase 1, passing through Lot 22 and into Lot 23, South 42 degrees 12 minutes 30 seconds West, a distance of 270.00 feet to a point;
3. Thence continuing through said Lot 23 and into Lot 24, North 47 degrees 47 minutes 30 seconds West, a distance of 20.00 feet to a point;
4. Thence continuing through said Lot 24, passing through Lot 23, through Lot 22 and through Lot 21, North 42 degrees 12 minutes 30 seconds East, a distance of 270.00 feet to the first mentioned point and place of **BEGINNING**.

Containing 0.1240 acres of land, more or less.

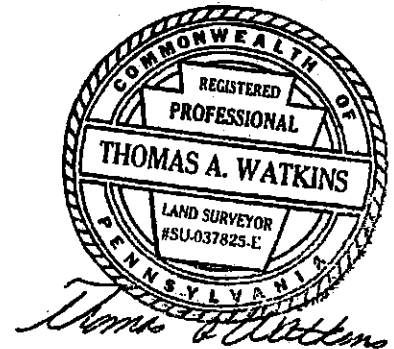


EXHIBIT E



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

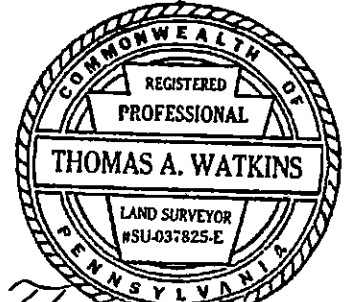
DESCRIPTION OF
15' WIDE STORM SEWER EASEMENT NO. 9
DAWESFIELD PHASE 2A
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a 15' wide storm sewer easement No. 9, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Final Subdivision Plan (Phase 2A)," dated 6/18/91 and last revised 10/30/91.

BEGINNING at a point on the southeasterly right-of-way line of Somerset Street (50.00 feet wide), said point being a common corner of Lot 24 and of Phase 2 of Dawesfield:

1. Thence along the southeasterly right-of-way line of Somerset Street, North 42 degrees 12 minutes 30 seconds East, a distance of 15.00 feet to a point, a common corner of a 5' wide sanitary sewer easement;
2. Thence leaving the southeasterly right-of-way line of Somerset Street, along the southwesterly side of the aforementioned 5' wide sanitary sewer easement, passing through Lot 24 and into Lot 23, South 47 degrees 47 minutes 30 seconds East, a distance of 367.39 feet to a point;
3. Thence continuing through said Lot 23, South 42 degrees 12 minutes 30 seconds West, a distance of 15.00 feet to a point on line of Phase 2;
4. Thence along said Phase 2, North 47 degrees 47 minutes 30 seconds West, a distance of 367.39 feet to the first mentioned point and place of BEGINNING.

Containing 0.1265 acres of land, more or less.



Thomas A. Watkins



EXHIBIT F



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700
FAX: (215) 343-0875
Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100
FAX: (215) 489-2674
901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

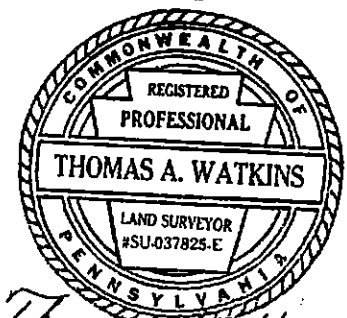
DESCRIPTION OF
STORM SEWER EASEMENT NO. 10
THROUGH LOT 21
DAWESFIELD PHASE 2A
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being storm sewer easement No. 10 through Lot 21, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Final Subdivision Plan (Phase 2A)," dated 6/18/91 and last revised 10/30/91.

BEGINNING at a point on the southeasterly right-of-way line of Somerset Street (50.00 feet wide), said point being a common corner of Lot 21 and Lot 22:

1. Thence along the southeasterly right-of-way line of Somerset Street, North 42 degrees 12 minutes 30 seconds East, a distance of 20.00 feet to a point;
2. Thence leaving the southeasterly right-of-way line of Somerset Street and passing into Lot 21, South 47 degrees 47 minutes 30 seconds East, a distance of 207.00 feet to a point on line of storm sewer easement No. 8;
3. Thence continuing through said Lot 21 and along the northwesterly side of storm sewer easement No. 8, South 42 degrees 12 minutes 30 seconds West, a distance of 20.00 feet to a point on line of Lot 22;
4. Thence along said Lot 22, North 47 degrees 47 minutes 30 seconds West, a distance of 207.00 feet to the first mentioned point and place of BEGINNING.

Containing 0.0950 acres of land, more or less.



Thomas A. Watkins



EXHIBIT G



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF STORM SEWER EASEMENT NO. 11 THROUGH LOT 22 DAWESFIELD PHASE 2A

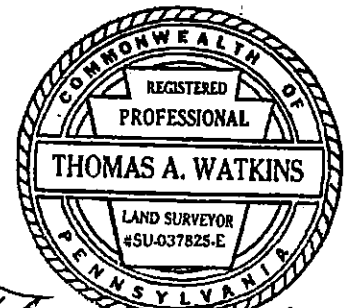
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being storm sewer easement No. 11 through Lot 22, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Final Subdivision Plan (Phase 2A)," dated 6/18/91 and last revised 10/30/91.

BEGINNING at a point on line of Lot 23, said point being on the southeasterly side of storm sewer easement No. 8 and located South 47 degrees 47 minutes 30 seconds East, a distance of 227.00 feet along said Lot 23 from a point on the southeasterly right-of-way line of Somerset Street (50.00 feet wide):

1. Thence leaving said Lot 23, along the southeasterly side of storm sewer easement No. 8 and passing into Lot 22, North 42 degrees 12 minutes 30 seconds East, a distance of 20.00 feet to a point;
2. Thence leaving the southeasterly side of storm sewer easement No. 8 and continuing through said Lot 22, South 47 degrees 47 minutes 30 seconds East, a distance of 141.35 feet to a point;
3. Thence continuing through said Lot 22, South 42 degrees 12 minutes 30 seconds West, a distance of 20.00 feet to a point on line of Lot 23;
4. Thence along said Lot 23, North 47 degrees 47 minutes 30 seconds West, a distance of 141.35 feet to the first mentioned point and place of BEGINNING.

Containing 0.0649 acres of land, more or less.



Thomas A. Watkins



EXHIBIT H



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

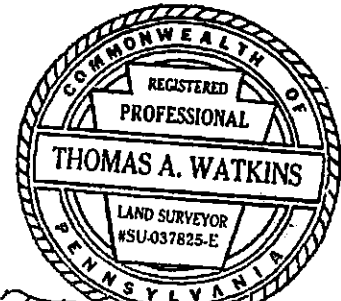
DESCRIPTION OF 20' WIDE DRAINAGE EASEMENT THROUGH LOT 49 AND PHASE 2 OF DAWESFIELD UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a 20' wide drainage easement through Lot 49 and Phase 2 of Dawesfield, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Final Subdivision Plan (Phase 2A)," dated 6/18/91 and last revised 10/30/91.

BEGINNING at a point on line of lands now or late of Philadelphia - Montgomery Christian Academy, said point being located South 41 degrees 50 minutes 13 seconds West, a distance of 93.39 feet along lands of said Philadelphia - Montgomery Christian Academy from a point, a common corner of Lot 49 and Lot 50:

1. Thence leaving lands of said Philadelphia - Montgomery Christian Academy and passing into Lot 49, South 48 degrees 09 minutes 47 seconds East, a distance of 20.00 feet to a point;
2. Thence continuing through Lot 49 and into Phase 2 of Dawesfield, South 41 degrees 50 minutes 13 seconds West, a distance of 481.61 feet to a point;
3. Thence continuing through Phase 2 of Dawesfield, North 48 degrees 09 minutes 47 seconds West, a distance of 20.00 feet to a point on line of lands now or late of Richard D. and Shirley T. Partington;
4. Thence along lands of said Partington and along lands of said Philadelphia - Montgomery Christian Academy, North 41 degrees 50 minutes 13 seconds East, a distance of 481.61 feet to the first mentioned point and place of BEGINNING.

Containing 0.2211 acres of land, more or less.



Thomas A. Watkins



EXHIBIT I



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

DESCRIPTION OF STORM SEWER EASEMENT NO. 14 THROUGH LOT 72

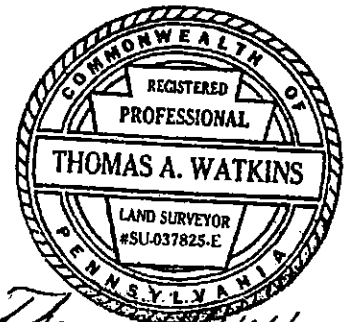
DAWESFIELD PHASE 2A
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being storm sewer easement No. 14 through Lot 72, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Final Subdivision Plan (Phase 2A)," dated 6/18/91 and last revised 10/30/91.

BEGINNING at a point on the southeasterly right-of-way line of Tuckerstown Road (50.00 feet wide), said point being a common corner of Lot 72 and Lot 73:

1. Thence along the southeasterly right-of-way line of Tuckerstown Road, along the arc of a curve to the left in a northeasterly direction, having a radius of 1,625.00 feet, an arc distance of 20.00 feet to a point;
2. Thence leaving the southeasterly right-of-way line of Tuckerstown Road and passing into Lot 72, South 46 degrees 21 minutes 20 seconds East, a distance of 25.12 feet to a point;
3. Thence through the same, South 43 degrees 38 minutes 40 seconds West, a distance of 20.00 feet to a point on line of Lot 73;
4. Thence along said Lot 73, North 46 degrees 21 minutes 20 seconds West, a distance of 25.00 feet to the first mentioned point and place of BEGINNING.

Containing 0.0115 acres of land, more or less.



Thomas A. Watkins



EXHIBIT J



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700
FAX: (215) 343-0875
Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100
FAX: (215) 489-2674
901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

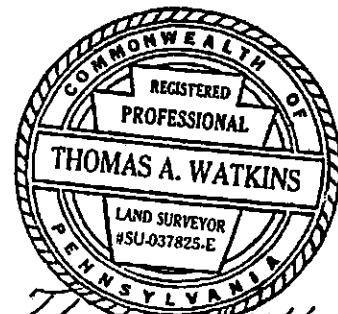
DESCRIPTION OF
SANITARY SEWER EASEMENT NO. 7
THROUGH LOTS 75 AND 76
DAWESFIELD PHASE 2A
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a sanitary sewer easement No. 7 through Lots 75 and 76, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Final Subdivision Plan (Phase 2A)," dated 6/18/91 and last revised 10/30/91.

BEGINNING at a point on the southeasterly right-of-way line of Tuckerstown Road (50.00 feet wide), said point being a common corner of Lot 75 and Lot 76:

1. Thence along the southeasterly right-of-way line of Tuckerstown Road, along the arc of a curve to the right in a northeasterly direction, having a radius of 1,575.00 feet, an arc distance of 12.01 feet to a point;
2. Thence leaving the southeasterly right-of-way line of Tuckerstown Road and passing into Lot 75, South 45 degrees 50 minutes 33 seconds East, a distance of 195.49 feet to a point;
3. Thence through the same, North 48 degrees 01 minutes 34 seconds East, a distance of 30.35 feet to a point;
4. Thence through the same, South 47 degrees 47 minutes 30 seconds East, a distance of 17.09 feet to a point on line of Phase 2;
5. Thence along said Phase 2, South 42 degrees 12 minutes 30 seconds West, a distance of 50.89 feet to a point;
6. Thence leaving said Phase 2 and passing through Lot 76, North 45 degrees 50 minutes 33 seconds West, a distance of 215.82 feet to a point on the southeasterly right-of-way line of Tuckerstown Road;
7. Thence along said southeasterly right-of-way line of Tuckerstown Road, along the arc of a curve to the right in a northeasterly direction, having a radius of 1,575.00 feet, an arc distance of 8.00 feet to the first mentioned point and place of BEGINNING.

Containing 0.1121 acres of land, more or less.



Thomas A. Watkins

EXHIBIT



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (215) 489-5100

FAX: (215) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

June 22, 1993

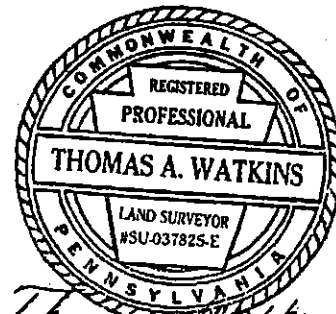
**DESCRIPTION OF
5' WIDE SANITARY SEWER EASEMENT
THROUGH LOT 23 AND LOT 24
DAWESFIELD PHASE 2A
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA**

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being a 5' wide sanitary sewer through Lot 23 and Lot 24, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Final Subdivision Plan (Phase 2A)," dated 6/18/91 and last revised 10/30/91.

BEGINNING at a point on the southeasterly right-of-way line of Somerset Street (50.00 feet wide), said point being a common corner of a 15' wide storm sewer easement No. 9 and located North 42 degrees 12 minutes 30 seconds East, a distance of 15.00 feet along the southeasterly right-of-way line of Somerset Street from a point, a common corner of Phase 2:

1. Thence along the southeasterly right-of-way line of Somerset Street, North 42 degrees 12 minutes 30 seconds East, a distance of 5.00 feet to a point;
2. Thence leaving the southeasterly right-of-way line of Somerset Street, passing through Lot 24 and into Lot 23, South 47 degrees 47 minutes 30 seconds East, a distance of 367.39 feet to a point;
3. Thence continuing through said Lot 23, South 42 degrees 12 minutes 30 seconds West, a distance of 5.00 feet to a point, a common corner of a 15' wide storm sewer easement No. 9;
4. Thence along the northeasterly side of the aforementioned 15' wide storm sewer easement No. 9, continuing through Lot 23 and through Lot 24, North 47 degrees 47 minutes 30 seconds West, a distance of 367.39 feet to the first mentioned point and place of **BEGINNING**.

Containing 0.0422 acres of land, more or less.



Thomas A. Watkins



EXHIBIT L

RESOLUTION NO. 1516

A RESOLUTION TO PROVIDE FOR THE IMPOSITION OF FEES FOR THE REVIEW OF LAND DEVELOPMENT PLANS.

WHEREAS, on November 29, 1988, the General Assembly of the Commonwealth of Pennsylvania re-enacted the Pennsylvania Municipalities Planning Code, adopting certain amendments thereto, one of which gives the power to a municipality to establish engineering fees to be charged to applicants for reviews of Subdivision and Land Development Plans; and


WHEREAS, the Act permits the fees to be based upon a schedule established by resolution;

NOW, THEREFORE, BE IT RESOLVED that there shall be charges for engineering services, inspections and other duties performed by the Township Engineer, for the year 1994, at the following rates:

Professional Engineer	\$72.00/hour
Project Engineer	68.00/hour
Engineer	60.00/hour
Chief of Surveys	50.00/hour
Senior Designer	50.00/hour
Designer	46.00/hour
Grading Inspector	46.00/hour
Technician	42.00/hour
Draftsman	35.00/hour
Chief Construction Inspector	45.00/hour
Construction Inspector	38.00/hour
Survey Crew (3-man)	100.00/hour (4 hour minimum)
Survey Crew (2-man)	75.00/hour (4 hour minimum)

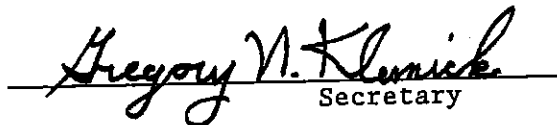
ADOPTED this 11th day of January, 1994.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP



President

Attest:



Secretary

RESOLUTION NO. 1517

RESOLUTION TO AUTHORIZE CHECK SIGNERS FOR UPPER DUBLIN TOWNSHIP PAYROLL AND ACCOUNTS PAYABLE BANK ACCOUNTS.

WHEREAS, Upper Dublin Township has established and maintained a payroll bank account and an account payable checking account at CoreStates Philadelphia Bank, and

WHEREAS, each bank account requires that all checks, notes, drafts or other orders for payment of money to bearer, or to the order of any person, firm or corporation be signed by any three (3) persons holding the offices of Upper Dublin Township of President, Vice President, Secretary and Treasurer.

NOW, THEREFORE, BE IT RESOLVED that the persons named below are those duly elected or appointed to the office set opposite their respective names.

NAME	TITLE
Richard R. Rulon	President
Charles M. Bolig	Vice President
Gregory N. Klemick	Secretary
Helena N. Brown	Treasurer

ADOPTED this 11th day of January, 1994.

Signed:

Richard R. Rulon
President

Attest:

Gregory N. Klemick
Secretary

RESOLUTION NO. 1518

A RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER/SECRETARY, GREGORY N. KLEMICK, TO EXECUTE PLCB FORM-868, "NOTICE OF CHANGE OF OFFICERS, DIRECTORS AND MANAGER OR STEWARD OF CLUB."

WHEREAS, by law it is the responsibility of the Township of Upper Dublin to notify the PA Liquor Control Board of any changes in personnel associated with administration of the liquor license assigned to Twining Valley Golf Club;

THEREFORE, BE IT RESOLVED, that said notice shall be filed with the Pennsylvania Liquor Control Board and that Gregory N. Klemick and/or Richard R. Rulon are/is hereby authorized to execute the necessary forms.

ADOPTED this 8th day of February, 1994.

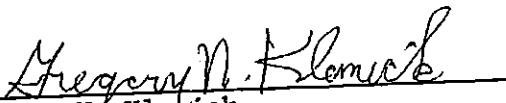
Signed:



Richard R. Rulon, President
Board of Commissioners
Upper Dublin Township

Attest:

Seal:



Gregory N. Klemick
Township Manager/Secretary
Upper Dublin Township

RESOLUTION NO 1519

A Resolution of the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, declaring its intent to follow the schedules and procedures for disposition of records as set forth in the Municipal Records Manual approved on July 16, 1993.

WHEREAS, a Local Government Records Committee was created by Act 428 of 1968 and empowered thereby to make rules and regulations for records disposition; and

WHEREAS, the Municipal Records Manual was approved by said Committee on July 16, 1993; and

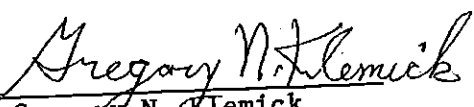
WHEREAS Upper Dublin Township desires to dispose of records according to statutory requirements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, that it intends to follow the schedules and procedures for disposition of records as set forth in the Municipal Records Manual approved on July 16, 1993.

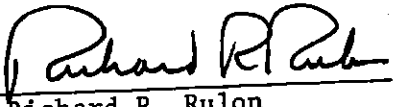
APPROVED this 8th day of February 1994.

Attest

Township of Upper Dublin
Board of Commissioners



Gregory N. Klemick
Manager/Secretary



Richard R. Rulon
President

RESOLUTION NO. 1520

WHEREAS, people of many different backgrounds and walks of life share a common thread as residents in the Upper Dublin Community; and,

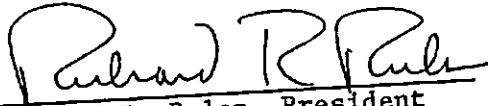
WHEREAS, the Upper Dublin Board of Commissioners and School Board of Directors wish to endorse and support an event which will showcase the high quality of living enjoyed in Upper Dublin;

NOW, THEREFORE, BE IT RESOLVED that on Sunday, September 11th, on the grounds of the Upper Dublin High School, COMMUNITY DAY 1994 will be held in celebration of the great pride we have in our children and families, volunteers and services, governments and agencies, diverse cultures and interests, and, rich history.

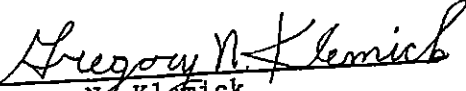
Signed this _____ day of _____, 1994 by the School District of Upper Dublin School Board of Directors.

Signed this 8th day of March, 1994 by the Upper Dublin Township Board of Commissioners.

by:


Richard R. Rulon, President
Board of Commissioners

Donald Tuckmantel, President
School Board of Directors


Gregory N. Klemick
Township Manager/Secretary

Donald MacMurray
School Board Secretary

RESOLUTION NO. 1521

WHEREAS, it is the desire of the Board of Commissioners of Upper Dublin Twp., Montgomery County, Pennsylvania to enter into a Reimbursement Agreement with the County of Montgomery; and

WHEREAS, these agreements directly relate to the design of the Traffic Signal Improvements of the following intersections:

- No. 23 Limekiln Pike-Dreshertown Road - Virginia Drive
- No. 24 Limekiln Pike and Twining Road
- No. 25 Susquehanna Road and Fitzwatertown Road

NOW, THEREFORE, BE IT RESOLVED, by authority of the Board of Commissioners of Upper Dublin Twp., Montgomery County, and it is hereby resolved by authority of the same, that the president of said Municipality be authorized and directed to sign the Agreements on its behalf and the Secretary be authorized and directed to attest the same.

Adopted this 8th day of March, 1994.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

BY: Richard R. Paul

ATTEST: Gregory N. Klemick

1. GENERAL PROVISIONS

(a) The MUNICIPALITY will participate in the design of improvements at the locations set forth in Exhibit "A", attached hereto and made a part hereof, in accordance with plans, policies, procedures and specifications prepared and/or approved by the Pennsylvania Department of Transportation (hereinafter PADOT), COUNTY and Orth-Rodgers & Associates, Inc. (hereinafter CONSULTANT), where applicable.

(b) Furthermore, the MUNICIPALITY shall participate in the administration of these improvements in accordance with the provisions hereinafter provided.

2. DESIGN

(a) The COUNTY with its own CONSULTANT by contract will design the proposed improvements at a cost estimated to be Seventeen Thousand Five Hundred Thirty-Three and 06/100 Dollars (\$ 17,533.06) as shown in the cost estimate attached hereto as Exhibit "A" and made a part hereof. The design will be in accordance with plans, policies, procedures and specifications approved by the PADOT.

(b) The COUNTY/CONSULTANT will secure all necessary approvals, permits and licenses from all other governmental agencies, as may be required to complete the Program.

(c) If during the design process issues arise which can not be quickly resolved as solely determined by COUNTY and PADOT, then that intersection may be dropped from the Program. In such event the MUNICIPALITY shall remain responsible for Fifty (50)

percent of CONSULTANT'S fee incurred to the date of removal from the Program.

(d) If an intersection is dropped from the Program because of issues such as Historical, Environmental, Right of Way, or Utility, then MUNICIPALITY shall remain responsible for Fifty (50) percent of the Consultant's fee incurred to the date of removal from the program.

3. UTILITY CONSIDERATIONS

The COUNTY/CONSULTANT will furnish project plans to utilities known to have facilities within the project limits and to all other utilities subsequently discovered within the project limits.

(a) The MUNICIPALITY will be responsible for obtaining all necessary Right of Way as specified by the CONSULTANT. Said Right of Way must be acquired before the plans, specifications and estimates (hereinafter PS&E) are completed or the work to be performed at the effected intersection will be dropped.

4. REIMBURSEMENT

(a) Subject to the terms hereinbefore set forth, the MUNICIPALITY will reimburse the COUNTY in the amount of Fifty (50%) percent of the total allowable design costs estimated to be as set forth in Exhibit "A". For that work performed by CONSULTANT, the COUNTY shall directly invoice the MUNICIPALITY for the fifty (50%) percent share of COUNTY costs. MUNICIPALITY must reimburse to COUNTY said costs within thirty (30) days of receipt of the invoice from COUNTY.

It is understood and agreed by the parties hereto that the MUNICIPALITY, by executing this Agreement, hereby certifies that it has on hand sufficient funds to meet all of its obligations under the terms of the Agreement and that all funds needed to pay any costs incurred in excess of those costs will be borne equally by the MUNICIPALITY and the COUNTY.

(b) For the purpose of reimbursement as indicated in this paragraph, the COUNTY will submit to the MUNICIPALITY certified monthly invoices for:

(1) Allowable costs for work performed by COUNTY'S CONSULTANT on the project.

5. SAVE HARMLESS

The MUNICIPALITY shall indemnify, save harmless and defend the COUNTY and the Commonwealth of Pennsylvania, Department of Transportation, and all of their officers, agents and employees, from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from the MUNICIPALITY, and their servants, agents and employees, as a result of the design of the said improvements, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the said MUNICIPALITY, their servants, agents and employees, during the performance of said work or thereafter, or to any other cause whatever.

6. CONSTRUCTION PHASE

(a) The Municipality shall have thirty (30) days to review the PS&E's and advise COUNTY in writing whether the MUNICIPALITY will continue to the construction phase of the Program or to withdraw from the Program. Should such written notice not be provided to COUNTY within thirty (30) days, then the MUNICIPALITY may be removed from any further participation in the Program.

(b) Implementation of the designed improvements must be accomplished in the construction phase of this Program. The MUNICIPALITY shall not use the design developed by the CONSULTANT to construct the improvements on it's own without the prior written consent of COUNTY and PADOT.

IN WITNESS WHEREOF, the parties have executed this agreement the date first above written.

ATTEST:

(SEAL)

COUNTY OF MONTGOMERY

Mario Mele, Chairman

Jon D. Fox, Commissioner

Joseph M. Hoeffel, III, Commissioner

ATTEST:

Hugory N. Kermick

MUNICIPALITY

Richard R. Pulte
Title:

EXHIBIT A

UPPER DUBLIN TOWNSHIP

INTERSECTION(S)
INVOLVED

- No. 23 Limekiln Pike - Dreshertown Road - Virginia Drive
- No. 24 Limekiln Pike and Twining Road
- No. 25 Susquehanna Road and Fitzwatertown Road

<u>DESIGN COST</u>	<u>MUNICIPALITY (50%)</u>	<u>COUNTY (50%)</u>	<u>TOTAL</u>
PART I PRELIMINARY DESIGN			
AND PART II FINAL DESIGN	<u>\$7,632.53</u>	<u>\$7,632.53</u>	<u>\$15,265.06</u>
PART III CONSTRUCTION CONSULTATION	<u>1,134.00</u>	<u>1,134.00</u>	<u>2,268.00</u>
TOTAL COSTS	<u>\$8,766.53</u>	<u>\$8,766.53</u>	<u>\$17,533.06</u>

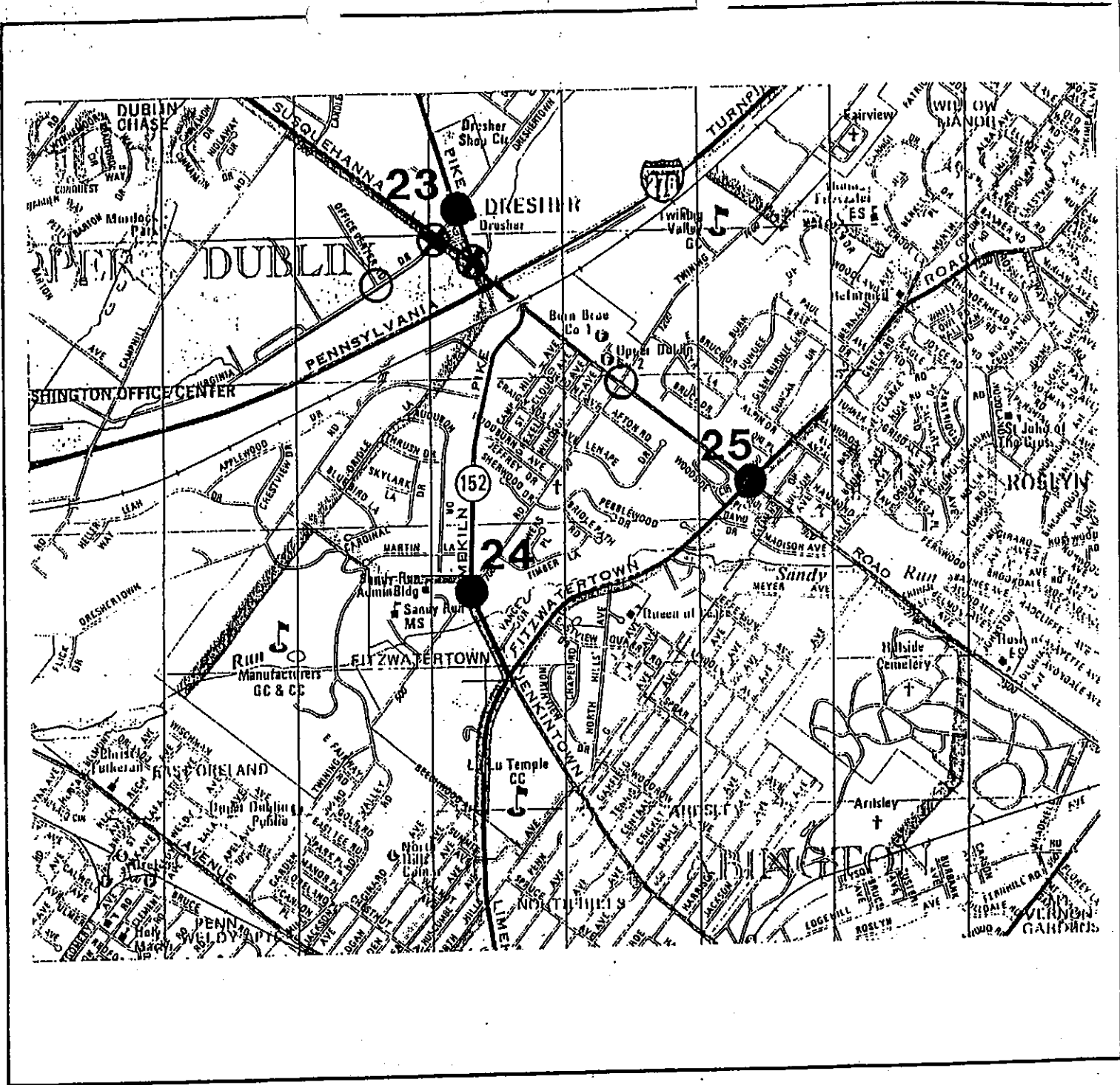


EXHIBIT A

LEGEND:

- - PROJECT SIGNAL
- ⊗ - ADJACENT SIGNALS TO BE INVESTIGATED FOR COORDINATION
- - OTHER AREA SIGNALS

EXHIBIT A

UPPER DUBLIN TOWNSHIP

This work includes the modernization of three intersections in Upper Dublin Township.

Under Part 1 of the design we will meet with Township Staff to:

- establish working contacts
- determine what the Township wants this project to accomplish
- obtain information on special characteristics of the area or intersection be taken into account in design
- review items which require evaluation in the CEE and obtain any Township input
- obtain available right-of-way information, tax maps and information on subdivisions which might have dedicated right-of-way

Contacts:

Manager:

Gregory N. Klemick

Engineer:

Bernard Specter

801 Loch Alsh Avenue, Fort Washington, PA 19034
643-1600

A description of the individual intersection projects follows, with amplification of the General Scope of Work.

(23) S.R.0152 Limekiln Pike and S.R.2028 Dreshertown Road and Virginia Drive (Township Road)

This intersection is located at one corner of a triangle formed by Limekiln Pike, Dreshertown Road and Susquehanna Road. A new controller is needed for Time Base Coordination with the other two intersections. In addition, the signal will be completely modernized. Overhead lane control is required.

A full survey of this intersection is not required, the existing permit plan will be field checked and edited, and digitized on a CAD drawing.

Since coordination with adjacent signals will be by TBC, the following work from the General Scope of Work will not be provided:

Utility coordination for interconnect attachment
Interconnect Plan

The work under this project will provide a new permit plan. Time space diagrams and coordinated timing plans will be provided. A signal construction plan and tabulation sheet for this intersection will be designed and incorporated into the PS&E package.

(24) S.R.0152 Limekiln Pike and Twining Road (Township Road)

The work at this intersection includes full modernization, with overhead lane control signs.

A full survey of this intersection is not required, the existing permit plan will be field checked and edited, and digitized on a CAD drawing.

Since there will be no interconnection with an adjacent signal; the following work from the General Scope of Work will not be provided:

Time space diagrams and coordinated timing plans
Utility coordination for interconnect attachment
Interconnect Plan

The work under this project will provide a new permit plan. A signal construction plan and tabulation sheet for this intersection will be designed and incorporated into the PS&E package.

(25) S.R.2017 Susquehanna Road and S.R.2038 Fitzwatertown Road

This intersection is located in a residential area.

Both roadways are two lane roads. Utility lines run along Fitzwatertown Road. The nearest adjacent signal is over 2000 feet to the north on Susquehanna Road at Twining Road.

The work will include modernization with replacement of the controller, wiring, loop detectors, conduit and poles. Channelized northbound and southbound left turn lanes will also be installed on Fitzwatertown Road using pavement markings.

A full survey of this intersection will be performed, and a revised permit plan will be digitized on a CAD drawing.

Utility coordination is required because of new foundations.

There is no interconnection with adjacent intersections; the following work from the General Scope of Work is not required:

Time space diagrams and coordinated timing plans
Utility coordination for interconnect attachment
Interconnect Plan

The work under this project will provide a new permit plan. A signal construction plan and tabulation sheet for this intersection will be designed and incorporated into the PS&E package.

EXHIBIT A

MANHOUR AND COST ESTIMATE

INTERSECTION # 23

LOCATION: S.R. 0152 LIMEKILN PIKE AND DRESHERTOWN ROAD/VIRGINIA DRIVE
MUNICIPALITY: UPPER DUBLIN TOWNSHIP

PAYROLL CLASSIFICATION (RATE/HOUR)	MANHOURS					TOTAL HOURS
	ASSOC. \$30.00	SENIOR PROJECT MGR. \$25.00	PROJECT ENG./ DESIGNER \$19.75	CIVIL/ TRAFFIC ENG. \$13.50	SEC. \$14.50	
A. TASK						
PART 1 - PRELIMINARY DESIGN						
1 SURVEY						0
2 ENVIRONM. CLEARANCE		1		1	1	3
3 RIGHT OF WAY						0
4 TRAFFIC ANALYSIS AND PLANS		2	8	16		26
5 COORDINATION	1	4		6	1	12
PART 2 - FINAL DESIGN						
1 CONSTRUCTION PROPOSAL						0
2 PROJECT MANAGEMENT		2		2	2	6
3 TRAFFIC		1	12	16		29
4 COORDINATION		1		2	1	0
B. TOTAL MANHOURS	1	11	20	43	5	76
C. LABOR COST	\$30.00	\$275.00	\$395.00	\$580.50	\$72.50	\$1,353.00

D. OVERHEAD (120%)						\$1,623.60
E. IN-HOUSE DIRECT COST						\$75.44
F. DIRECT COST BY OTHERS						\$1,924.59
G. NET FEE (10%)						\$297.66
H. PART 3 (PRORATED)						\$756.00
I. TOTAL COST - NOT TO EXCEED						\$6,030.29

EXHIBIT A

MANHOUR AND COST ESTIMATE

INTERSECTION # 24

LOCATION: S.R. 0152 LIMEKILN PIKE AND TWINING ROAD
MUNICIPALITY: UPPER DUBLIN TOWNSHIP

PAYROLL CLASSIFICATION (RATE/HOUR)	MANHOURS					TOTAL HOURS
	ASSOC. \$30.00	SENIOR PROJECT MGR. \$25.00	PROJECT ENG./ DESIGNER \$19.75	CIVIL/ TRAFFIC ENG. \$13.50	SEC. \$14.50	
A. TASK						
PART 1 - PRELIMINARY DESIGN						
1 SURVEY						0
2 ENVIRONM. CLEARANCE		1		1	1	3
3 RIGHT OF WAY						0
4 TRAFFIC ANALYSIS AND PLANS		2	8	16		26
5 COORDINATION		2		3		5
PART 2 - FINAL DESIGN						
1 CONSTRUCTION PROPOSAL						0
2 PROJECT MANAGEMENT		2		2	2	6
3 TRAFFIC			12	8		20
4 COORDINATION		1		2	1	0
B. TOTAL MANHOURS	0	8	20	32	4	60
C. LABOR COST	\$0.00	\$200.00	\$395.00	\$432.00	\$58.00	\$1,085.00
D. OVERHEAD (120%)						\$1,302.00
E. IN-HOUSE DIRECT COST						\$75.44
F. DIRECT COST BY OTHERS						\$1,924.59
G. NET FEE (10%)						\$238.70
H. PART 3 (PRORATED)						\$756.00
I. TOTAL COST - NOT TO EXCEED						\$5,381.73

EXHIBIT A

MANHOUR AND COST ESTIMATE

INTERSECTION # 25

LOCATION: S.R. 2017 SUSQUEHANNA ROAD AND S.R. 2038 FITZWATERTOWN ROAD
MUNICIPALITY: UPPER DUBLIN TOWNSHIP

PAYROLL CLASSIFICATION (RATE/HOUR)	MANHOURS					TOTAL HOURS
	ASSOC. \$30.00	SENIOR PROJECT MGR. \$25.00	PROJECT ENG./ DESIGNER \$19.75	CIVIL/ TRAFFIC ENG. \$13.50	SEC. \$14.50	
A. TASK						
PART 1 - PRELIMINARY DESIGN						
1 SURVEY						0
2 ENVIRONM. CLEARANCE		1		1	1	3
3 RIGHT OF WAY						0
4 TRAFFIC ANALYSIS AND PLANS		2	8	16		26
5 COORDINATION		2		3	1	6
PART 2 - FINAL DESIGN						
1 CONSTRUCTION PROPOSAL						0
2 PROJECT MANAGEMENT		2		2	2	6
3 TRAFFIC			12	8		20
4 COORDINATION		1		2	1	4
B. TOTAL MANHOURS	0	8	20	32	5	65
C. LABOR COST	\$0.00	\$200.00	\$395.00	\$432.00	\$72.50	\$1,099.50

D. OVERHEAD (120%)						\$1,319.40
E. IN-HOUSE DIRECT COST						\$75.44
F. DIRECT COST BY OTHERS						\$2,628.81
G. NET FEE (10%)						\$241.89
H. PART 3 (PRORATED)						\$756.00
I. TOTAL COST - NOT TO EXCEED						\$6,121.04

RESOLUTION NO. 1522

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

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

WHEREAS, Steven and Craig Katz has proposed the development of a parcel of land identified as Pheasant Knoll, and described in the attached Sewage Facilities Planning Module, and proposes that such subdivision be served by sewer extension.

WHEREAS, Upper Dublin Township finds that the subdivision described in the attached Sewage Facilities Planning Module conforms to applicable zoning and other municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

ADOPTED this 11th day of May, 1994.

By:

Richard R. [Signature]
President

Attest:

Gregory N. Klemick
Secretary

(E)

RESOLUTION NO 1523

Resolved by the Board of Commissioners of Upper Dublin Township,
Montgomery County, Pennsylvania, That

WHEREAS, by virtue of Resolution No. 1519, adopted February 8,
1994, Upper Dublin Township declared its intent to follow the schedules
and procedures for the disposition of records as set forth in the
Municipal Records Manual approved on July 16, 1993, and,

WHEREAS, in accordance with Act 428 of 1968, each individual act
of disposition shall be approved by resolution of the governing body of
the municipality;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Commissioners of
Upper Dublin Township, Montgomery County, Pennsylvania, in accordance
with the above cited Municipal Records Manual, hereby authorizes the
disposition of the following public records:

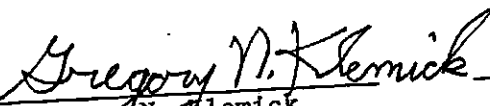
Finance


Bids, 1979 to 1983; Accounts Payable, 1981 to 1986; Accounts
Receivable, 1981 to 1986; Computer EIT Batches, 1990 to 1991; EIT
Backup Information, 1987; Cash Receipts, 1981 to 1986; UCA Account
Distribution Batches, 1987 to 1990; Lockbox Deposit Summaries, 1987
to 1990; 1984 to 1987 Miscellaneous UCA Correspondence; Time
Cards/Time Sheets, 1988, 1989 & 1990; Cancelled Payroll Checks, 1985
& 1986; Cancelled Accounts Payable Checks, 1985 & 1986.

Total - 462 cubic feet

Attest

Township of Upper Dublin
Board of Commissioners


Gregory N. Klemick
Manager/Secretary


Richard R. Rulon
President

1525

RESOLUTION TO ACCEPT
DEED OF DEDICATION
FOR ADDITIONAL RIGHT-OF-WAY
ALONG WELSH ROAD AND BUTLER PIKE

WHEREAS, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN (hereinafter "Township") has received from JAMES AND MARGARET C. O'REILLY (hereinafter "Grantor") a Deed of Dedication for an additional right-of-way along Welsh Road and a portion of Butler Pike (hereinafter "Street"), extending from beginning point to ending point as more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a project to improve the intersection of Welsh Road and Butler Pike by installing a left-turn lane and a traffic signal; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said Street and improvements will be constructed, opened and dedicated for public use and passage;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of TOWNSHIP OF UPPER DUBLIN does hereby resolve as follows:

1. That the Deed of Dedication offered to the Township for an additional right-of-way along Welsh Road and a portion of Butler Pike, extending from beginning point to ending point as more particularly described in Exhibit "A" attached hereto is hereby accepted.

2. The proper officers of the Township are authorized to incorporate this resolution as an exhibit to the Deed of Dedication and record the same in the Office for the Recording of Deeds, Norristown, Pennsylvania.

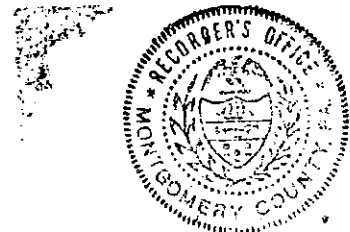
RESOLVED, this 14th day of June, A.D., 1994.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon, President

Attest:

Gregory N. Klemick
Gregory N. Klemick, Secretary
ud\dev\orilyst.res



Margaret Bickelbach

DB5090PG2418

(N)

Code No. 1-46951-116-3Z

RESOLUTION NO. 1526

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP,
MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

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

WHEREAS, Cathlin Corporation has proposed the development of a parcel of land identified as Meadowview Estates, and described in the attached Sewage Facilities Planning Module, and proposes that such subdivision be served by sewer tap-ins.

WHEREAS, Upper Dublin Township finds that the subdivision described in the attached Sewage Facilities Planning Module conforms to applicable zoning and other municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

ADOPTED this 14th day of June, 1994.

By:

Charles M. Boley
President

Attest:

Gregory N. Klemick
Secretary

RESOLUTION

1527

BE IT RESOLVED, by authority of the Board of
(Name of governing body)

Commissioners of the Township of Upper Dublin,
(Name of Municipality)

Montgomery County, and it is hereby resolved by authority

of the same, that the President of the
Board of Commissioners of said Municipality,
(designate official title)

Authority be authorized and directed to sign the attached grant on

its behalf and that the Township Secretary be authorized
(designate official title)

and directed to attest the same.

ATTEST

Gregory N. Klemick
(Signature and designation
of official title)
Secretary

UPPER DUBLIN TOWNSHIP
(Name of Municipality)

By: Richard R. Paul
(Signature and designation
of official title)
Pres., Board of Commissioners

(SEAL)

I, Gregory N. Klemick,
(Name)

Township Secretary
(Official title)

of the Township of Upper Dublin, do hereby certify
(Name of governing body or municipality)

that the foregoing is a true and correct copy of the Resolution

adopted at a regular meeting of the Board of Commissioners,
(Name of governing body)

held the 14th day of June, 1994.

DATE: June 15, 1994

Gregory N. Klemick
(Signature and designation of
official title)
Secretary

Problem Statement

Pennsylvania's safety belt use rate (September, 1993) is 67.5%. Our goal is to increase statewide use to 75% or higher.

The majority of the public is buckling up voluntarily. However, we do have a group of non-users who need to be better informed about the importance of wearing safety belts every time they get in a vehicle and, if necessary, fined for not using them. Enforcement is the key element needed to increase safety belt and child restraint use.

Motorcycle helmet use is mandatory for all riders in Pennsylvania.

Pennsylvania's laws are as follows:

Child Passenger Protection Act (Primary Law)

- * Any person operating a passenger car, Class I truck, Class II truck, Classic motor vehicle, antique motor vehicle or motor home ~~may~~ ^{must} fasten children under four in a child passenger restraint system. There are no exceptions to this law.

Safety Belt Laws (Secondary Law)

- * The law requires all front seat passengers to use safety belt restraint systems.
- * The driver is responsible for securing children between 4-18 years of age in a safety belt system when traveling in the front seat.

Current Motorcycle Helmet Law

- * Pennsylvania has a law which requires all riders of motorcycles or motor-driven cycles to wear protective head gear which complies with standards established by the Department of Transportation.

Implementation

GOAL: TO INCREASE SAFETY BELT USE TO 75% OR HIGHER BY DECEMBER 31, 1994, THROUGH IMPLEMENTATION OF HIGHLY VISIBLE AND PUBLICIZED WARNING AND ENFORCEMENT AND EDUCATION CAMPAIGN.

Theme to use of safety belt incentives: DRIVE SMART - BUCKLE UP, EVERYONE-EVERY TIME.

Theme to use on motorcycle incentives: RIDE SMART WEAR A HELMET OF DRIVE SMART - SHARE THE ROAD.

Other ideas which may be conducted anytime during the grant:

- * Publicize the number and type of citations issued during enforcement.
- * Ask local business to provide coupons for prizes or food items to present to safety belt users. Advertise the results and give those businesses credit for participating.
- * Contact local businesses to ask them to support your safety belt efforts by displaying a safety belt, child restraint or motorcycle helmet message as part of their advertisements.
- * Contact local radio traffic personalities and ask them to promote a safety belt message during traffic reports.
- * When reporting to the media about crashes, indicate if the occupants were wearing safety belts.
- * Ask local high school or college sports announcers to add a buckle-up motorcycle helmet message during sporting events and in their school papers.
- * Contact pro and/or semi-pro sports teams to encourage them to announce safety belt messages.
- * Contact local companies to ask them to conduct a safety belt program for their employees.
- * Encourage fire companies and ambulance services in your area to promote safety belt use.
- * Ask officers to mention the importance of wearing safety belts every time they make a stop, regardless if working on grant time or not.
- * Involve a well known celebrity in a safety belt message.
- * Coordinate activities with surrounding police departments that are participating in the safety belt program.
- * Achieve membership on the National Honor Roll (Gold, Silver, and/or bronze) awards program for the police department and community.

The grantee also agrees to the following:

- The grantee will work with the appropriate County Comprehensive Highway Safety Coordinator to promote the campaign in the community, schools and media.
- A final report of the campaign efforts and results must be completed.

- Month 1
- * Continue enforcement efforts.
 - * Continue educational programs.
 - * Continue to involve media.
 - * Conduct safety belt surveys.
- Month 2
- * Continue enforcement efforts.
 - * Continue educational programs.
 - * Continue to involve the media.
- Month 3.
- * Continue enforcement efforts.
 - * Continue educational programs.
 - * Continue to involve the media.
- Month 4
- * Conduct fourth safety belt surveys.
 - * Contact media as to results of surveys.
 - * Prepare detailed final report of project activities.

Upper Dublin Township, Montgomery County

Project Budget

<u>Item Code</u>	<u>Description</u>	<u>Total</u>
0910	Officers Salaries	\$3,830
	- Surveys	
	- Enforcement	
	- Educational Programs	
	- Training	
	Total	\$3,830
	Federal	\$3,830
	Local	-0-

RESOLUTION NO. 1528

RESOLUTION TO ACCEPT
DEED OF DEDICATION
FOR A PUBLIC STREET SHOWN ON
APPROVED LAND DEVELOPMENT PLAN FOR
THE FIRST REFORMED CHURCH IN WILLOW GROVE

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from The First Reformed Church in Willow Grove, formerly known as The First Reformed Dutch Church of the City and Vicinity of Philadelphia, a Pennsylvania Corporation (hereinafter "Grantor") a Deed of Dedication for an additional right-of-way along a public street known as North Hills Avenue (hereinafter "Street"), which is more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a land development plan filed by or on behalf of Grantor showing the additional right-of-way along said Street; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said Street will be opened and dedicated for public use and passage;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:


1. That the Deed of Dedication offered to the Township for an additional right of way along a street designated as North Hills Avenue, which is more fully described in Exhibit "A" attached hereto, is hereby accepted on the condition that Grantor provide to the Township the following:
 - A. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this project;
 - B. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated March 19, 1993, and Addendum thereto dated January 5, 1994, covering the cost of the required improvements and professional fees; and
 - C. Maintenance Bond and Escrow Agreement therefore in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deed of Dedication and record the same in the Office for the Recording of Deeds, Norristown, Pennsylvania.

3. North Hills Avenue as described in Exhibit "A" attached hereto, shall hereafter be designated on the official map of streets in the Township as a public street.

RESOLVED, this 9th day of August, A.D., 1994.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

ATTEST:


Gregory N. Klemick, Secretary

ud\dev\church.res

CHARLES E. SHOEMAKER, INC.
ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

ADDITIONAL RIGHT OF WAY OFFERED FOR DEDICATION TO
UPPER DUBLIN TOWNSHIP
NORTH HILLS AVENUE
THE REFORMED CHURCH OF WILLOW GROVE
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of ground SITUATE in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania bounded and described according to a Land Development Plan thereof made May 6, 1991 and last revised December 22, 1992 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point on the Northwesterly proposed required right-of-way line of North Hills Avenue (55' wide at this point), said point being at the distance of five and seven one-hundredths feet (5.07') measured South forty-seven degrees thirty-eight minutes twenty seconds East (S 47° 38' 20" E) from a point on the Northwesterly present right-of-way line of North Hills Avenue (60' wide at this point), said point being at the distance of one hundred seventy-five and sixty-five one-hundredths feet (175.65') measured North thirty-three degrees sixteen minutes zero seconds East (N 33° 16' 00" E) along the said Northwesterly present right-of-way line of North Hills Avenue from a point of tangency, said point being at the distance of thirty-two and ninety-six one-hundredths feet (32.96') measured Southeastwardly, Eastwardly and Northeastwardly on the arc of a circle curving to the left with a radius of twenty and no one-hundredths feet (20.00') from a point of reverse curvature on the Northeastly side of Woodland Road (40' wide); THENCE extending from the place of beginning North thirty-three degrees sixteen minutes zero seconds East (N 33° 16' 00" E) along the said Northwesterly proposed required right-of-way line of North Hills Avenue one hundred thirteen and eighty-eight one-hundredths feet (113.88') to a point; THENCE South forty-eight degrees twenty minutes zero seconds East (S 48° 20' 00" E) five and five one-hundredths feet (5.05') to a point on the Northwesterly present right-of-way line of North Hills Avenue (50' wide at this point); THENCE along the same South thirty-three degrees sixteen minutes zero seconds West (S 33° 16' 00" W) one hundred thirteen and ninety-four one-hundredths feet

EXHIBIT A

CHARLES E. SHOEMAKER, INC.
ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

ADDITIONAL RIGHT OF WAY OFFERED FOR DEDICATION TO
UPPER DUBLIN TOWNSHIP
NORTH HILLS AVENUE
THE REFORMED CHURCH OF WILLOW GROVE
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

page #2

(113.94') to a point; THENCE North forty-seven degrees
thirty-eight minutes twenty seconds West (N 47° 38' 20" W) five
and six one-hundredths feet (5.06') to a point the said
Northwesterly proposed required right-of-way line of North Hills
Avenue (55' wide at this point) and place of beginning.

BEING additional right-of-way offered for dedication
to Upper Dublin Township on the Northwesterly side of North Hills
Avenue on Land Development Plan made for the Reformed Church of
Willow Grove.

22868
Up.Dub.-915
February 16, 1993
Revised April 5, 1993

EXHIBIT A

Resolution No. 1529

A resolution by the Upper Dublin Township Board of Commissioners authorizing submission of a grant application in the Montgomery County Open Space Acquisition Grant Program for the purpose of acquiring 2.0 acres in the Three Tuns area.

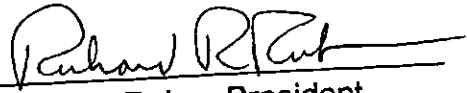
WHEREAS, the North Wales Water Authority has made available 2.0 acres of open space for purchase by the Commissioners of Upper Dublin Township; and

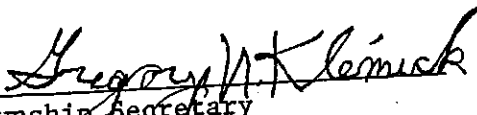
WHEREAS, the Township's 1994 Open Space and Environmental Resource Protection Plan has identified this open space as a high priority for acquisition; and,

WHEREAS, the Montgomery County Open Space Board has made open space acquisition funds available to Upper Dublin Township through the Municipal Open Space Acquisition Grant Program;

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners hereby authorizes its staff to complete and submit and application to the Montgomery County Open Space Board for funding assistance in the purchase of the open space parcel offered by the North Wales Water Authority.

Signed this 13th day of September A.D. 1994.


Richard R. Rulon, President
Upper Dublin Township
Board of Commissioners


Township Secretary

RESOLUTION No. 1530

RESOLUTION ADOPTING MODIFICATIONS TO INVESTMENT POLICY

WHEREAS, on August 9, 1988, Resolution No. 1332 was adopted approving an Investment Policy to be followed respecting revenues from various sources accruing to the Township; and

WHEREAS, on February 13, 1990, Resolution No. 1386 was adopted approving modifications to the Investment Policy; and

WHEREAS, that Resolution called for an annual review of the policy for appropriate modifications; and

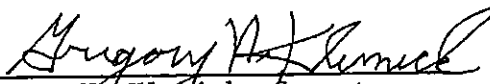
WHEREAS, that review has been conducted, resulting in modifications being recommended;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby adopts the investment policy, as modified, attached hereto and made part hereof.

ADOPTED this 13th day of September 1994 .

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By 
Richard R. Rulon, President

Attest 
Gregory N. Klenick, Secretary

COMMISSIONERS OF UPPER DUBLIN TOWNSHIP

To: Board of Commissioners
From: Jonathan Bleemer *JBS*
Re: Township Investment Policy
Date: September 8, 1994

I am recommending revisions to the Township's written investment policy to clarify certain aspects of the policy and to respond to changes that have taken place in market conditions. The recommended revisions to the policy have been highlighted on the enclosed revised investment policy document and are described below:

1. Under the component titled OBJECTIVES, I have preserved the five objectives of the investment policy but have reworded and prioritized each objective to provide a more clear and concise statement of the Township's goals.
2. Under the component titled INVESTMENT INSTRUMENTS, I have replaced "U.S. Treasury Bills" with "U.S. Treasury Securities" as an authorized investment instrument to allow for the investment in Treasury Notes and Treasury Bonds.
3. Under the component titled INVESTMENT PORTFOLIO, the maximum allowable percentage of the Township portfolio invested in Commercial bank CDs has been reduced from 75% to 50% while the maximum allowable percentage of the Township portfolio invested in Savings and Loan CDs has been increased from 25% to 50%.
4. Under the component titled INVESTMENT PORTFOLIO, a phrase was added to allow for overnight repurchase investments at Corestates, the Township's primary cash management bank, in excess of 10% of the total portfolio. All investments and deposits at Corestates are 100% collateralized pursuant to Act 72 of the Pennsylvania General Assembly.
5. Under the component titled INVESTMENT MATURITIES, I am recommending extending the maximum allowable length of maturity from one year to three years for trust and reserve funds. Trust funds, such as the Dannenberg Trust which is held in perpetuity, and certain reserve funds held for future projects should be invested for maturities longer than one year to take advantage of the yield curve. The current investment policy does not allow for this.

These recommended changes have been reviewed by the Finance Committee and have proposed that a Resolution amending the Investment Policy be presented to the full Board for consideration.

UPPER DUBLIN TOWNSHIP
INVESTMENT POLICY

SCOPE

This investment policy applies to activities of the Township with regard to investing the financial assets of all funds, including the following:

General Fund
Capital Projects Funds
Sewer Enterprise Fund
Debt Service Fund
Internal Service Fund
Special Revenue Funds
Trust Funds

Township funds will be invested in compliance with the provisions of the First Class Township Code, Section 1705.1 and any applicable laws. Investments will be in accordance with these policies and written administrative procedures. Investment of any tax exempt borrowing proceeds and of any debt service funds will comply with the 1986 Tax Reform Act, as amended.

OBJECTIVES

The Township's investment objectives in priority order are:

1. Safety - Preservation of capital and the protection of investment principal is the foremost objective of the Township's investment program.
2. Legal Requirements - The Township's investment policy will conform with all Federal, State, local and other legal statutes governing the investment of public funds.
3. Liquidity - The Township's investment portfolio will remain sufficiently liquid to meet all operating requirements.
4. Diversification - The Township will diversify its investments by security type, maturity date and institution to minimize overall portfolio risk.
5. Return on Investment - The Township's investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles.

DELEGATION OF AUTHORITY

The Finance Director is designated as the Investment Officer for the Township and is responsible for investment decisions and activities, under the general direction of the Township Manager. Both parties shall be responsible to the Board of Commissioners for such activities and decisions. The Investment Officer will maintain all investment records and documentation consistent with these policies.

PRUDENCE

The standard of prudence to be used by the Investment Officer in the context of managing the program shall be the prudent investor rule:

"Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The Investment Officer, acting in accordance with the written policies established herein and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported as soon as practical and that appropriate action is taken to control adverse developments.

MONITORING AND ADJUSTING THE PORTFOLIO

The Investment Officer will routinely monitor the contents of the portfolio, the available markets and the relative values of competing instruments and will adjust the portfolio accordingly.

INTERNAL CONTROLS

The Investment Officer shall maintain a system of written internal controls, which shall be reviewed annually by the independent auditor. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation or imprudent actions.

INVESTMENT INSTRUMENTS

The Township will only invest funds in the following instruments authorized by the First Class Township Code:

- U.S. Treasury ~~Securities~~
- Short-term obligations of the U.S. Government or its agencies or instrumentalities.
- Deposits in savings accounts, time deposits, or share accounts of institutions insured by the FDIC. Such deposits shall not exceed the insured maximum unless fully collateralized in accordance with the law.

- Obligations of the U.S. government, its agencies or instrumentalities backed by the full faith and credit of the U.S. Government, Commonwealth of Pennsylvania or any of its agencies.
- Obligations of the Commonwealth of Pennsylvania or its agencies backed by the full faith and credit of the Commonwealth.
- Obligations of a political subdivision of the Commonwealth or its agencies backed by the full faith and credit of the political subdivision.
- Shares of the Pennsylvania Local Government Investment Trust which are composed solely of the obligations noted above.

INVESTMENT PORTFOLIO

The Township will diversify the portfolio, to the extent possible, to avoid incurring unreasonable risks inherent in overinvesting in specific instruments or financial institutions. Investments in a specific type of instrument shall not exceed the percent of portfolio limit outlined below.

<u>Investment Instruments</u> :	<u>Max % of Portfolio</u>
U.S. Treasury Obligations	100%
U.S. Government Agency Securities	100%
C.D.'s Commercial Banks	50%
C.D.'s Savings and Loans	25%
State/Local Government Securities	25%
Pa. Local Gov. Investment Trust	30%

Financial Institutions

The total of all investments in a single commercial bank, ~~other than the bank providing the Township's primary cash management services,~~ may not exceed 10% of the portfolio.

QUALIFIED INSTITUTIONS

Only qualified institutions will be selected for Township investments, regardless of the level of insurance or collateral pledged. Investments will only be made in institutions that meet the following criteria.

Commercial Bank - Net worth ratio must be greater than 6% using a GAAP method of calculation (equity capital as a percent of assets).

Savings & Loans - Net worth ratio must be greater than 3% using a GAAP method of calculation (equity capital as a percent of assets).

In addition, both Commercial Banks and Savings & Loans must have an excellent or higher rating from an acceptable industry rating agency

(such as IDC, Inc.). The rating is a factor of net worth, adequacy of capital, interest margin, earnings and costs, and liquidity.

INVESTMENT MATURITIES

Maturities of cash management investments will be timed according to anticipated need. In no event, however, shall a cash management investment maturity exceed 12 months. Reserve and trust funds may be invested in government securities with maturities exceeding 12 months but not more than 36 months if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds.

COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

Quotes will be solicited from the various financial institutions and brokers prior to investing surplus Township funds. The Township will accept the quote which provides the highest rate of return within the maturity required and within the parameters of these policies.

SAFEKEEPING AND COLLATERALIZATION

Investment securities purchased by the Township will be delivered by either book entry or physical delivery, and held in third party safekeeping by a bank designated as primary agent. The trust department of the bank designated as primary agent will be considered to be a third party for the purposes of safekeeping of securities purchased from that bank. The primary agent shall issue a safekeeping receipt to the Township listing the specific instrument, rate, maturity and other pertinent information.

The overnight Investment Management account used in conjunction with the Township's concentration account shall not be subject to these safekeeping requirements.

Certificates of deposits shall be collateralized as required by Act No. 72, the Pooled Assets Act of the Commonwealth, for any amount exceeding FDIC or FSLIC coverage. Under Act 72, depositories are required to pledge assets to secure public deposits on a pooled basis in order that the total amount of assets pledged is at least equal to the total amount of such assets required to secure all public deposits. Other investments will be collateralized by the actual security held in safekeeping by the primary agent.

REPORTING REQUIREMENTS

The Investment Officer will generate a monthly report to the Board of Commissioners which will include data on investment instruments and the performance of the program for the month.

INVESTMENT POLICY ADOPTION

The Township's investment policy will be formally adopted by the Board of Commissioners and reviewed for appropriate modifications annually. Any amendments to the policy must be approved by the Board of Commissioners.

RESOLUTION NO. 1531

RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR PUBLIC STREETS, STORM SEWER EASEMENTS,
AND SANITARY SEWER EASEMENTS AS SHOWN ON
APPROVED SUBDIVISION PLAN FOR
"ST. MARY'S VILLA SOUTHERN, A/K/A BALLANTRAE SOUTH

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from UPPER DUBLIN HOLDINGS, INC., a Pennsylvania Corporation and successor in interest to Ballantrae Associates, a Limited Partnership (hereinafter "Grantor") a Deed of Dedication for four public streets (hereinafter together "Streets"), more fully described in Exhibit "A", attached hereto, and to be known as "Farm Lane", "Highland Avenue", "Villa Drive" and "Bellaire Avenue" respectively; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for storm and sanitary sewer easements (hereinafter "Storm and Sanitary Sewer"), more fully described in Exhibit "B" attached hereto, and known as follows:

Sanitary Sewer and Stormwater (30 foot wide) Easement
Stormwater (20 foot wide) Easement
Stormwater (irregular shaped) Easement

WHEREAS, on February 14, 1989, the Board of Commissioners approved a Subdivision Plan filed by or on behalf of Grantor showing the Storm Sewer, Sanitary Sewer and Streets, which Subdivision Plan was prepared by Unitech Engineers, Inc., and is identified as "St. Mary's Villa Southern" dated July 10, 1988, for twenty-two lots, on 14.59 acres, together with Improvement Construction Drawings consisting of thirteen drawings; and

WHEREAS, Grantor has heretofore improved the Storm Sewer, Sanitary Sewer and Streets according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Storm Sewer, Sanitary Sewer and Streets will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Storm Sewer, Sanitary Sewer and Streets more fully described in Exhibits "A" and "B" attached hereto, are accepted.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. The public streets, as described in Exhibits "A" attached hereto, shall hereafter be designated on the official maps of streets in the Township as public streets.

RESOLVED, this 13th day of September, 1994.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon, President

ATTEST:

Gregory W. Klemick
Gregory W. Klemick, Secretary

h:\ud\dev\balsouth.res

RESOLUTION No. 1532

A resolution by the Upper Dublin Township Board of Commissioners certifying the completion of the Upper Dublin Community Pool Bathhouse Rehabilitation portion of the RIRA-PRD-7-80 (two sites) in accordance with the terms and conditions of the RIRA Grant Contract.

WHEREAS, in 1992 & 1993, Upper Dublin Township entered into written agreements with the Commonwealth of Pennsylvania's Department of Community Affairs for the purposes of completing park renovation projects eligible for Recreational Improvement and Rehabilitation Act (RIRA) funding;

WHEREAS, one of two portions of the project, rehabilitation of the Upper Dublin Community Pool Bathhouse, has been completed in accordance with the plans and specifications originally set forth by the Township;

NOW, THEREFORE, BE IT RESOLVED, that

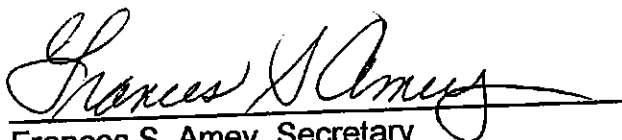
- the project was completed in accordance with the Grant Contract and is acceptable to Upper Dublin Township
- all project expenditures have been made and were in accordance with the Grant Contract
- Upper Dublin Township will maintain the site in an acceptable manner
- Upper Dublin Township will not discriminate in the use of the site or facilities
- Upper Dublin Township will not convert the site or facilities to a non-public park, recreation or community center use without first receiving written approval from the Department of Community Affairs

Signed this 11 day of October, 19 94.



Richard R. Rulon, President
Upper Dublin Township
Board of Commissioners

Attest:



Frances S. Amey, Secretary

RESOLUTION NO. 1533

RESOLUTION TO ACCEPT DEEDS OF DEDICATION FOR STORM SEWERS,
SANITARY SEWER, DRIVEWAY ACCESS RIGHT-OF-WAY, AND PUBLIC STREET
SHOWN ON APPROVED SUBDIVISION PLANS FOR "BODENSTEIN COMMONS"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Select Properties, Inc. (hereinafter "Grantor") Deeds of Dedication for a 20 foot wide storm sewer easement and a 15 foot wide storm sewer easement, (hereinafter "Storm Sewers"), more fully described in Exhibits "A" and "B" respectively attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor a Deed of Dedication for a sanitary sewer easement (hereinafter "Sanitary Sewer"), more fully described in Exhibit "C" attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor a Deed of Dedication for a driveway access right-of-way more fully described in Exhibit "D" attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for a public street to be known as "Prospect Avenue" (hereinafter "Street"), more fully described in Exhibit "E"; and

WHEREAS, the Board of Commissioners has heretofore approved Subdivision Plans filed by or on behalf of Grantor showing the Storm Sewers, Sanitary Sewer, Driveway Access Right-of-Way, and Street, which Subdivision Plans are recorded in the Office for the Recording of Deeds, Norristown, Montgomery County, Pennsylvania, in Plan Books A052, Page 271 and A054, Page 90; and

WHEREAS, Grantor has heretofore improved the Storm Sewers, Sanitary Sewer, Driveway Access Right-of-Way and Street according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Storm Sewers, Sanitary Sewer, Driveway Access Right-of-Way and Street will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Storm Sewers, Sanitary Sewer, Driveway Access Right-of-Way and Street more fully described in Exhibits "A" through "E" attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this Subdivision Project;
- C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated July 30, 1992, and Addendum thereto dated April 8, 1993, covering the cost of the required improvements and professional fees; and
- D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution.

Said payments and documentation shall be to the satisfaction of the Township Solicitor.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. Prospect Avenue, as described in Exhibit "E" attached hereto, shall hereafter be designated on the official maps of streets in the Township as public streets.

RESOLVED, this 11th day of October, 1994.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

ATTEST:


Frances S. Amey, Secretary

LEGAL DESCRIPTION
20 FOOT WIDE STORM SEWER EASEMENT
LOT #4
PROJECT #2305

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a 20 Foot Wide Storm Sewer Easement on a subdivision plan of Bodenstein Commons prepared by Perry J. Stutman & Associates, dated July 15, 1989 as last revised June 17, 1990; and being shown on a supplemental plan titled "Lots 4, 5 & 6, Bodenstein Commons" prepared by Herbert H. Metz, Inc., dated September 28, 1992, as last revised December 18, 1992 and being more fully described as follows:

BEGINNING at a point on the arc of a cul-de-sac, said cul-de-sac being the southeasterly most terminus of Prospect Avenue (50 feet wide) said point being located as measured along the line curving to the left in a northeasterly direction having a radius of 50.00 feet for an arc distance of 15.23 feet from a point, a corner in the line dividing the lands of Lot 4 and Lot 5; thence, from the said beginning point and extending along the aforementioned arc of the cul-de-sac along the line curving to the left in a northwesterly direction having a radius of 50.00 feet for an arc distance of 22.40 feet to a point; thence extending on and through the line of lands of Lot 4 the following three (3) courses: (1) South 74° 00' 23" East, 35.21 feet to an angle point; (2) South 15° 59' 37" West, 20.00 feet to an angle point; (3) North 74° 00' 23" West, 33.00 feet to the point of beginning.

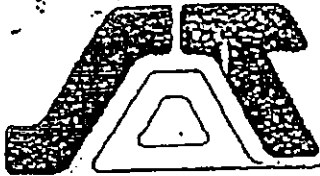
EXHIBIT "A"

LEGAL DESCRIPTION
15 FOOT WIDE STORM SEWER EASEMENT
(LOT #5)
PROJECT #2305

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a 15 Foot Wide Storm Sewer Easement on a subdivision plan of Bodenstein Commons by Perry J. Stutman & Associates, dated July 15, 1989 as last revised June 17, 1990; and being shown on a supplemental plan titled "Lots 4, 5 & 6, Bodenstein Commons" prepared by Herbert H. Metz, Inc., dated September 28, 1992, as last revised December 18, 1992 and being more fully described as follows:

BEGINNING at a point on the arc of a cul-de-sac, said cul-de-sac being the southeasterly most terminus of Prospect Avenue (50 feet wide) said point being located as measured along the arc of the said cul-de-sac along a line curving to the right in a southwesterly direction having a radius of 50.00 feet for an arc distance of 15.23 feet from a point marking the intersection of the said arc of the said cul-de-sac and the line dividing the lands of Lot 4 and Lot 5; thence, from the said beginning point and extending on and through the line of lands Lot 5 the following three (3) courses: (1) South 56° 15' 00" East, 20.00 feet to an angle point; (2) South 33° 45' 00" West, 15.00 feet to angle point; (3) North 56° 15' 00" West, 27.70 feet to a point on the arc of a cul-de-sac, said cul-de-sac being the aforementioned terminus of Prospect Avenue; thence, extending along a line curving to the left in a northeasterly direction having a radius of 50.00 feet for an arc distance of 16.95 feet to the point of beginning.

EXHIBIT "B"



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5586

October 5, 1994

LEGAL DESCRIPTION
20 FOOT WIDE SANITARY SEWER EASEMENT
(LOT #5 AND LOT #6)
PROJECT #2305

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a 20 Foot Wide Sanitary Sewer Easement on a subdivision plan of Bodenstein Commons by Perry J. Stutman & Associates, dated July 15, 1989 as last revised June 17, 1990 and being more fully described as follows:

BEGINNING at a point on the arc of a cul-de-sac, said cul-de-sac being the southeasterly most terminus of Prospect Avenue (50 feet wide) said point also being a corner in the line dividing the lands of Lot 5 and Lot 6; thence, from the said beginning point and extending on and through the line of lands of Lot 5 the following two (2) courses: (1) South $15^{\circ} 54' 41''$ East, 94.25 feet to a point on the northwest side of an existing 20 foot wide Sanitary Sewer Easement; (2) extending along the said sewer easement, South $27^{\circ} 46' 19''$ West, 13.02 feet to a point in the line dividing the lands of Lot 5 and Lot 6 aforesaid; thence, extending along the said existing Sanitary Sewer Easement the following two (2) courses: (1) South $27^{\circ} 46' 19''$ West, 9.32 feet to an angle point; (2) South $64^{\circ} 20' 52''$ West, 4.62 feet to a point; thence, extending on and through the lands of Lot 6; North $15^{\circ} 54' 41''$ West, 115.37 feet to a point on the arc of a cul-de-sac,

Professional Engineering/Land Surveying

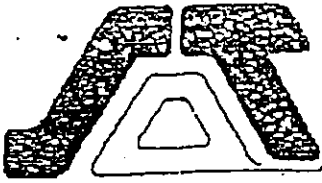
EXHIBIT "C"

said cul-de-sac being the aforementioned southeasterly most terminus of Prospect Avenue; thence, extending along a line curving to the left in a southeasterly direction having a radius of 50.00 feet for an arc distance of 20.58 feet to the point of beginning.

DEED OF DEDICATION
PARCEL A
PROJECT #2305

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as Parcel A on a subdivision plan of Bodenstein Commons by Perry J. Stutman & Associates, dated July 15, 1989 as last revised June 17, 1990; and being shown on a supplemental plan titled "Lots 4, 5 & 6, Bodenstein Commons" prepared by Herbert H. Metz, Inc., dated September 28, 1992, as last revised December 18, 1992 and being more fully described as follows:

BEGINNING at a point on the southwest sideline of Prospect Avenue (50 feet wide) said point being located the following two (2) courses from a point said point being the southwesterlymost end of a 15 foot wide radial corner formed by the intersection of the southeast sideline of Madison Avenue (50 feet wide) and southwest sideline of Prospect Avenue (50 feet wide) aforesaid: (1) extending along a line curving to the right in a southeasterly direction having a radius of 15.00 feet for an arc distance of 23.56 feet to a point of tangency; (2) South $52^{\circ} 30' 00''$ East, 202.50 feet to the point of beginning; thence, from the said beginning point and extending along the aforesaid sideline of Prospect Avenue along a line curving to the left in a southeasterly direction having a radius of 308.50 feet for an arc distance of 76.05 feet to a point; thence, extending along the northwest line of lands of Lot 8; South $42^{\circ} 17' 00''$ West, 9.36 feet to a point; thence, extending along the northeast line of lands of Upper Dublin Township; North $52^{\circ} 30' 00''$ West, 74.50 feet to the point of beginning.



Stout, Tacconelli & Associates, Inc.

1744 Sunnyside Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-3146
Fax (215) 855-5686

October 5, 1994

DEED OF DEDICATION
(PROSPECT AVENUE)
PROJECT #2305

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as Prospect Avenue on a subdivision plan of Bodenstein Commons by Perry J. Stutman & Associates, dated July 15, 1989 as last revised June 17, 1990 and being more fully described as follows:

BEGINNING at a point on the southeast sideline of Madison Avenue (50 feet wide) said point also being the northeasterly most end of a 15 foot wide radial corner formed by the intersection of the said sideline of Madison Avenue and the northeast sideline of Prospect Avenue (50 feet wide); thence, from the said beginning point extending along a line curving to the left in a southeasterly direction having a radius of 15.00 feet for an arc distance of 23.56 feet to a point on the northeast sideline of Prospect Avenue aforesaid; thence, extending along the said sideline the following three (3) courses: (1) South 52° 30' 00" East, 202.50 feet to a point of curvature; (2) extending along a line curving to the left in southeasterly direction having a radius of 258.50 feet for an arc distance of 109.19 feet to a point of curvature; (3) extending along a line curving to the left in a northeasterly direction having a radius of 40.00 feet for an arc distance of 35.89 feet to a point of reverse

Professional Engineering/Land Surveying

EXHIBIT "E"

curvature; thence, extending along the arc of a cul-de-sac, said cul-de-sac being the southeasterly most terminus of Prospect Avenue aforesaid, along a line curving to the right in a southwesterly direction having a radius of 50.00 feet for an arc distance of 232.81 feet to a point of reverse curvature on the southwest sideline of Prospect Avenue aforesaid; thence, extending along the said sideline the following three (3) courses: (1) extending along a line curving to the left in a northwesterly direction having a radius of 40.00 feet for an arc distance of 26.80 feet to a point of reverse curvature; (2) extending along a line curving to the right in a northwesterly direction having a radius of 308.50 feet for an arc distance of 146.47 feet to a point of tangency; (3) North $52^{\circ} 30' 00''$ West, 202.50 feet to a point of curvature; thence, extending along a line curving to the left in a northwesterly direction having a radius of 15.00 feet for an arc distance of 23.56 feet to a point on the southeast sideline of Madison Avenue aforesaid; thence, extending along the said sideline North $37^{\circ} 30' 00''$ East, 80.00 feet to the point of beginning.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1534

RESOLUTION IN HONOR OF BERNARD SPECTER

WHEREAS, Bernard Specter served as the Engineer of Upper Dublin Township from January 10, 1978 until his death on September 30, 1994; and

WHEREAS, he was a graduate of Central High School and Penn State University where he received his degree in Civil Engineering; and

WHEREAS, after the Korean War he served the United States by mapping and surveying the Philippines with the Army Corps of Engineers; and

WHEREAS, he was an engineer for more than thirty years registered in Pennsylvania, New Jersey and Delaware; and

WHEREAS, he was the President and Chief Executive Officer of Czop/Specter, Inc., a consulting, engineering and surveying company in Worcester; and

WHEREAS, he was a senior member of the American Society of Highway Engineers and a member of the Pennsylvania Association of Municipal Engineers and the Pennsylvania Society of Land Surveyors; and

WHEREAS, he applied his substantial technical expertise to guide the Township as it developed and to ensure the quality of public improvements therein; and

WHEREAS, he was appreciated and admired by Township Staff, Commissioners and Residents for his jovial personality, his sense of humor, his willingness to offer help, his capacity for caring and sharing, and his irrepressible interest in and concern for all mankind.

BE IT RESOLVED, that the Board of Commissioners enacts this Resolution to be recorded in the official Records of the Township of Upper Dublin as an expression of appreciation for his personal and professional contributions and support, and to honor the memory of Bernard Specter.

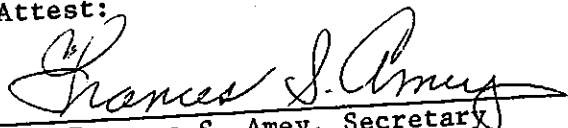
RESOLVED this 9th day of November 1994, at a public meeting of the Board of Commissioners.

Signed:



Richard R. Rulon, President

Attest:



Frances S. Amey, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1535

RESOLUTION IN HONOR OF RICHARD K. FOSTER

WHEREAS, Richard K. Foster was a resident of the Township of Upper Dublin; and

WHEREAS, he served the Township as a member of the Civil Service Commission; and

WHEREAS, on July 14, 1994, he came to the rescue of two young girls who were stranded near stone jetties by a strong undertow in Ocean City, New Jersey; and

WHEREAS, Richard K. Foster lost his life as a result of this heroic action on behalf of two strangers; and

WHEREAS, this unselfish and compassionate act was typical of this generous, open-hearted, kind and caring man.

BE IT RESOLVED, that in honor of his heroism and courage, the Board of Commissioners hereby enacts this Resolution to be recorded in the official Records of the Township of Upper Dublin as an expression of appreciation to Richard K. Foster.

RESOLVED this 9th day of November, 1994, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon, President
Board of Commissioners

ATTEST:

Frances S. Amey
Frances S. Amey, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1536

RESOLUTION IN HONOR OF ROBERT BUCK

WHEREAS, Robert Buck was certified as a food sanitarian and served the Township of Upper Dublin as the Health Enforcement Officer from January, 1980 to June, 1985; and

WHEREAS, Robert Buck was the Secretary of the Upper Dublin Township Board of Health from 1980 to 1985; and

WHEREAS, Robert Buck was then a member of the Upper Dublin Township Board of Health from 1985 to 1994; and

WHEREAS, Robert Buck was active as a volunteer in the Fort Washington Volunteer Fire Company for 25 years and served as the Treasurer of the Fort Washington Fire Company for 22 years; and

WHEREAS, Robert Buck was active with the local Boy Scout Explorers; and

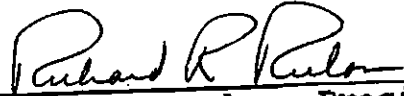
WHEREAS, through these and other outlets Robert Buck was an active, caring and generous citizen and an asset to the Township of Upper Dublin.

BE IT RESOLVED, that in appreciation for his contributions, support, and participation in the Upper Dublin Township community, the Board of Commissioners hereby enacts this Resolution to be recorded in the official Records of the Township of Upper Dublin to honor the career of Robert Buck.


RESOLVED, this 9th day of November, 1994 at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: _____


Richard R. Rulon, President
Board of Commissioners

ATTEST:


Frances S. Amey, Secretary

Resolution No. 1537

A resolution by the Upper Dublin Township Board of Commissioners adopting the 1994 Open Space and Environmental Resource Protection Plan as prepared by the Montgomery County Planning Commission.

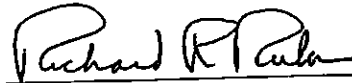
WHEREAS, the Upper Dublin Township Board of Commissioners desires to provide a long-range plan for acquisition, development and maintenance of open space and environmental resources within the community; and

WHEREAS, through the appointment and efforts of a citizen's task force, Township Department of Parks & Recreation staff and the professional planning staff of the Montgomery County Planning Commission, the *1994 Open Space and Environmental Resource Protection Plan* has been developed; and

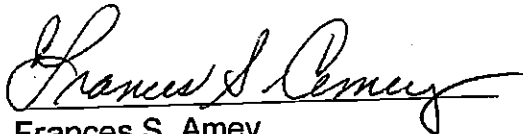
WHEREAS, this plan has been presented publicly and has been available for public review and comment;

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners hereby adopts the final draft of the *1994 Open Space and Environmental Resource Protection Plan* which includes a proposed Implementation Schedule that the Board of Commissioners views as a recommendation only.

Signed this 9th day of November A.D. 1994.



Richard R. Rulon, President
Upper Dublin Township
Board of Commissioners



Frances S. Amey
Township Secretary

RESOLUTION NO. 1538

A RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER, GREGORY N. KLEMICK, OR, THE PRESIDENT OF THE BOARD OF COMMISSIONERS, RICHARD R. RULON, TO EXECUTE THE PENNSYLVANIA LIQUOR CONTROL BOARD APPLICATION FOR RENEWAL OF THE MUNICIPAL GOLF COURSE LIQUOR LICENSE ASSIGNED TO TWINING VALLEY GOLF CLUB AND ANY OTHER ASSOCIATED PAPERS.

WHEREAS, it is the desire of the Township of Upper Dublin to be granted a renewal of its Municipal Golf Course Liquor License assigned to Twining Valley Golf Club;

THEREFORE, BE IT RESOLVED, that an application for said license to expire January 31, 1996 be filed with Pennsylvania Liquor Control Board and that Richard R. Rulon and/or Gregory N. Klemick are/is authorized to execute the necessary application and bond along with any other forms and papers required for renewal or change.

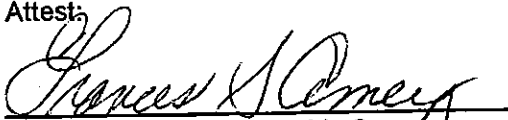
ADOPTED this 9th day of November 19 94.

Signed,



Richard R. Rulon, President
Board of Commissioners
Upper Dublin Township

Attest:



Frances S. Amey, Township Secretary

5 Year Agreement
Contract Form 18-K-244

August, 1993

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
WINTER TRAFFIC SERVICES

Agreement No. _____

THIS AGREEMENT, made and entered this _____ day of _____, 19____
by and between the Commonwealth of Pennsylvania acting through the
Department of Transportation, hereinafter called the COMMONWEALTH,

AND

the Township of Upper Dublin of
the Commonwealth of Pennsylvania, acting through its authorized
officials, hereinafter called the MUNICIPALITY;
WITNESSETH;

WHEREAS, certain public highways, including bridges with their
approaches, in the MUNICIPALITY have been adopted and taken over as
part of the State Highway System, to be constructed, improved and
maintained by the COMMONWEALTH, upon the terms and conditions and
subject to the limitations contained in the Act of May 29, 1945,
P.L. 1108; Act of June 1, 1945, P.L. 1242 and the Act of
September 18, 1961, P.L. 1389, as supplemented and amended; and

WHEREAS, the MUNICIPALITY has the equipment, materials, personnel
and procedures available and ready to perform snow and ice clearance
together with the application of anti-skid and/or de-icing materials
for certain State Highways, including bridges with their approaches,
within the MUNICIPALITY, in a prompt and efficient manner and has
signified its willingness to furnish these winter traffic services for
the COMMONWEALTH during the winter season(s) of 19____ ; 19____ ; 19____ ;
19____ ; and 19____ ; (the "winter season for the purpose of this Agreement,
be the period from November 1 to April 30 of each season) subject to
payment by the COMMONWEALTH to the MUNICIPALITY as hereinafter
provide; and

WHEREAS, the MUNICIPALITY shall conduct its winter traffic services in a manner satisfactory to the COMMONWEALTH, in order to facilitate the safe and unimpeded flow of vehicular traffic over said State Highways within the MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct the winter traffic services for and in the agreed amount during the term of this Agreement, regardless of the amount of work required.

NOW THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises hereinafter set forth, with the intention of being legally bound hereby, agree as follows:

1. The MUNICIPALITY shall, in accordance with all applicable PennDOT Specifications (Publication 408) and policies and procedures set forth in the PennDOT MORIS Highway Maintenance Foreman Manual (Publication 113) and the PennDOT Maintenance Manual (Publication 23), which all are incorporated herein by reference as though physically attached, undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for said State Highways, including bridges and their approaches, as indicated in Exhibit "A", attached hereto and made a part hereof, in a prompt and efficient manner, during the period from November 1 to April 30 of each season and shall conduct its winter traffic services, in such a manner as shall, in the judgement of the Secretary of Transportation of the COMMONWEALTH, facilitate the safe and unimpeded flow of vehicular traffic over the State Highways within the MUNICIPALITY.

2. In order to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction under the authority of 75 Pa. C.S. Section 4902, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse said bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile needed permit applications and obtain permits for each succeeding winter season for which this agreement is renewed. Failure to obtain such permits shall be grounds for termination of this agreement.

3. The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for the services contracted for in this Agreement, the total sum of the rate established for each particular season, payable on or before November 15th of each winter season. The MUNICIPALITY shall perform all services for this amount, regardless of the amount of work required. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work which exceed the contract amount.

4. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors are not to be considered employees of the COMMONWEALTH for any purpose under this Agreement. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent act of its employees and/or lessors or contractors of the MUNICIPALITY during the performance of, or resulting from the performance under this Agreement.

5. It is agreed by the parties hereto, that this Agreement shall be effective for the period commencing November 1, and shall terminate and end as of midnight on April 30th for each season, when all obligations hereunder shall cease and terminate.

6. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives.

7. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. In the event the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COMMONWEALTH in proportion to the period of the contract for which services were provided.

8. Attached to and included as part of this Agreement is the COMMONWEALTH provisions prohibiting discriminatory practices by the MUNICIPALITY (Exhibit "B"), the Contractor Integrity Provisions (Exhibit "C") and the Provisions Concerning the Americans with Disabilities Act (Exhibit "D").

9. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other debt of the MUNICIPALITY that is owed to the COMMONWEALTH and not being contested on appeal against any payments due the MUNICIPALITY under this or any other contract with the COMMONWEALTH.

10. If the MUNICIPALITY enters into any subcontracts under this contract with subcontractors who are currently suspended or debarred by the COMMONWEALTH or who become suspended or debarred by the COMMONWEALTH during the term of this contract or any extensions or renewals thereof, The COMMONWEALTH shall have the right to required the MUNICIPALITY to terminate such subcontracts.

11. The Agreement constitutes the entire Agreement between the parties. No amendment or modification of this Agreement shall be valid unless it is in writing and duly executed and approved by the parties.

12. This Agreement shall be automatically renewable for succeeding winter seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before September 15th of the winter season in question.

IN WITNESS WHEREOF, the parties here to have caused these presents to be executed, attested and sealed by their authorized officials, pursuant to due and legal action authorizing the same to be done, this day and year first above written.

ATTEST:

Signature _____ Date _____

Title
(SEAL)

ATTEST:

Francis Ramsey 11-10-94
Signature _____ Date _____

Secretary
Title
(SEAL)

APPROVED AS TO LEGALITY
AND FORM

Signature _____ Date _____

Chief Counsel
Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY
Signature _____ Date _____

Secretary of Transportation

Title

MUNICIPALITY Upper Dublin Twp.

Federal Identification
No. 23-6003042

By Richard R. Allen
Signature _____ Date _____

President Bd. of Commissioners
Title

RECORDED NO. _____
Certified Funds Available Under
Activity Program _____

SYMBOL _____

AMOUNT _____

BY
Signature _____ Date _____

Comptroller
Title

APPROVED FOR
OFFICE OF THE BUDGET

BY
Signature _____ Date _____

Comptroller
Title

Preapproved Form:

OGC No. 18-K-244

Appv'd OAG 08/02/93

"Contract No. _____, is split _____%, expenditure amount of _____ for Federal funds and _____%, expenditure amount of _____ for State funds. The related Federal Assistance program name and number is _____; _____ . The State Assistance program name and number is _____; _____."

COMMONWEALTH NONDISCRIMINATION CLAUSE
(All Contracts)



During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employe, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employes or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employes, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of non-compliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training pro-

gram or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employes.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

11-10-94

DATE

Upper Dublin Twp.
(FIRM NAME)
 BY Francis J. [Signature] Secretary
SIGNATURE AND TITLE

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a. **Confidential Information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

b. **Consent** means written permission signed by a duly authorized officer or employe of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

c. **Contractor** means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employes, and owners of more than a five percent interest.

d. **Financial Interest** means:

- (1) Ownership of more than a five percent interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employe, or the like, or holding any position of management

e. **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employe of the Commonwealth.

5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employe of the Commonwealth.

6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

- 10. The contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. §35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1. above.

EXHIBIT "D"

B RATE 474 C RATE 474 D RATE 474 E RATE 384

EXHIBIT A

MUNICIPALITY UPPER DUBLIN

PENNDOT AGREEMENT NO.

WINTER SEASON OF 1994-95

LR	MFC	LOCAL NAME	STATIONS FROM	TO	TRAVEL LANES	LENGTH MILES	RATE/LANE	TOTAL COST
198	B	WELSH RD.	40365	46265	2	1.117424	474	1059.32
198	B	WESLH RD	46265	61984	4	2.977083	474	5644.55
373	B	LIMEKILN PIKE	16674	41504	2	4.702652	474	4458.11
A3961	C	PENNA. AVE.	6234	14118	2	1.493182	474	1415.54
A3961	C	PENNA. AVE.	19129	21457	4	.4409091	474	835.96
46077	D	TENNIS AVE.	0	10561	2	2.000189	474	1896.18
46090	D	FORT WASHINGTON AV	4862	18298	2	2.544697	474	2412.37
46091	C	DRESHERTOWN RD.	0	8550	4	1.619318	474	3070.23
46092	D	FITZWATERTOWN RD.	0	8071	2	1.528598	474	1449.11
46101	C	SUSQUEHANNA RD	21843	38587	2	3.171212	474	3006.31
46101	C	SUSQUEHANNA RD	38587	39630	4	.1975379	474	374.53
46101	C	SUSQUEHANNA RD.	39630	43072	2	.6518939	474	618.00
46113	D	CAMPHILL RD.	7548	17021	2	1.794129	474	1700.83
46073	C	NORRISTOWN RD.	6909	13993	2	1.341667	474	1271.90
153	B	BETHLEHEM PIKE	19551	30027	3	1.984091	474	2821.38
A5463	C	JENKINTOWN RD.	14114	16098	2	.3757576	474	356.22

MILES 27.94 COST 32390.54
 B MILES 10.78
 C MILES 0.00

MUNICIPALITY UPPER DUBLIN

PENNDOT AGREEMENT NO. _____

WINTER SEASON OF 1994-95

LR	MFC	LOCAL NAME	STATIONS FROM	TO	TRAVEL LANES	LENGTH MILES	RATE/LANE	TOTAL COST
198	B	WELSH RD.	40365	46265	2	1.117424	474	1059.32
198	B	WESLH RD	46265	61984	4	2.977083	474	5644.55
373	B	LIMEKILN PIKE	16674	41504	2	4.702652	474	4458.11
A3961	C	PENNA. AVE.	6234	14118	2	1.493182	474	1415.54
A3961	C	PENNA. AVE.	19129	21457	4	.4409091	474	835.96
46077	D	TENNIS AVE.	0	10561	2	2.000189	474	1896.18
46090	D	FORT WASHINGTON AV	4862	18298	2	2.544697	474	2412.37
46091	C	DRESHERTOWN RD.	0	8550	4	1.619318	474	3070.23
46092	D	FITZWATERTOWN RD.	0	8071	2	1.528598	474	1449.11
46101	C	SUSQUEHANNA RD	21843	38587	2	3.171212	474	3006.31
46101	C	SUSQUEHANNA RD	38587	39630	4	.1975379	474	374.53
46101	C	SUSQUEHANNA RD.	39630	43072	2	.6518939	474	618.00
46113	D	CAMPHILL RD.	7548	17021	2	1.794129	474	1700.83
46073	C	NORRISTOWN RD.	6909	13993	2	1.341667	474	1271.90
153	B	BETHLEHEM PIKE	19551	30027	3	1.984091	474	2821.38
A5463	C	JENKINTOWN RD.	14114	16098	2	.3757576	474	356.22

MILES 27.94 COST 32390.54
 B MILES 10.78
 C MILES 9.29

B RATE 474 C RATE 474 D RATE 474 E RATE 384

EXHIBIT A

MUNICIPALITY UPPER DUBLIN

PENNDOT AGREEMENT NO.

WINTER SEASON OF 1994-95

LR	MFC.	LOCAL NAME	STATIONS FROM	TO	TRAVEL LANES	LENGTH MILES	RATE/LANE	TOTAL COST
198	B	WELSH RD.	40365	46265	2	1.117424	474	1059.32
198	B	WESLH RD	46265	61984	4	2.977083	474	5644.55
373	B	LIMEKILN PIKE	16674	41504	2	4.702652	474	4458.11
A3961	C	PENNA. AVE.	6234	14118	2	1.493182	474	1415.54
A3961	C	PENNA. AVE.	19129	21457	4	.4409091	474	835.96
46077	D	TENNIS AVE.	0	10561	2	2.000189	474	1896.18
46090	D	FORT WASHINGTON AV	4862	18298	2	2.544697	474	2412.37
46091	C	DRESHERTOWN RD.	0	8550	4	1.619318	474	3070.23
46092	D	FITZWATERTOWN RD.	0	8071	2	1.528598	474	1449.11
46101	C	SUSQUEHANNA RD	21843	38587	2	3.171212	474	3006.31
46101	C	SUSQUEHANNA RD	38587	39630	4	.1975379	474	374.53
46101	C	SUSQUEHANNA RD.	39630	43072	2	.6518939	474	618.00
46113	D	CAMPHILL RD.	7548	17021	2	1.794129	474	1700.83
46073	C	NORRISTOWN RD.	6909	13993	2	1.341667	474	1271.90
153	B	BETHLEHEM PIKE	19551	30027	3	1.984091	474	2821.38
A5463	C	JENKINTOWN RD.	14114	16098	2	.3757576	474	356.22

MILES 27.94 COST 32390.54
 B MILES 10.78
 C MILES 0.00

Resolution No. 1540

RESOLUTION TO ACCEPT
AMENDED DEEDS OF DEDICATION
FOR PUBLIC SANITARY SEWER EASEMENTS

WHEREAS, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN (hereinafter "Township") has received from WILLIAM R. and MARJORIE M. BERLINGHOF; FREDERICK B. and BRYNA S. BERMAN; ERIC M. and MADELINE L. SPECTER; and W. DOUGLAS and CAROLYN WALKLING; (hereinafter "Grantors") Amended Deeds of Dedication for public sanitary sewer easements on properties owned by Grantors, as more particularly described in Exhibits "A" through "D" respectively, attached hereto; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept the Amended Deeds of Dedication so that the said Sanitary Sewer Easements will be available for public use;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of TOWNSHIP OF UPPER DUBLIN does hereby resolve as follows:

1. That the Amended Deeds of Dedication offered to the Township as and for sanitary sewer easements extending across the properties of the Grantors as more particularly described in Exhibits "A" through "D" attached hereto, are hereby accepted.

2. The proper officers of the Township are authorized to record the Amended Deeds of Dedication in the Office of the Recorder of Deeds, Norristown, Pennsylvania.

RESOLVED, this 9th day of November, A.D., 1994.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon, President

Attest: Frances S. Amey
Frances S. Amey, Secretary

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby directs that a charge of 1.22% of each Police Officer's salary will be deducted in monthly installments during the calendar year 1994.

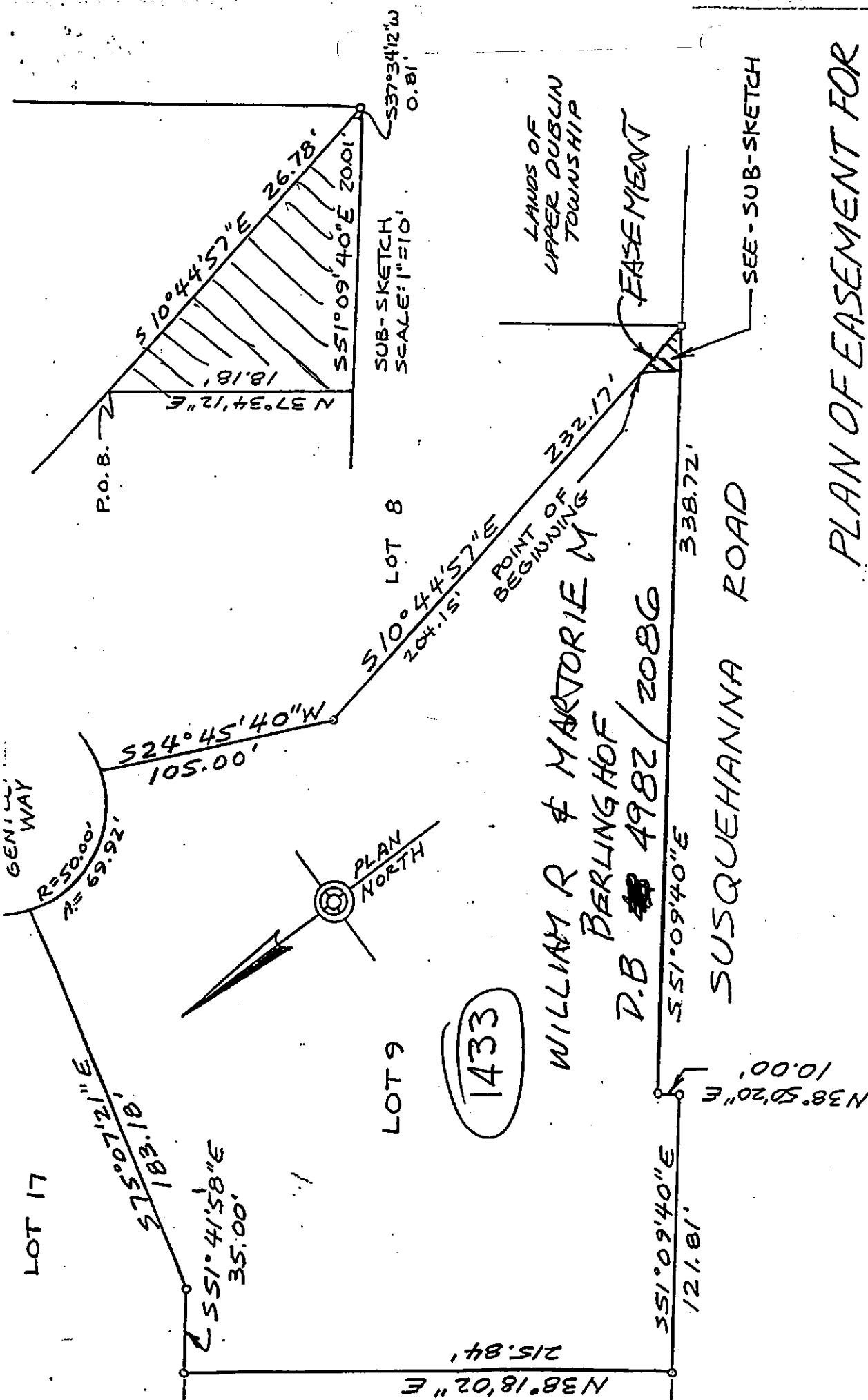
RESOLVED, this 9th day of November, 1994, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon, President

ATTEST

Frances S. Amey
Frances S. Amey, Secretary
h:\ud\gen\ppension.res



PLAN OF EASEMENT FOR
 SANITARY SEWER ON
 LANDS OF LOT 9, THE MEADOWS
 AT MONDAUK COMMON
 SITUATE IN
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY

NOTE: METES AND BOUNDS FOR LOT 9
 ARE AS SHOWN ON RECORD PLAN OF
 DIVISION OF BUTTONBOX FARMS
 BY STOOT-TACONELLI AND
 ASSOCIATES, RECORDED MONTGOMERY
 COUNTY PLAN BOOK A51, PAGE 471.
 THIS PLAN DOES NOT REPRESENT
 BOUNDARY SURVEY BY UPPER
 DUBLIN TOWNSHIP.

DEED DESCRIPTION

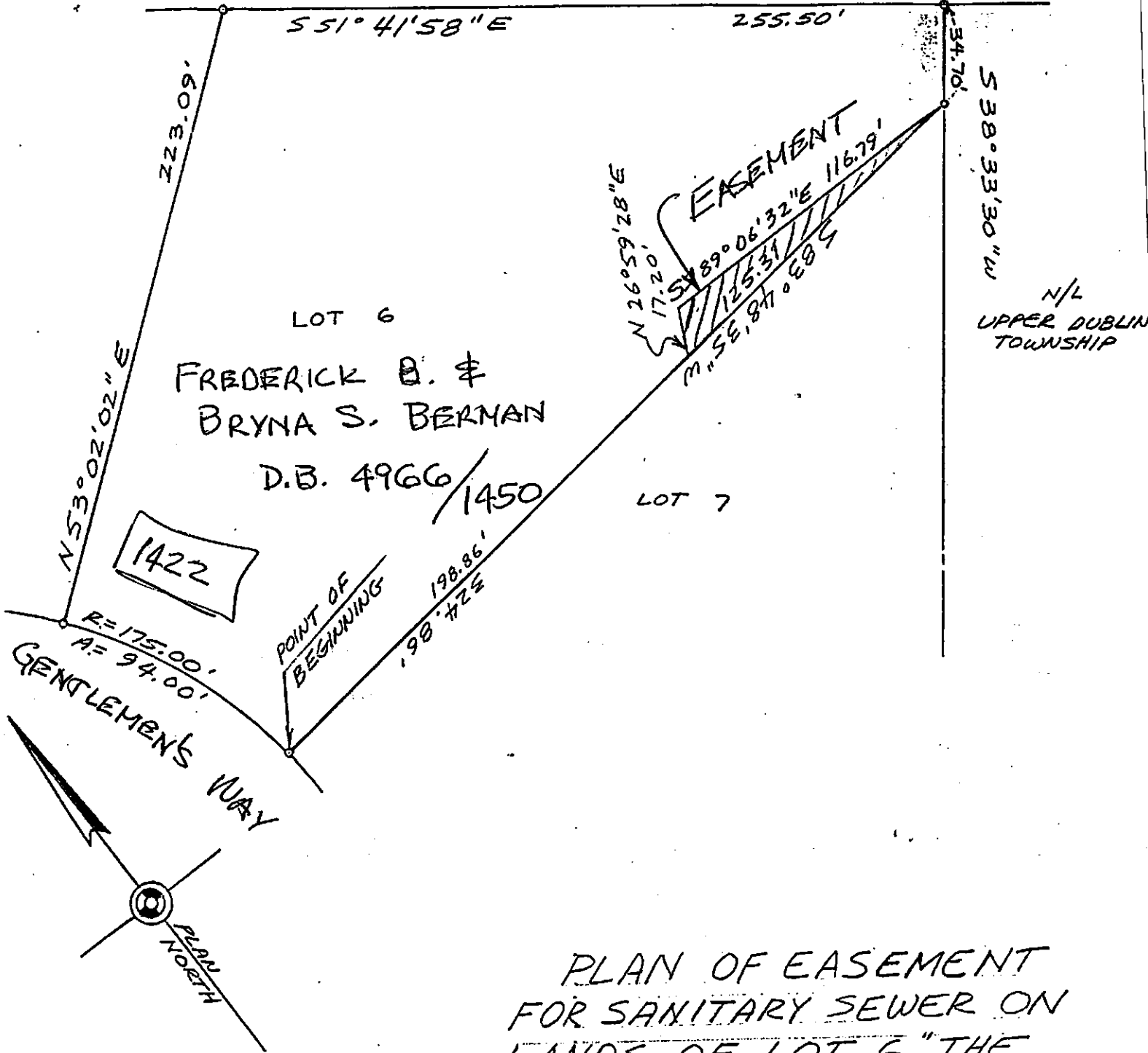
ALL THAT CERTAIN lot or strip of land known as "Easement for Sanitary Sewer on lands of Lot #9, The Meadows at Mondauk Common", as shown on plan of easement for sanitary sewer on lands of Lot 9, the Meadows at Mondauk Common, prepared by Upper Dublin Township, dated November 17, 1992, SITUATE in the Township of Upper Dublin, County of Montgomery, State of Pennsylvania, said easement being bound and described as follows to wit:

BEGINNING at a point on the common property line between lot 8 and lot 9 of the Meadows at Mondauk Common, said point being located the following two (2) courses and distances from the common property corner of the above on the Right-of-way of the Cul-de-sac terminus of Gentlemen's Way (50 feet wide), 1) South Twenty Four degrees Forty Five minutes Forty Seconds West ($S24^{\circ}45'40''W$) One Hundred and Five and no One Hundredths feet (105.00') to a point, 2) South Ten degrees Forty Four minutes Fifty Seven Seconds East ($S10^{\circ}44'57''E$) Two Hundred Four and Fifteen One Hundredths feet (204.15'); THENCE from said point of beginning along the same South Ten degrees Forty Four minutes Fifty Seven seconds East ($S10^{\circ}44'57''E$) Twenty Six and Seventy Eight One Hundredths feet (26.78') to a point, THENCE leaving the common line South Thirty Seven Degrees Thirty Four minutes Twelve Seconds West ($S37^{\circ}34'12''W$) zero and Eighty One One Hundredths feet (0.81') to a point on the Northwest side of Susquehanna Road, THENCE along the Northwest side of Susquehanna Road North Fifty One degrees Nine minutes Forty seconds West ($N51^{\circ}09'40''W$) Twenty and One One Hundredths feet (20.01') to a point, THENCE leaving the Northwest side of Susquehanna Road North Thirty Seven degrees Thirty Four minutes Twelve Seconds East ($N37^{\circ}34'12''E$) Eighteen and Eighteen One Hundredths feet (18.18') to the first mentioned point and place of beginning.

INTENDING to describe a 20 foot wide sewer easement on Lot 9, The Meadows at Mondauk Common, said easement being shown originally on Plan of Buttonbox Farms by Stout, Tacconelli and Associates recorded in Plan Book A-51, Page 471, said easement being shown incorrectly on the recorded plan shall be considered amended by this description and plat.

N/L
Pella Vecchia

N/L
Atkinson



PLAN OF EASEMENT
 FOR SANITARY SEWER ON
 LANDS OF LOT 6, "THE
 MEADOWS AT MONDAUK COMMON
 SITUATE IN
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY

NOTE: METES AND BOUNDS FOR
 LOT 6 ARE AS SHOWN ON RECORD
 PLAN OF SUBDIVISION OF
 SUITONBOX FARMS BY STOUT-
 ACCONELLI AND ASSOC., RECORDED
 IN PLAN BOOK A51, PAGE 471. THIS
 PLAN DOES NOT REPRESENT A
 BOUNDARY SURVEY BY UPPER

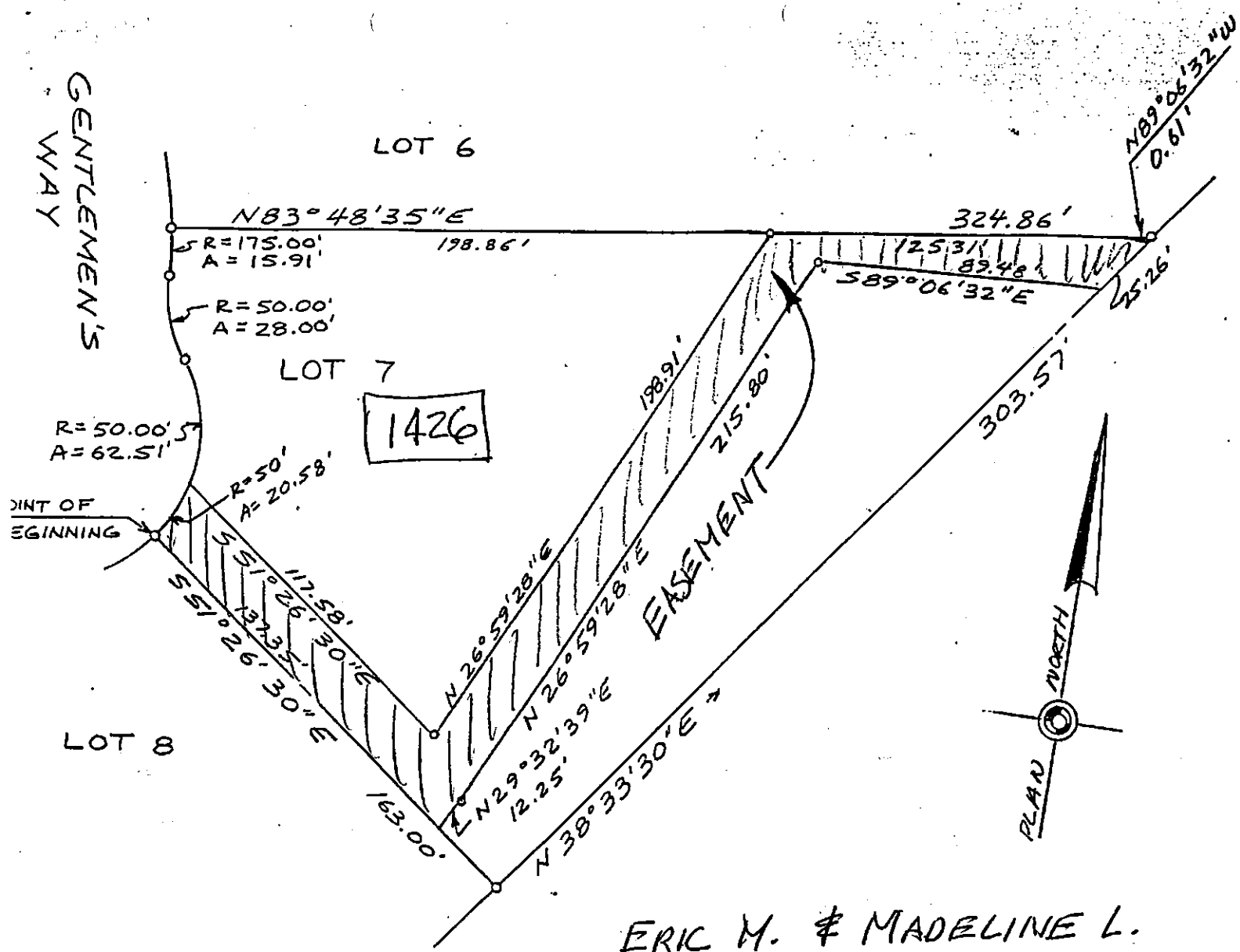
SCALE: 1"=50' DATE: 12/21/92

DEED DESCRIPTION

ALL THAT CERTAIN lot or strip of land known as easement for sanitary sewer on lands of Lot 6, The Meadows at Mondauk Common as shown on "Plan of Easement for Sanitary Sewer on Lands of Lot 6, The Meadows at Mondauk Common", prepared by Upper Dublin Township, dated December 21, 1992, SITUATE in the Township of Upper Dublin, Montgomery County, Pennsylvania, bound and described as follows to wit:

BEGINNING at a point, said point being located North Eighty three degrees, Forty eight minutes Thirty five seconds East (N83° 48'35"E) One Hundred Ninety Eight and Eighty six One Hundredths Feet (198.86') from a point on the Cul-de-sac terminus of Gentlemen's Way (50 feet wide), Said point being the common property corner of lots 6 and 7, THENCE from said point of beginning North Twenty six degrees Fifty nine minutes Twenty eight seconds East (N 26°59'28"E) Seventeen and Twenty One Hundredths feet (17.20') to a point, THENCE South Eighty nine degrees Six minutes Thirty two seconds East (S 89°06'32"E), One Hundred Sixteen and Seventy nine One Hundredths feet (116.79') to a point on the common line between lots 6 and 7, THENCE along the common line between lots 6 and 7 South Eighty three degrees, Forty eight minutes, Thirty five seconds West (S83°48'35"W) One Hundred Twenty five and Thirty one One Hundredths 125.31') feet to the first mentioned point and place of beginning.

INTENDING to describe a Twenty foot wide easement for sanitary sewer on lands of lot 6, The Meadows at Mondauk Common, said easement being shown incorrectly on the recorded plan of subdivision of Buttonbox Farms by Stout, Tacconelli and Associates; said plan being recorded in Montgomery County Plan Book A51, Page 471 shall be considered amended by this description and plat.



NOTE: METES AND BOUNDS FOR LOT 7 ARE AS SHOWN ON RECORD PLAN OF SUBDIVISION OF BUTTONBOX FARMS BY STOUT-TACCONNELLI AND ASSOC, RECORDED IN PLAN BOOK A51, PAGE 471. THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY BY UPPER DUBLIN TOWNSHIP.

ERIC M. & MADELINE L. SPECTER
 D.B. 4990/1282

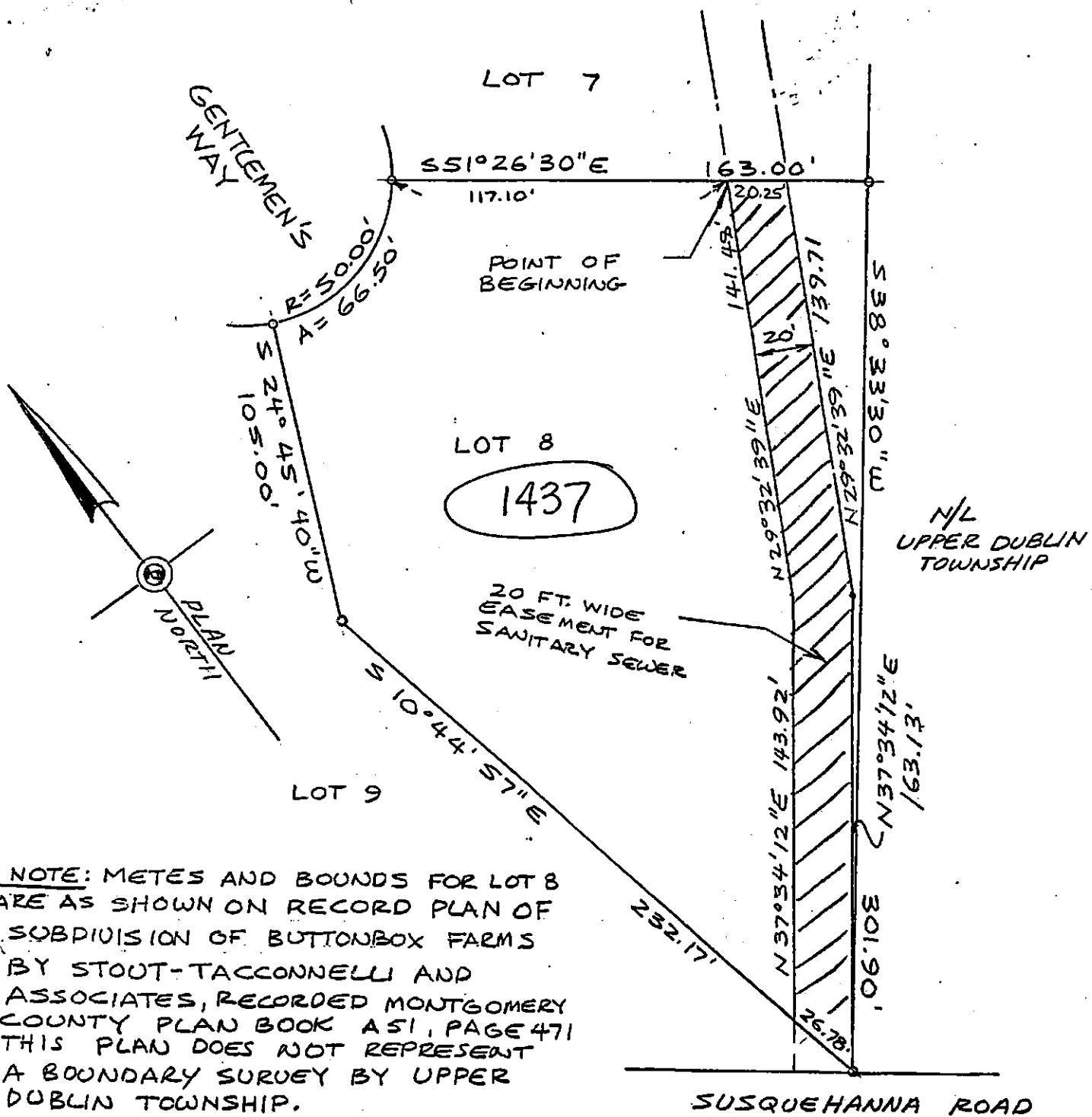
PLAN OF EASEMENT
FOR SANITARY SEWER
ON LANDS OF LOT 7, THE
MEADOWS AT MONDAUK COMMON
 SITUATE IN
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY
PENNSYLVANIA

DEED DESCRIPTION

ALL THAT CERTAIN lot or strip of land known as easement for sanitary sewer on lands of Lot 7, The Meadows at Mondauk Common as shown on "Plan of Easement for Sanitary Sewer on Lands of Lot 7, dated November 17, 1992, SITUATE in the Township of Upper Dublin, Montgomery County, Pennsylvania, bound and described as follows to wit:

BEGINNING at a point on the Right-of-way of the Cul-de-sac terminus of Gentlemen's Way (50 feet wide) said point being the common property corner on said Right-of-way between lots 7 and 8, THENCE from said point of beginning South Fifty One Degrees Twenty Six Minutes Thirty Seconds East ($S51^{\circ}26'30''E$) One Hundred Thirty Seven and Thirty Five One Hundredths feet (137.35') along the common property line between lots 7 and 8, THENCE leaving the common line North Twenty Nine Degrees Thirty Two Minutes Thirty Nine Seconds East ($N29^{\circ}32'39''E$) Twelve and Twenty five One Hundredths feet (12.25') to an angle point, THENCE along the same North Twenty Six Degrees Fifty Nine Minutes Twenty Eight Seconds East ($N26^{\circ}59'28''E$) Two Hundred Fifteen and Eighty One Hundredths feet (215.80') to an angle point, THENCE South Eighty Nine Degrees Six Minutes Thirty Two Seconds East ($S89^{\circ}06'32''E$) Eighty Nine and Forty Eight One Hundredths Feet (89.48') to a point, THENCE North Thirty Eight Degrees Thirty Three Minutes Thirty Seconds East ($N38^{\circ}33'30''E$) Twenty Five and Twenty six One Hundredths feet (25.26') to a point, THENCE North Eighty Nine degrees six minutes Thirty Two seconds West ($N89^{\circ}06'32''W$) zero feet and Sixty One One Hundredths feet (0.61') to a point, THENCE South Eighty Three degrees Forty Eight minutes Thirty Five seconds West ($S83^{\circ}48'35''W$) One Hundred Twenty Five and Thirty One One Hundredths Feet (125.31') to a point, THENCE along the same South Twenty Six Degrees Fifty Nine minutes Twenty Eight Seconds West ($S26^{\circ}59'28''W$) One Hundred Ninety Eight and Ninety One One Hundredths feet to an angle point, THENCE North Fifty One Degrees Twenty Six Minutes Thirty Seconds West ($N51^{\circ}26'30''W$) One Hundred Seventeen and Fifty Eight One Hundredths feet to a point on the Cul-de-sac terminus of Gentlemen's Way (50 feet wide), THENCE along the arc of a circle curving left, with a radius of Fifty Feet (50.00') the arc distance of Twenty and Fifty Eight One Hundredths (20.58') feet to the first mentioned point and place of beginning.

INTENDING to describe a Twenty foot wide easement for sanitary sewer on lands of lot 7, The Meadows at Mondauk Common, said easement being a combined easement for a new outfall pipe created by the subdivision with the existing sanitary sewer interceptor which traversed the original property, said original interceptor and easement having been shown incorrectly on the recorded plan of subdivision of Buttonbox Farms by Stout, Tacconelli and Associates; said plan being recorded in Montgomery County Plan Book A51, Page 471 shall be considered amended by this description and plat.



NOTE: METES AND BOUNDS FOR LOT 8 ARE AS SHOWN ON RECORD PLAN OF SUBDIVISION OF BUTTOXBOX FARMS BY STOUT-TACCONNELLI AND ASSOCIATES, RECORDED MONTGOMERY COUNTY PLAN BOOK A51, PAGE 471 THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY BY UPPER DUBLIN TOWNSHIP.

W. DOUGLAS & CAROLYN
P. WALKLING
D.B 4980/444

PLAN OF EASEMENT FOR
SANITARY SEWER ON
LANDS OF LOT 8, THE MEADOWS
AT MONDAUK COMMON

SITUATE IN
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY

DEED DESCRIPTION

ALL THAT CERTAIN lot or strip of land known as "Easement for Sanitary Sewer on lands of Lot #8, The Meadows at Mondauk Common", as shown on plan of Easement for Sanitary Sewer on Lands of Lot 8, The Meadows at Mondauk Common, prepared by Upper Dublin Township, dated November 17, 1992, SITUATE in the Township of Upper Dublin, County of Montgomery, State of Pennsylvania, said easement being bound and described as follows to wit:

BEGINNING at a point on the common property line between lot 7 and lot 8 of the Meadows at Mondauk Common, said point being located South Fifty One Degrees Twenty Six Minutes Thirty Seconds East (S 51 26'30"E) One Hundred Seventeen and Ten One Hundredths Feet (117.10') from the common property corner of the aforementioned lots 7 and 8 on the Right-of-way of the Cul-de-sac terminus of Gentlemen's Way (50 feet wide), THENCE from said point of beginning South Fifty One Degrees Twenty Six Minutes Thirty Seconds East (S 51 26'30"E) Twenty and Twenty Five One Hundredths feet (20.25') to a point, THENCE through lot 8 South Twenty Nine Degrees Thirty Two Minutes Thirty Nine Seconds West (S 29° 32'39"W) One Hundred Thirty Nine and Seventy One One Hundredths feet (139.71') to a point, THENCE South Thirty Seven Degrees Thirty Four Minutes Twelve Seconds West (S 37°34'12"W) One Hundred Sixty Three and Thirteen One Hundredths feet (163.13') to a point on the common property line between lot 8 and lot 9, THENCE along the common property line of lot #9, North Ten degrees Forty Four Minutes Fifty Seven Seconds West (N 10°44'57"W) Twenty Six and Seventy Eight One Hundredths feet (26.78') to a point also on the common line between this property and Lot 9, THENCE leaving the common property line, across this lot North Thirty Seven Degrees Thirty Four Minutes Twelve Seconds East (N 37°34'12"E) One Hundred Forty three and Ninety Two One Hundredths feet (143.92') to an angle point, THENCE North Twenty Nine Degrees Thirty Two Minutes Thirty Nine Seconds East (N 29°32'39"E) One Hundred Forty One and Forty Eight One Hundredths feet (141.48') to the first mentioned point and place of beginning.

INTENDING to describe a 20 foot wide sanitary sewer easement on Lot 8, The Meadows at Mondauk Common, said easement being shown originally on Plan of Buttonbox Farms by Stout, Tacconelli and Associates recorded in Plan Book A-51, Page 471, said easement being shown incorrectly on the recorded plan shall be considered amended by this description and plat.

UPPER DUBLIN TOWNSHIP

RESOLUTION NO. 1541

RESOLUTION TO REDUCE CONTRIBUTION TO POLICE PENSION PLAN FOR 1994

WHEREAS, the Act of May 29, 1956, P.L. 1804, as amended Act No. 600 of 1956; 53 P.S. §767 et. seq. provides that a municipality may establish a Police Pension Fund to be maintained by, among other sources, a charge against each member of the Police Department; and

WHEREAS, the Township of Upper Dublin has established the Upper Dublin Township Police Pension Plan pursuant to Ordinance No. 364 adopted on November 12, 1968 and codified in the Upper Dublin Township Code, Title 2, Administration, Chapter 8, Police Pension Plan; and

WHEREAS, Section 1.03 of the Police Pension Plan provides that each member shall contribute to the Plan monthly in an amount equal to 5% of the member's monthly compensation, and that all such contributions shall be deducted from members' salaries; and

WHEREAS, Act 600, 53 P.S. §772 provides that if an actuarial study shows that the condition of the Police Pension Fund is such that payments into the fund by members may be reduced below the minimum percentages prescribed, and that if such payments are reduced, contributions by the Township will not be required to keep the fund actuarially sound, the governing body may, on an annual basis, by ordinance or resolution, reduce payments into the fund by members; and

WHEREAS, the Township of Upper Dublin has been advised by its consulting actuaries that deductions from Police Officers' salaries for the year 1994 must equal or exceed the sum of \$19,317.94 which represents 1.22% of the Police Officers' salaries.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby directs that a charge of 1.22% of each Police Officer's salary will be deducted in monthly installments during the calendar year 1994.

RESOLVED, this 9th day of November, 1994, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon, President

ATTEST

Frances S. Amey
Frances S. Amey, Secretary
h:\ud\gen\ppension.res

RESOLUTION NO. 1542

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 1995.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 1995 detailing the estimated amounts of money required for the specific purposes of the Upper Dublin Township government for the ensuing fiscal year including estimated receipts, expenditures and appropriations, and,

WHEREAS, the proposed 1995 budget was advertised as required by law and presented at public workshops on November 9th and November 15th, 1994, and,

WHEREAS, amendments were made to the proposed budget during the public budget hearings legally advertised and held on November 22nd, November 29th and December 6th, 1994,


WHEREAS, the proposed budget as amended will take effect on January 1, 1995;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, detailed in the attached exhibit, for 1995.

ADOPTED this 13th day of December, 1994, A.D.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
Richard R. Rulon, President

ATTEST: 
Frances S. Amey, Secretary

RESOLUTION NO. 1543

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

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

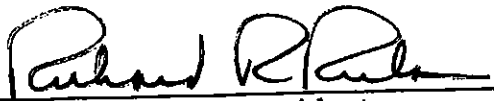
WHEREAS, Tori Ilysse Development Co. has proposed the development of a parcel of land identified as Dresher Woods, and described in the attached Sewage Facilities Planning Module, and proposes that such subdivision be served by sewer tap-ins, sewer extension.

WHEREAS, Upper Dublin Township finds that the subdivision described in the attached Sewage Facilities Planning Module conforms to applicable zoning and other municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

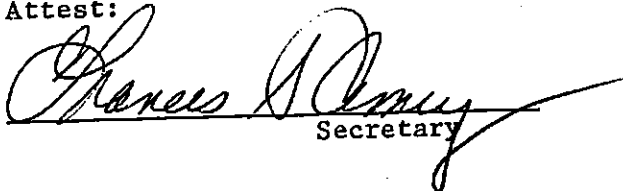
ADOPTED this 13th day of December, 1994.

By:



President

Attest:



Secretary

RESOLUTION NO. 1544

A resolution by the Upper Dublin Township Board of Commissioners certifying the completion of improvements to the Fort Washington Ave. Fields Complex, "Fields of Dreams," portion of the RIRA-PRD-7-80 (two sites) in accordance with the terms and conditions of the RIRA Grant Contract.

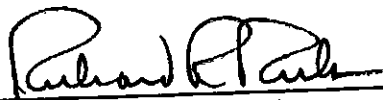
WHEREAS, in 1992 & 1993, Upper Dublin Township entered into written agreements with the Commonwealth of Pennsylvania's Department of Community Affairs for the purposes of completing park renovation projects eligible for Recreational Improvement and Rehabilitation Act (RIRA) funding; and,

WHEREAS, the second of two sites, specific improvements to the Fort Washington Ave. Fields Complex ("Fields of Dreams"), has been completed in accordance with the plans and specifications originally set forth by the Upper Dublin School District and agreed to by Upper Dublin Township; and

WHEREAS, as required under the RIRA legislation, the Township and School District, by written Lease Agreement, Maintenance and Operation Agreement and Administrative Services Agreement; have agreed to a variety of terms including long-term maintenance and ongoing community use of the improvements;

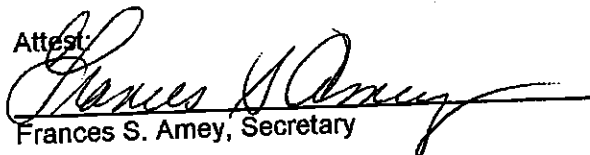
NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners (1) accept and support the resolution of the School District of Upper Dublin stating that the project was completed and will be maintained in accordance with all Grant Contract and RIRA legislative stipulations; and (2) that the Township will authorize staff to submit necessary documentation to the Department of Community Affairs for project reimbursement.

SIGNED this 13th day of December 1994.



Richard R. Rulon, President
Upper Dublin Township
Board of Commissioners

Attest:



Frances S. Amey, Secretary

RESOLUTION NO. 1545

A RESOLUTION TO PROVIDE FOR THE IMPOSITION OF FEES FOR THE REVIEW OF LAND DEVELOPMENT PLANS.

WHEREAS, on November 29, 1988, the General Assembly of the Commonwealth of Pennsylvania re-enacted the Pennsylvania Municipalities Planning Code, adopting certain amendments thereto, one of which gives the power to a municipality to establish engineering fees to be charged to applicants for reviews of Subdivision and Land Development Plans; and

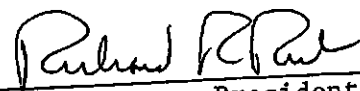
WHEREAS, the Act permits the fees to be based upon a schedule established by resolution;

NOW, THEREFORE, BE IT RESOLVED that there shall be charges for engineering services, inspections and other duties performed by the Township Engineer, for the year 1995 at the following rates:

Professional Engineer	\$72.00/hour
Project Engineer	\$68.00/hour
Engineer	\$60.00/hour
Chief of Surveys	\$50.00/hour
Senior Designer	\$50.00/hour
Designer	\$46.00/hour
Grading Inspector	\$46.00/hour
Technician	\$42.00/hour
Draftsman	\$35.00/hour
Chief Construction Inspector	\$45.00/hour
Construction Inspector	\$38.00/hour
Survey Crew (3-man)	\$100.00/hour (4 hr. min.)
Survey Crew (2-man)	75.00/hour (4 hr. min.)

ADOPTED this 10th day of January, 1995.

Signed:



President

Attest:



Secretary

Mc

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1546

RESOLUTION TO RESTRICT PARKING ON HIGHLAND AVENUE

WHEREAS, in response to safety concerns brought to its attention, The Upper Dublin Township Police Department has recently monitored the vicinity surrounding the Fort Washington Elementary School including Highland Avenue and Fort Washington Avenue during school dismissal time; and

WHEREAS, the Upper Dublin Township Police Department has determined that the increase in vehicular and pedestrian traffic during school dismissal presents a safety hazard for the Fort Washington Elementary School children, other pedestrians, and vehicular traffic in the school vicinity; and

WHEREAS, the Upper Dublin Township Police Department has recommended that a "No Parking Here to Corner" sign be posted on the North side of Highland Avenue approximately 30 feet from Fort Washington Avenue, between Route 309 and Fort Washington Avenue.

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby directs the Township Public Works Department to install a "No Parking Here to Corner" sign along the North side of Highland Avenue approximately 30 feet from Ft. Washington Avenue, between Route 309 and Fort Washington Avenue.

RESOLVED, this 10th day of January, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: Richard R. Rulon
Richard R. Rulon, President

ATTEST:
Frances S. Amey
Frances S. Amey, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1547

RESOLUTION TO APPOINT A COMMITTEE ON BUILDING CODE

WHEREAS, the Code of the Township of Upper Dublin, Chapter 73 thereof, entitled Building Construction, section 121.2 entitled Committee on Building Code, provides that the Board of Commissioners of the Township shall appoint a Committee on Building Code; and

WHEREAS, said Committee is to serve at the will of the Board of Commissioners; and


WHEREAS, it shall be the duty of said Committee to review the Township Building Code and to make such recommendation to the Commissioners as the Committee deems necessary;

BE IT RESOLVED, that the Board of Commissioners of the Township of Upper Dublin hereby appoints the Public Safety, Works and Services Committee of the Board of Commissioners to serve as the Committee on Building Code.

RESOLVED, this 14th day of February, 1995 at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: _____


Richard R. Rulon, President
Board of Commissioners

ATTEST:


Frances S. Amey, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1548

RESOLUTION IN RECOGNITION OF THE
FORT WASHINGTON OFFICE CENTER ADVISORY COUNCIL

WHEREAS, the Board of Commissioners finds that the stability and success of the Fort Washington Office Center located in the Office Center Park of the Township of Upper Dublin is in the best interest of the Township and its residents; and


WHEREAS, a volunteer alliance of business owners, corporate executives, property owners, and leaders of professional organizations interested in revitalizing and enhancing the marketing appeal of the Fort Washington Office Center has formed under the name of the "Fort Washington Office Center Advisory Council" ("FWOCAC"); and

WHEREAS, the FWOCAC desires to work in cooperation with the Township of Upper Dublin to enhance the image and the marketability of the Fort Washington Office Center;

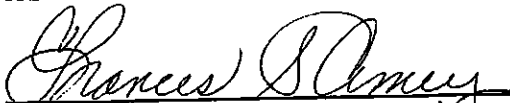
BE IT RESOLVED, that the Board of Commissioners of the Township of Upper Dublin hereby recognizes the formation of the Fort Washington Office Center Advisory Council and welcomes input from the Council on matters concerning the Fort Washington Office Center.

RESOLVED, this 14th day of February, 1995 at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President
Board of Commissioners

ATTEST:


Frances S. Amey, Secretary

RESOLUTION NO. 1549

WHEREAS, the Board of Commissioners of Upper Dublin Township has reviewed information pertaining to the flood protection program of the Department of Environmental Resources and due to the existing conditions in the community, requests a study of a joint project involving the cooperation of the Township of Upper Dublin and the Department of Environmental Resources; and

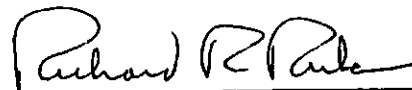
WHEREAS, the Township of Upper Dublin agrees to aid in the study by performing any or all of the following listed work items:

1. Conduct a flood damage inventory under the guidance of the Department.
2. Assemble mapping on underground utilities, sewers, etc., and property boundary maps as required.
3. Request a list of all utilities in the community in accordance with Act 287.
4. Provide easements for subsurface exploratory contracts and topographic survey by the Department.
5. Agree to hold and save the Commonwealth and the Department of Environmental Resources free from damages to property, crops, or loss of land use, due to subsurface exploratory or survey work.

NOW, THEREFORE, in consideration of the aforementioned conditions, the Commissioners of Upper Dublin Township do hereby resolve to sponsor a flood protection project study at a cost not to exceed \$1,000 on the Sandy Run Creek in Upper Dublin Township. Upon reviewing the results of the study, the Commissioners of Upper Dublin may elect to accept, defer, or refuse sponsorship of a flood protection project.


ADOPTED this 14th day of February, 1995.

Signed:



Richard R. Rulon, President

Attest:



Frances S. Amey, Secretary

RESOLUTION NO. 1550

RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR PUBLIC STREETS, STORM SEWER EASEMENTS,
SANITARY SEWER EASEMENTS, SIDEWALK EASEMENTS,
AND PUMPING STATION EASEMENT
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"MEADOWVIEW ESTATES"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from CATHLIN CORPORATION (hereinafter "Grantor") Deeds of Dedication for public streets (hereinafter together "Streets"), more fully described in Exhibits attached hereto, identified and to be known as follows:

A Portion of Welsh Road
A Portion of Butler Pike
A Portion of Norristown Road
Primrose Lane, a Cul-De-Sac
Larkspur Lane, a Cul-De-Sac Street
Dogwood Drive (50 feet wide) from Butler Pike to Hood Lane
Hood Lane
Dogwood Drive, Cul-De-Sac Portion

and;

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for storm sewer easements (hereinafter "Storm Sewer"), more fully described in Exhibits attached hereto, identified and known as follows:

Storm Sewer Easement through Lots 25, 26, 27, 28, 29, 30 and
31
Storm Sewer Easement through Lot 125
Storm Sewer Easement "C"
Storm Sewer Easement "D"
Storm Sewer Easement from Welsh Road to Basin No. 2
Storm Sewer Easement from Welsh Road to Basin No. 1
Storm Sewer Easement from Primrose Lane to Basin No. 3
Storm Sewer Easement from Hood Lane to Basin No. 2 through Lot
86
Storm Sewer Easement through Lots 52 and 53
Storm Sewer Easement through Lots 65 and 66

and;

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for sanitary sewer easements (hereinafter "Sanitary Sewer"), more fully described in Exhibits attached hereto, identified and known as follows:

Sanitary Sewer Easement from Pumping Station to Dogwood Drive
Sanitary Sewer Easement "B"

Sanitary Sewer Easement "C"
Sanitary Sewer Easement through Lots 29, 30, 31 and 32
Sanitary Sewer Easement from Hood Lane to Dogwood Drive
through Lots 62, 63, 64, 65, 66, 67, 79 and 80

and;

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for sidewalk easements (hereinafter "Sidewalks"), more fully described in Exhibits attached hereto, identified and known as follows:

Lot 1
Lots 21 - 25 inclusive
Lots 110, 111, 112

and;

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor one Deed of Dedication each for a pumping station easement (hereinafter "Pumping Station"), more fully described in Exhibit attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Streets, Storm Sewer, Sanitary Sewer, Sidewalks and Pumping Station, which Subdivision Plan was prepared by Robert E. Blue, Consulting Engineers, Plan No. 411-15, dated February 14, 1991, as last revised December 12, 1991, and recorded on January 6, 1992, in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A53, pages 153 and 154, which plan was replaced by plan dated January 9, 1992, with last revision date May 18, 1992, and recorded on June 12, 1992, in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A53, pages 298, 299, 318 and 319, to reflect lot line changes, but no changes to the public improvements (hereinafter together the "Plan"); and

WHEREAS, Owner then filed a subdivision plan prepared by Robert E. Blue, Consulting Engineers, Plan No. 411-18, dated September 4, 1992, as last revised September 9, 1993, and recorded on March 1, 1994, in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A54, page 417 (hereinafter together with the Plan, the "Recorded Plan"); and

WHEREAS, Grantor has heretofore improved the Streets, Storm Sewer, Sanitary Sewer, Sidewalks and Pumping Station according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Streets, Storm Sewer, Sanitary Sewer, Sidewalks and Pumping Station will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Streets, Storm Sewer, Sanitary Sewer, Sidewalks and Pumping Station more fully described in Exhibits attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this Subdivision Project;
- C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated December 11, 1991, covering the cost of the required improvements and professional fees;
- D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution.
- E. Proof to the satisfaction of the Township Engineer that (1) excess topsoil has been removed from site along Norristown Road, (2) the area has been graded, raked and seeded, (3) the required trees have been planted, and (4) the sidewalk has been poured, by June 30, 1995.

All payments and documentation shall be to the satisfaction of the Township Solicitor.

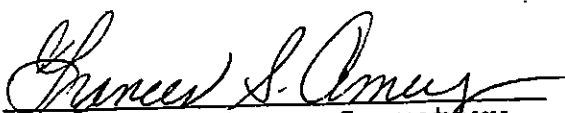
2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

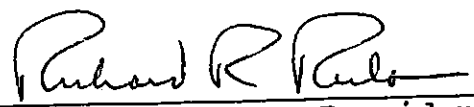
3. The public streets, as described in the attached Exhibits shall hereafter be designated on the official map of streets in the Township as public streets.

RESOLVED, this 11th day of April, 1995.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Frances S. Amey, Secretary

By: 
Richard R. Rulon, President



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

March 3, 1995

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

Description Of The Area Between The Legal And
Ultimate Right-Of-Way of Welsh Road

Project 411-15X

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of "Hedlowview Estates," prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C., of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at an iron pin, set at the base of a tree, on the westerly ultimate right-of-way line of Welsh Road (50.00 feet from center), a common corner with lands now or formerly of ACME Markets,

Thence along the said ultimate right-of-way line, North 45 degrees, 21 minutes, 10 seconds West, a distance of 1,083.82 feet to a point on the legal right-of-way line of Butler Pike (27.50 feet from centerline).

Thence along said legal right-of-way line, North 43 degrees, 38 minutes, 30 seconds East, a distance of 30.00 feet to the legal right-of-way line of Welsh Road (20.00 feet from center).

Thence along said legal right-of-way of Welsh Road, South 45 degrees, 21 minutes, 10 seconds East, a distance of 1,083.99 feet to a point,

Thence South 43 degrees, 57 minutes, 30 seconds West, a distance of 30.00 feet to an iron pin, said pin being the point and place of beginning.

CONTAINING 32,517.1 square feet, or 0.7465 acres more or less.

3mvwelsh

MAR- 7-95 TUE 17:49 ROBERT BLUE CONSULT E JR P.03



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

March 3, 1995

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

Description Of The Area Between The Legal And Ultimate Right-Of-Way of Butler Pike To Be Dedicated

Project 411-15X

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of "Meadowview Estates," prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C., of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a monument found on the ultimate right-of-way line of Butler Pike (40.00 feet from center), said monument being common with lands now or formerly of Charles J. and Anna C. Christie,

Thence North 28 degrees, 44 minutes, 17 seconds West, a distance of 13.12 feet to a point on the legal right-of-way line of said Butler Pike (27.60 feet from centerline),

Thence passing Dogwood Drive (50.00 feet wide), North 43 degrees, 38 minutes, 30 seconds East, a distance of 886.66 feet to a point, on the ultimate right-of-way line of Welsh Road (50.00 feet from centerline),

Thence along said ultimate right-of-way line, south 45 degrees, 21 minutes, 10 seconds East, a distance of 37.94 feet to an iron pin set,

Thence along the arc of a circle, having a radius of 26.00 feet, curving to the left, an arc length of 39.71 feet, a chord bearing of South 89 degrees, 08 minutes, 40 seconds West, a chord distance of 35.66 feet to a monument set on the ultimate right-of-way line of Butler Pike (40.00 feet from centerline),

Thence along said ultimate right-of-way line, passing Dogwood Drive, South 43 degrees, 38 minutes, 30 seconds West, a distance of 864.97 feet to a monument, said monument being the point and place of beginning.

CONTAINING 11,246.4 SQUARE FEET, OR 0.2582 ACRES, MORE OR LESS.

3mvtbutler

MAR- 7-95 TUE 17:50 ROBERT BLUE CONSULT ENGR P.04



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

March 3, 1995

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

Description Of The Area Between The Legal And
Ultimate Right-Of-Way of Norristown Road

Project 411-15X

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of "Meadowview Estates," prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C., of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a monument set on the northerly ultimate right-of-way line of Norristown Road (40.00 feet from center), and a common corner of lands now or formerly of James C. Craig, Jr., and Mary Elizabeth Craig,

Thence crossing Hood Lane (50 00 feet wide), south 89 degrees, 02 minutes, 18 seconds East, a distance of 135.54 feet to a point,

Thence south 87 degrees, 29 minutes, 33 seconds East, a distance of 122.40 feet to a monument, set on a common line with lands now or formerly of ACME Markets,

Thence south 43 degrees, 57 minutes, 30 seconds West, a distance of 31.35 feet to a point on the legal right-of-way of said Norristown Road,

Thence along said legal right-of-way line, North 87 degrees, 29 minutes, 33 seconds West, a distance of 101.33 feet to a point,

Thence North 89 degrees, 02 minutes, 18 seconds West, a distance of 135.22 feet to a point,

Thence North 00 degrees, 57 minutes, 42 seconds East, a distance of 23.50 feet to a monument, said monument being the point and place of beginning.

CONTAINING 5,810.2 square feet, or 0.1334 acres, more or less.

3mynorristown



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

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

November 11, 1994

Description of Primrose Lane,
a Cul-de-Sac to be Dedicated
Project No. 411-15

ALL THAT CERTAIN PIECE, parcel or tract of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a drill hole set in sidewalk on the northerly right-of-way line of Hood Lane (50.00 feet wide),

Thence, along the arc of a circle having a radius of 15.00 feet, curving to the left an arc length of 23.56 feet to an iron pin set,

Thence, North 01 degree, 02 minutes, 30 seconds West, a distance of 90.00 feet to a monument set,

Thence, along the arc of a circle having a radius of 25.00 feet, curving to the left an arc length of 21.03 feet to an iron pin set,

Thence, along the arc of a circle having a radius of 50.00 feet, curving to the right an arc length of 241.19 feet to an iron pin set,

Thence, along the arc of a circle having a radius of 25.00 feet, curving to the left an arc length of 21.03 feet to an iron pin set,

Thence, South 01 degree, 02 minutes, 30 seconds East, a distance of 92.29 feet to an iron pin set,

Thence, along the arc of a circle having a radius of 15.00 feet, curving to the left an arc length of 21.23 feet, to a drill hole set in sidewalk on aforementioned right-of-way line,

Thence, along the arc of circle having a radius of 175.00 feet, curving to the left, an arc length of 27.23 feet, to a point of tangency,

Thence, North 88 degrees, 57 minutes, 30 seconds West, a distance of 50.55 feet to a drill hole set, said drill hole being the point and place of beginning.

Containing 13,698 sq. ft. or 0.31 acres, more or less.



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

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

November 11, 1994

Description of Larkspur Lane
Cul-de-Sac Street to be
Dedicated
Project No. 411-15

ALL THAT CERTAIN PIECE, parcel, or tract of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a point, a monument set, on the northwesterly right-of-way line of Hood Lane (50 feet wide),

Thence, along the arc of a circle having a radius of 15.00 feet, curving to the left an arc length of 23.56 feet to a monument set,

Thence, North 31 degrees, 02 minutes, 30 seconds West, a distance of 135.00 feet to a drill hole set in sidewalk,

Thence, along the arc of a circle having a radius of 50.00 feet, curving to the right an arc length of 218.62 feet to a P.K. nail set in a driveway,

Thence, along the arc of a circle having a radius of 25.00 feet, curving to the left an arc length of 30.77 feet to an iron pin set,

Thence, South 31 degrees, 02 minutes, 30 seconds East, a distance of 64.29 feet to an iron pin set,

Thence, along the arc of a circle having a radius of 15.00 feet curving to the left an arc length of 23.56 feet to an iron pin set on the aforementioned right-of-way line,

Thence, South 58 degrees, 57 minutes, 30 seconds West, a distance of 80.00 feet to a drill hole set, said drill hole being the point and place of beginning.

Containing 13,561.5 sq. ft. or 0.3113 acres, more or less.



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

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

November 11, 1994

Description of Dedication of
Dogwood Dr. (50 feet wide) from
Butler Pike to Hood Lane
Meadowview Estates
Project No. 411-15

ALL THAT CERTAIN PIECE, parcel or tract of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a monument set on the southeasterly ultimate right-of-way line (40.00 feet from center) of Butler Pike. Said point being southwest 850 +/- feet from Welsh Road,

Thence, along the arc of a circle having a radius of 25.00 feet curving to the left, having a chord bearing of South 1 degree, 12 minutes, 00 seconds East, an arc length of 39.13 feet to a drill hole set in sidewalk,

Thence, South 46 degrees, 02 minutes, 30 seconds East, a distance of 451.44 feet to an iron pin set,

Thence, along the arc of a circle having a radius of 125.00 feet, curving to the left an arc length of 98.17 feet to an iron pin set,

Thence, North 88 degrees, 57 minutes, 30 seconds East, a distance of 222.87 feet to an iron pin set,

Thence, along the arc of a circle having a radius of 15.00 feet, curving to the left, an arc distance of 23.56 feet to an iron pin set on the westerly right-of-way line of Hood Lane,

Thence, along said right-of-way, South 1 degree, 2 minutes, 30 seconds East, a distance of 80.00 feet to a monument set,

Thence, along the arc of a circle curving to the left, having a radius of 15.00 feet, a chord bearing of North 46 degrees, 2 minutes, 30 seconds West, an arc distance of 23.56 feet to a point,

Thence, South 88 degrees, 57 minutes, 30 seconds West, a distance of 222.87 feet to an iron pin set,



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

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

Description of Dedication of 2
Dogwood Dr. (50 feet wide) from
Butler Pike to Hood Lane
Meadowview Estates
Project No. 411-15

November 11, 1994

Thence, along the arc of a circle having a radius of 175.00 feet,
curving to the right, an arc length of 137.44 feet to an iron pin set,

Thence, North 46 degrees, 2 minutes, 30 seconds West, a distance of
450.89 feet to an iron pin set,

Thence, along the arc of circle curving to the left, having a
radius of 25.00 feet, an arc length of 39.41 feet to an iron pin set on
the aforementioned right-of-way line of Butler Pike,

Thence, along said right-of-way line, North 43 degrees, 38 minutes,
30 seconds East, a distance of 100.00 feet to a monument set, said
monument being the point and place of beginning.

Containing 41,957 sq. ft. or 0.9632 acres, more or less.

11dogwddrive



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

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

November 11, 1994
Revised December 30, 1994

Description of Hood Lane
to be Dedicated
Project No. 411-15

ALL THAT CERTAIN PIECE, parcel, or tract of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a monument set on the ultimate right-of-way line of Norristown Road, SR #2007, (40.00 feet from center), being approximately 1460 feet East of Butler Pike,

Thence, along the arc of a circle having a radius of 25.00 feet curving to the left an arc length of 39.27 feet to a monument set,

Thence, North 0 degrees, 57 minutes, 42 seconds East, a distance of 79.46 feet to a point,

Thence, along the arc of a circle having a radius of 175.00 feet curving to the right, an arc length of 177.14 feet to a monument set,

Thence, passing Larkspur Lane, North 58 degrees, 57 minutes, 30 seconds East, a distance of 141.63 feet to a P.K. nail, set in parking,

Thence, along the arc of a circle having a radius of 125.00 feet curving to the left an arc length of 32.72 feet to a P.K. nail set in parking,

Thence, North 43 degrees, 57 minutes, 30 seconds East, a distance of 223.12 feet to an iron pin set,

Thence, along the arc of a circle, having a radius of 125.00 feet curving to the left an arc length of 98.17 feet to P.K. nail set in parking,

Thence, crossing over Dogwood Drive, North 01 degree, 02 minutes, 30 seconds West, a distance of 401.76 feet to P.K. nail set in parking,

Thence, along the arc of a circle having a radius of 125.00 feet curving to the left an arc length of 196.35 feet to an iron pin set,



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

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

Description of Hood Lane
to be Dedicated
Project No. 411-15

2

November 11, 1994
Revised December 30, 1994

Thence, South 88 degrees, 57 minutes, 30 seconds West, a distance of 117.05 feet to an iron pin set,

Thence, along the arc of a circle, having a radius of 125.00 feet curving to the left an arc length of 98.17 feet to an iron pin set,

Thence, South 43 degrees, 57 minutes, 30 seconds West, a distance of 205.25 feet to an iron pin set,

Thence, along the arc of a circle having a radius of 15.00 feet, curving to the left an arc length of 23.56 feet to an iron pin set on the northeasterly right-of-way line of Dogwood Drive (50 feet wide),

Thence, North 46 degrees, 02 minutes, 30 seconds West, a distance of 80.00 feet to a monument set,

Thence, along the arc of a circle having a radius of 15.00 feet, a chord bearing of North 88 degrees, 57 minutes, 30 seconds East, curving to the left an arc length of 23.56 feet to a monument set,

Thence, North 43 degrees, 57 minutes, 30 seconds East, a distance of 205.25 feet to a P.K. nail set,

Thence, along the arc of a circle having a radius of 175.00 feet, curving to the right a distance of 137.44 feet to a P.K. nail set in parking,

Thence, North 88 degrees, 57 minutes, 30 seconds East, a distance of 117.05 feet to a drill hole set in sidewalk,

Thence, along the arc of a circle having a radius of 175.00 feet, curving to the right an arc length of 274.89 feet to an iron pin set,

Thence, passing Dogwood Drive, South 01 degree, 02 minutes, 30 seconds East, a distance of 401.76 feet to a P.K. nail set in parking,



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

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

Description of Hood Lane
to be Dedicated
Project No. 411-15

3

November 11, 1994
Revised December 30, 1994

Thence, along the arc of a circle having a radius of 175.00 feet, curving to the right an arc length of 137.44 feet to an iron pin set,

Thence, South 43 degrees, 57 minutes, 30 seconds West, a distance of 223.12 feet to an iron pin set,

Thence, along the arc of a circle having a radius of 175.00 feet, curving to the right an arc length of 45.81 feet to an iron pin set,

Thence, South 58 degrees, 57 minutes, 30 seconds West, a distance of 141.63 feet to a point,

Thence, along the arc of a circle having a radius of 125.00 feet, curving to the left an arc length of 126.53 feet to a drill hole set in sidewalk,

Thence, South 0 degrees, 57 minutes, 42 seconds West, a distance of 80.11 feet to a point,

Thence, along the arc of a circle having a radius of 25.00 feet curving to the left an arc length of 38.60 feet to an iron pin set on the aforementioned ultimate right-of-way line of Norristown Road,

Thence, along said line the following two (2) courses and distances:

- 1) North 87 degrees, 29 minutes, 33 seconds West, a distance of 24.36 feet to a point,
- 2) North 89 degrees, 02 minutes, 18 seconds West, a distance of 75.54 feet to a monument, said monument being the point and place of beginning.

Containing 2.15 acres, more or less.



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

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

November 11, 1994

Description of Dogwood Dr.
Cul-de-Sac Portion to be
Dedicated
Project No. 411-15

ALL THAT CERTAIN PIECE, parcel or tract of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at an iron pin set on the easterly right-of-way of Hood Lane (50 feet wide),

Thence, along the arc of a circle curving to the left, having a radius of 15.00 feet, an arc length of 23.56 feet to an iron pin set,

Thence, North 88 degrees, 57 minutes, 30 seconds East, a distance of 72.87 feet to a P.K. nail set in parking area,

Thence, along the arc of a circle having a radius of 125.00 feet, curving to the left, an arc length of 98.17 feet to a P.K. nail set in an edge of driveway,

Thence, North 43 degrees, 57 minutes, 30 seconds East, a distance of 67.16 feet to an iron pin set,

Thence, along the arc of a circle having a radius of 25.00 feet, curving to the left, an arc length of 30.77 feet to a P.K. nail set in a driveway,

Thence, along the arc of a circle having a radius of 50.00 feet, curving to the right, an arc length of 218.63 feet to a P.K. nail set in a driveway,

Thence, South 43 degrees, 57 minutes, 30 seconds West, a distance of 137.86 feet to iron pin,

Thence, along the arc of a circle having a radius of 175.00 feet, curving to the right, an arc distance of 137.44 feet to an iron pin set,



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

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

Description of Dogwood Dr.
Cul-de-Sac Portion to be
Dedicated
Project No. 411-15

2

November 11, 1994

Thence, South 88 degrees, 57 minutes, 30 seconds West, a distance of 72.87 feet to an iron pin set,

Thence, along the arc of a circle curving to the left, having a radius of 15.00 feet, an arc length of 23.56 feet to an iron pin set on the right-of-way line of aforementioned Hood Lane,

Thence, North 1 degree, 2 minutes, 30 seconds West, a distance of 80.00 feet to an iron pin set, said pin being the point and place of beginning.

Containing 15,384.8 sq. ft. or 0.3532 acres, more or less.

11dgwdculdesac



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

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

November 11, 1994

Description of Storm Sewer Easement
(20 feet wide) to be Dedicated
Project No. 411-15

ALL THAT CERTAIN PIECE, parcel, or tract of land situate in the Township of Upper Dublin, County of Montgomery, and Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a point on the easterly right-of-way line of Larkspur Lane, a Cul-de-Sac Street, said point being along the arc of a circle curving to the right having a radius of 50.00 feet an arc length of 20.35 feet from a drill hole set in sidewalk,

Thence, through Lot #25 of aforementioned subdivision South 86 degrees, 11 minutes, 04 seconds West, a distance of 111.98 feet to a point,

Thence, North 00 degrees, 25 minutes, 08 seconds West, a distance of 166.45 feet to a point,

Thence, North 59 degrees, 01 minute, 56 seconds West, a distance of 182.41 feet to a P.K. nail set in parking,

Thence, along the arc of a non-tangent circle having a radius of 175.00 feet, a chord bearing of South 67 degrees, 44 minutes, 08 seconds East, curving to the right an arc length of 35.00 feet to a point,

Thence, South 16 degrees, 32 minutes, 06 seconds West, a distance of 25.00 feet to a point,

Thence, North 74 degrees, 8 minutes, 59 seconds West, a distance of 34.12 feet to a point,

Thence, South 50 degrees, 01 minute, 56 seconds West, a distance of 150.13 feet to a point,

Thence, South 0 degrees, 25 minutes, 08 seconds East, a distance of 136.46 feet to a point,

Thence, South 86 degrees, 11 minutes, 04 seconds East, a distance of 93.40 feet to the aforementioned right-of-way line,



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

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

November 22, 1994

Description Of A Storm Sewer Easement
To Be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a point, said point being South 88 degrees, 57 minutes, 30 seconds West, a distance of 26.00 feet from the common property corner of Lots #126 and #125 on the westerly right-of-way line of Hood Lane (50.00 feet wide),

Thence along said property line, South 88 degrees, 57 minutes, 30 seconds West, a distance of 22.72 feet to a point,

Thence North 27 degrees 17 minutes, 32 seconds East, a distance of 63.64 feet to a point on the aforementioned right-of-way line,

Thence along said right-of-way line, along the arc of a circle, having a radius of 125.00 feet, a chord bearing of South 27 degrees, 21 minutes, 14 seconds East, curving to the right, an arc length of 24.56 feet to a point,

Thence South 27 degrees, 17 minutes, 32 seconds West, a distance of 38.67 feet to a point, said point being the point and place of beginning.

CONTAINING 1,033.0 square feet, or 0.0237 acres, more or less.

11str6sw



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

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

November 22, 1994

Description of Storm Sewer Easement "C"
To Be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a Record Plan of Meadowview Estates, prepared for Cathlin Corporation by Robert E. Blue, Consulting Engineers, P.C., of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a point on the southeasterly right-of-way line of Butler Pike (40.00 feet from the centerline), said point being North 43 degrees; 38 minutes, 30 seconds East, a distance of 172.72 feet from a monument set on the return of Dogwood Drive,

Thence along said right-of-way line North 43 degrees, 38 minutes, 30 seconds East, a distance of 75.51 feet to a point,

Thence North 59 degrees, 00 minutes, 00 seconds East, a distance of 92.26 feet to a point,

Thence North 52 degrees, 22 minutes, 00 seconds East, a distance of 113.31 feet to a point,

Thence South 11 degrees, 09 minutes, 59 seconds East, a distance of 248.11 feet to a point on the northerly right-of-way line of Hood Lane (50.00 feet wide),

Thence along said right-of-way, along the arc of a circle, having a radius of 175.00 feet, a chord bearing of South 80 degrees, 52 minutes, 11 seconds West, curving to the left, an arc length of 20.02 feet to a point,

Thence North 11 degrees, 10 minutes, 23 seconds West, a distance of 126.06 feet to an iron pin set,

Thence North 11 degrees, 09 minutes, 25 seconds West, a distance of 87.70 feet to a point,



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

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

Description of Storm Sewer Easement "C" 2
To Be Dedicated - Project 411-15

November 22, 1994

Thence South 52 degrees, 22 minutes, 00 seconds West, a distance of 82.17 feet to a point,

Thence South 59 degrees, 00 minutes, 00 seconds West, a distance of 166.24 feet to a point, said point being the point and place of beginning.

CONTAINING 9,141.21 square feet or 0.2099 acres, more or less.



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

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

December 5, 1994
Revised December 30, 1994

Description of Storm Sewer Easement "D"
to be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P. C., of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a point on the northeasterly ultimate right-of-way line of Butler Pike (40.00 feet from centerline) said point being South 43 degrees, 38 minutes, 30 seconds West a distance of 50.00 feet from monument set on the southerly return at the intersection of Butler Pike and Welsh Road,

Thence, South 45 degrees, 21 minutes, 10 seconds East, a distance of 95.00 feet to a point,

Thence, South 43 degrees, 38 minutes, 30 seconds West, a distance of 20.00 feet to a point,

Thence, North 45 degrees, 21 minutes, 10 seconds West, a distance of 95.00 feet to a point on the northeasterly right-of-way line of Butler Pike,

Thence, alongside right-of-way North 43 degrees, 38 minutes, 30 seconds East, a distance of 20.00 feet to a point, said point being the point and place of beginning.

Containing 1899.7 sq. ft. or 0.0436 acres, more or less.

11ssesmtd



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

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

November 22, 1994
Revised December 30, 1994

Description Of A Storm Sewer Easement
To Be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P. C., of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a point on the south-westerly ultimate right-of-way line of Welsh Road (50.00 feet from the centerline), said point being South 45 degrees, 21 minutes, 10 seconds East, a distance of 285.63 feet from an iron pin set on the southerly return of Welsh Road and Butler Pike,

Thence along said right-of-way, South 45 degrees, 21 minutes, 10 seconds East, a distance of 20.31 feet to a point,

Thence South 43 degrees, 38 minutes, 50 seconds West, a distance of 46.47 feet to a point,

Thence North 55 degrees, 21 minutes, 10 seconds West, a distance of 20.00 feet to a point,

Thence North 43 degrees, 38 minutes, 50 seconds East, a distance of 50.00 feet to a point, said point being the point and place of beginning.

CONTAINING 964.73 square feet or 0.0221 acres, more or less.



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

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

November 22, 1994

Description Of A Storm Sewer Easement
To Be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a point on the southwesterly ultimate right-of-way line of Welsh Road (50.00 from the centerline), said point being South 45 degrees, 21 minutes, 10 seconds East, a distance of 538.63 feet from an iron pin set on the southerly return of Welsh Road and Butler Pike,

Thence along said right-of-way, South 45 degrees, 21 minutes, 10 seconds East, a distance of 21.03 feet to a point,

Thence South 26 degrees, 38 minutes, 50 seconds West, a distance of 43.50 feet to a point,

Thence North 63 degrees, 21 minutes, 10 seconds West, a distance of 20.00 feet to a point,

Thence North 26 degrees, 38 minutes, 50 seconds East, a distance of 50.00 feet to the point and place of beginning.

CONTAINING 935.02 square feet or 0.0215 acres, more or less.

11strmsw



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

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

November 22, 1994

Description Of A Storm Sewer Easement
To Be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at an iron pin on the northerly right-of-way line of Primrose Lane, a cul-de-sac street, said pin being a common corner with Lot #94,

Thence along said right-of-way line, along the arc of a circle, having a radius of 50.00 feet, a chord bearing of South 84 degrees, 12 minutes, 57 seconds West, curving to the left, an arc length of 20.36 feet to a point,

Thence North 14 degrees, 12 minutes, 16 seconds West, a distance of 32.00 feet to a point,

Thence North 75 degrees, 47 minutes, 44 seconds East, a distance of 20.00 feet to a point,

Thence South 14 degrees, 12 minutes, 16 seconds East, a distance of 34.96 feet to an iron pin, said pin being the point and place of beginning.

CONTAINING 655.66 square feet or 0.0151 acres, more or less.

11stm2swr



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

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

November 22, 1994

Description Of A Storm Sewer Easement
To Be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a point, a P.K. Nail set in parking, on the north-easterly right-of-way line of Hood Lane, said P.K. also being a common property corner of Lots #86 and #87,

Thence along said common line, North 44 degrees, 38 minutes, 50 seconds East, a distance of 146.81 feet to a point,

Thence South 45 degrees, 21 minutes, 10 seconds East, a distance of 20.00 feet to a point,

Thence South 44 degrees, 38 minutes, 50 seconds West, a distance of 141.40 feet to a point, on the aforementioned right-of-way line,

Thence along said right-of-way, along the arc of a circle having a radius of 175.00 feet, having a chord bearing of North 60 degrees, 29 minutes, 52 seconds West, curving to the left, an arc length of 20.73 feet to a P.K. Nail, said Nail being the point and place of beginning.

CONTAINING 2,877.92 square feet or 0.0661 acres, more or less.

11stm3sw



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

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

November 22, 1994

Description Of A Storm Sewer Easement
To Be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at an iron pin set on the south-easterly right-of-way line of Dogwood Drive (50.00 feet wide), said pin also being a common corner with Lots #53 and #52,

Thence along said right-of-way line, along the arc of a circle, having a radius of 175.00 feet, a chord bearing of North 61 degrees, 06 minutes, 57 seconds East, curving to the left, an arc length of 20.01 feet to a point,

Thence South 28 degrees, 28 minutes, 00 seconds East, a distance of 108.15 feet to a point,

Thence South 61 degrees, 32 minutes, 00 seconds West, a distance of 20.00 feet to a point,

Thence North 28 degrees, 28 minutes, 00 seconds West, a distance of 108.00 feet to an iron pin, said pin being the point and place of beginning.

CONTAINING 2,157.64 square feet, or 0.0495 acres, more or less.

11stm5swr



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

Blue Bell III, 725 Skippack Pike
Blue Bell, Pennsylvania 19422

November 22, 1994

Telephone: 215/542-9464

Revised December 30, 1994

Telecopier: 215/542-0791

Description Of A Storm Sewer Easement
To Be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a point on the northerly right-of-way of Dogwood Drive cul-de-sac, said point being located along the arc of a circle, having a radius of 50.00 feet, curving to the right, a distance of 9.75 feet from an iron pin, set on the common corner of Lots #67 and #66,

Thence North 11 degrees, 50 minutes, 21 seconds, a distance of 110.02 feet to a point,

Thence North 78 degrees, 09 minutes, 39 seconds East, a distance of 20.00 feet to a point,

Thence South 11 degrees, 50 minutes, 21 seconds East, a distance of 109.57 feet to a point,

Thence along the aforementioned right-of-way line, along the arc of a circle having a radius of 50.00 feet, a chord bearing of South 76 degrees, 52 minutes, 33 seconds West, curving to the left, an arc length of 20.14 feet to a point, said point being the point and place of beginning.

CONTAINING 2,182.4 square feet or 0.0501 acres, more or less.



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

November 22, 1994

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

Description Of A Sanitary Sewer Easement
To Be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a concrete monument on the southeasterly ultimate right-of-way line of Butler Pike (40.00 feet from the centerline), said monument being on the point of tangency of the eastern return of Dogwood Drive (50.00 feet wide) and Butler Pike,

Thence along said right-of-way line, North 43 degrees, 38 minutes, 30 seconds East, a distance of 676.27 feet to a point common with a pump station easement,

Thence along said pump station, South 45 degrees, 21 minutes, 10 seconds East, a distance of 12.00 feet to a point,

Thence South 43 degrees, 38 minutes, 30 seconds West, a distance of 136.87 feet to a point,

Thence South 43 degrees, 30 minutes, 00 seconds East, a distance of 160.30 feet to a point on the northerly right-of-way line of Primrose Lane, a cul-de-sac street,

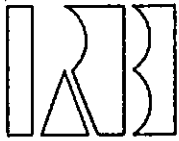
Thence along said right-of-way line, along the arc of a circle, having a radius of 50.00 feet, a chord bearing of South 60 degrees, 38 minutes, 54 seconds West, curving to the left, an arc length of 20.36 feet to a point,

Thence North 43 degrees, 30 minutes, 00 seconds West, a distance of 154.26 feet to a point,

Thence South 43 degrees, 38 minutes, 30 seconds West, a distance of 540.52 feet to a point on the aforementioned return of Butler Pike and Dogwood Lane,

Thence along the arc of a circle, having a radius of 25.00 feet, a chord bearing of North 14 degrees, 18 minutes, 28 seconds East, curving to the right, an arc length of 25.60 feet to a monument, said monument being the point and place of beginning.

CONTAINING 11,425.99 square feet or 0.2623 acres, more or less.



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

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

December 5, 1994
Revised December 30, 1994

Description of Sanitary Sewer Easement "B"
to be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P. C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a concrete monument found on the southeasterly right-of-way line of Butler Pike (50 feet wide), said monument being a common corner with lands now or formerly of Charles J. and Anna C. Christie,

Thence, along said right-of-way line North 43 degrees, 38 minutes, 30 seconds East, a distance of 58.70 feet to an iron pin set,

Thence, along the arc of a circle having a radius of 25.00 feet, curving to the right, an arc length of 25.60 feet to a point,

Thence, South 43 degrees, 38 minutes, 30 seconds West, a distance of 83.86 feet to a point, on the common boundary line of now or formerly Charles J. and Anna C. Christie,

Thence, along said boundary line North 28 degrees, 44 minutes, 17 seconds West, a distance of 12.59 feet to an iron pin, said pin being the point and place of beginning.

Containing 908.4 sq. ft. or 0.0209 acres, more or less.



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

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

December 5, 1994

Description of Sanitary Sewer Easement "C"
to be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P. C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a point on the northwesterly right-of-way of Hood Lane (50.00 feet wide), said point also being the common front corner of Lots 109 and 110 on above mentioned plan,

Thence, along said right-of-way line South 43 degrees, 57 minutes, 30 seconds West, a distance of 20.00 feet to a point,

Thence, North 46 degrees, 02 minutes, 30 seconds West, a distance of 106.00 feet to a point,

Thence, North 43 degrees, 57 minutes, 30 seconds East, a distance of 20.00 feet to a point,

Thence, South 46 degrees, 02 minutes, 30 seconds East, a distance of 106.00 feet to a point, said point being the point and place of beginning.

Containing 2120.00 sq. ft. or 0.0487 acres, more or less.

11sscmead



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

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

November 22, 1994

Description Of A Sanitary Sewer Easement
To Be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a point on the northerly right-of-way line of Larkspur Lane, a cul-de-sac street, said point being the westerly front property corner of Lot #29 on the aforementioned plan,

Thence North 38 degrees, 41 minutes, 44 seconds East, a distance of 83.83 feet to a point,

Thence North 01 degrees, 02 minutes, 30 seconds West, a distance of 132.99 feet to a point, on the southerly right-of-way line of Dogwood Drive (50.00 feet wide),

Thence along the arc of a circle, having a radius of 175.00 feet, a chord bearing of South 79 degrees, 23 minutes, 40 seconds East, curving to the left, an arc length of 20.43 feet to a point,

Thence South 01 degrees, 02 minutes, 30 seconds East, a distance of 136.09 feet to a point,

Thence South 38 degrees, 41 minutes, 44 seconds West, a distance of 71.35 feet to a point on the aforementioned right-of-way line of Larkspur Lane,

Thence along said right-of-way line, along the arc of a circle, having a radius of 50.00 feet, a chord bearing of South 86 degrees, 46 minutes, 41 seconds West, curving to the left, an arc length of 27.21 feet to a point, said point being the point and place of beginning.

CONTAINING 4,223 square feet, or 0.0969 acres, more or less.



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

November 22, 1994
Revised December 30, 1994

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

Description Of A Sanitary Sewer Easement
To Be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P.C. of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a point on the easterly right-of-way line of Hood Lane, said point being along the arc of a circle, having a radius of 175.00 feet, curving to the right, an arc length of 4.51 feet from an iron pin set on the point of curvature of said right-of-way line,

Thence along said right-of-way line, along the arc of a circle, having a radius of 175.00 feet, a chord bearing of North 5 degrees, 47 minutes, 56 seconds West, curving to the left, an arc length of 20.04 feet to a point,

Thence through Lot #80 of the aforementioned plan, North 87 degrees, 20 minutes, 00 seconds East, a distance of 191.02 feet to a point,

Thence North 66 degrees, 03 minutes, 55 seconds East, a distance of 13.72 feet to an iron pin, said pin being the north-easterly rear corner of Lot #66,

Thence South 46 degrees, 02 minutes, 30 seconds East, a distance of 209.67 feet to a point,

Thence South 44 degrees, 38 minutes, 50 seconds West, a distance of 39.02 feet to an iron pin, set, said pin being on the south-easterly right-of-way line of Dogwood Drive, a cul-de-sac street, and common with Lots #60 and #61,

Thence along said right-of-way, along the arc of a circle, having a radius of 50.00 feet, a cord bearing of North 34 degrees, 20 minutes, 36 seconds West, curving to the left, an arc length of 80.00 feet to an iron pin, said pin being a common corner of Lots #64 and #65,

Thence North 11 degrees, 24 minutes, 05 seconds East, a distance of 5.30 feet to a point,

Thence North 46 degrees, 02 minutes, 30 seconds West, a distance of 121.13 feet to a point,

Thence South 87 degrees, 20 minutes, 00 seconds West, a distance of 198.80 feet to a point, said point being the point and place of beginning.

CONTAINING 8,163.82 square feet or 0.1874 acres, more or less.



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

February 2, 1994

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

MEADOWVIEW HOMES, INC.
PROJECT #411-16

DESCRIPTION OF SIDEWALK EASEMENT #1

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described on a "Sidewalk Easement Plan" prepared for Meadowview Homes, Inc., by Robert E. Blue, Consulting Engineers, P.C., dated February 2, 1994, as follows to wit:

Beginning at a point on the southerly right-of-way of Hood Lane (50.00 feet wide), said point lies the following two (2) courses and distances from the intersection of said southerly right-of-way line of Hood Lane and the easterly right-of-way line of Norristown Road (40.00 feet from centerline):

(1) Along the arc of a circle, curving to the right, having a radius of 25.00 feet, an arc distance of 38.60 feet to a point,

(2) North 00 degrees, 57 minutes, 42 seconds East, a distance of 11.28 feet to a point,

Thence, from said point of beginning, and continuing along the southerly right-of-way of Hood Lane, North 00 degrees, 57 minutes, 42 seconds East, a distance of 80.11 feet to a point,

Thence, along the arc of a circle, curving to the right, having a radius of 125.00 feet, an arc distance of 75.11 feet to a point,

Thence, leaving the right-of-way of Hood Lane and commencing through Lot #1, South 54 degrees, 36 minutes, 45 seconds East, a distance of 1.00 feet to a point,

Thence, along the arc of a circle, curving to the left, having a radius of 101.37 feet, an arc distance of 64.90 feet to a point,

Thence, South 01 degrees, 12 minutes, 00 seconds West, a distance of 78.47 feet to a point,

Thence, North 88 degrees, 48 minutes, 00 seconds West, a distance of 2.06 feet to a point, said point being the first mentioned point and point of beginning,

Containing 230.0 sq. ft. or 0.0053 acres more or less.





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

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

February 2, 1994
Revised December 30, 1994

MEADOWVIEW HOMES, INC.
PROJECT #411-15X

DESCRIPTION OF SIDEWALK EASEMENT #2

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described on a "Sidewalk Easement Plan" prepared for Meadowview Homes, Inc., by Robert E. Blue, Consulting Engineers, P.C., dated February 2, 1994, as follows to wit:

Beginning at a point on the westerly right-of-way line of Larkspur Lane, said point is located on the following two (2) courses and distances from the intersection of said westerly right-of-way of Larkspur Lane and the northerly right-of-way line of Hood Lane (50.00 feet wide):

- (1) Along the arc of a circle, curving to the left, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point,
- (2) North 31 degrees, 02 minutes, 30 seconds West, a distance of 16.95 feet to a point,

Thence, from said point of beginning, and traversing through Lots 21, 22, 23, 24 and 25, North 32 degrees, 04 minutes, 00 seconds West, a distance of 117.51 feet to a point,

Thence, along the arc of a circle, curving to the right, having a radius of 41.92 feet, an arc distance of 31.94 feet to a point and common corner of Lots 25 and 26,

Thence, along the aforementioned right-of-way of Larkspur Lane, along the arc of a circle curving to the left, having a radius of 50.00 feet, an arc distance of 30.42 feet to a point,

Thence, South 31 degrees, 02 minutes, 30 seconds East, a distance of 118.05 feet to a point, said point being the first mentioned point and point of beginning.

Containing 168.5 sq. ft. or 0.0039 acres more or less.



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

Blue Bell III, 725 Skippack Pike
Blue Bell, Pennsylvania 19422

December 5, 1994

Telephone: 215/542-9464

Revised December 30, 1994

Telecopier: 215/542-0791

Description of a Sidewalk Easement
(Lots #110, 111, 112)
Meadowview
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, described herein as a part of the subdivision known as "Meadowview Estates", prepared on plans for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P. C., Blue Bell, Pennsylvania, bound and described as follows to wit:

Beginning at a point on a circular curve, having a radius of 25.00 feet, which connects the southwesterly right-of-way of Butler Pike (40.00 feet from centerline) and the northeasterly right-of-way of Dogwood Drive (50.00 feet wide) said point is located South 11 degrees, 41 minutes, 10 seconds West, (chord bearing) a distance of 26.46 feet from a concrete monument at the point of curvature of said curve on Butler Pike,

Thence, from said point of beginning and through Lots 110, 111, and 112, South 45 degrees, 00 minutes, 00 seconds East, a distance of 136.79 feet to a point,

Thence, along the northeasterly right-of-way of Dogwood Drive, North 46 degrees, 02 minutes, 30 seconds West, a distance of 125.90 feet to a point,

Thence, along the arc of circle, curving to the right, having a radius of 25.00 feet, an arc distance of 11.25 feet to a point, said point being the first mentioned place and point of beginning.

Containing 161.2 sq. ft.

11swesmtmead



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

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

November 22, 1994

Description Of A Pumping Station Easement
To Be Dedicated
Project 411-15

ALL THAT CERTAIN TRACT or piece of ground situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, more particularly described in a record plan of Meadowview Estates, prepared for Cathlin Corporation, by Robert E. Blue, Consulting Engineers, P. C., of Blue Bell, Pennsylvania, dated January 1, 1992, last revised May 18, 1992, as follows to wit:

Beginning at a monument on the southerly return of the ultimate right-of-way line of Butler Pike (40.00 feet from the centerline) at the intersection with the ultimate right-of-way line of Welsh Road (50.00 feet from the centerline),

Thence along said return, along the arc of a circle, curving to the right, having a radius of 25.00 feet, an arc length of 39.71 feet to an iron pin,

Thence along the ultimate right-of-way line of Welsh Road, South 45 degrees, 21 minutes, 10 seconds East, a distance of 29.63 feet to a point,

Thence South 43 degrees, 38 minutes, 30 seconds West, a distance of 55.44 feet to a point on a storm sewer easement line,

Thence along said easement line, North 45 degrees, 21 minutes, 10 seconds West, a distance of 55.44 feet to a point on the above mentioned ultimate right-of-way line of Butler Pike,

Thence along said right-of-way line, North 43 degrees, 38 minutes, 30 seconds East, a distance of 30.00 feet to a monument, said monument being the point and place of beginning.

CONTAINING 2,933.71 square feet or 0.0673 acres, more or less.

RESOLUTION NO. 1551

RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR PUBLIC STREETS, STORM DRAINAGE EASEMENTS,
SANITARY SEWER EASEMENTS, AND DETENTION BASIN EASEMENT
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"WILLOWBROOKE"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Willowbrooke Ventures, Inc. (hereinafter "Grantor") Deeds of Dedication for public streets (hereinafter together "Streets"), more fully described in Exhibits attached hereto, identified and to be known as follows:

Ultimate Right-of-Way Camp Hill Road
Elbow Lane

and;

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for storm drainage easements (hereinafter "Storm Drainage"), more fully described in Exhibits attached hereto, identified and known as follows:

Storm Drainage Easement, Twenty Foot Wide (Lot 5)
Storm Drainage Easement, Twenty Foot Wide (Lots 6 and 7)
Storm Drainage Easement, Twenty Foot Wide (Parcel A and Lot 9)
Storm Drainage Easement, Variable Width (Lot 11)
Storm Drainage Easement, Variable Width (Lot 3)

and;

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for sanitary sewer easements (hereinafter "Sanitary Sewer"), more fully described in Exhibits attached hereto, identified and known as follows:

Sanitary Sewer Easement, Twenty Foot Wide (Lot 9)
Sanitary Sewer Easement, Twenty Foot Wide (Lot 10)
Sanitary Sewer Easement, Twenty Foot Wide (Lots 1, 2 and 3)
Sanitary Sewer Easement, Twenty Foot Wide (Lands of Thomas E., Sr. and Thomas E., Jr. Toll)
Sanitary Sewer Easement, Twenty Foot Wide (Parcel A)

and;

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor one Deed of Dedication each for a detention basin easement (hereinafter "Detention Basin"), more fully described in Exhibit attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Streets, Storm Drainage, Sanitary Sewer and Detention Basin, which Subdivision Plan was prepared by Stout, Tacconelli & Associates, Inc., dated January 22, 1990 with last revision date January 28, 1991; and bearing plan no. 1803; and

WHEREAS, Grantor has heretofore improved the Streets, Storm Drainage, Sanitary Sewer, and Detention Basin according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Streets, Storm Drainage, Sanitary Sewer, and Detention Basin will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Streets, Storm Drainage, Sanitary Sewer, and Detention Basin more fully described in Exhibits attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated July 14, 1992, covering the cost of the required improvements and professional fees;
- B. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution.

All payments and documentation shall be to the satisfaction of the Township Solicitor.

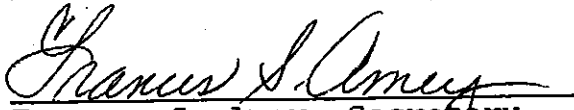
2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.


3. The public streets, as described in the attached Exhibits shall hereafter be designated on the official map of streets in the Township as public streets.

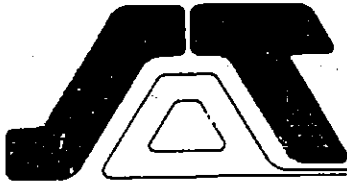
RESOLVED, this 11th day of April, 1995.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Frances S. Amey, Secretary

By: 
Richard R. Rulon, President



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

February 7, 1991
Revised February 9, 1995

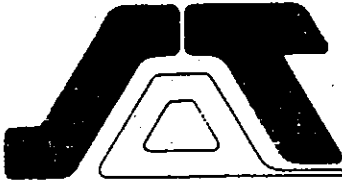
LEGAL DESCRIPTION
ULTIMATE RIGHT-OF-WAY
CAMP HILL ROAD
WILLOWBROOKE SUBDIVISION
PROJECT #1803

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County Pennsylvania being shown on a Plan of Subdivision of "Willowbrooke" prepared for Westrum Land Development Corporation by Stout, Tacconelli & Associates dated January 22, 1990 as last revised February 7, 1991 and being more fully described as follows:

BEGINNING at a point on the Northwesterlymost Right-of-Way of Camphill Road (46.5 feet wide) as widened to 30 feet on the Northwest side there, said point being in the line dividing the Northeast line of Lands of Thomas E., Sr. and Thomas E. Jr., Toll with the Southwest line of Lands of Lot #4, as shown on said plan; thence, extending along the said Right-of-Way of Camphill Road, the following two (2) courses: (1) North $28^{\circ} 07' 00''$ East, 611.05 feet to a point of curvature; thence, (2) on a line curving to the right in a Northeasterly direction, having a radius of 1030.00 feet for an arc distance of 91.10 to a point on curve, said point being in the Southwest line of Lands of John E. and Lois A. Kittredge; thence, along said Kittredge Lands, South $49^{\circ} 59' 00''$ East, 28.84 feet to a point, said point being in the title line of Camphill Road, aforesaid; thence, along said Camphill Road title line the following two (2) courses: (1) South $29^{\circ} 38' 00''$ West, 85.06 feet to a point; thence, (2) South $28^{\circ} 07' 00''$ West, 617.34 feet to a point, said

point being in the Northeast line of Lands of Thomas E. Sr., and Thomas E. Jr., Toll; thence, along said Toll Lands, North 50° 02' 00" West, 30.66 feet to the point and place of beginning.

CONTAINING 0.4840 acres of land, be the same, more or less.



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

February 7, 1991
Revised February 9, 1995

LEGAL DESCRIPTION
ELBOW LANE
WILLOWBROOKE SUBDIVISION
PROJECT #1803

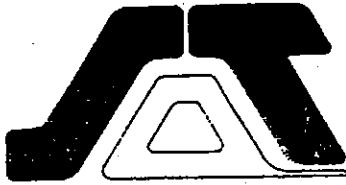
ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County Pennsylvania being shown as Elbow Lane on a Plan of Subdivision prepared for Westrum Land Development Corporation by Stout, Tacconelli & Associates dated January 22, 1990 as last revised February 7, 1991 and being more fully described as follows:

BEGINNING at a point on the Northwesterlymost Right-of-Way of Camphill Road (46.5 feet wide) as widened to 30 feet on the Northwest side thereof, said point being located, North $28^{\circ} 07' 00''$ East, 233.64 feet from a point marking the intersection of the northeast line of Lands of Thomas E., Sr. and Thomas E., Jr. Toll, with the Southwest line of Lands of Lot #4, as shown on said plan; thence, from said point of beginning and extending along the Southwesterlymost Right-of-Way of Elbow Lane (50 feet wide) the following six (6) courses: (1) on a line curving to the left in a northwesterly direction having a radius of 25.00 feet for an arc distance of 39.27 feet to a point of tangency; thence, (2) North $61^{\circ} 53' 00''$ West, 189.40 feet to a point of curvature; thence, (3) on a line curving to the right in a Northeasterly direction, having a radius of 175.00 feet for an arc distance of 232.41 feet to a point of tangency; thence, (4) North $14^{\circ} 12' 32''$ East, 100.93 feet to a point of curvature; thence, (5) on a line curving to the left in a Northwesterly direction, having a radius of 25.00 feet for an arc distance of 30.77 feet to a point of reverse curvature; thence, (6) on a line curving to the right in a Southeasterly direction, having a radius of 50.00 feet for an arc distance of 218.63 feet to a point of tangency, said point being the Northeasterlymost terminus of

Professional Engineering/Land Surveying

O.K.
C.D.
2-15-95

Elbow Lane; thence, extending along the Northeasterlymost Right-of-Way of Elbow Lane, aforesaid, the following four (4) courses: (1) South $14^{\circ} 12' 32''$ West, 171.64 feet to a point of curvature; thence, (2) on a line curving to the left in a Southeasterly direction, having a radius of 125.00 feet for an arc distance of 166.01 feet to a point of tangency; thence, (3) South $61^{\circ} 53' 00''$ East, 189.40 feet to a point of curvature; thence, (4) on a line curving to the left in a Northeasterly direction, having a radius of 25.00 feet for an arc distance of 39.27 feet to a point of tangency, said point being located on the Northwesterlymost Right-of-Way of Camphill Road, aforesaid; thence, along said Right-of-Way, South $28^{\circ} 07' 00''$ West, 100.00 feet to the point and place of beginning.



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

February 13, 1995

**LEGAL DESCRIPTION
TWENTY FOOT WIDE STORM DRAINAGE EASEMENT
(LOT 5)
PROJECT #1803**

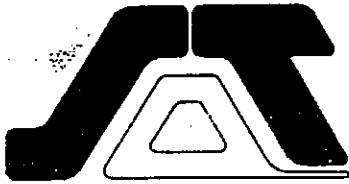
ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a Twenty Foot Wide Storm Drainage Easement, on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc., dated January 22, 1990 as last revised February 7, 1991 and being more fully described as follows:

BEGINNING at a point on the southwest sideline of Elbow Lane (50 feet wide) said point being located the following two (2) courses from a point, said point being the northwesterlymost end of a twenty five foot wide radial corner formed by the intersection of the southwest sideline of Elbow Lane aforesaid and the northwest sideline of Camphill Road (46 1/2 feet wide) as widened to 30 feet along the northwest side thereof: (1) North 61° 53' 00" West, 189.40 feet to a point of curvature; (2) extending along a line curving to the right in a northeasterly direction having a radius of 175.00 feet for an arc distance of 30.74 feet to the point of beginning; thence, from the said beginning point and extending on and through the line of lands of lot 5 the following two (2) courses: (1) South 28° 07' 00" West 150.53 feet to an angle point; (2) North 61° 53' 00" West, 20.00 feet to a point in the line

Professional Engineering/Land Surveying

dividing the lands of lot 5 and lot 6; thence, extending along the said dividing line, North 28° 07' 00'' East, 155.30 feet to a point on the southwest sideline of Elbow Lane aforesaid; thence, extending along the said sideline along the line curving to the left in a southeasterly direction having a radius of 175.00 feet for an arc distance of 20.57 feet to the point of beginning.

O.K.
E.D.
2-15-2



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

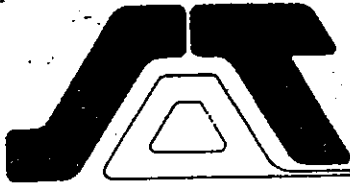
February 13, 1995

**LEGAL DESCRIPTION
TWENTY FOOT WIDE STORM DRAINAGE EASEMENT
(LOT 6 AND LOT 7)
PROJECT #1803**

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a Twenty Foot Wide Storm Drainage Easement, on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc., dated January 22, 1990 as last revised February 7, 1991 and being more fully described as follows:

BEGINNING at a point in the line dividing the lands of lot 6 and lot 7, said point being located South $59^{\circ} 14' 24''$ West, 192.73 feet from a point marking the intersection of the said dividing line of lot 6 and lot 7 and the southwest sideline of Elbow Lane (50 feet wide); thence, from the said beginning point and extending on and through the line of lands of lot 6 the following three (3) courses: (1) South $54^{\circ} 53' 54''$ East, 91.65 feet to an angle point; (2) South $35^{\circ} 06' 06''$ West, 20.00 feet to an angle point; (3) North $54^{\circ} 53' 54''$ West, 100.61 feet to a point in the line dividing the lands of lot 6 and lot 7; thence, extending on and through the line of lands of lot 7, North $54^{\circ} 53' 54''$ West, 196.62 feet to a point in the southeast line of lands designated as parcel A; thence, extending along the said parcel A lands, North $31^{\circ} 41'$

17'' East, 20.04 feet to a point; thence, extending on and through the line of lands of lot 7, South 54° 53' 54'' East, 206.78 feet to the point of beginning.



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

February 13, 1995

**LEGAL DESCRIPTION
TWENTY FOOT WIDE STORM DRAINAGE EASEMENT
(PARCEL A AND LOT 9)
PROJECT #1803**

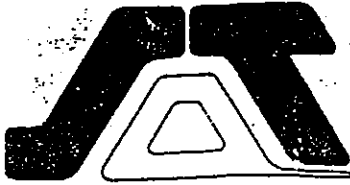
ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a Twenty Foot Wide Storm Drainage Easement, on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc., dated January 22, 1990 as last revised February 7, 1991 and being more fully described as follows:

BEGINNING at a point on the arc of cul-de-sac, said cul-de-sac being the northwesterlymost terminus of Elbow Lane (50 feet wide) said point being located as measured along the line curving to the right in a southeasterly direction having a radius of 50.00 feet for an arc distance of 20.36 feet from a point, a corner in the line dividing the lands of lot 8 and lot 9 with the intersection of the said terminus of Elbow Lane aforesaid; thence, from the said beginning point and extending partly through the line of lands of lot 9 and partly through the line of lands of parcel A the following three (3) courses: (1) North $72^{\circ} 36' 36''$ West, 191.67 feet to an angle point; (2) North $17^{\circ} 23' 24''$ East, 20.00 feet to an angle point; (3) South $72^{\circ} 36' 36''$ East, 205.24 feet to a point on the arc of a cul-de-sac, said cul-de-sac being the northwesterlymost

Professional Engineering/Land Surveying

terminus of Elbow Lane aforesaid; thence, extending along the said cul-de-sac along a line curving to the left in a southwesterly direction having a radius of 50.00 feet for an arc distance of 24.41 feet to the point of beginning.

03:03
K
27



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

February 13, 1995

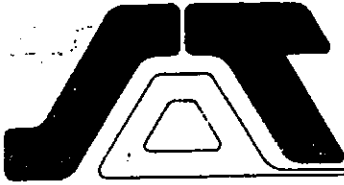
LEGAL DESCRIPTION
VARIABLE WIDTH STORM DRAINAGE EASEMENT
(LOT 11)
PROJECT #1803

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a Variable Width Storm Drainage Easement, (Lot 11) on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc., dated January 22, 1990 as last revised February 7, 1991 and being more fully described as follows:

BEGINNING at a point on the northeast sideline of Elbow Lane (50 feet wide) said point also being a corner in the line dividing the lands of lot 3 and lot 11; thence, from the said beginning point and extending along the said sideline the following two (2) courses: (1) North $61^{\circ} 53' 00''$ West, 14.40 feet to a point of curvature; (2) extending along a line curving to the right in a northeasterly direction having a radius of 125.00 feet for an arc distance of 35.71 feet to a point; thence, extending on and through the line of lands of lot 11, South $83^{\circ} 45' 46''$ East, 53.49 feet to a point in the line dividing the lands of lot 3 and lot 11 aforesaid; thence, extending along the said dividing line, South $28^{\circ} 07' 00''$ West, 25.00 feet to the point of beginning.

Professional Engineering/Land Surveying

0.4
2-15-95



Stout, Tacconelli & Associates, Inc.

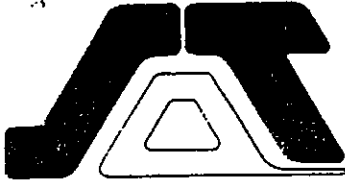
1744 Sunnyside Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

February 13, 1995

**LEGAL DESCRIPTION
VARIABLE WIDTH STORM DRAINAGE EASEMENT
(LOT 3)
PROJECT #1803**

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a Variable Width Storm Drainage Easement, on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc., dated January 22, 1990 as last revised February 7, 1991 and being more fully described as follows:

BEGINNING at a point, said point being the northwesterlymost end of a twenty five foot wide radial corner formed by the intersection of the northeast sideline of Elbow Lane (50 feet wide) with the northwest sideline of Camphill Road (46 1/2 feet wide) as widened to 30 feet along the northwest side thereof; thence, from the said beginning point and extending on and through the line of lands of lot 3, North 73° 07' 00" East, 35.36 feet to a point on the northwest sideline of Camphill Road aforesaid; thence, extending along the line curving to the right in a northwesterly direction having a radius of 25.00 feet for an arc distance of 39.27 feet to the point of beginning.



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

February 13, 1995

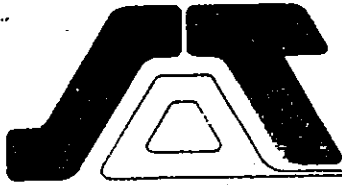
LEGAL DESCRIPTION
TWENTY FOOT WIDE SANITARY SEWER EASEMENT
(LOT 9)
PROJECT #1803

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a Twenty Foot Wide Sanitary Sewer Easement, on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc., dated January 22, 1990 as last revised February 7, 1991 and being more fully described as follows:

BEGINNING at a point on the arc of a cul-de-sac, said cul-de-sac being the northwesterlymost terminus of Elbow Lane (50 feet wide) said point also being a corner in the line dividing the lands of lot 8 and lot 9; thence, from the said beginning point and extending along the aforementioned dividing line, North 72° 36' 36" West, 181.00 feet to a point in the southeast line of lands designated as parcel A; thence, extending along the said parcel A lands, North 35° 53' 24" East, 21.09 feet to a point; thence extending on and through the line of lands of lot 9 and along the southwest sideline of a 20 Foot Wide Storm Drainage Easement, South 72° 36' 36" East, 177.29 feet to a point on the arc of the aforementioned cul-de-sac of Elbow Lane; thence, extending along the line curving to the left in a southwesterly direction having a radius

Professional Engineering/Land Surveying

of 50.00 feet for an arc distance of 20.36 feet to the point of beginning.



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

February 13, 1995

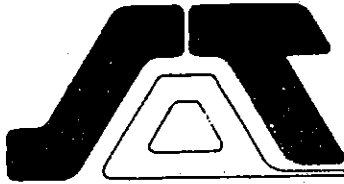
LEGAL DESCRIPTION
TWENTY FOOT WIDE SANITARY SEWER EASEMENT
(LOT 10)
PROJECT #1803

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a Twenty Foot Wide Sanitary Sewer Easement, on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc., dated January 22, 1990 as last revised February 7, 1991 and being more fully described as follows:

BEGINNING at a point on the arc of a cul-de-sac, said cul-de-sac being the northwesterlymost terminus of Elbow Lane (50 feet wide) said point also being a corner in the line dividing the lands of lot 9 and lot 10; thence, from the said beginning point and extending along the said dividing line, North $69^{\circ} 16' 13''$ East, 206.53 feet to a point in the southwest line of lands of John E. and Lois A. Kittridge; thence, extending along the said Kittridge lands, South $49^{\circ} 59' 00''$ East, 22.92 feet to a point; thence, extending on and through the line of lands of lot 10, South $69^{\circ} 16' 13''$ West, 215.28 feet to a point on the arc of a cul-de-sac, said cul-de-sac being the aforementioned terminus of Elbow Lane; thence, extending along the said cul-de-sac along the line curving to

the left in a northwesterly direction having a radius of 50.00 feet
for an arc distance of 20.29 feet to the point of beginning.

51.30
* 0.15



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

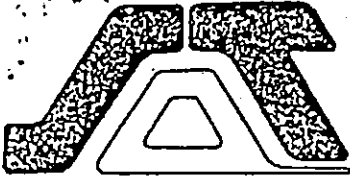
February 13, 1995

LEGAL DESCRIPTION
TWENTY FOOT WIDE SANITARY SEWER EASEMENT
(LOTS 1, 2 & 3)
PROJECT #1803

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a Twenty Foot Wide Sanitary Sewer Easement, on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc., dated January 22, 1990 as last revised February 7, 1991 and being more fully described as follows:

BEGINNING at a point on the northeast sideline of Elbow Lane (50 feet wide) said point also being a corner in the line dividing the lands of lot 3 and lot 11; thence, from the said beginning point and extending along the said dividing line and along the line of lands of various lots, North $28^{\circ} 07' 00''$ East, 335.07 feet to a point; thence, extending on an through the line of lands of lot 1, lot 2 and lot 3 the following two (2) courses: (1) South $61^{\circ} 53' 00''$ East, 20.00 feet to an angle point; (2) South $28^{\circ} 07' 00''$ West, 335.07 feet to a point on the northeast sideline of Elbow Lane aforesaid; thence, extending along the said sideline, North $61^{\circ} 53' 00''$ West, 20.00 feet to the point of beginning.

03/23/95



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

February 15, 1990

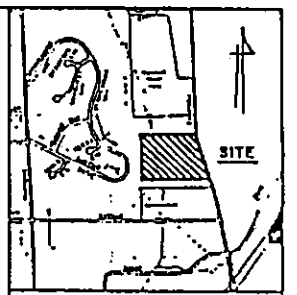
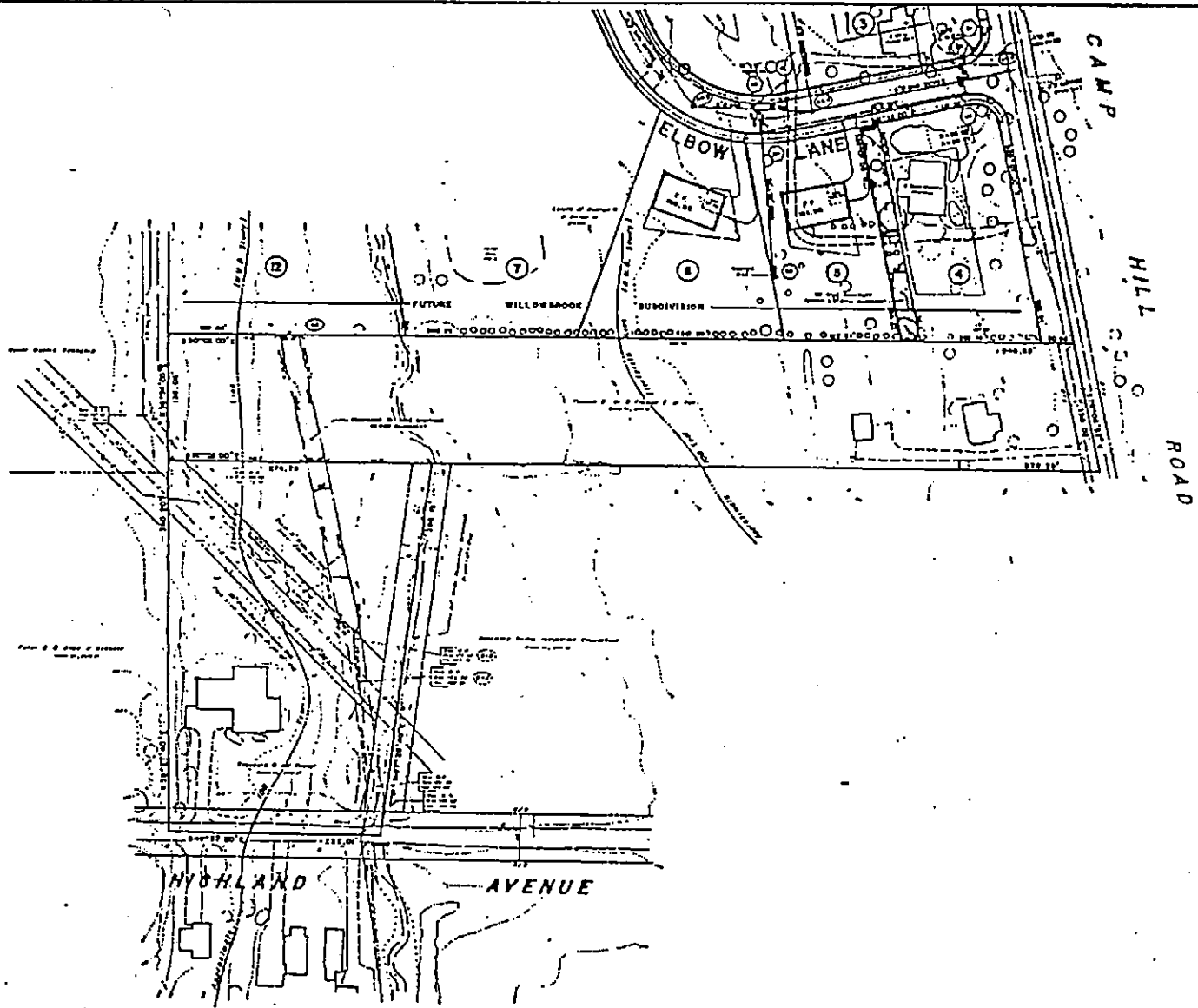
LEGAL DESCRIPTION
20 FOOT WIDE SANITARY SEWER EASEMENT
LANDS OF THOMAS E., SR. & THOMAS E., JR. TOLL
PROJECT #1803

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County Pennsylvania being shown on a Plan of Easement prepared for Westrum Land Development Corporation by Stout, Tacconelli & Associates dated February 14, 1990 and being more fully described as follows:

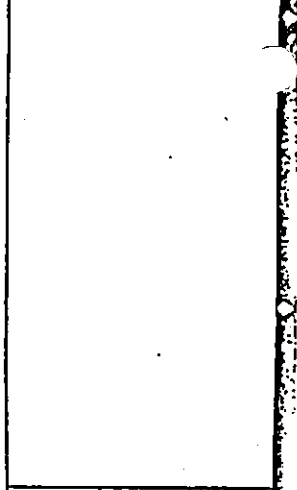
BEGINNING at a point in the line dividing the lands of George H. and Helen M. Kalen and the lands of Thomas E., Sr. and Thomas E., Jr. Toll said point being located North 50° 02' 00" West, 809.04 feet from the point marking the centerline of Camp Hill Road (33.00 feet wide); thence, from said point of beginning and extending on and thru the land of Thomas E., Sr. and Thomas E., Jr. Toll, South 27° 51' 54" West, 139.15 feet to a point said point being also in the line dividing the lands of Toll aforesaid and the lands of Theodore and Jet Prasol; thence, along said dividing line, North 50° 02' 00" West, 20.46 feet to a point; thence, extending on and thru the lands of Thomas E., Sr. and Thomas E., Jr. Toll, North 27° 51' 54" East, 139.15 feet to a point; thence, along the line dividing the lands of Thomas E., Sr. and Thomas E., Jr. Toll and the lands of George H. and Helen M. Kalen, South 50° 02' 00" East, 20.46 feet to the point and place of beginning.

EXHIBIT "D"

O.K.
C.P.
2-30-95



SITE LOCATION MAP 1" = 800'



GRAPHIC SCALE

DATE	DESCRIPTION

PLAN OF EASEMENT
 THOMAS E. SA. & THOMAS S. JR. TOL.

WESTRUM LAND DEVELOPMENT CORP.
 SUPER PUBLIC THROUGH
 HUNTSVILLE, ALABAMA

Stout, Tacconelli & Associates, Inc.
 CIVIL ENGINEERING and LAND SURVEYING
 1500 BROADWAY, SUITE 1000
 HUNTSVILLE, ALABAMA 35894-1000
 TEL: 256-891-1111 FAX: 256-891-1112

DATE	SCALE	PROJECT NO.	DATE
12/1/03	1" = 50'	1003	1/1/04



Stout, Tacconelli & Associates, Inc.

1744 Sumncytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

February 13, 1995

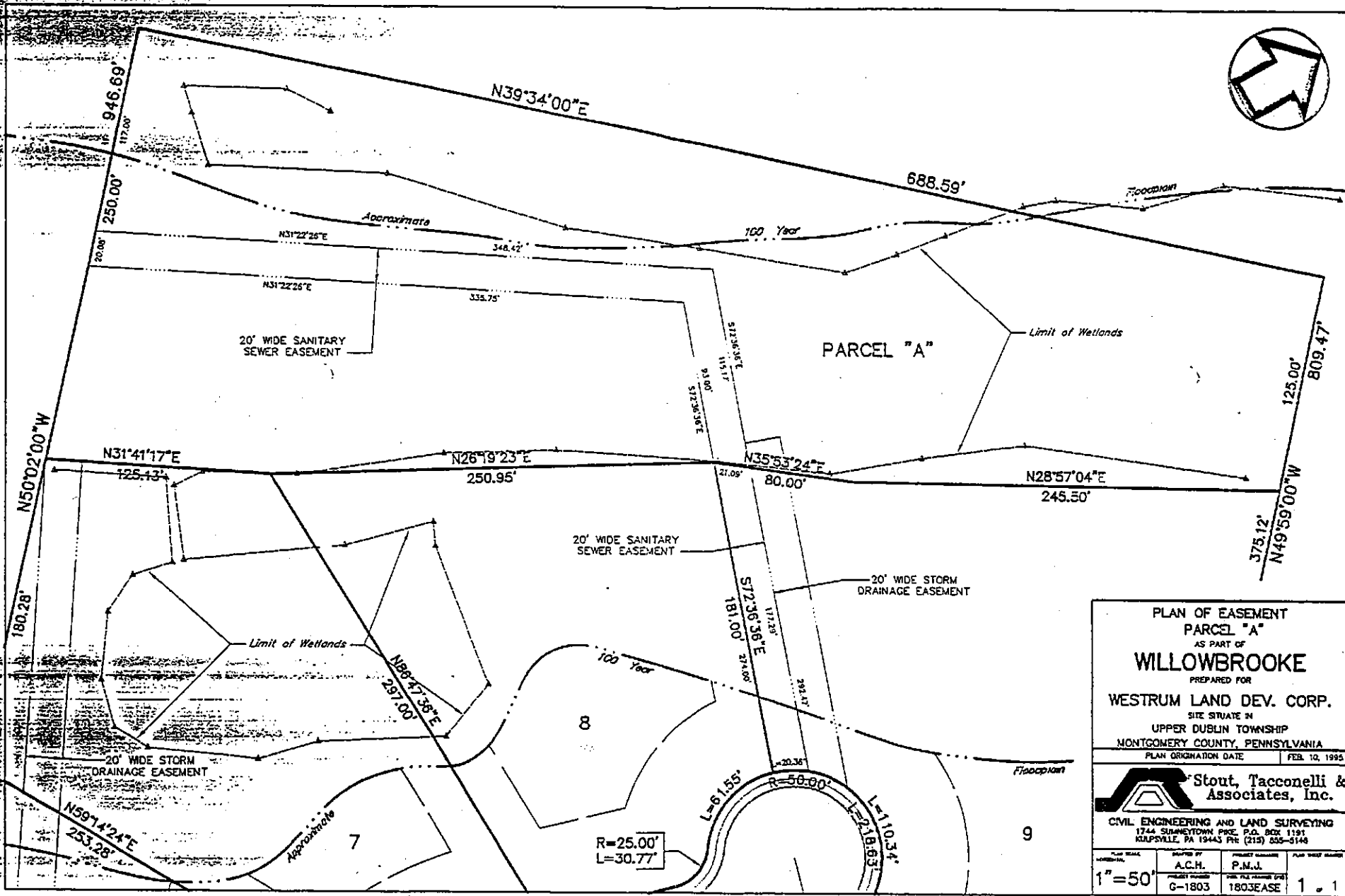
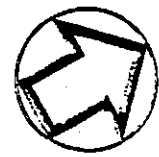
**LEGAL DESCRIPTION
TWENTY FOOT WIDE SANITARY SEWER EASEMENT
(PARCEL A)
PROJECT #1803**

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a Twenty Foot Wide Sanitary Sewer Easement, on a Plan of Easement prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc., dated February 10, 1995 and being more fully described as follows:


BEGINNING at a point, a corner in the line dividing the lands of lot 8 and lot 9, said point being located North $72^{\circ} 36' 36''$ West, 181.00 feet from a point marking the intersection of the said dividing line and the arc of a cul-de-sac, said cul-de-sac being the northwesterlymost terminus of Elbow Lane (50 feet wide); thence, from the said beginning point and extending on and through the line of lands of parcel A the following two (2) courses: (1) North $72^{\circ} 36' 36''$ West, 93.00 feet to an angle point; (2) South $31^{\circ} 22' 26''$ West, 335.75 feet to a point in the northeast line of lands of Thomas E. Sr. and Thomas E. Jr. Toll; thence, extending along the said Toll lands, North $50^{\circ} 02' 00''$ West, 20.08 feet to a point; thence, extending on and through the line of lands of parcel A the following two (2) courses: (1) North $31^{\circ} 22' 26''$

From : STOUT, TACCONELLI 855-5686

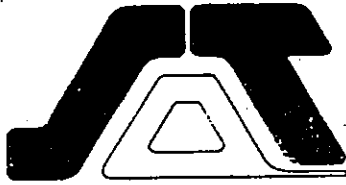
East, 348.42 feet to an angle point; (2) South $72^{\circ} 36' 36''$ East, 115.17 feet to a point in the northwest line of lands of lot 9; thence, extending along the said lot 9 lands, South $35^{\circ} 53' 24''$ West, 21.09 feet to the point of beginning.



PLAN OF EASEMENT
PARCEL "A"
 AS PART OF
WILLOWBROOKE
 PREPARED FOR
WESTRUM LAND DEV. CORP.
 SITE SITUATE IN
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA
 PLAN ORIGINATION DATE: FEB. 10, 1995


Stout, Tacconelli & Associates, Inc.
 CIVIL ENGINEERING AND LAND SURVEYING
 1744 SUMMERTOWN PKE. P.O. BOX 1191
 KILPSVILLE, PA 19443 PH: (215) 235-5148

PLAN SCALE	DRAWN BY	PROJECT NUMBER	PLAN SHEET NUMBER
1" = 50'	A.C.H.	P.M.J.	1 of 1
	G-1803	1803EASE	



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 207
Kulpsville, PA 19443
(215) 855-5146
Fax (215) 855-5686

February 13, 1995

**LEGAL DESCRIPTION
DETENTION BASIN EASEMENT
(LOT 5 AND LOT 6)
PROJECT #1803**

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania, being shown as a Detention Basin Easement, on a Plan of Subdivision prepared for Westrum Land Development Corporation, by Stout, Tacconelli & Associates, Inc., dated January 22, 1990 as last revised February 7, 1991 and being more fully described as follows:

BEGINNING at a point in the line dividing the lands of lot 6 and lot 7 said point being located the following three (3) courses from a point, said point being the northwesterlymost end of a twenty-five foot wide radial corner formed by the intersection of the southwest sideline of Elbow Lane (50 feet wide) and the northwest sideline of Camphill Road (46 1/2 feet wide) as widened to 30 feet along the northwest side thereof (1) North 61° 53' 00" West, 189.40 feet to a point of curvature; (2) extending along the line curving to the right in a northeasterly direction having a radius of 175.00 feet for an arc distance of 146.65 feet to a point; thence, extending along the dividing line of lot 6 and lot 7 aforesaid, South 59° 14' 24" West, 128.28 feet to the point of

beginning; thence, from the said beginning point and extending on and through the line of lands of lot 6 and lot 5 the following two (2) courses: (1) South $43^{\circ} 48' 31''$ East, 253.31 feet to an angle point; (2) South $28^{\circ} 07' 00''$ West, 92.50 feet to a point in the northeast line of lands of Thomas E. Sr. and Thomas E. Jr. Toll; thence, extending along the said Toll lands, North $50^{\circ} 02' 00''$ West, 312.07 feet to a point, a corner in the line dividing the lands of lot 6 and lot 7; thence, extending along the said dividing line, North $59^{\circ} 14' 24''$ East, 125.00 feet to the point of beginning.

O.K.
C.D.
2-15-91

Resolution No. 1552

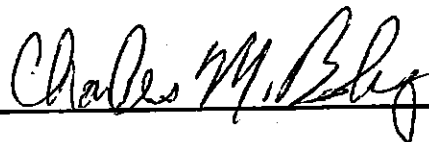
**A resolution by the Upper Dublin Township Board of Commissioners
authorizing submission of a grant application to the Montgomery County
MUNICIPAL TREE PLANTING PROGRAM.**

WHEREAS, the Upper Dublin Township Board of Commissioners desires to take advantage of grant funding available to it for the purpose of purchasing and installing trees on public park land; and,

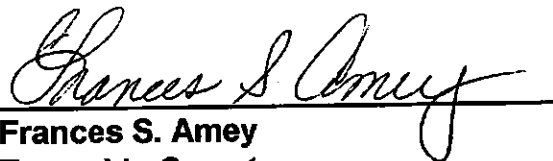
WHEREAS, the Montgomery County Commissioners have established such a program, the MUNICIPAL TREE PLANTING PROGRAM, and have charged the Montgomery County Open Space Board with the responsibility of reviewing and recommending applications for funding;

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners hereby authorizes its staff to submit to the Montgomery County Open Space Board an application for grant funding under the Municipal Tree Planting Program to benefit "Veterans Memorial Park" (formerly Farm Lane Quarry Park).

Signed this 14th day of April A.D. 1995.



**Upper Dublin Township
Board of Commissioners**



**Frances S. Amey
Township Secretary**

APPLICATION FORM

MUNICIPAL TREE PLANTING PROGRAM

Identification of Applicant and Contact Person:

MUNICIPALITY: Upper Dublin Township

PROJECT NAME: Farm Lane Quarry Park Landscaping Planting (aka Veterans Memorial Park)

NAME OF CHIEF ELECTED OFFICIAL: Richard R. Bulon TITLE: President, Board of Comm.

SIGNATURE OF CHIEF ELECTED OFFICIAL: _____ DATE SIGNED: _____

NAME OF CONTACT PERSON: Susan B. Lohoefer TITLE: Dir. of P&R

MAILING ADDRESS: 801 Loch Alsh Ave., Fr Wash., PA 19034

TELEPHONE NUMBER: (215) 643-1600

TYPE OF APPLICATION: MUNICIPAL JOINT MUNICIPAL _____

IF A JOINT APPLICATION, PLEASE PROVIDE NAME OF MUNICIPALITY(IES), CONTACT PERSON, AND ADDRESS.

Grant Request Information:

1. What is the Estimated Eligible Project Cost for the Tree Planting Project? \$ 10,000
2. What is the basis of the Estimated Eligible Project Cost? Landscape Architect's estimate
3. What is the amount of the Grant Req (See Page 4 of the Program Guideline Manual) \$ 9,000
4. Below, outline the proposed method of financing the cost of the Tree Planting Project.

FUNDING	AMOUNT	SOURCE OF FUNDS
A. County Funds Requested	9,000	Co. Open Space Pres. Fund
B. Local Funds Cash	1,000	Township Open Space Fund
Local Funds Inkind Services		
C. Private Funds		
D. State Funds		
E. Federal Funds		
F. TOTAL PROJECT COST	10,000	

5. Attach a map showing the location of the project. enclosed
6. Attach a project description which includes:
 - a. number and type of trees.
 - b. estimated completion date.
 - c. sketch plan for tree planting.
 - d. maintenance plan after planting
 - e. how the project expands or complements existing open space
7. Attach a description of how the tree planting project benefits the public.
8. Provide proof that municipality has adopted landscaping standards for new development and formed a Shade Tree Commission or equivalent.
9. THE FOLLOWING DOCUMENTATION MUST ALSO BE PROVIDED BY ALL APPLICANTS: (attach additional pages)
 - a. A resolution of authorization for a grant application adopted at a regular public meeting of the local governing body.
 - b. Any additional information that the Open Space Board deems necessary for review of the grant proposal.

**Upper Dublin Township
Farm Lane Quarry - Landscape Planting
Grant Application**

Attachments and Enclosures

5. Location map enclosed.

6. a. Numbers and types of trees:

<i>Botanical Name</i>	<i>Common Name</i>	<i>Height</i>	<i>#</i>
1) Acer rubrum	Red Sunset Maple	12'-14'	9
2) Betula nigra	River Birch	10'-12'	2
3) Fraxinus americana	White Ash	12'-14'	3
4) Quercus palustris	Pin Oak	12'-14'	10
5) Malus "Adams"	Adams Crabapple	9'-10'	6

b. Estimated completion date: May 30, 1995

c. Planting Sketch Plan enclosed.

d. Post-planting maintenance plan:

- 1) Specifications call for an 18-month guarantee period by the contractor.
- 2) The Upper Dublin Township Parks Crew will immediately integrate maintenance of the materials into its Parks Maintenance Plan.

e. How the project expands or complements existing open space:

The Township's adopted 1994 *Open Space and Environmental Resource Protection Plan* recommends that development of the quarry site into park land should proceed (p. 65, *Neighborhood 12 - Fort Washington*). In 1994 the Township invested more than \$60,000 into grading and seeding of the site. An additional \$6,500 has been budgeted in 1995 to prepare the site for dedication as "Veterans Memorial Park" this fall. Of this 1995 allocation, \$5,000 has been set aside for fencing improvements and \$1,500 as the local match required by the county's tree planting program. Phase II development of the site will be completed, and the site will be open for public use, once necessary fencing and the landscaping is installed.

The Quarry site (5.2 acres) is presently accounted for in the Public Open Space Acreage Totals (507.60 acres) under Passive (8 sites) representing 4.6% of the total 114.2 passive acres in the Township.

7. How the tree planting project benefits the public:

The idea of developing the former Keasby and Mattison Quarry site into a public park was first introduced in the early 1980's. At that time, Upper Dublin Township had purchased the quarry and started to fill it with discarded construction and unusable grading materials with the intent of subdividing the property and selling off land for development. Subsequent tests on the site determined that the land was unfit for building. Use as park land seemed a reasonable alternative in this older portion of community with relatively little public open space.

Materials continued to be dumped at the site and it was periodically rough graded. Unfortunately, it proved to be quite an eyesore. To protect the Township from any liability arising from an overflow water channel on the western side, the entire site was surrounded by 6' high chain link fence topped with barbed wire. Housing developments on three sides of the property sprung up during the 1980's and early 1990's with Realtors promising the new neighbors that at some point in the near future the site would be transformed into a park.

In 1991, the plan started to take shape. Results of a survey of approximately 150 homes in a roughly 1/4-mile radius determined that these potential neighborhood park users wanted a passive park with a walking trail and open areas for self-directed use. These interests were designed into the masterplan.

Funding for development was not included in the Township's budget until 1994. From June through November, the Township saw grading and seeding of the site completed as well as installation of landscape materials including azaleas, pine trees, rhododendrons and a few deciduous trees donated to the Township's World War II Commemorative Committee by various local nurseries.

Completion of the tree planting portion of the quarry's planned development will bring Upper Dublin Township one step closer to dedication of the site in the fall of 1995 for use by the public. It will also greatly enhance the aesthetics of the site by adding color and texture to a pitched but relatively flat area.

8. Proof of Upper Dublin Township's Landscape Ordinance and formation of a Shade Tree Commission enclosed.

9. Resolution by Board of Commissioners authorizing a grant application for tree planting funding - forthcoming - will be considered at the April 14, 1995 Stated Meeting.

RESOLUTION NO 1553

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, That

WHEREAS, by virtue of Resolution No. 1519, adopted February 8, 1994, Upper Dublin Township declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved on July 16, 1993, and,

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

Finance

Utility Billing, Sewer Payment Stubs, 1/1/87-12/31/87;
Sewer Billing, Consumption Reports, Billing Journals
1/187-12/31/87; EIT, 1992 Computer Batches, 1988 Backup
Information.

Civil Service Commission

1988 Entry Level Test, 1989 Sergeant's Test, 1991 Entry Level
Examination Applications

Administrative and Legal Records

1987 & 1988 Ethics Commission Statements of Financial Interest; Bids,
1984-1988

representing 30 cubic feet of Municipal Records.

Attest

Township of Upper Dublin
Board of Commissioners

Frances S. Amey

Frances S. Amey
Secretary

Richard R. Rulon

Richard R. Rulon
President
Charles M. Bolig

Charles M. Bolig
Vice President

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1554

RESOLUTION AUTHORIZING THE CONDEMNATION OF CERTAIN LANDS
FOR THE CONSTRUCTION OF SANITARY SEWER LINES

WHEREAS, the Upper Dublin Township Board of Commissioners has authorized the closure of the Dresher Plaza Pump Station and the construction of gravity sewer lines in an area near the intersection of Dreshertown Road, Virginia Drive and Limekiln Pike to connect to the existing main on Virginia Drive which will then convey sewage to the Upper Dublin Township Wastewater Treatment Plant rather than the Dresher Plaza Pump Station; and

WHEREAS, it has been determined that the construction of said sanitary sewer lines will promote the health and welfare of the citizens of the Township of Upper Dublin and will further the Township's goal to eventually have sewer lines connected to the Upper Dublin Township Wastewater Treatment Plant for the maximum number of Township residents; and

WHEREAS, the Board of Commissioners has determined that it is necessary to acquire permanent easements in, on and under certain portions of property for the construction, installation and maintenance of the aforementioned sanitary sewer lines; and

WHEREAS, the Board of Commissioners is authorized to institute proceedings in eminent domain pursuant to the First Class Township Code, Article XIX and the Eminent Domain Code.

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the Township Solicitor to institute proceedings in eminent domain to condemn those certain pieces or parcels of property as described and outlined in the legal description and plot plan attached hereto as Exhibit "A", which are needed to complete the closure of the Dresher Plaza Pump Station if the property owners are not willing to voluntarily grant permanent easements to the Township.

Resolved this 2 day of May, 1995, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 

Richard Rulon, President

ATTEST



Frances S. Amey, Secretary

h:\ud\lit\gitlin\sansewln.res

DEED DESCRIPTION

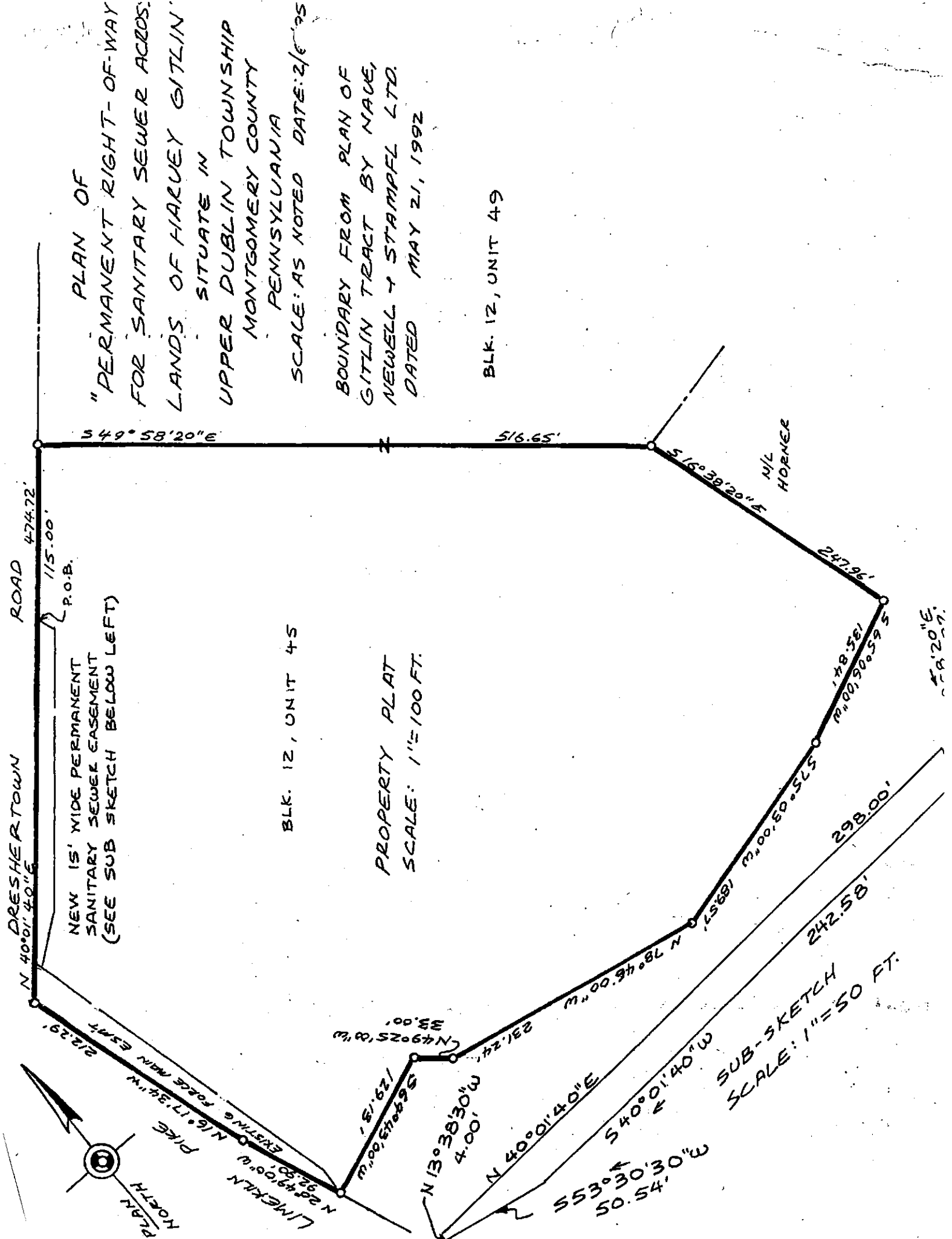
ALL THAT CERTAIN lot or strip of land known as "Permanent Right -of-Way for Sanitary Sewer on Lands of Harvey Gitlin" as shown on "Plan of Permanent Right-of-Way for Sanitary Sewer across Lands of Harvey Gitlin" dated February 6, 1995, prepared by Upper Dublin Township, SITUATE in the Township of Upper Dublin, Montgomery County, Pennsylvania, bounded and described as follows to wit:

Beginning at a point on the Southeast side of Dreshertown Road, said point being located South Forty Degrees one Minute Forty Seconds West ($S40^{\circ}01'40''W$) the distance of One Hundred Fifteen and No One Hundredths Feet (115.00') from a point, the intersection of the common property line of Tax Block 12, Units 45 and 49 and the Southeasterly Right-of-Way line of Dreshertown Road, THENCE from said point of beginning South Nineteen Degrees, Fifty Eight Minutes Twenty Seconds East ($S19^{\circ}58'20''E$) Seventeen and Thirty Two One Hundredths Feet (17.32') to a point on the Ultimate Right-of-Way of Dreshertown Road (Forty Feet from centerline), THENCE along the same South Forty degrees One Minute Forty Seconds West ($S40^{\circ}01'40''W$) Two Hundred Forty Two and Fifty Eight One Hundredths Feet (242.58') to a point, THENCE leaving the Ultimate Right-of-Way of Dreshertown Road South Fifty Three Degrees Thirty Minutes Thirty Seconds West ($S53^{\circ}30'30''W$) Fifty and Fifty Four One Hundredths Feet (50.54') to a point on the line of an existing force main easement across lands of Gitlin in favor of Upper Dublin Township, THENCE along the same North Thirteen Degrees, Thirty Eight Minutes Thirty Seconds West ($N13^{\circ}38'30''W$) four and no One Hundredths Feet (4.00') to a point on the South East side of Dreshertown Road, THENCE along the same North Forty degrees One Minute Forty Seconds East ($N40^{\circ}01'40''E$) Two Hundred Ninety Eight and No One Hundredths feet (298.00') to the first mentioned point and place of beginning.

Intending to describe a variable length Fifteen Foot wide permanent sanitary sewer easement between the current legal right-of-way line and the ultimate right-of-way line of Dreshertown Road across lands of Harvey Gitlin in favor of Upper Dublin Township.

Containing 4,147 S.F. More or Less.

EXHIBIT "A"



PLAN OF
 "PERMANENT RIGHT-OF-WAY
 FOR SANITARY SEWER ACROSS
 LANDS OF HARVEY GITLIN"
 SITUATE IN
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY
 PENNSYLVANIA
 SCALE: AS NOTED DATE: 2/6/95

BOUNDARY FROM PLAN OF
 GITLIN TRACT BY NACE,
 NEWELL & STAMPFL LTD.
 DATED MAY 21, 1992

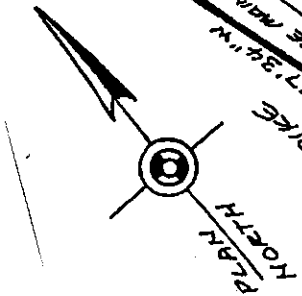
BLK. 12, UNIT 49

DRESHER TOWN ROAD 474.72'
 115.00' P.O.B.
 NEW 15' WIDE PERMANENT
 SANITARY SEWER EASEMENT
 (SEE SUB SKETCH BELOW LEFT)

BLK. 12, UNIT 45

PROPERTY PLAT
 SCALE: 1" = 100 FT.

SUB-SKETCH
 SCALE: 1" = 50 FT.



N 49° 25' 00" E
 298.00'

549° 58' 20" E
 516.65'
 516° 38' 20" E
 N/L HORNER
 247.96'
 178.58'
 N 00° 50' 59" S
 298.00'
 242.58'
 N 40° 01' 40" W
 553° 30' 30" W
 50.54'

RESOLUTION
NO. 1555

WHEREAS, Upper Dublin Township has been a participant in the Pennsylvania Drug Reduction Property Program, whereby financial support is provided to local agencies for the purpose of carrying out or promoting for the residence of a given political area education and public health programs aimed at reducing the use of drugs in the community; and

WHEREAS, the Township has heretofore acquired personal property which has proved very useful and helpful for these purposes; and

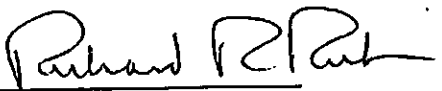
WHEREAS, Upper Dublin Township wishes to continue in this program and is willing to abide by the conditions thereof, including the following:

- (a) The property shall be placed in use by the Township for the purposes for which it was acquired within one year of its receipt and will continue to be used for that purpose for a period of at least one year thereafter.
- (b) For a period of one year after its acquisition, the Township will not sell, trade, lease, lend, bail, cannibalize, encumber or otherwise dispose of such property or remove it permanently for use outside the state without the prior approval of the Pennsylvania Drug Reduction Property Program.


NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Upper Dublin and hereby ordered that Terrence P. Thompson, Chief of Police, shall be and is hereby authorized as the Township of Upper Dublin's representative to apply for participation in and acquire federal excess property from the Pennsylvania Drug Reduction Property Program and to be obligated to certifications and agreements of the transfer and placement of said property and payment of all service charges imposed.

ENACTED as a Resolution this 17 day May, A.D., 1995.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF LOWER MERION

By: 
Richard R. Rulon, President

Attest:


Frances S. Amey, Township Secretary

RESOLUTION NO. 1556

Misc 7 Oct 95

RECEIVED
TOWNSHIP OF UPPER DUBLIN
OCT 10 1995

**RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR PUBLIC STREET AND SANITARY SEWER EASEMENTS
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"CUCE-COSTANZO BUILDERS AND DEVELOPERS, INC."**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from CUCE-COSTANZO BUILDERS AND DEVELOPERS, INC. (hereinafter "Grantor") Deeds of Dedication for a portion of the Dreshertown Road right-of-way and for sanitary sewer easements to Lot 2, and to Lots 1, 2 and 3, more fully described in Exhibits "A", "B" and "C" respectively, attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Right-of-Way and Sanitary Sewer, which Subdivision Plan was prepared by Richard G. Rauch, P.L.S., 1202 Jericho Road, Abington, Pennsylvania, with Plan no. 32388, dated November 22, 1989, with last revision date February 12, 1990, together with Improvement Construction Drawings consisting of four (4) sheets; and

WHEREAS, Grantor has heretofore improved the Right-of-Way and Sanitary Sewer according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Right-of-Way and Sanitary Sewer will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Right-of-Way and Sanitary Sewer more fully described in Exhibits "A", "B" and "C" attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this Subdivision Project;
- C. Payment of all outstanding monies owed to the Township

pursuant to Developer's Agreement dated April 15, 1990, covering the cost of the required improvements and professional fees; and

- D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution.

Said payments and documentation shall be to the satisfaction of the Township Solicitor.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. The right-of-way, as described in Exhibit "A" attached hereto, shall hereafter be designated on the official maps of streets in the Township as public streets.

RESOLVED, this 13th day of June, 1995.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon, President

ATTEST:

Frances S. Amey
Frances S. Amey, Secretary
h:\ud\dev\cuce\accept.res

RICHARD G. RAUCH

Professional Engineer
Professional Land Surveyor

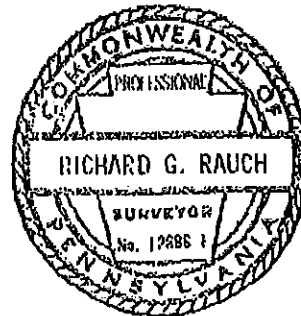
1202 Jericho Road · Abington, Pennsylvania 19001
(215) 887-9795 1297

January 17, 1994
Revised March 10, 1994

DESCRIPTION OF PORTION OF DRESHERTOWN ROAD located in front of properties at #1587 and #1599 Dreshertown Road to be dedicated to the proper authorities who have jurisdiction over same.

ALL THAT CERTAIN piece of roadway right-of-way situate in the Township of Upper Dublin, County of Montgomery, State of Pennsylvania, described according to a certain plan thereof known a Subdivision Plan made for Cuce'-Costanzo Builders & Developers, Inc., made by Richard G. Rauch, Professional Surveyor, Abington, PA 19001 - dated November 22, 1988 and last revised February 12, 1990, which PLAN is recorded at Norristown in Plan Book No. A 52 page 17 , described as follows to wit:

BEGINNING at a point on the centerline of Dreshertown Road (SR2024) being S 40° 10' 00" W the distance of 495.82 feet along the centerline of Dreshertown Road from the a point of intersection of the said centerline of Dreshertown Road with the centerline of Nicole Drive: THENCE extending from said point of beginning along the extended side property line of Lot #2 (#1599 Dreshertown Road) S 51° 02' 54" E the distance of 40.00 feet to a concrete monument (the front corner of Lot #2); thence along the right-of-way line of Dreshertown Road along the front property line of Lot #2 and Lot #1 at 40 feet from the center line of Dreshertown Road S 40° 10' 00" W the distance of 346.50 feet to a concrete monument (the front corner of Lot #1); thence along the extended side property line of Lot #1 (#1587 Dreshertown Road) N 51° 02' 46" W the distance of 40.00 feet to the centerline of Dreshertown Road; thence along the centerline of Dreshertown Road N 40° 10' 00" E the distance of 346.50 feet to the point and place of BEGINNING



Cuce-Costanzo Subdivision
Upper Dublin Township

DESCRIPTION OF LOT 3 SANITARY SEWER EASEMENT TO LOT #2

BEGINNING at a point on the southeasterly right-of-way line of Dreshertown Road (SR 2024) widened to forty (40) feet from the centerline to the southeasterly side of same - same point being the following four (4) courses and distances from a point of intersection of the said centerline of Dreshertown Road with the centerline of Nicole Drive; (1) extending from said point of intersection and along the centerline of Dreshertown Road S 40°10'00" W the distance of 495.82 feet to a point; (2) thence extending across the bed of Dreshertown Road S 51°02'54" E the distance of 40.00 feet to a concrete monument on the southeasterly right-of-way line of Dreshertown Road; (3) thence along the southeasterly right-of-way line of Dreshertown Road S 40°10'00" W the distance of 145.00 feet to an iron pipe (at corner of Lots #2 and #3); (4) thence extending along the property line of Lot #2 S 49°50'00" E the distance of 141.41 feet to a point;

Thence extending from said point of beginning along the property line of Lot #2 S 49°50'00" E the distance of 50.00 feet to a point; thence S 40°10'00" W the distance of 25.00 feet to a point on property line of Lot #4; thence along property line of Lot #4 N 49°50'00" W the distance of 50.00 feet to a point; thence N 40°10'00" E the distance of 25.00 feet to a point and place of beginning.

Cuce-Costanzo Subdivision
Upper Dublin Township

DESCRIPTION OF LOT 4 SANITARY SEWER EASEMENT TO LOTS #1, #2 & #3

BEGINNING at a point on the southeasterly right-of-way line of Dreshertown Road (SR 2024) widened to forty (40) feet from the centerline to the southeasterly side of same - same point being the following (four) 4 courses and distances from a point of intersection of the said centerline of Dreshertown Road with the centerline of Nicole Drive; (1) extending from the said point of intersection and along the centerline of Dreshertown Road S 40°10'00" W the distance of 495.82 feet to a point; (2) thence extending across the bed of Dreshertown Road S 51°02'54" E the distance of 40.00 feet to a concrete monument on the southeasterly right-of-way line of Dreshertown Road; (3) thence along the southeasterly right-of-way line of Dreshertown Road S 40°10'00" W the distance of 170.00 feet to a concrete monument (at corner of Lots #2 and #4); (4) thence extending along the property line of Lot #2 S 49°50'00" E the distance of 161.41 feet to a point;

Thence extending from said point of beginning along the property line of Lot 3 S 49°50'00" E the distance of 180.00 feet to the property line of Dublin Hunt Subdivision; thence along property line of Dublin Hunt Subdivision S 40°02'44" W the distance of 20.00 feet to a point; thence N 49°50'00" W the distance of 150.04 feet to a point; thence S 40°10'00" W the distance of 5.00 feet to a point; thence N 49°50'00" W the distance of 30.00 feet to a point on the property line of Lot 1; thence N 40°10'00" E the distance of 25.00 feet to a point and place of beginning.

RESOLUTION NO. 1556

RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR PUBLIC STREET AND SANITARY SEWER EASEMENTS
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"CUCE-COSTANZO BUILDERS AND DEVELOPERS, INC."

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from CUCE-COSTANZO BUILDERS AND DEVELOPERS, INC. (hereinafter "Grantor") Deeds of Dedication for a portion of the Dreshertown Road right-of-way and for sanitary sewer easements to Lot 2, and to Lots 1, 2 and 3, more fully described in Exhibits "A", "B" and "C" respectively, attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Right-of-Way and Sanitary Sewer, which Subdivision Plan was prepared by Richard G. Rauch, P.L.S., 1202 Jericho Road, Abington, Pennsylvania, with Plan no. 32388, dated November 22, 1989, with last revision date February 12, 1990, together with Improvement Construction Drawings consisting of four (4) sheets; and

WHEREAS, Grantor has heretofore improved the Right-of-Way and Sanitary Sewer according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Right-of-Way and Sanitary Sewer will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Right-of-Way and Sanitary Sewer more fully described in Exhibits "A", "B" and "C" attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this Subdivision Project;
- C. Payment of all outstanding monies owed to the Township

pursuant to Developer's Agreement dated April 15, 1990, covering the cost of the required improvements and professional fees; and

- D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution.

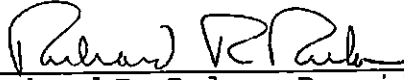
Said payments and documentation shall be to the satisfaction of the Township Solicitor.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.


3. The right-of-way, as described in Exhibit "A" attached hereto, shall hereafter be designated on the official maps of streets in the Township as public streets.

RESOLVED, this 13th day of June, 1995.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

ATTEST:


Frances S. Amey, Secretary
h:\ud\dev\ouce\accept.res

RICHARD G. RAUCH

Professional Engineer
Professional Land Surveyor

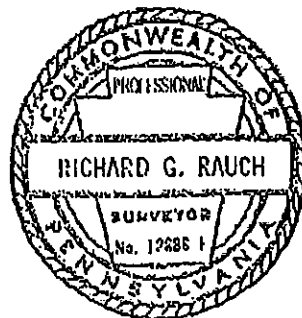
1202 Jericho Road · Abington, Pennsylvania 19001
(215) 887-9795 7277

January 17, 1994
Revised March 10, 1994

DESCRIPTION OF PORTION OF DRESHERTOWN ROAD located in front of properties at #1587 and #1599 Dreshertown Road to be dedicated to the proper authorities who have jurisdiction over same.

ALL THAT CERTAIN piece of roadway right-of-way situate in the Township of Upper Dublin, County of Montgomery, State of Pennsylvania, described according to a certain plan thereof known a Subdivision Plan made for Cuce'-Costanzo Builders & Developers, Inc., made by Richard G. Rauch, Professional Surveyor, Abington, PA 19001 - dated November 22, 1988 and last revised February 12, 1990, which PLAN is recorded at Norristown in Plan Book No. A 52 page 17 , described as follows to wit:

BEGINNING at a point on the centerline of Dreshertown Road (SR2024) being S 40° 10' 00" W the distance of 495.82 feet along the centerline of Dreshertown Road from the a point of intersection of the said centerline of Dreshertown Road with the centerline of Nicole Drive; THENCE extending from said point of beginning along the extended side property line of Lot #2 (#1599 Dreshertown Road) S 51° 02' 54" E the distance of 40.00 feet to a concrete monument (the front corner of Lot #2); thence along the right-of-way line of Dreshertown Road along the front property line of Lot #2 and Lot #1 at 40 feet from the center line of Dreshertown Road S 40° 10' 00" W the distance of 346.50 feet to a concrete monument (the front corner of Lot #1); thence along the extended side property line of Lot #1 (#1587 Dreshertown Road) N 51° 02' 46" W the distance of 40.00 feet to the centerline of Dreshertown Road; thence along the centerline of Dreshertown Road N 40° 10' 00" E the distance of 346.50 feet to the point and place of BEGINNING



Cuce-Costanzo Subdivision
Upper Dublin Township

DESCRIPTION OF LOT 3 SANITARY SEWER EASEMENT TO LOT #2

BEGINNING at a point on the southeasterly right-of-way line of Dreshertown Road (SR 2024) widened to forty (40) feet from the centerline to the southeasterly side of same - same point being the following four (4) courses and distances from a point of intersection of the said centerline of Dreshertown Road with the centerline of Nicole Drive; (1) extending from said point of intersection and along the centerline of Dreshertown Road S 40° 10' 00" W the distance of 495.82 feet to a point; (2) thence extending across the bed of Dreshertown Road S 51° 02' 54" E the distance of 40.00 feet to a concrete monument on the southeasterly right-of-way line of Dreshertown Road; (3) thence along the southeasterly right-of-way line of Dreshertown Road S 40° 10' 00" W the distance of 145.00 feet to an iron pipe (at corner of Lots #2 and #3); (4) thence extending along the property line of Lot #2 S 49° 50' 00" E the distance of 141.41 feet to a point;

Thence extending from said point of beginning along the property line of Lot #2 S 49° 50' 00" E the distance of 50.00 feet to a point; thence S 40° 10' 00" W the distance of 25.00 feet to a point on property line of Lot #4; thence along property line of Lot #4 N 49° 50' 00" W the distance of 50.00 feet to a point; thence N 40° 10' 00" E the distance of 25.00 feet to a point and place of beginning.

ok
Cuce-Costanzo Subdivision
Upper Dublin Township

DESCRIPTION OF LOT 4 SANITARY SEWER EASEMENT TO LOTS #1, #2 & #3

BEGINNING at a point on the southeasterly right-of-way line of Dreshertown Road (SR 2024) widened to forty (40) feet from the centerline to the southeasterly side of same - same point being the following (four) 4 courses and distances from a point of intersection of the said centerline of Dreshertown Road with the centerline of Nicole Drive; (1) extending from the said point of intersection and along the centerline of Dreshertown Road S 40°10'00" W the distance of 495.82 feet to a point; (2) thence extending across the bed of Dreshertown Road S 51°02'54" E the distance of 40.00 feet to a concrete monument on the southeasterly right-of-way line of Dreshertown Road; (3) thence along the southeasterly right-of-way line of Dreshertown Road S 40°10'00" W the distance of 170.00 feet to a concrete monument (at corner of Lots #2 and #4); (4) thence extending along the property line of Lot #2 S 49°50'00" E the distance of 161.41 feet to a point;

Thence extending from said point of beginning along the property line of Lot 3 S 49°50'00" E the distance of 180.00 feet to the property line of Dublin Hunt Subdivision; thence along property line of Dublin Hunt Subdivision S 40°02'44" W the distance of 20.00 feet to a point; thence N 49°50'00" W the distance of 150.04 feet to a point; thence S 40°10'00" W the distance of 5.00 feet to a point; thence N 49°50'00" W the distance of 30.00 feet to a point on the property line of Lot 1; thence N 40°10'00" E the distance of 25.00 feet to a point and place of beginning.

M

RESOLUTION NO. 1557

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

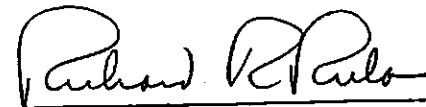
WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the Rules and Regulations of the Pennsylvania Department of Environmental Resources (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code,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

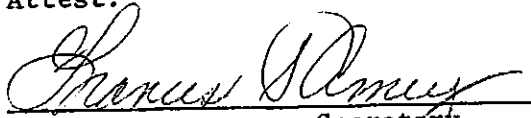
WHEREAS, The Cutler Group has proposed the development of a parcel of land identified as Dublin Woods, and described in the attached Sewage Facilities Planning Module, and proposes that such subdivision be served by sewer tap-ins, sewer extension.

WHEREAS, Upper Dublin Township finds that the subdivision described in the attached Sewage Facilities Planning Module conforms to applicable zoning and other municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

ADOPTED this 13th day of June, 1995.

By: 
President

Attest:

Secretary

RESOLUTION NO. 1558

RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR SANITARY SEWER EASEMENTS AS SHOWN ON
APPROVED SUBDIVISION PLAN FOR
"DUBLYN COURTS, a\k\a BELLEAIRE"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from NEFA CORPORATION (hereinafter "Grantor") Deeds of Dedication for two sanitary sewer easements, more fully described in Exhibits "A" and "B" respectively, attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Oxford Land Development, Ltd. showing the Sanitary Sewer, which Subdivision Plan was prepared by Stout, Tacconelli & Associates, Inc. of Kulpville, with Plan No. 1330, dated February 26, 1988, with last revision dated September 15, 1989, with Improvement Construction Plans consisting of thirty-eight (38) drawings; and

WHEREAS, NEFA Corporation is the Assignee of all of the rights and obligations of Oxford Land Development Limited pursuant to said Plan and Developer's Agreement dated March 3, 1992; and

WHEREAS, Grantor has heretofore improved the Sanitary Sewer according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Sanitary Sewer will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Sanitary Sewer more fully described in Exhibits "A" and "B" attached hereto, are accepted.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds,

Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 11th day of July, 1995.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

ATTEST:


Frances S. Amey, Secretary
h:\ud\dev\bellaire\sansew.res

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1559

RESOLUTION TO PERMIT TOWNSHIP TREASURER AND TAX COLLECTOR TO CHARGE NOMINAL FEE FOR DUPLICATING

WHEREAS, the Township Treasurer and Tax Collector is requested upon occasion to provide duplicate copies of bills and other related documents; and


WHEREAS, there is no legal provision for these expenses to be borne by the Treasurer, Tax Collector, or by the Municipality; and

WHEREAS, based on related statutes and regulations, the Board of Commissioners finds it appropriate to seek reimbursement for duplicating charges from the individual or entity requesting the duplication.

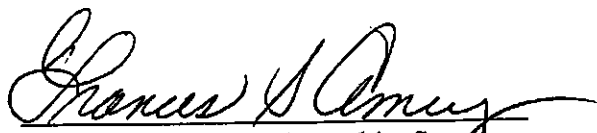
BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby authorizes the Treasurer and Tax Collector to charge a fee of \$3.00 per duplicate bill, and \$.50 per page for other related documents the Treasurer is requested to duplicate.

RESOLVED, this 8th day of August, 1995, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

Attest:


Frances S. Amey, Township Secretary

UPPER DEPT. IN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1560

RESOLUTION FOR COMMON DRIVEWAY ON DRESHERTOWN ROAD

WHEREAS, a Homeowners' Association known as the "Dresher Valley II Homeowners' Association" has been created in accordance with the approved plan for a subdivision adjacent to Dreshertown Road; and

WHEREAS, a Homeowners' Association is being created in accordance with approved plan for a subdivision known as the "Charles R., Jr., and Harriet S. Horner" subdivision, located at 335 Dreshertown Road which subdivision is adjacent to the Dresher Valley II subdivision; and

WHEREAS, the approved plans for each subdivision provide for a common driveway with cross easement for exclusive use by the members of each respective Homeowners' Association; and

WHEREAS, the developer has not yet commenced construction of the driveway for the Horner subdivision; and

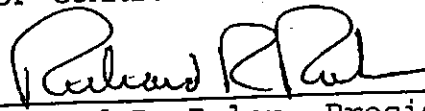
WHEREAS, the developer has proposed that construction of a common driveway with cross easements for use by both of the subdivisions would adequately accommodate the homeowners in each subdivision, would not create any additional impervious surface over and above that proposed on the respective approved plans, but would have the advantage of preserving trees, landscaping, and natural vegetation, most particularly on the Horner subdivision; and

WHEREAS, the developer has agreed to submit proposed cross easements for a driveway common to both subdivisions to the Township Solicitor's office for review and approval.

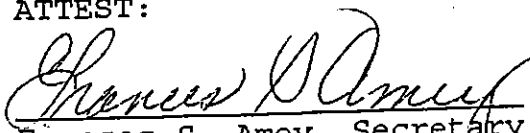
BE IT RESOLVED, that the Board of Commissioners hereby permits the members of the Dresher Valley II Homeowners' Association, and the members of the Homeowners' Association which will be created in accordance with the approval of the Charles R., Jr. and Harriet S. Horner subdivision, to deviate from the recorded plans for these respective subdivisions by creating a common driveway entrance with access onto Dreshertown Road for a length of approximately 412 feet with a width of approximately 24 feet in accordance with Cross Easement Agreements to be approved by the Township Solicitor.

RESOLVED, this 12th day of September, 1995 at a public meeting with the Board of Commissioners.

BOARD OF COMMISSIONERS

BY: 
Richard R. Rulon, President

ATTEST:


Frances S. Amey, Secretary
horner\driveway.res

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1560

RESOLUTION FOR COMMON DRIVEWAY ON DRESHERTOWN ROAD

WHEREAS, a Homeowners' Association known as the "Dresher Valley II Homeowners' Association" has been created in accordance with the approved plan for a subdivision adjacent to Dreshertown Road; and

WHEREAS, a Homeowners' Association is being created in accordance with approved plan for a subdivision known as the "Charles R., Jr., and Harriet S. Horner" subdivision, located at 335 Dreshertown Road which subdivision is adjacent to the Dresher Valley II subdivision; and

WHEREAS, the approved plans for each subdivision provide for a common driveway with cross easement for exclusive use by the members of each respective Homeowners' Association; and

WHEREAS, the developer has not yet commenced construction of the driveway for the Horner subdivision; and

WHEREAS, the developer has proposed that construction of a common driveway with cross easements for use by both of the subdivisions would adequately accommodate the homeowners in each subdivision, would not create any additional impervious surface over and above that proposed on the respective approved plans, but would have the advantage of preserving trees, landscaping, and natural vegetation, most particularly on the Horner subdivision; and

WHEREAS, the developer has agreed to submit proposed cross easements for a driveway common to both subdivisions to the Township Solicitor's office for review and approval.

BE IT RESOLVED, that the Board of Commissioners hereby permits the members of the Dresher Valley II Homeowners' Association, and the members of the Homeowners' Association which will be created in accordance with the approval of the Charles R., Jr. and Harriet S. Horner subdivision, to deviate from the recorded plans for these respective subdivisions by creating a common driveway entrance with access onto Dreshertown Road for a length of approximately 412 feet with a width of approximately 24 feet in accordance with Cross Easement Agreements to be approved by the Township Solicitor.

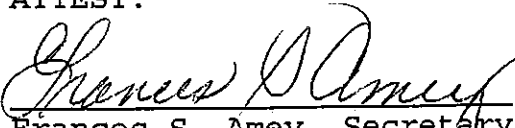
RESOLVED, this 12th day of September, 1995 at a public meeting with the Board of Commissioners.

BOARD OF COMMISSIONERS

BY: 

Richard R. Rulon, President

ATTEST:


Frances S. Amey, Secretary
horner\driveway.res

COMMONWEALTH OF PENNSYLVANIA:
: SS.
COUNTY OF MONTGOMERY :

On this the *22nd* day of *September*, 1995, before me, a Notary Public of the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Richard R. Rulon who acknowledged himself to be the President of the Board of Commissioners of Upper Dublin Township, a township of the First Class, and that he as such President, being authorized to do so, execute the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as President.

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

Frances S. Arney
Notary Public

Notarial Seal
Frances S. Arney, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 21, 1998
Member, Pennsylvania Association of Notaries



Maryanne Beckwith

RESOLUTION NO. 1561

RESOLUTION TO ACCEPT DEED OF DEDICATION
FOR A PORTION OF A PUBLIC STREET SHOWN ON
APPROVED SUBDIVISION PLAN FOR DUBLIN HUNT I, a/k/a WOLF TRACT

WHEREAS, the Board of Commissioners of the TOWNSHIP OF UPPER DUBLIN (hereinafter "Township") has received from GWYNEDD CHASE, INC. (hereinafter "Grantor") a Deed of Dedication for a portion of a public street known as "Dreshertown Road" (hereinafter "Street"), extending from beginning point to ending point as more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a subdivision plan filed by or on behalf of Grantor showing the portion of the Street and setting forth lots fronting on the Street; and

WHEREAS, Grantor has heretofore improved the portion of the Street according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the said portion of the Street will be opened and dedicated for public use and passage;

NOW THEREFORE, in consideration of the above, the Board of Commissioners of TOWNSHIP OF UPPER DUBLIN does hereby resolve as follows:

1. That the Deed of Dedication offered to the Township for a portion of a public right of way designated "Dreshertown Road", extending from beginning point to ending point as more particularly described in Exhibit "A" attached hereto is hereby accepted.
2. The proper officers of the Township are authorized to incorporate this resolution as an exhibit to the Deed of Dedication and record the same in the Office for the Recording of Deeds, Norristown, Pennsylvania.

RESOLVED, this 12th day of September, A.D.,
1995.

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon, President

Attest: Francis S. Amey
Francis S. Amey, Secretary

RESOLUTION NO. 1562

RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR PUBLIC STREET, STORM SEWER EASEMENTS,
AND DETENTION BASIN AS SHOWN ON
APPROVED SUBDIVISION PLAN FOR
"BELL HOLLOW FARMS"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from COL-MAL GROUP, INC., a Pennsylvania Corporation, SAMUEL E. COLAVITA, individual, JOSEPH A. MALLOZZI, individual (hereinafter together "Grantors") a Deed of Dedication for a public street, more fully described in Exhibit "A", attached hereto, and to be known as "Bell Lane"; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantors Deeds of Dedication for three storm sewer easements, more fully described in Exhibit "B" attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantors a Deed of Dedication for a detention basin easement, more fully described in Exhibit "C" attached hereto; and

WHEREAS, on February 14, 1989, the Board of Commissioners approved a Subdivision Plan filed by or on behalf of Grantors showing the Storm Sewer, Sanitary Sewer and Streets, which Subdivision Plan was titled "Bell Hollow Farms" prepared by Stout, Tacconelli and Associates, Inc., of Kulpville, Pennsylvania, dated April 6, 1989, which plan is recorded in the Office for the Recording of Deeds, Norristown, Montgomery County, Pennsylvania, Plan Book A-051, page 00061; and

WHEREAS, Grantors have heretofore improved the street, storm sewer, and detention basin according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the street, storm sewer and detention basin will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the street, storm sewer, and detention basin more fully described in Exhibits "A", "B" and "C" attached hereto, are accepted.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. The public street, as described in Exhibits "A" attached hereto, shall hereafter be designated on the official maps of streets in the Township as public streets.

RESOLVED, this 12th day of September, 1995.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon, President

ATTEST:

Frances S. Amey
Frances S. Amey, Secretary

h:\ud\dev\belholow\res

RESOLUTION NO. 1563

AND NOW, this 12th day of September, 1995, the Township of Upper Dublin, of Montgomery County, Pennsylvania, being desirous of obtaining reimbursement of monies for expenses incurred for officer Kimberly Ann Russell, pursuant to the training provisions of the Municipal Police Officers' Education and Training Act, Act 120 of 1974, hereby enacts the following RESOLUTION:

BE IT RESOLVED by the Township of Upper Dublin, and it is hereby resolved by the authority of same:

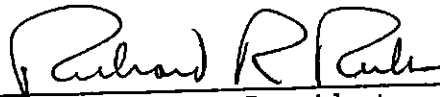
THAT the Township of Upper Dublin hereby agrees that while receiving any funds from the Commonwealth of Pennsylvania pursuant to said Act, the Township of Upper Dublin shall adhere to the rules, regulations and training standards established by the Municipal Police Officers' Education and Training Commission.

IN WITNESS WHEREOF the Township of Upper Dublin hereby authorizes the execution and attestation of the RESOLUTION and the date first above written.

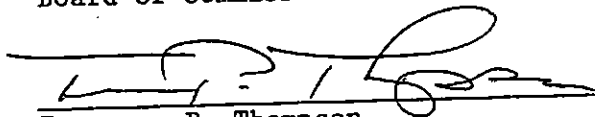
ADOPTED this 12th day of September, 1995.

BY:

UPPER DUBLIN TOWNSHIP

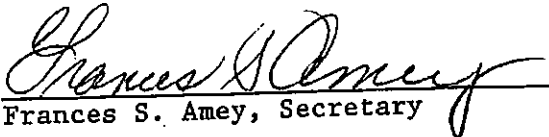


Richard R. Rulon, President
Board of Commissioners



Terrence P. Thompson
Chief of Police

Attest:



Frances S. Amey, Secretary

RESOLUTION NO. 1564

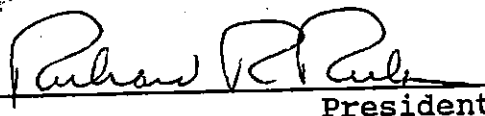
WHEREAS, Article XIII., Section 1301 of the Rules and Regulations for the Civil Service Commission provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township; and,

WHEREAS, pursuant to Section 55635 of the First Class Township Code, the Civil Service Commission is required to make rules and regulations to be approved by the Upper Dublin Board of Commissioners providing for the examinations, practical in character, for positions in the Upper Dublin Police Force, relating to such matters as fairly test the merit and fitness of the persons examined.

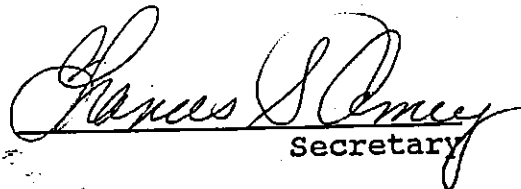
NOW, THEREFORE, be it resolved that the Commissioners of Upper Dublin Township do hereby endorse and approve Amendment No. 7 to the Rules and Regulations of the Civil Service Commission, a copy of which is attached hereto and made a part of this Resolution.

ADOPTED this 10th day of October, 1995 at a regular stated meeting of the Board of Commissioners.

By:


President

Attest:


Secretary

AMENDMENT NO. 7

RULES AND REGULATIONS
FOR THE
CIVIL SERVICE COMMISSION
UPPER DUBLIN TOWNSHIP

In accordance with Article XIII., Section 1301 of the Rules and Regulations For The Civil Service Commission as approved by the Board of Commissioners on August 8, 1989, the Civil Service Commission hereby proposes the following amended regulations:

1. Article VII. Examination Process, Section 702. Examinations for Police Positions., Subparagraph A. Examination for the Position of Police Officer: (1) shall be amended in its entirety as follows:

A. Examination for the Position of Police Officer:

(1) The following parts shall comprise the examination process for the position of police officer:

	<u>Element</u>	<u>Passing Score</u>	<u>Weighting</u>
Step 1	Written Examination	Ref: Section 704	60%
Step 2	Oral Examination (Top twenty (20) Ranking Candidates)	Ref: Section 704	40%
Step 3	Physical Agility Test	Ref: Section 702(A)(3)	Pass/Fail
Step 4	Background Investigation	Ref: Section 307	Pass/Fail
Step 5	Medical Examination	Ref: Article V	Pass/Fail
Step 6	Psychological Evaluation	Ref: Article V	Pass/Fail

2. Article III. Applications, Section 307. Investigation of the Applicant., shall be amended in its entirety as follows:

Section 307. Investigation of the Applicant.

A background investigation of the character and reputation of the applicant shall be made by the Commission or its agent or

agents and may include credit reports and reports of investigations from recognized agencies. The background investigation shall include a polygraph test as provided in Article VI. of the rules and regulations. The character and reputation of the applicant must be sufficient for him to merit appointment as a police officer. The results of the investigation shall be strictly confidential.

3. Article VIII. Eligible Lists, Section 801. Preparation of Eligible List., shall be amended in its entirety as follows:

Section 801. Preparation of Eligible List.

As soon as possible after the completion of each examination, the Secretary shall prepare an eligible list of the top twenty (20) ranking candidates, who will then be eligible to proceed with the oral examination. The names on the eligible list shall be arranged, from the highest to the lowest, in the order of the final weighted score received by each eligible applicant. The eligible list shall be filed in the office of the Municipal Secretary, and a copy posted on the notice board in the Municipal Building. The eligible list shall also indicate the date of its preparation. The right of a candidate to remain on an eligible list is under and subject to a satisfactory background investigation in the opinion of the Commission conducted pursuant to Section 307, as amended.

4. Article IX. Certification and Appointments, Section 904. Removal of Names from Furlough and Eligible Lists., shall be amended in its entirety as follows:

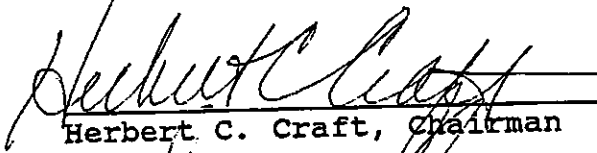
Section 904. Removal of Names from Furlough and Eligible Lists.

In addition to the other reasons stated as grounds for removal in these rules and regulations, the name of any person appearing on a furlough list or an eligible list shall be removed by the Commission if such person:

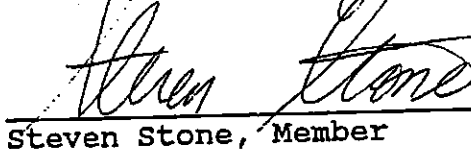
- (a) Indicates in writing his/her unavailability for appointment and requests removal from the list, OR
- (b) Is appointed to a position in the Police Department, OR
- (c) Declines an appointment to a permanent position in the Police Department, OR
- (d) Fails to make written reply to the Commission within seven (7) calendar days from the date of mailing a notice of certification, per Section 805 of these rules and regulations, OR

- (e) Indicates availability for appointment and is so appointed to fill a vacancy but fails to report for duty at the time prescribed, unless, in the opinion of the Municipal Governing Body such person can show good and sufficient reasons for failure to report, OR
- (f) The background investigation under Section 307 of these rules and regulations, as amended, is not satisfactory to the Commission.

Approved by a majority of the Commission this 26th day of July, 1995 at a special meeting of the Commission.



Herbert C. Craft, Chairman



Steven Stone, Member

Not Present

Kenneth J. Cooper, Secretary

(F)

RESOLUTION NO. ~~150~~ 1565

RESOLUTION TO ACCEPT STORM SEWER EASEMENT
FOR KRAMER/MARKS ARCHITECTS LAND DEVELOPMENT PROJECT

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from B.R.E.P. IV (hereinafter "Grantor") a storm sewer easement more fully described in Exhibit "A", attached hereto; and

WHEREAS, Grantor, is the owner of a parcel of land with address at 370 Commerce Drive, Fort Washington, Upper Dublin Township, Montgomery County, Pennsylvania, being known as parcel no. 54-00-04411-008 at block 49, unit 94; and

WHEREAS, the owners of adjacent parcel 54-00-04414-005, at block 49, unit 30, with address at 390 Commerce Drive, (hereinafter "Developers") wish to access the existing storm sewer inlet at 370 Commerce Drive in conjunction with land development plans for Kramer/Marks Architects prepared by Herbert H. Metz, Inc., dated March 3, 1995, which plans were been approved by the Township on May 9, 1995; and

WHEREAS, Grantor is willing to allow the storm water runoff from 390 Commerce Drive access the existing storm sewer inlet on 370 Commerce Drive; and

WHEREAS, this proposal is acceptable to the Township Engineer as a field change alternative to having storm water run-off from 390 Commerce Drive connect into an existing manhole in Commerce Drive in front of the driveway to 390 Commerce Drive as originally proposed; and


WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the storm sewer easement will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve that the Deed of Dedication offered to the Township for the storm sewer easement more fully described in Exhibit "A" attached hereto, is accepted, and the proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 14th day of November, 1995.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:



Frances S. Amey, Secretary

By: _____
Richard R. Rulon, President

RESOLUTION NO. 1566

RESOLUTION TO ACCEPT STREET DEED OF DEDICATION FOR
A PORTION OF MEETINGHOUSE ROAD
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"MEETINGHOUSE ROAD/PENNA"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from JOHN G. EICHENLAUB, INC. (hereinafter "Grantor") a Deed of Dedication for a portion of a public street known as "Meetinghouse Road", more fully described in the Street Deed of Dedication, a copy which is attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the widening of a portion of Meetinghouse Road, said plan having been prepared by Stout, Tacconelli and Associates, Inc. of Kulpsville, Pennsylvania, and dated September 1, 1992, with latest revision date November 16, 1993, bearing Plan No. 2096; and

WHEREAS, Grantor has heretofore improved the Street according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the Street will be opened and dedicated for public use.


NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:


1. The Deed of Dedication offered to the Township for the is accepted.
2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

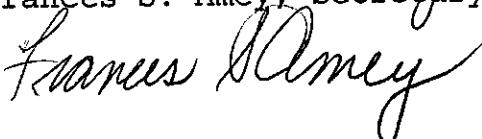
RESOLVED, this 14th day of November, 1995.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Frances S. Amey, Secretary

By: 
Richard R. Rulon, President



RESOLUTION NO. 1567

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

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

WHEREAS, Joseph Raynock has proposed the development of a parcel of land identified as Ashwood Court aka the Raynock Property and described in the attached Sewage Facilities Planning Module, and proposes that such subdivision be served by sewer tap-ins, sewer extension.

WHEREAS, Upper Dublin Township finds that the subdivision described in the attached Sewage Facilities Planning Module conforms to applicable zoning and other municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Upper Dublin Township hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

ADOPTED this 14th day of November, 1995.

By:

President

Attest:

Francis D. Amey
Secretary

RESOLUTION NO. 1568

RESOLUTION TO ACCEPT DEED OF DEDICATION FOR
SIX RIGHTS OF WAY FOR PUBLIC STREETS
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"DUBLYN LEA"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from THE CUTLER GROUP, INC. (hereinafter "Grantor") a Deed of Dedication for six rights of way for public streets (hereinafter together "Streets"), more fully described in Exhibits attached hereto, identified and to be known as follows:

Lexington Drive, Exhibit "A"
Foxbury Road, Exhibit "B"
Whitehouse Road, Exhibit "C"
Chandler Court, Exhibit "D"
Aidenn Lair Road, Exhibit "E"
Northwesterly Portion of Jarrettown Road, Exhibit "F"

and;

WHEREAS, the Township Manager has received written confirmation from the Commonwealth of Pennsylvania, Department of Environmental Protection (formerly "Department of Environmental Resources") by letter dated October 27, 1995, that accepting dedication of public improvements in the Dublyn Lea development will not put any obligation on the Township for wetland replacement, which is the responsibility of the permittee; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has previously received from Grantor a Deed of Easement for storm and sanitary sewer easements dated January 9, 1990, and recorded in the Office for the Recording of Deeds in Norristown, Montgomery County, at Book 4937, page 653, for easements as follows:

Drainage Easement through Lots no. 7 and 8
60 Foot Wide Drainage Easement on Lot no. 45
Drainage Easement through Lot no. 30
Drainage Easement through Lots no. 25, 28 and 29
Waterline Easement on Lot no. 38
Drainage Easement through Lots no. 12, 13, 14, 15 and 16
Easement for Drainage and Stormwater Detention Basin
through Lots no. 35, 36, 37 and 38
Drainage Easement through Lots no. 17, 18, 19, 20, 21 and
22
20 Foot Wide Drainage Easement on Lot no. 45
Sanitary Sewer Easement through Lot no. 15
Sanitary Sewer Easement through Lots no. 8, 11, 33, and

34

and;

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Rights of Way for Public Streets, which Subdivision Plan was prepared by Charles E. Shoemaker, Inc., of Abington, Pennsylvania, Plan No. 22620, dated February 28, 1989, as last revised October 20, 1989, and recorded in the Office for Recording of Deeds, Norristown, Pennsylvania, at Book A-51, page 344 (hereinafter the "Recorded Plan"); and

WHEREAS, Grantor has heretofore improved the Streets according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the Streets will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deed of Dedication offered to the Township for the Rights of Way for Public Streets more fully described in Exhibits "A" through "F" attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this Subdivision Project;
- C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated January 12, 1990, covering both the cost of the required improvements and the professional fees;
- D. Written confirmation from the Developer or verbal confirmation by counsel, that the Developer will pay the cost for recording the Deed of Dedication and the Resolution with the Office for the Recording of Deeds and with the Clerk of Courts;
- E. Payment to the Township of an escrow sum in the amount of Five Thousand Dollars (\$5,000.), to cover the cost of constructing and installing Inlet 16 at Foxbury Road and eliminating the silt buildup at the box culvert on Lexington Drive, to the satisfaction of the Township Engineer;

F. Written affidavit certifying that each improvement required by the Developers Agreement has been met, as required by paragraph 17 of said Agreement.

All payments and documentation shall be to the satisfaction of the Township Solicitor.

2. It is agreed that a Maintenance Bond is not required to guarantee the upkeep of the improvements due to certain circumstances of this development including the fact that most of the public improvements have been completed to a reasonable degree for a period of at least 18 months prior to the date of this Resolution.

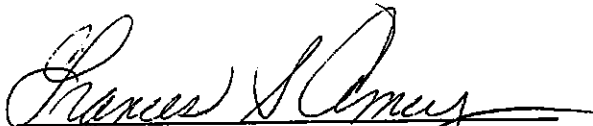
3. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

4. The public streets, as described in the attached Exhibits shall hereafter be designated on the official map of streets in the Township as public streets.

RESOLVED, this 14th day of November, 1995.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Frances S. Amey, Secretary

h:\ud\dev\dublea\deed.res



By: 
Richard R. Rulon, President

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

LEXINGTON DRIVE
 DUBLYN LEA
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of ground SITUATE in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania bounded and described according to a Subdivision Plan - Sheet 1 of 3 of Dublyn Lea thereof made February 28, 1989 and last revised October 20, 1989 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point of tangency on the Southeasterly side of Lexington Drive (50' wide), said point being at the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') measured Northwestwardly, Westwardly and Southwestwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') from a point of curvature on the Southwesterly side of Aidenn Lair Road (50' wide); THENCE extending from the place of beginning South forty-six degrees two minutes thirty seconds West (S 46° 02' 30" W) along the said Southeasterly side of Lexington Drive and crossing the head of Foxbury Road (50' wide) eight hundred forty-two and no one-hundredths feet (842.00') to a point; THENCE North forty-three degrees fifty-seven minutes thirty seconds West (N 43° 57' 30" W) crossing the bed of Lexington Drive fifty and no one-hundredths feet (50.00') to a point on the Northwesterly side of Lexington Drive; THENCE along the same North forty-six degrees two minutes thirty seconds East (N 46° 02' 30" E) nine hundred twenty-two and no one-hundredths feet (922.00') to a point of curvature; THENCE Northeastwardly still along the said Northwesterly side of Lexington Drive on the arc of a circle curving to the right with a radius of one hundred seventy-five and no one-hundredths feet (175.00') the arc distance of forty-two and seventy-five one-hundredths feet (42.75') to a point of tangency; THENCE North sixty degrees two minutes twenty-two seconds East (N 60° 02' 22" E) still along the Northwesterly side of Lexington Drive one hundred fourteen and ninety-seven one-hundredths feet (114.97') to a point of curvature; THENCE Northeastwardly still along the Northwesterly side of Lexington Drive on the arc of a circle curving to the left with a radius of one hundred twenty-five and no one-hundredths feet (125.00') the arc distance of thirty-one and sixty-eight one-hundredths feet (31.68') to a point of tangency;

EXHIBIT A

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

LEXINGTON DRIVE
 DUBLYN LEA
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

Sheet #2

THENCE North forty-five degrees thirty-one minutes twelve seconds East (N 45° 31' 12" E) still along the Northwesterly side of Lexington Drive one and fifty one-hundredths feet (1.50') to a point; THENCE South forty-seven degrees fifty-four minutes eighteen seconds East (S 47° 54' 18" E) crossing the bed of Lexington Drive fifty and nine one-hundredths feet (50.09') to a point on the Southeasterly side of Lexington Drive; THENCE along the same South forty-five degrees thirty-one minutes twelve seconds West (S 45° 31' 12" W) two and ninety-nine one-hundredths feet (2.99') to a point of curvature; THENCE Southwestwardly still along the Southeasterly side of Lexington Drive on the arc of a circle curving to the right with a radius of one hundred seventy-five and no one-hundredths feet (175.00') the arc distance of forty-four and thirty-five one-hundredths feet (44.35') to a point of tangency; THENCE South sixty degrees two minutes twenty-two seconds West (S 60° 02' 22" W) still along the Southeasterly side of Lexington Drive one hundred fourteen and ninety-seven one-hundredths feet (114.97') to a point of curvature; THENCE Southwestwardly still along the Southeasterly side of Lexington Drive on the arc of a circle curving to the left with a radius of one hundred twenty-five and no one-hundredths feet (125.00') the arc distance of thirty and fifty-four one-hundredths feet (30.54') to a point of tangency; THENCE South forty-six degrees two minutes thirty seconds West (S 46° 02' 30" W) still along the Southeasterly side of Lexington Drive and crossing the head of Aidenn Lair Road eighty and no one-hundredths feet (80.00') to the first mentioned point and place of beginning.

BEING Lexington Drive on Subdivision Plan - Sheet 1 of 3 of Dublyn Lea prepared for The Cutler Group, Inc.

#22620
 Up.Dub.-803
 October 25, 1989

OK A Fowler
 11/5/95

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

FOXBURY ROAD
 DUBLYN LEA
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of ground SITUATE in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania bounded and described according to a Subdivision Plan - Sheet 1 of 3 of Dublyn Lea thereof made February 28, 1989 and last revised October 20, 1989 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point of tangency on the Southeasterly side of Foxbury Road (50' wide), said point being at the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') measured Northwestwardly, Westwardly and Southwestwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') from a point of curvature on the Southwesterly side of Aidenn Lair Road (50' wide); THENCE extending from the place of beginning South fifty-five degrees forty-three minutes thirty-four seconds West (S 55° 43' 34" W) along the Southeasterly side of Foxbury Road two hundred sixty-two and twenty-three one-hundredths feet (262.23') to a point of curvature; THENCE Southwestwardly, Westwardly and Northwestwardly along the Southeasterly, Southerly and Southwesterly sides of Foxbury Road on the arc of a circle curving to the right with a radius of two hundred seventy-five and no one-hundredths feet (275.00') the arc distance of three hundred eighty-five and forty-nine one-hundredths feet (385.49') to a point of tangency; THENCE North forty-three degrees fifty-seven minutes thirty seconds West (N 43° 57' 30" W) along the Southwesterly side of Foxbury Road two hundred thirty-five and no one-hundredths feet (235.00') to a point of curvature; THENCE Northwestwardly, Westwardly and Southwestwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') to a point of tangency on the Southeasterly side of Lexington Drive (50' wide) THENCE North forty-six degrees two minutes thirty seconds East (N 46° 02' 30" E) crossing the terminus of Foxbury Road eighty and no one-hundredths feet (80.00') to a point of curvature; THENCE Southwestwardly, Southerly and Southeastwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') to a point of tangency on the Northeasterly side of Foxbury Road; THENCE along the same

EXHIBIT B

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

FOXBURY ROAD
 DUBLYN LEA
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

Sheet #2

South forty-three degrees fifty-seven minutes thirty seconds East (S 43° 57' 30" E) two hundred thirty-five and no one-hundredths feet (235.00') to a point of curvature; THENCE Southeastwardly, Eastwardly and Northeastwardly along the Northeasterly, Northerly and Northwesterly sides of Foxbury Road on the arc of a circle curving to the left with a radius of two hundred twenty-five and no one-hundredths feet (225.00') the arc distance of three hundred fifteen and forty one-hundredths feet (315.40') to a point of tangency; THENCE North fifty-five degrees forty-three minutes thirty-four seconds East (N 55° 43' 34" E) along the Northwesterly side of Foxbury Road two hundred sixty-two and twenty-three one-hundredths feet (262.23') to a point of curvature; THENCE Northeastwardly, Northerly and Northwestwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') to a point of tangency on the Southwesterly side of Aidenn Lair Road; THENCE along the same and crossing the head of Foxbury Road South thirty-four degrees sixteen minutes twenty-six seconds East (S 34° 16' 26" E) eighty and no one-hundredths feet (80.00') to a point of curvature; THENCE Northwestwardly, Westwardly and Southwestwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') to a point of tangency on the Southeasterly side of Foxbury Road and place of beginning.

BEING Foxbury Road on Subdivision Plan - Sheet 1 of 3
 of Dublin Lea prepared for The Cutler Group, Inc.

#22620
 Up.Dub.-803
 October 25, 1989

OK A. Fowler
 11/5/95

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

WHITEHOUSE ROAD
 DUBLYN LEA
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of ground SITUATE in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania bounded and described according to a Subdivision Plan - Sheet 1 of 3 of Dublyn Lea thereof made February 28, 1989 and last revised October 20, 1989 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point of tangency on the Northwesterly side of Whitehouse Road (50' wide), said point being at the arc distance of twenty-one and forty-one one-hundredths feet (21.41') measured Southeastwardly, Eastwardly and Northeastwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') from a point of reverse curvature on the Northeasterly side of Aidenn Lair Road (50' wide); THENCE extending from the place of beginning North eighty degrees fifty-four minutes forty-six seconds East ($N 80^{\circ} 54' 46'' E$) along the said Northwesterly side of Whitehouse Road forty-four and fifty-two one-hundredths feet (44.52') to a point of curvature; THENCE Northeastwardly along the Northwesterly side of Whitehouse Road on the arc of a circle curving to the left with a radius of one hundred twenty-five and no one-hundredths feet (125.00') the arc distance of fifty-five and fifty-nine one-hundredths feet (55.59') to a point of tangency; THENCE North fifty-five degrees twenty-five minutes fifty-nine seconds East ($N 55^{\circ} 25' 59'' E$) still along the Northwesterly side of Whitehouse Road one hundred sixteen and forty-six one-hundredths feet (116.46') to a point; THENCE South thirty-four degrees sixteen minutes twenty-six seconds East ($S 34^{\circ} 16' 26'' E$) crossing the bed of Whitehouse Road fifty and no one-hundredths feet (50.00') to a point on the Southeasterly side of Whitehouse Road; THENCE along the same South fifty-five degrees twenty-five minutes fifty-nine seconds West ($S 55^{\circ} 25' 59'' W$) one hundred sixteen and twenty one-hundredths feet (116.20') to a point of curvature; THENCE Southwestwardly along the Southeasterly side of Whitehouse Road on the arc of a circle curving to the right with a radius of one hundred seventy-five and no one-hundredths feet (175.00') the arc distance of seventy-seven and eighty-two one-hundredths feet (77.82') to a point of tangency; THENCE South eighty degrees fifty-four minutes forty-six seconds West ($S 80^{\circ} 54' 46'' W$) still along the Southeasterly side of Whitehouse Road forty-four and fifty-two one-hundredths feet (44.52') to a point of curvature;

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

WHITEHOUSE ROAD
DUBLYN LEA
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

Sheet #2

THENCE Southwestwardly, Southerly and Southeastwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-one and forty-one one-hundredths feet (21.41') to a point of tangency on the Northeasterly side of Aidenn Lair Road; THENCE Northwestwardly along the same and crossing the head of Whitehouse Road on the arc of a circle curving to the left with a radius of two hundred sixty-five and no one-hundredths feet (265.00') the arc distance of seventy-five and ninety-eight one-hundredths feet (75.98') to a point of curvature; THENCE Southeastwardly, Eastwardly and Northeastwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-one and forty-one one-hundredths feet (21.41') to a point of tangency on the Northwesterly side of Whitehouse Road and place of beginning.

BEING Whitehouse Road on Subdivision Plan - Sheet 1 of 3 of Dublyn Lea prepared for The Cutler Group, Inc.

#22620
Up.Dub.-803
October 25, 1989

OK A. Fowler
11/6/95

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

CHANDLER COURT
 DUBLYN LEA
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of ground SITUATE in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania bounded and described according to a Subdivision Plan - Sheet 1 of 3 of Dublyn Lea thereof made February 28, 1989 and last revised October 20, 1989 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point of tangency on the Southeasterly side of Chandler Court (50' wide), said point being at the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') measured Northwestwardly, Westwardly and Southwestwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') from a point of curvature on the Southwesterly side of Aidenn Lair Road (50' wide); THENCE extending from the place of beginning South sixty-seven degrees twenty-six minutes eight seconds West (S 67° 26' 08" W) along the Southeasterly side of Chandler Court two hundred fifty-seven and eighty-four one-hundredths feet (257.84') to a point of curvature; THENCE Southwestwardly on the arc of a circle curving to the left with a radius of thirty and no one-hundredths feet (30.00') the arc distance of thirty-five and fifty-nine one-hundredths feet (35.59') to a point of reverse curvature; THENCE Southwestwardly, Westwardly, Northwestwardly, Northerly and Northeastwardly around the cul-de-sac which terminates Chandler Court on the arc of a circle curving to the right with a radius of fifty and no one-hundredths feet (50.00') the arc distance of two hundred sixteen and forty one-hundredths feet (216.40') to a point of tangency on the Northwesterly side of Chandler Court; THENCE along the same North sixty-seven degrees twenty-six minutes eight seconds East (N 67° 26' 08" E) three hundred thirty-two and no one-hundredths feet (332.00') to a point of curvature; THENCE Northeastwardly, Northerly and Northwestwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') to a point of tangency on the Southwesterly side of

EXHIBIT D

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

CHANDLER COURT
DUBLYN LEA
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

Sheet #2

Aidenn Lair Road; THENCE along the same and crossing the head of Chandler Court South twenty-two degrees thirty-three minutes fifty-two seconds East (S 22° 33' 52" E) eighty and no one-hundredths feet (80.00') to a point of curvature; THENCE Northwestwardly, Westwardly and Southwestwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') to a point of tangency on the Southeasterly side of Chandler Court and place of beginning.

BEING Chandler Court on Subdivision Plan - Sheet 1 of 3 of Dublyn Lea prepared for The Cutler Group, Inc.

#22620
Up.Dub.-803
October 25, 1989

OK A Fowler
11/6/95

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

AIDENN LAIR ROAD
 DUBLYN LEA
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of ground SITUATE in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania bounded and described according to a Subdivision Plan - Sheet 1 of 3 of Dublyn Lea thereof made February 28, 1989 and last revised October 20, 1989 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point of tangency on the Southwesterly side of Aidenn Lair Road (50' wide), said point being at the arc distance of twenty-three and thirty-one one-hundredths feet (23.31') measured Northeastwardly, Northwardly and Northwestwardly on the arc of a circle curving to the left from a point of curvature on the Northwesterly side of Jarrettown Road (said Northwesterly side being 25' Northwest of the title line in the bed of Jarrettown Road); THENCE extending from the place of beginning North twenty-two degrees thirty-three minutes fifty-two seconds West (N 22° 33' 52" W) along the Southwesterly side of Aidenn Lair Road and crossing the head of Chandler Court (50' wide) four hundred eleven and fifty-four one-hundredths feet (411.54') to a point of curvature; THENCE Northwestwardly along the Southwesterly side of Aidenn Lair Road on the arc of a circle curving to the right with a radius of two hundred seventy-five and no one-hundredths feet (275.00') the arc distance of one hundred four and eleven one-hundredths feet (104.11') to a point of tangency; THENCE North zero degrees fifty-two minutes twenty-six seconds West (N 00° 52' 26" W) still along the Southwesterly side of Aidenn Lair Road one hundred twenty-nine and sixty-eight one-hundredths feet (129.68') to a point of curvature; THENCE Northwestwardly still along the Southwesterly side of Aidenn Lair Road on the arc of a circle curving to the left with a radius of two hundred fifteen and no one-hundredths feet (215.00') the arc distance of one hundred twenty-five and thirty-three one-hundredths feet (125.33') to a point of tangency; THENCE North thirty-four degrees sixteen minutes twenty-six seconds West (N 34° 16' 26" W) still along the Southwesterly side of Aidenn Lair Road and crossing the head of Foxbury Road (50' wide) two hundred sixty-eight and thirty-six one-hundredths feet (268.36') to a point of curvature; THENCE Northwestwardly still along the Southwesterly side of Aidenn Lair Road on the arc of a circle curving to the left with a radius of two hundred and no one-hundredths feet (200.00') the arc distance of thirty-three and eighty-one one-hundredths feet (33.81') to a

EXHIBIT E

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

AIDENN LAIR ROAD
 DUBLYN LEA
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

Sheet #2

point of tangency; THENCE North forty-three degrees fifty-seven minutes thirty seconds West ($N 43^{\circ} 57' 30'' W$) still along the Southwesterly side of Aidenn Lair Road four hundred forty-seven and ninety-nine one-hundredths feet (447.99') to a point of curvature; THENCE Northwestwardly, Westwardly and Southwestwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') to a point of tangency on the Southeasterly side of Lexington Drive (50' wide); THENCE along the same and crossing the head of Aidenn Lair Road North forty-six degrees two minutes thirty seconds East ($N 46^{\circ} 02' 30'' E$) eighty and no one-hundredths feet (80.00') to a point of curvature; THENCE Southwestwardly, Southerly and Southeastwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and fifty-six one-hundredths feet (23.56') to a point of tangency on the Northeasterly side of Aidenn Lair Road; Thence along the same South forty-three degrees fifty-seven minutes thirty seconds East ($S 43^{\circ} 57' 30'' E$) four hundred forty-seven and ninety-nine one-hundredths feet (447.99') to a point of curvature; THENCE Southeastwardly still along the Northeasterly side of Aidenn Lair Road on the arc of a circle curving to the right with a radius of two hundred fifty and no one-hundredths feet (250.00') the arc distance of forty-two and twenty-six one-hundredths feet (42.26') to a point of tangency; THENCE South thirty-four degrees sixteen minutes twenty-six seconds East ($S 34^{\circ} 16' 26'' E$) still along the Northeasterly side of Aidenn Lair Road two hundred sixty-eight and thirty-six one-hundredths feet (268.36') to a point of curvature; THENCE Southeastwardly still along the Northeasterly side of Aidenn Lair Road and crossing the head of Whitehouse Road (50' wide) one hundred fifty-four and forty-eight one-hundredths feet (154.48') to a point of tangency; THENCE South zero degrees fifty-two minutes twenty-six seconds East ($S 00^{\circ} 52' 26'' E$) still along the Northeasterly side of Aidenn Lair Road one hundred twenty-nine and sixty-eight one-hundredths feet (129.68') to a point of curvature; THENCE Southeastwardly still along the

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

AIDENN LAIR ROAD
 DUBLYN LEA
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

Sheet #3

Northeasterly side of Aidenn Lair Road on the arc of a circle curving to the left with a radius of two hundred twenty-five and no one-hundredths feet (225.00') the arc distance of eighty-five and eighteen one-hundredths feet (85.18') to a point of tangency; THENCE South twenty-two degrees thirty-three minutes fifty-two seconds East (S 22° 33' 52" E) still along the Northeasterly side of Aidenn Lair Road four hundred ten and nineteen one-hundredths feet (410.19') to a point of curvature; THENCE Southeastwardly, Eastwardly and Northeastwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and eighty-two one-hundredths feet (23.82') to a point of tangency on the Northwesterly side of Jarrettown Road; THENCE along the same and crossing the head of Aidenn Lair Road South sixty-six degrees twenty-eight minutes five seconds West (S 66° 28' 05" W) eighty and one one-hundredth foot (80.01') to a point of curvature; THENCE Northeastwardly, Northerly and Northwestwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') the arc distance of twenty-three and thirty-one one-hundredths feet (23.31') to a point of tangency on the Southwesterly side of Aidenn Lair Road and place of beginning.

BEING Aidenn Lair Road on Subdivision Plan - Sheet 1
 of 3 of Dublyn Lea prepared for The Cutler Group, Inc.

#22620
 Up. Dub. -803
 October 25, 1989

OK A. Fowler
 11/6/95

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

NORTHWESTERLY PORTION OF JARRETTOWN ROAD
 DUBLYN LEA
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of ground SITUATE in the Township of Upper Dublin, Montgomery County, Commonwealth of Pennsylvania bounded and described according to a Subdivision Plan - Sheet 1 of 3 of Dublyn Lea thereof made February 28, 1989 and last revised October 20, 1989 by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point of tangency on the Northwestern side of Jarrettown Road (said Northwestern side being 25' Northwest of the title line in the bed of Jarrettown Road), said point being at the arc distance of twenty-three and eighty-two one-hundredths feet (23.82') measured Southeastwardly, Eastwardly and Northeastwardly on the arc of a circle curving to the left with a radius of fifteen and no one-hundredths feet (15.00') from a point of curvature on the Northeasterly side of Aidenn Lair Road (50' wide); THENCE extending from the place of beginning North sixty-six degrees twenty-eight minutes five seconds East (N 66° 28' 05" E) along the said Northwestern side of Jarrettown Road two hundred sixty-five and forty-one one-hundredths feet (265.41') to a point; THENCE South thirty-four degrees thirty-four minutes one second East (S 34° 34' 01" E) twenty-nine and eighty-three one-hundredths feet (29.83') to a point on the title line in the bed of Jarrettown Road; THENCE along the same South sixty-seven degrees twenty-three minutes five seconds West (S 67° 23' 05" W) eight hundred fifteen and seventy-seven one-hundredths feet (815.77') to a point; THENCE North forty-three degrees fifty-seven minutes thirty seconds West (N 43° 57' 30" W) twenty-three and eighty-six one-hundredths feet (23.86') to a point on the Northwestern side of Jarrettown Road; THENCE along the same North sixty-seven degrees twenty-six minutes eight seconds East (N 67° 26' 08" E) three hundred sixty-three and sixty-nine one-hundredths feet (363.69') to an angle point; THENCE North sixty-six degrees twenty-eight minutes five seconds East (N 66° 28' 05" E) still along the Northwestern side of Jarrettown Road and crossing the head of Aidenn Lair Road one hundred eighty-nine and twenty-three one-hundredths feet (189.23') to the first mentioned point and place of beginning.

BEING the Northwestern Portion of Jarrettown Road on Subdivision Plan - Sheet 1 of 3 of Dublyn Lea prepared for The Cutler Group, Inc.

#22620

Up. Dub. -803

October 25, 1989

EXHIBIT **F**

OK
 A. Foalser
 11/3/95

RESOLUTION NO. 1569

RESOLUTION OF THE COMMISSIONERS OF THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the Municipality").

WHEREAS, Section 5 of the Act of January 24, 1966, p.l. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act," as amended, and the Rules and Regulations of the Department of Environmental Resources (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the Municipality, and

WHEREAS, O'Brien & Gere Engineers, Inc. has prepared an Act 537 Plan Update for the Rapp Run/Pine Run Drainage Basins which provides for sewage facilities in a portion of the Township of Upper Dublin, and

WHEREAS, the Township of Upper Dublin finds that the Facility Plan described above conforms to applicable zoning, subdivision, other municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of the Township of Upper Dublin hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Plan" of the Municipality, the above referenced Facility Plan. The Municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act, as amended.)

The alternative of choice to be implemented is Alternative No. 5 - the Dreshertown Service Area Diversion and Upgrade/Expansion of the Upper Dublin Wastewater Treatment Plant (WWTP). The key implementation activities/dates include:

- * Construction of the Dreshertown Plaza Interconnection with the Virginia Drive Interceptor and diversion of flows from Abington WWTP to Upper Dublin WWTP in 1996;
- * Design and construction of a Virginia Drive Relief Interceptor between the WWTP and Camp Hill Road by Year 2000 if determined to be necessary as a result of flow monitoring of these conveyance facilities;

* Design of plant improvements and actual construction, when approved, required to improve treatment and increase capacity or promote greater efficiency and cost effectiveness as follows:

- primary clarifier replacement and modifications in the Trickling Filter portion of the plant;
- the addition of a secondary clarifier with ring tankage in the Activated Sludge portion of the plant;
- Sludge Management Facilities based upon the results of the Biosolids Management Study currently in progress.


ADOPTED this 14th day of November, 1995.

By:



Richard R. Rulon, President
Board of Commissioners

Attest:


Frances S. Amey, Secretary

I, Frances S. Amey, Secretary of the Upper Dublin Township Board of Commissioners, hereby certify that the foregoing is a true copy of the Township's Resolution No. 1509 adopted on November 14, 1995.


Frances S. Amey

11-16-95
Date

(SEAL)

RESOLUTION NO. 1570

A RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER, GREGORY N. KLEMICK, OR, THE PRESIDENT OF THE BOARD OF COMMISSIONERS, RICHARD R. RULON, TO EXECUTE THE PENNSYLVANIA LIQUOR CONTROL BOARD APPLICATION FOR RENEWAL OF THE MUNICIPAL GOLF COURSE LIQUOR LICENSE ASSIGNED TO TWINING VALLEY GOLF CLUB AND ANY OTHER ASSOCIATED PAPERS.

WHEREAS, it is the desire of the Township of Upper Dublin to be granted a renewal of its Municipal Golf Course Liquor License assigned to Twining Valley Golf Club;

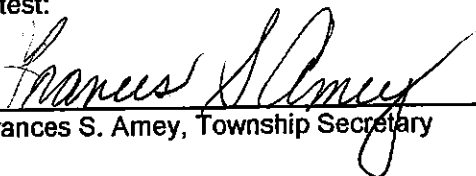
THEREFORE, BE IT RESOLVED, that an application for said license to expire April 30, 1998 be filed with Pennsylvania Liquor Control Board and that Richard R. Rulon and/or Gregory N. Klemick are/is authorized to execute the necessary application and bond along with any other forms and papers required for renewal or change.

ADOPTED this 14th day of November, 19 95.

Signed,

Richard R. Rulon, President
Board of Commissioners
Upper Dublin Township

Attest:



Frances S. Amey, Township Secretary

RESOLUTION NO. 1571

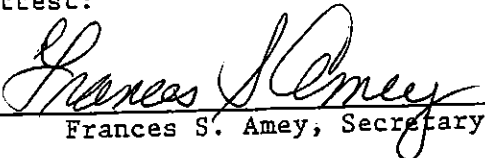
BE IT RESOLVED, by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by authority of the same, that the President of the Board of Commissioners of Upper Dublin Township be authorized and directed to sign the attached Agreement on its behalf and that the Secretary of Upper Dublin Township be authorized and directed to attest the same.

ADOPTED this 14th day of November, 1995.

UPPER DUBLIN TOWNSHIP

By: _____
Richard R. Rulon, President
Board of Commissioners

Attest:



Frances S. Amey, Secretary

I, Frances S. Amey, Secretary of the Township of Upper Dublin, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners held the 14th day of November, 1995.

DATE: _____

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
WINTER TRAFFIC SERVICES

SUPPLEMENTAL AGREEMENT NO. 064604A

THIS SUPPLEMENTAL AGREEMENT, made and entered into this ____ day
of _____ 19 __, by and between the Commonwealth of Pennsylvania,
acting through the Department of Transportation, hereinafter called the
COMMONWEALTH,

AND

the Township of Upper Merion of
the Commonwealth of Pennsylvania, acting through its authorized officials,
hereinafter called the MUNICIPALITY;

WITNESSETH;

WHEREAS, the parties entered into Agreement No. 064604,
whereby the MUNICIPALITY agreed to perform snow and ice clearance together
with the application of anti-skid and/or de-icing materials for certain
State Highways as set forth therein; and,

WHEREAS, the parties desire to amend Agreement No. 064604 for
the purpose of adding (~~or deleting~~) certain State Highways.

NOW, THEREFORE, the parties agree to amend Agreement No.
in accordance with the following:

1. Exhibit A attached to Agreement No. 064604 is revised in
accordance with Supplemental Exhibit A which is attached to and made part of
this Supplemental Agreement, for the purpose of adding (~~or deleting~~) a State
Highway(s) known as SR various

2. The effective date of this addition (or ~~deletion~~) shall be

November 1, 1995.

3. All other terms and conditions of Agreement No. 064604 not modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement on the day and year first above written.

ATTEST:

Signature _____ Date _____

Title _____
(SEAL)

ATTEST:

Francis Diney 11/16/95
Signature _____ Date _____

Secretary
Title _____
(SEAL)

APPROVED AS TO LEGALITY AND FORM

Signature _____ Date _____

Chief Counsel
Title _____

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
BY

Signature _____ Date _____

Secretary of Transportation
Title _____

MUNICIPALITY Upper Merion Twp

Federal Identification No. 236003042

BY Paul R. Kula 11-15-95
Signature _____ Date _____

President Bd. of Commis.
Title _____

RECORDED NO. _____
Certified Funds Available Under Activity Program _____

SYMBOL _____

AMOUNT _____

BY _____
Signature _____ Date _____

Comptroller
Title _____

APPROVED FOR OFFICE OF THE BUDGET

BY _____
Signature _____ Date _____

Comptroller
Title _____

Preapproved Form:
OGC No. 18-K-243
Appv'd OAG 12/27/90

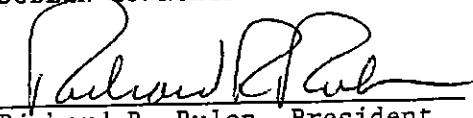
"Contract No. 064604A, is split 0 %, expenditure amount of 0 for Federal funds and 100 %, expenditure amount of 179704.26 for State funds. The related Federal Assistance program name and number is na; na. The State Assistance program name and number is Wingar; Maintenance."

RESOLUTION NO. 1571

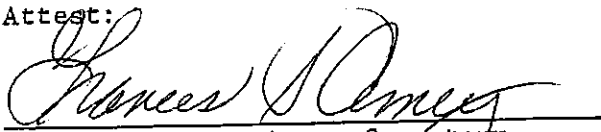
BE IT RESOLVED, by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by authority of the same, that the President of the Board of Commissioners of Upper Dublin Township be authorized and directed to sign the attached Agreement on its behalf and that the Secretary of Upper Dublin Township be authorized and directed to attest the same.

ADOPTED this 14th day of November, 1995.

UPPER DUBLIN TOWNSHIP

By: 
Richard R. Rulon, President
Board of Commissioners

Attest:


Frances S. Amey, Secretary

I, Frances S. Amey, Secretary of the Township of Upper Dublin, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners held the 14th day of November, 1995.

DATE: 11-16-95



B RATE	C RATE	D RATE	E RATE
483	483	483	392

**EXHIBIT A
MONTGOMERY COUNTY**

WINTER SEASON OF **95-96**
MUNICIPALITY **UPPER DUBLIN**

AGREEMENT NO **064604** EXPIRATION **98-99**

MFC	LOCAL NAME	DESCRIPTION	Lanes	Length	Rate	Total
1 B	SR 63 WELSH RD.	KIMBALL RD. TO CHAPEL HILL WEST DR.	4	1.85	483	3574.20
1 B	SR 63 WELSH RD.	CHAPEL HILL WEST DR. TO TENNIS AVE.	2	2.25	483	2173.50
1 B	SR 152 LIMEKILN PIKE	CHELSEA AVE. TO WELSH RD.	2	4.70	483	4540.20
2 C	SR 2027 PENNA. AVE.	CHELSEA AVE. TO TWP. LINE	2	2.02	483	1951.32
2 C	SR 2027 PENNA. AVE.	TWP. RD. TO FT. WASHINGTON	4	0.44	483	850.08
3 D	SR 2020 TENNIS AVE.	BETHLEHEM PIKE TO WELSH RD.	2	2.00	483	1932.00
3 D	SR 2022 FT. WASHINGTON	BETHLEHEM PIKE TO LIMEKILN PIKE	2	2.54	483	2453.64
2 C	SR 2024 DRESHERTOWN	FLIMEKILN PIKE TO WELSH RD.	4	1.62	483	3129.84
3 D	SR 2038 FITZWATERTOWN	LIMEKILN PIKE TO WOODLAND RD.	2	1.53	483	1477.98
2 C	SR 2017 SUSQUEHANNA R	CLEMENS TO LIMEKILN PIKE	2	0.85	483	821.10
2 C	SR 2017 SUSQUEHANNA R	LIMEKILN PIKE TO PINETOWN RD.	4	1.10	483	2125.20
2 C	SR 2017 SUSQUEHANNA R	PINETOWN RD. TO HONEY RUN DR.	2	0.99	483	956.34
2 C	SR 2017 SUSQUEHANNA R	HONEY RUN DR. TO 309	4	0.23	483	444.36
2 C	SR 2017 SUSQUEHANNA R	RTE. 309 TO BUTLER PIKE	4	0.20	483	386.40
2 C	SR 2017 SUSQUEHANNA R	BUTLER PIKE TO TENNIS AVE.	2	0.65	483	627.90
3 D	SR 2028 CAMPHILL RD.	PENNA. AVE. TO LIMEKILN PIKE	2	1.79	483	1729.14
2 C	SR 2007 NORRISTOWN RD	TENNIS AVE. TO WELSH RD.	2	1.34	483	1294.44
1 B	SR 2018 BETHLEHEM PIKE	PENN. AVE. TO TENNIS	3	2.08	483	3013.92
2 C	SR 2021 JENKINTOWN RD.	TOWNSHIP RD. TO LIMEKILN PIKE	2	0.38	483	367.08
						28.56 MI \$ 33848.64

RESOLUTION NO. 1572

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 1996.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 1996 detailing the estimated amounts of money required for the specific purposes of the Upper Dublin Township government for the ensuing fiscal year including estimated receipts, expenditures and appropriations, and,

WHEREAS, the proposed 1996 budget was advertised as required by law and presented at public workshops on November 8th and November 14th, 1995, and,

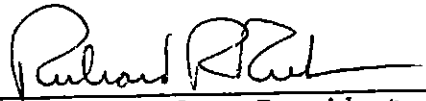
WHEREAS, amendments were made to the proposed budget during the public budget hearings legally advertised and held on November 21st, November 28th and December 5th, 1995,

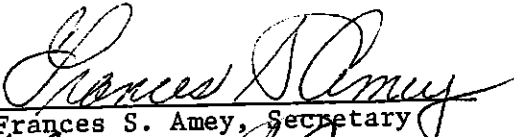
WHEREAS, the proposed budget as amended will take effect on January 1, 1996;

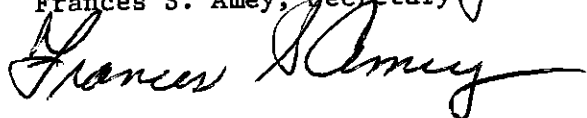
THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, detailed in the attached exhibit, for 1996.

ADOPTED this 12th day of December, 1995, A.D.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: 
Richard R. Rulon, President

ATTEST: 
Frances S. Amey, Secretary



RESOLUTION NO. 1573

A RESOLUTION TO PROVIDE FOR THE IMPOSITION OF FEES FOR THE REVIEW OF LAND DEVELOPMENT PLANS.

WHEREAS, on November 29, 1988, the General Assembly of the Commonwealth of Pennsylvania re-enacted the Pennsylvania Municipalities Planning Code, adopting certain amendments thereto, one of which gives the power to a municipality to establish engineering fees to be charged to applicants for reviews of Subdivision and Land Development Plans; and

WHEREAS, the Act permits the fees to be based upon a schedule established by resolution;

NOW, THEREFORE, BE IT RESOLVED that there shall be charges for engineering services, inspections and other duties performed by the Township Engineer, for the year 1995 at the following rates:


Professional Engineer	\$72.00/hour
Professional Surveyor	72.00/hour
Project Engineer	68.00/hour
Engineer	60.00/hour
Chief of Surveys	50.00/hour
Senior Designer	50.00/hour
Designer	46.00/hour
Grading Inspector	46.00/hour
Technician	42.00/hour
Draftsperson	35.00/hour
Chief Construction Inspector	45.00/hour
Construction Inspector	38.00/hour
Survey Crew (3 person)	100.00/hour
Survey Crew (2 person)	75.00/hour

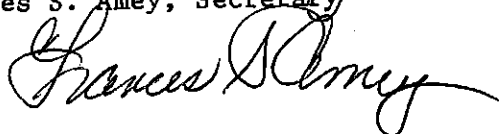
ADOPTED this 9th day of January, 1996.

Signed:


Richard R. Rulon, President

Attest:


Frances S. Amey, Secretary



F

RESOLUTION NO. 1574

RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR A PUBLIC STREET AND SIX STORM SEWER EASEMENTS
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"HIGHLAND PARK II"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from HIGHLAND PARK, INC. (hereinafter "Grantor") Deeds of Dedication for a public street known as "Van Sant Lane", more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor a Deed of Dedication for six storm sewer easements more fully described in Exhibits "B" through "G" attached hereto, identified and known as follows:

- Storm Sewer Easement (Lot 1 & Lot 2)
- Storm Sewer Easement (Lot 2 & Lot 3)
- Storm Sewer Easement (Lot 5 & Lot 6)
- Storm Sewer Easement (Lot 7)
- Storm Sewer Easement (Lot 8)
- Storm Sewer Easement (Lot 4 & Lot 8)

and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Street, Storm Sewer, and other improvements, which Subdivision Plan was prepared by Stout, Tacconelli & Associates, Inc., with Plan No. 1556, dated June 9, 1989, with last revision dated January 24, 1990, with Improvement Construction Plans consisting of eight (8) drawings; and

WHEREAS, said plans were approved by the Board of Commissioners of the Township of Upper Dublin on January 9, 1989, and recorded on March 30, 1990, in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A-52, page 29 (hereinafter the "Recorded Plans"); and

WHEREAS, Grantor has heretofore improved the Street and Storm Sewer according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Street and Storm Sewer will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Street and Storm Sewer more fully described in Exhibits attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this Subdivision Project;
- C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated December 11, 1991, covering the cost of the required improvements and professional fees;
- D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution.
- E. Proof to the satisfaction of the Township Solicitor that (1) there is written agreement between Grantor and property owners, Ha Il Chong and Cha Song, that the fence inadvertently constructed by the property owners on property owned by Grantor and which satisfies a portion of the fencing requirement of the recorded plans, will be maintained by Grantor, and (2) a Deed Restriction has been recorded providing that maintenance of the Fort Washington Swim Club is the responsibility of the Swim Club, as required by Plan Note 7.

All payments and documentation shall be to the satisfaction of the Township Solicitor.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. The public street as described in the attached Exhibit shall hereafter be designated on the official map of streets in the Township as public streets.

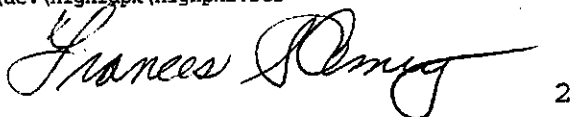
RESOLVED, this 9th day of ~~February~~ ^{January}, 1996.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:


Frances S. Amey, Secretary
h:\ud\dev\highlqpk\highpk2.res

By: 
Richard R. Rulon, President





Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

July 6, 1993

**LEGAL DESCRIPTION
HIGHLAND PARK II
DEED OF DEDICATION
(VAN SANT LANE)
PROJECT #1556**

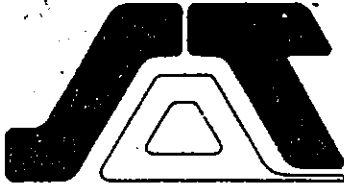
ALL THAT CERTAIN tract or 50 foot wide strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as Van Sant Lane on a Subdivision Plan of Highland Park II prepared for Westrum Land Development Corp; by Stout, Tacconelli & Associates Inc. dated June 9, 1989 as last revised January 24, 1990, and being more fully described as follows:

BEGINNING at a point on the northeast sideline of Van Sant Lane (50 feet wide) said point also being a corner in the line dividing the lands of lot 1 and the lands of Terrence and Zealda Dougherty, said point also being located at the southeasterlymost terminus of Schiavone Drive (an existing cul-de-sac); thence from said beginning point and extending along the northeast sideline of Van Sant Drive, aforesaid; the following five (5) courses: (1) South $46^{\circ} 46' 42''$ East, 8.73 feet to a point of curvature; (2) Extending along a line curving to the right in a southerly direction having a radius of 150.00 feet for an arc distance of 272.01 feet to a point of tangency; (3) South $57^{\circ} 07' 23''$ West, 70.12' feet to a point of curvature; (4) extending along a line curving to the left in a southerly direction, having a radius of 125.00 feet for an arc distance of 72.83 feet to a point of tangency; (5) South $23^{\circ} 44' 21''$ West, 103.87 feet to a point, on the northeasterlymost terminus of Van Sant Lane, aforesaid; thence extending along the said terminus, South $85^{\circ} 18' 30''$ West, 56.86 feet to a point, on the northwest sideline of Van Sant Lane, aforesaid; thence extending along the said sideline, the following (5) five courses: (1) North $23^{\circ} 44' 21''$ East, 130.95 feet to a point of curvature; (2) extending along a line curving to the right in a northeasterly direction having a radius of 175.00 feet for an arc distance of 99.51 feet to a point of tangency; (3)

Professional Engineering/Land Surveying

EXHIBIT A

North 57° 07' 23" East, 70.12 feet to a point of curvature; (4) extending along a line curving to the left in a northwesterly direction, having a radius of 100.00 feet for an arc distance of 181.34 feet to a point of tangency; (5) North 46° 46' 42" West 13.84 feet to a point in the southeast line of lands of Sidney and Annette Flexner, thence extending along the southeasterlymost terminus of Schiavone Drive aforesaid, North 49° 03' 10" East 50.26 feet to the point of beginning.



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18967
(215) 257-5000
Fax: (215) 257-1635

July 6, 1993

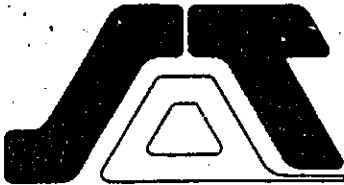
**LEGAL DESCRIPTION
HIGHLAND PARK II
STORM SEWER EASEMENT
(LOT 1 & LOT 2)
PROJECT #1556**

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as 20 foot wide Storm Sewer Easement of Highland Park II prepared for Westrum Land Development Corp; by Stout, Tacconelli & Associates Inc. dated June 9, 1989 as last revised January 24, 1990, and being more fully described as follows:

BEGINNING at a point on the southeast sideline of Van Sant Lane (50 feet wide) said point also being a corner in the line dividing the lands of lot 1 and lot 2; thence from the said beginning point and extending along the sideline of Van Sant Lane aforesaid along a line curving to the left in a northerly direction having a radius of 150.00 feet, for an arc distance of 10.07 feet to a point; thence extending on and through the line of lands of lot 1, South 71° 40' 30" East, 39.99 feet to a point, in the southeast line of lands of Nora Scafida; thence extending along the said Scafida lands, South 18° 19' 30" West, 20.00 feet to a point; thence extending on and through the line of lands of lot 2, North 71° 40' 30" West, 43.40 feet to a point on the southeast sideline of Van Sant Lane aforesaid; thence extending along the said sideline, along a line curving to the left in a northerly direction, having a radius of 150.00 feet for an arc distance of 10.18 feet to the point of beginning.

EXHIBIT B

Professional Engineering/Land Surveying



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

July 6, 1993

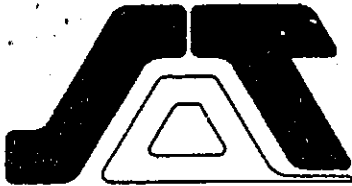
**LEGAL DESCRIPTION
HIGHLAND PARK II
STORM SEWER EASEMENT
(LOT 2 & LOT 3)
PROJECT #1556**

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as 20 foot wide Storm Sewer Easement of Highland Park II prepared for Westrum Land Development Corp; by Stout, Tacconelli & Associates Inc. dated June 9, 1989 as last revised January 24, 1990, and being more fully described as follows:

BEGINNING at a point on the southeast sideline of Van Sant Lane (50 feet wide) said point also being a corner in the line dividing the lands of lot 2 and lot 3; thence from the said beginning point and extending along the said sideline, along a line curving to the right in a northerly direction having a radius of 125.00 feet for an arc distance of 10.12 feet to a point; thence extending on and through the line of lands of lot 2 the following two (2) courses: (1) South 50° 51' 47" East, 133.10 feet to an angle point; (2) South 39° 08' 13" West, 10.00 feet to a point in the aforementioned dividing line; thence extending on and through the line of lands of lot 3 the following two (2) courses: (1) South 39° 08' 13" West, 10.00 feet to an angle point; (2) North 50° 51' 47" West, 135.39 feet to a point, on the southeast sideline of Van Sant Lane aforesaid; thence extending along the said sideline along a line curving to the right in a northerly direction having a radius of 125.00 feet for an arc distance of 10.00 feet to the point of beginning.

EXHIBIT C

Professional Engineering/Land Surveying



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

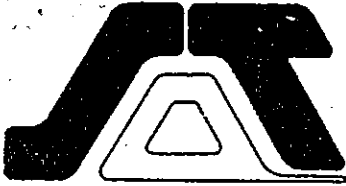
158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

July 6, 1993

**LEGAL DESCRIPTION
HIGHLAND PARK II
STORM SEWER EASEMENT
(LOT 5 & LOT 6)
PROJECT #1556**

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as 20 foot wide Storm Sewer Easement of Highland Park II prepared for Westrum Land Development Corp; by Stout, Tacconelli & Associates Inc. dated June 9, 1989 as last revised January 24, 1990, and being more fully described as follows:

BEGINNING at a point on the northwest sideline of Van Sant Lane (50 feet wide) said point also being a corner in the line dividing the lands of lot 5 and lot 6; thence from the said beginning point and extending along the aforementioned sideline, South $57^{\circ} 07' 23''$ West, 10.00 feet to a point; thence extending on and through the line of lands of lot 6 the following (2) two courses: (1) North $32^{\circ} 52' 37''$ West, 110.00 feet to a point, (2) North $57^{\circ} 07' 23''$ East, 10.00 feet to a point, in the aforementioned dividing line; thence extending on and through the line of lands of lot 5 the following (2) two courses: (1) North $57^{\circ} 07' 23''$ East, 10.00 feet to an angle point; (2) South $32^{\circ} 52' 37''$ East, 110.00 feet to a point on the northwest sideline of Van Sant Lane, aforesaid, thence extending along said sideline, South $57^{\circ} 07' 23''$ West, 10.00 feet to the point of beginning.



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 44
Silverdale, Pennsylvania 18961
(215) 257-5000
Fax: (215) 257-1631

July 6, 1993

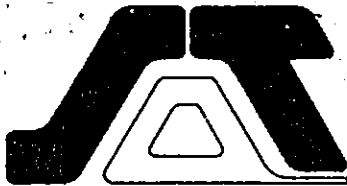
**LEGAL DESCRIPTION
HIGHLAND PARK II
STORM SEWER EASEMENT
(LOT 7)
PROJECT #1556**

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as 20 foot wide Storm Sewer Easement of Highland Park II prepared for Westrum Land Development Corp; by Stout, Tacconelli & Associates Inc. dated June 9, 1989 as last revised January 24, 1990, and being more fully described as follows:

BEGINNING at an angle point in the line dividing the lands of lot 6 and lot 7, said point being located, North $50^{\circ} 30' 15''$ West, 32.93 feet from a point marking the intersection of the said dividing line and the northwest sideline of Van Sant Lane, (50 feet wide); thence from the said beginning point and extending on and through the line of lands of lot 7, South $17^{\circ} 14' 17''$ East, 26.32 feet to a point on the northeast side of a 25 foot wide easement designated as "Easement A"; thence extending along the said Easement A lands, North $66^{\circ} 15' 39''$ West, 26.49 feet to a point; thence extending on and through the line of lands of lot 7 the following (2) two courses: (1) North $17^{\circ} 14' 17''$ West, 85.63 feet to an angle point; (2) North $72^{\circ} 45' 43''$ East, 20.00 feet to a point in the line dividing the lands of lot 6 and lot 7 aforesaid; thence extending along the said dividing line South $17^{\circ} 14' 17''$ East, 88.81 feet to the point of beginning.

EXHIBIT E

Professional Engineering/Land Surveying



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

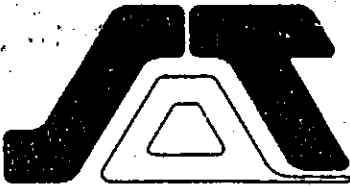
158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

July 6, 1993

**LEGAL DESCRIPTION
HIGHLAND PARK II
STORM SEWER EASEMENT
(LOT 8)
PROJECT #1556**

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as 20 foot wide Storm Sewer Easement of Highland Park II prepared for Westrum Land Development Corp; by Stout, Tacconelli & Associates Inc. dated June 9, 1989 as last revised January 24, 1990, and being more fully described as follows:

BEGINNING at an iron pin, a corner, said point being the southwesterlymost corner of lot 8, said point also being a common corner in the line dividing the lands of lot 8, aforesaid, and the lands of Charles C. and Mona B. Snyder, and the line of lands of the Ft. Washington Swim Club; thence from the said beginning point and extending along the said Swim Club lands, North $49^{\circ} 03' 10''$ East, 70.00 feet to a point; thence extending on and through the line of lands of lot 8 the following (4) courses: (1) North $59^{\circ} 40' 46''$ East, 170.00 feet to an angle point; (2) South $30^{\circ} 19' 14''$ East, 20.00 feet to an angle point; (3) South $59^{\circ} 40' 46''$ West, 125.00 feet to an angle point; (4) South $52^{\circ} 56' 20''$ East, 18.98 feet to a point, in the northwest line of lands of Anthony W. and Cindy L. Jordan; thence extending partly along the said Jordan Lands and partly along the line of lands of Lee B. and Elizabeth C. Kuehl the following (2) two courses: (1) South $82^{\circ} 45' 00''$ West, 25.00 feet to an angle point; (2) South $68^{\circ} 16' 00''$ West, 99.21 feet to the point of beginning.



Stout, Tacconelli & Associates, Inc.

1744 Sumneytown Pike
P.O. Box 1191
Kulpsville, Pennsylvania 19443
(215) 855-5146
Fax: (215) 855-5686

158 West Main Street
P.O. Box 447
Silverdale, Pennsylvania 18962
(215) 257-5000
Fax: (215) 257-1635

July 6, 1993

**LEGAL DESCRIPTION
HIGHLAND PARK II
STORM SEWER EASEMENT
(LOT 4 AND LOT 8)
PROJECT #1556**

ALL THAT CERTAIN tract or strip of ground situate in Upper Dublin Township, Montgomery County, Pennsylvania being shown as 20 foot wide Storm Sewer Easement of Highland Park II prepared for Westrum Land Development Corp; by Stout, Tacconelli & Associates Inc. dated June 9, 1989 as last revised January 24, 1990, and being more fully described as follows:

BEGINNING at a point on the northwest sideline of Van Sant Lane (50 feet wide) said point also being a corner in the line dividing the lands of lot 4 and the lands of Ronald N. and Chari M. Raphael; thence from the said beginning point and extending along the said dividing line, South $85^{\circ} 18' 30''$ West, 118.42 feet to a point; thence extending on and through the line of lands of lot 8 the following (3) three courses: (1) North $11^{\circ} 41' 30''$ West, 61.29 feet to an angle point; (2) North $78^{\circ} 18' 30''$ East, 20.00 feet to an angle point; (3) South $11^{\circ} 41' 30''$ East, 40.31 feet to a point, in the northwest line of lands of lot 4; thence extending on and through the line of lands of lot 4 the following (2) two courses: (1) South $11^{\circ} 41' 30''$ East, 4.69 feet to an angle point; (2) North $85^{\circ} 18' 30''$ East, 110.63 feet to a point on the northwest sideline of Van Sant Lane, aforesaid; thence extending along the said sideline, South $23^{\circ} 44' 21''$ West, 21.16 feet to the point of beginning.

EXHIBIT G

Professional Engineering/Land Surveying

RESOLUTION NO. 1575

RESOLUTION IN MEMORY OF DR. EDWARD D. LUSTBADER

WHEREAS, the Board of Commissioners, colleagues on the Environmental Protection Advisory Board and other Township friends have been saddened by the untimely passing of Edward Lustbader, and

WHEREAS, Edward Lustbader served the Township of Upper Dublin as a member of the Environmental Protection Advisory Board from 1983 to 1992; and

WHEREAS, Edward Lustbader was the Chairman of the Environmental Protection Advisory Board from 1985 to 1992; and

WHEREAS, Edward Lustbader demonstrated leadership throughout his tenure with that Board and did so with utmost consideration of conflicting views, concerns, and sensitivities of his peers; and

WHEREAS, Edward Lustbader, in his capacity as Chairman of the Environmental Protection Advisory Board, presented with distinction its position and recommendations on numerous complex issues to the Board of Commissioners of Upper Dublin Township; and

WHEREAS, membership of the Environmental Protection Advisory Board with whom he served wish to give Edward Lustbader special acclamation; and

WHEREAS, Edward Lustbader had made numerous innovative contributions throughout his professional career as a renowned researcher in the field of health sciences; and

WHEREAS, Edward Lustbader unselfishly shared his talent and energies in the many family and community activities in which he participated,

BE IT THEREFORE RESOLVED, that in appreciation for his contributions, support, and leadership generously given to the Environmental Protection Advisory Board and to both Upper Dublin Township and the broader general community, the Board of Commissioners hereby enacts this resolution to be recorded in the official Township record to honor the illustrious career and memory of Dr. Edward D. Lustbader.

RESOLVED this 13th day of February, 1996.

By:



Richard R. Rulon, President

Attest:



Susan B. Lohdefer, Assistant Secretary

Resolution No. 1576

During the year-long celebration of the 50th Anniversary of the first computer, a resolution by the Upper Dublin Township Board of Commissioners to join surrounding municipalities in recognizing its co-inventor, local resident John W. Mauchly.

WHEREAS, fifty years ago John W. Mauchly, a former resident of Upper Dublin (now deceased), working with J. Presper Eckert, Jr. at the University of Pennsylvania's Moore School of Electronic Engineering, designed and built a machine called ENIAC (Electronic Numerical Integrator and Computer) which revolutionized the way information was processed; and

WHEREAS, the advent and subsequent evolution of this first computer sparked a latter-century explosion in the area of information management technology not solely in the United States but, indeed, the entire world; and

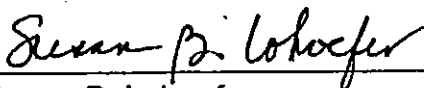
WHEREAS, this contribution is being recognized nationally during 1996 with a 50th Anniversary Celebration of the invention of the computer;

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners joins in commemorating this contribution and notes with great honor the importance and value of the genius of John W. Mauchly and urges all of our citizens to share in the pride afforded by the accomplishments of this great teacher and inventor, a true local hero.

Signed this 13th day of February A.D. 1996.



Richard R. Rulon, President
Upper Dublin Township
Board of Commissioners



Susan B. Lohoefer
Assistant Township Secretary

RESOLUTION NO. 1577

RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR A STORM WATER EASEMENT AND THREE ROAD WIDENINGS
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"ST. MARY'S NORTH, A/K/A ST. MARY'S VILLA NORTHERN"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from WESTRUM BALLANTRAE LIMITED PARTNERSHIP (hereinafter "Grantor") Deeds of Dedication for a storm sewer easement, more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor a Deed of Dedication for the widening of three public streets more fully described in Exhibits "B" through "D" attached hereto, identified and known as follows:

Cedar Road Right-of-Way
Lake Drive Right-of-Way
Loch Alsh Avenue Right-of-Way

and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Streets, Storm Sewer, and other improvements, which Subdivision Plan was prepared by Unitech Engineers, Inc. of Langhorne, Pennsylvania, with Plan No. M-213, dated July 10, 1988, with last revision dated June 12, 1989, with Improvement Construction Plans consisting of sixteen (16) drawings; and

WHEREAS, said plans were approved by the Board of Commissioners of the Township of Upper Dublin on February 14, 1989; and

WHEREAS, Grantor has heretofore improved the Streets and Storm Sewer according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Street and Storm Sewer will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Streets and Storm Sewer more fully described in Exhibits attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. Written, notarized certification that payment has been

made to all contractors of Grantor engaged on this Subdivision Project;

- C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated May 22, 1989, and the Addendum thereto dated March 31, 1993 covering the cost of the required improvements and professional fees;
- D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution;
- E. An escrow in the amount of Five Thousand Dollars (\$5,000.00) to be used for topsoil remediation on Lot 6 to the satisfaction of the Township Engineer in accordance with an Escrow Agreement therefor as approved by the Township Solicitor;
- F. Written storm sewer easement from the Sisters of the Holy Family of Nazareth in favor of the Township to account for water discharge into the lake, in a form satisfactory to the Township Solicitor.
- G. All claims by Westrum against the Township in connection with the dedication of this development are withdrawn.

All payments and documentation shall be to the satisfaction of the Township Solicitor.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. The public streets as described in the attached Exhibits shall hereafter be designated on the official map of streets in the Township as public streets.

4. The effective date of this Resolution shall be December 12, 1995.

RESOLVED, this ^{13th} 15th day of February, 1996.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:

Susan B. Wohelfs
Susan B. Wohelfs

Asst. ~~Frances S. Amey~~, Secretary
ud\lit\westrum\accept.res

By: *Richard R. Rulon*
Richard R. Rulon, President



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (610) 489-5100

FAX: (610) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

October 19, 1995

DESCRIPTION OF 20 FOOT WIDE STORM WATER EASEMENT OVER LOT 9 AND LOT 10 OF BALLENTRAE NORTH (AKA ST. MARY'S VILLA NORTHERN) UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being 20 foot wide storm water easement over Lot 9 and Lot 10 of Ballentrae North (aka St. Mary's Villa Northern), bounded and described according to a plan prepared by Unitech Engineers, Inc., 654 North Woodbourne Road, Langhorne, PA 19047, plan titled "Final Subdivision Plan for St. Mary's Villa Northern", dated 7/10/88 and last revised 6/12/89.

BEGINNING at a point on the southerly right-of-way line of Lake Drive (50.00 feet wide), said point being a common corner of Lot 9 and Lot 10 of Ballentrae North:

1. Thence along the southerly right-of-way line of Lake Drive, North 87 degrees 39 minutes 12 seconds East, a distance of 10.00 feet to a point;
2. Thence leaving the southerly right-of-way line of said Lake Drive and passing through Lot 9 of Ballentrae North, South 02 degrees 20 minutes 48 seconds East, a distance of 150.00 feet to a point on line of lands now or late of Sisters of the Holy Family of Nazareth (Tax Parcel No. 54-26-19);
3. Thence along lands now or late of said Sisters of the Holy Family of Nazareth (Tax Parcel No. 54-26-19), South 87 degrees 39 minutes 12 seconds West, a distance of 20.00 feet to a point;
4. Thence leaving lands now or late of said Sisters of the Holy Family of Nazareth (Tax Parcel No. 54-26-19) and passing through Lot 10 of Ballentrae North, North 02 degrees 20 minutes 48 seconds West, a distance of 150.00 feet to a point on the southerly right-of-way line of Lake Drive;
5. Thence along the southerly right-of-way line of said Lake Drive, North 87 degrees 39 minutes 12 seconds East, a distance of 10.00 feet to the first mentioned point and place of BEGINNING.

CONTAINING 3,000 square feet of land; more or less. Said area represents a proposed 20 foot wide storm water easement over Lot 9 and Lot 10 of Ballentrae North (aka St. Mary's Villa Northern), as shown on the aforementioned plan.



Thomas Watkins



EXHIBIT A

CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (610) 489-5100

FAX: (610) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

October 19, 1995

DESCRIPTION OF CEDAR ROAD RIGHT-OF-WAY

ADJACENT TO BALLENTRAE NORTH (AKA ST. MARY'S VILLA NORTHERN) UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Cedar Road right-of-way adjacent to Ballentrae North (aka St. Mary's Villa Northern), bounded and described according to a plan prepared by Unitech Engineers, Inc., 654 North Woodbourne Road, Langhorne, PA 19047, plan titled "Final Subdivision Plan for St. Mary's Villa Northern", dated 7/10/88 and last revised 6/12/89.

BEGINNING at a point on the title line in the centerline of Cedar Road (50.00 feet wide, to be widened to 65.00 feet wide with the addition of 15.00 feet on this, the southeasterly side), said point being a common corner of lands now or late of Sisters of the Holy Family of Nazareth (Tax Parcel No. 54-26-19):

1. Thence along the title line in the centerline of said Cedar Road, North 38 degrees 01 minutes 30 seconds East, a distance of 779.96 feet to a point on the southwesterly legal right-of-way line (extended) of Loch Alsh Avenue (50.00 feet wide);
2. Thence leaving the title line in the centerline of said Cedar Road, crossing the southeasterly side of said Cedar Road and along the southwesterly legal right-of-way line (extended) of Loch Alsh Avenue, South 52 degrees 03 minutes 37 seconds East, a distance of 54.98 feet to a point;
3. Thence leaving the southwesterly legal right-of-way line of Loch Alsh Avenue, along the arc of a curve to the left in a northwesterly to southwesterly direction, having a radius of 15.00 feet, an arc distance of 23.54 feet to a point on the southeasterly ultimate right-of-way line of Cedar Road;
4. Thence along the southeasterly ultimate right-of-way line of said Cedar Road and crossing the mouth of Lake Drive (50.00 feet wide), South 38 degrees 01 minutes 30 seconds West, a distance of 765.04 feet to a point on line of lands now or late of the aforementioned Sisters of the Holy Family of Nazareth (Tax Parcel No. 54-26-19);
5. Thence along lands now or late of said Sisters of the Holy Family of Nazareth (Tax Parcel No. 54-26-19) and crossing the southeasterly side of Cedar Road, North 51 degrees 58 minutes 30 seconds West, a distance of 40.00 feet to the first mentioned point and place of **BEGINNING**.

CONTAINING 0.7174 acres of land; more or less. Said area represents Cedar Road right-of-way (50.00 feet wide existing right-of-way to be widened to 65.00 feet wide with the addition of 15.00 feet on this, the southeasterly side) adjacent to Ballentrae North (aka St. Mary's Villa Northern), as shown on the aforementioned plan.





CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (610) 489-5100

FAX: (610) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

October 19, 1995

DESCRIPTION OF LAKE DRIVE RIGHT-OF-WAY THROUGH BALLENTRAE NORTH (AKA ST. MARY'S VILLA NORTHERN) UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Lake Drive right-of-way through Ballentrae North (aka St. Mary's Villa Northern), bounded and described according to a plan prepared by Unitech Engineers, Inc., 654 North Woodbourne Road, Langhorne, PA 19047, plan titled "Final Subdivision Plan for St. Mary's Villa Northern", dated 7/10/88 and last revised 6/12/89.

BEGINNING at a point on the southeasterly ultimate right-of-way line of Cedar Road (50.00 feet wide existing right-of-way to be widened to 65.00 feet wide with the addition of 15.00 feet on this, the southeasterly side), said point being located North 38 degrees 01 minutes 30 seconds East, a distance of 150.02 feet along the southeasterly ultimate right-of-way line of Cedar Road from a point on line of lands now or late of Sisters of the Holy Family of Nazareth (Tax Parcel No. 54-26-19):

1. Thence along the southeasterly ultimate right-of-way line of Cedar Road and crossing the mouth of Lake Drive (50.00 feet wide), North 38 degrees 01 minutes 30 seconds East, a distance of 80.00 feet to a point;
2. Thence leaving the southeasterly ultimate right-of-way line of Cedar Road, along the arc of a curve to the left in a southwesterly to southeasterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point on the northeasterly right-of-way line of Lake Drive;
3. Thence along the northeasterly right-of-way line of said Lake Drive, South 51 degrees 58 minutes 30 seconds East, a distance of 73.19 feet to a point of curvature;
4. Thence along the same, along the arc of a curve to the left in a southeasterly to northeasterly direction, having a radius of 125.00 feet, an arc distance of 88.08 feet to a point;
5. Thence along the same, North 87 degrees 39 minutes 12 seconds East, a distance of 560.35 feet to a point of curvature;
6. Thence along the same, along the arc of a curve to the left in a northeasterly direction, having a radius of 125.00 feet, an arc distance of 108.46 feet to a point;
7. Thence along the same, North 37 degrees 56 minutes 23 seconds East, a distance of 62.80 feet to a point of curvature;

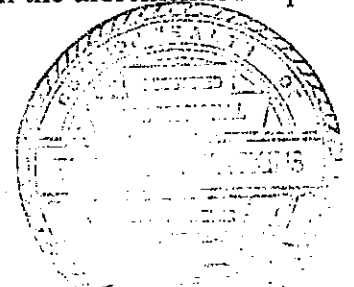


EXHIBIT C

Legal Description
CEC #93-1679 (LGL951.259)
Page Two
October 19, 1995

8. Thence leaving the northwesterly right-of-way line of Lake Drive, along the arc of a curve to the left in a northeasterly to northwesterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point on the southwesterly existing right-of-way line of Loch Alsh Avenue (50.00 feet wide);
9. Thence along the southwesterly existing right-of-way line of Loch Alsh Avenue and crossing the mouth of Lake Drive, South 52 degrees 03 minutes 37 seconds East, a distance of 80.00 feet to a point;
10. Thence leaving the southwesterly existing right-of-way line of Loch Alsh Avenue, along the arc of a curve to the left in a northwesterly to southwesterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point on the southeasterly right-of-way line of Lake Drive;
11. Thence along the southeasterly right-of-way line of said Lake Drive, South 37 degrees 56 minutes 23 seconds West, a distance of 62.80 feet to a point of curvature;
12. Thence along the same, along the arc of a curve to the right in a southwesterly direction, having a radius of 175.00 feet, an arc distance of 151.84 feet to a point;
13. Thence along the same, South 87 degrees 39 minutes 12 seconds West, a distance of 560.35 feet to a point of curvature;
14. Thence along the same, along the arc of a curve to the right in a southwesterly to northwesterly direction, having a radius of 175.00 feet, an arc distance of 123.31 feet to a point;
15. Thence along the same, North 51 degrees 58 minutes 30 seconds West, a distance of 73.19 feet to a point of curvature;
16. Thence leaving the southwesterly right-of-way line of **Lake Drive** along the arc of a curve to the left in a northwesterly to southwesterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to the first mentioned point and place of BEGINNING.

CONTAINING 1.1089 acres of land; more or less. Said area represents Lake Drive right-of-way (50.00 feet wide), a portion of Ballentrae North (aka St. Mary's Villa Northern), as shown on the aforementioned plan.



Thomas A. Waters



CARROLL ENGINEERING CORPORATION

Consulting Engineers

Suite 100, 949 Easton Road, Warrington, PA 18976 (215) 343-5700

FAX: (215) 343-0875

Suite 3, 219 Main Street, Trappe, PA 19426 (610) 489-5100

FAX: (610) 489-2674

901 Woodbine Avenue, Bensalem, PA 19020 (215) 638-3400

October 19, 1995

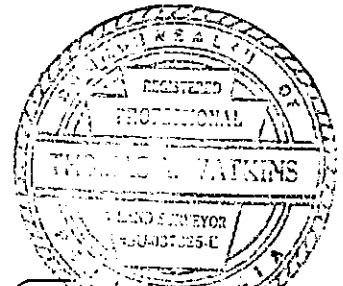
DESCRIPTION OF LOCH ALSH AVENUE RIGHT-OF-WAY ADJACENT TO BALLENTRAE NORTH (AKA ST. MARY'S VILLA NORTHERN) UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Loch Alsh Avenue right-of-way (50.00 feet wide) adjacent to Ballentrae North (aka St. Mary's Villa Northern), bounded and described according to a plan prepared by Unitech Engineers, Inc., 654 North Woodbourne Road, Langhorne, PA 19047, plan titled "Final Subdivision Plan for St. Mary's Villa Northern", dated 7/10/88 and last revised 6/12/89.

BEGINNING at a point on the title line in the bed of Loch Alsh Avenue, said point being a common corner of lands now or late of Sisters of the Holy Family of Nazareth (Tax Parcel No. 54-26-19):

1. Thence leaving the title line in the bed of said Loch Alsh Avenue, crossing the southwesterly side of said Loch Alsh Avenue and along lands now or late of Sisters of the Holy Family of Nazareth (Tax Parcel No. 54-26-19), South 37 degrees 56 minutes 23 seconds West, a distance of 25.00 feet to a point on the southwesterly legal right-of-way line of Loch Alsh Avenue (50.00 feet wide);
2. Thence leaving lands now or late of Sisters of the Holy Family of Nazareth (Tax Parcel No. 54-26-19), along the southwesterly legal right-of-way line Loch Alsh Avenue and crossing the mouth of Lake Drive (50.00 feet wide), North 52 degrees 03 minutes 37 seconds West, a distance of 879.98 feet to a point on the title line in the centerline of Cedar Road (50.00 feet wide existing right-of-way to be widened to 65.00 feet wide with the addition of 15.00 feet on this, the southeasterly side);
3. Thence along the title line in the bed of said Cedar Road, North 38 degrees 01 minutes 30 seconds East, a distance of 25.00 feet to a point on the title line in the bed of Loch Alsh Avenue;
4. Thence along the title line in the bed of said Loch Alsh Avenue, South 52 degrees 03 minutes 37 seconds East, a distance of 879.94 feet to the first mentioned point and place of **BEGINNING**.

CONTAINING 0.5050 acres of land; more or less. Said area represents the existing right-of-way of Loch Alsh Avenue (50.00 feet wide) adjacent to Ballentrae North (aka St. Mary's Villa Northern), as shown on the aforementioned plan.



Thomas A. Watkins



EXHIBIT D

RESOLUTION 1578

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN ADOPTING THE REGIONAL EMERGENCY MANAGEMENT AGREEMENT.

WHEREAS, pursuant to the terms of the Emergency Management Services Code of the Commonwealth of Pennsylvania, as amended, 35 Pa. C.S.A. 7101 et seq. (the "Code"), the Township is authorized to enter into mutual aid agreements for the purpose of dealing with disasters and other emergencies; and

WHEREAS, emergency planners, including the Director of the Department of Emergency Services of the Township, for the Townships of Abington, Cheltenham, Horsham, Lower Moreland, Springfield, Upper Dublin, and Upper Moreland, the Borough of Hatboro (the "Municipalities"), and the Naval Air Station at Willow Grove ("NASWG"), have developed an Emergency Management Mutual Aid Operational Plan (the "Plan"), for the purpose of setting forth procedures to deal with emergency response within the Municipalities and NASWG; and

WHEREAS, the Municipalities and NASWG will adopt a Regional Emergency Management Agreement for the purpose of authorizing and implementing the Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Upper Dublin hereby approves the amended Regional Emergency Management Agreement (the "Agreement") in substantially the form attached hereto as Exhibit "A" and authorizes the President of the Board of Commissioners and Township Secretary to execute the Agreement on behalf of the Township.

DULY adopted by the members of the Board of Commissioners of the Township of Upper Dublin this 13th day of February, 1996.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

By: Richard R. Paul
President

ATTEST: Susan P. Whoroff
Asst. Township Secretary

K

RESOLUTION NO. 1579

BE IT RESOLVED by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by authority of the same, that the President of the Board of Commissioners of said Municipality be authorized and directed to sign the attached Agreement on its behalf and that the Secretary of Upper Dublin Township be authorized and directed to attest the same.

ADOPTED this 13th day of February, 1996

Board of Commissioners
Upper Dublin Township

By:
President

Attest:

Asst. Secretary



ATTACHMENT B
92-97 PROJECT LETTER AGREEMENT
 Incorporated Work

This Project Letter Agreement, numbered _____ in COMMONWEALTH files, made and entered into this _____ day of _____, between the undersigned Parties pursuant to the terms and conditions of the Master Agreement for the adjustments of Incorporated Utility Facilities, bearing No. 060324, in COMMONWEALTH's files dated May 4, 1992, between the undersigned Parties in consideration of the mutual promises herein contained and with intent to be legally bound hereby, agree that the COMMONWEALTH, in accordance with this Project Letter Agreement dated as above will make adjustments to the Utility's castings to accommodate construction on State Route/Work Order No. Group #6-96-ST21, Section N/A, in Montgomery County.

The estimated number of castings to be adjusted and the cost of each are shown on the attached listing. Casting adjustment costs are established by said Master Agreement, and are estimated to be a total cost of \$ 2530.00. The Utility agrees to reimburse the COMMONWEALTH for this work in accordance with the Master Agreement. In the event the actual number of castings to be adjusted changes from the estimated number shown above, the Utility agrees to reimburse COMMONWEALTH for the actual number of adjusted castings based on the unit costs shown in the Master Agreement and Exhibit 1, incorporated herein and made a part hereof, to this Letter Agreement.

All terms and conditions of said Master Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the COMMONWEALTH and the UTILITY have caused this Agreement to be duly executed, ensealed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

Susan B. Wolcott 2/13/96
Susan B. Wolcott 2-13-96
 Title ^{Asst.} Secretary Date
 (SEAL)

UPPER DUBLIN TOWNSHIP

Name of Utility
Richard R. Park 2-16-96
 Title President Date

ATTEST:

 Signature Date
 (SEAL)

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF TRANSPORTATION

BY: _____
 Signature Date

APPROVED AS TO FORM AND LEGALITY

BY: _____
 Chief Counsel Date

RESOLUTION NO. 1580

AND NOW, this 13th day of February, 1996, the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, being desirous of obtaining reimbursement of monies for expenses incurred for officer Darren Nyce, pursuant to the training provisions of the Municipal Police Officers' Education and Training Act, Act 120 of 1974, hereby enacts the following RESOLUTION:

BE IT RESOLVED by the Board of Commissioners of Upper Dublin, and it is hereby resolved by the authority of the same:

THAT the Board of Commissioners of Upper Dublin Township hereby agrees that while receiving any funds from the Commonwealth of Pennsylvania pursuant to said Act, the Board of Commissioners of Upper Dublin Township shall adhere to the rules, regulations and training standards established by the Municipal Police Officers' Education and Training Commission.

IN WITNESS WHEREOF, the Board of Commissioners of Upper Dublin Township hereby authorizes the execution and attestation of the Resolution and the date first above written.

ADOPTED this 13th day of February, 1996.

By:

Richard R. Rulon
Richard R. Rulon, President

H. William Gift
H. William Gift, Vice President

Terrence Thompson, Police Chief

Attest:

Susan B. Lohoff
Susan B. Lohoff
~~ASST. Frances S. Amey, Secretary~~

RESOLUTION NO. 1531

RESOLUTION TO AUTHORIZE CHECK SIGNERS FOR UPPER DUBLIN TOWNSHIP PAYROLL AND ACCOUNTS PAYABLE BANK ACCOUNTS.

WHEREAS, Upper Dublin Township has established and maintained a payroll bank account and an account payable checking account at CoreStates Bank, and

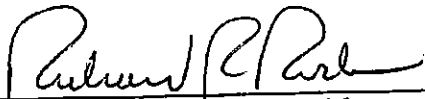
WHEREAS, each bank account requires that all checks, notes, drafts or other orders for payment of money to bearer, or to the order of any person, firm or corporation be signed by any three (3) persons holding the offices of Upper Dublin Township of President, Vice President, Secretary and Treasurer.

NOW, THEREFORE, BE IT RESOLVED that the persons named below are those duly elected or appointed to the office set opposite their respective names.

NAME	TITLE
Richard R. Rulon	President
H. William Gift	Vice President
Frances S. Amey	Secretary
Helena N. Brown	Treasurer

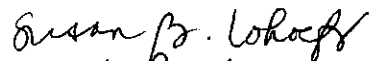
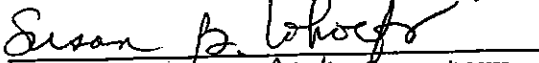
ADOPTED this 13th day of February, 1996.

Signed:



President

Attest:

Asst. Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1582

RESOLUTION TO APPOINT AN ASSISTANT TOWNSHIP SECRETARY

WHEREAS, pursuant to the First Class Township Code, the Board of Commissioners may, by resolution, appoint an assistant secretary who shall, in the absence or disability of the Township Secretary, perform the duties and exercise the powers of the Secretary; and

WHEREAS, the Board of Commissioners finds it is appropriate to appoint an Assistant Township Secretary to perform such functions;

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby appoints Susan B. Lohoefer, the Director of Parks and Recreation, and a Township resident, as the Assistant Township Secretary. The Assistant Township Secretary shall not be compensated for serving in this capacity, and shall not be required to post bond unless and until such time as the Board of Commissioners determines otherwise by resolution.

RESOLVED, this 13th day of February, 1996, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: Richard R. Rulon
Richard R. Rulon, President

ATTEST:

Susan B. Lohoefer
Susan B. Lohoefer
Asst. Frances S. Amey, Secretary
ud\ord\resolutn\astsecty.res

Misc 7 Jul 96

RESOLUTION NO. 1583

RESOLUTION TO ACCEPT DEEDS OF DEDICATION
FOR PUBLIC STREETS, SANITARY SEWER EASEMENTS,
STORM SEWER EASEMENTS AND PUMPING STATION EASEMENT
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"DAWESFIELD IIB AND III"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from DRESHER VALLEY BUILDERS, INC. (hereinafter "Grantor") Deeds of Dedication for public streets (hereinafter together "Streets"), more fully described in Exhibits attached hereto, identified and to be known as follows:
and;

- Saltkettle Circle
- Somerset Street
- Stonington Court
- Tuckerstown Road (a portion thereof)
- Dreshertown Road No. 1 (widening, only)
- Dreshertown Road No. 2 (widening, only)

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for sanitary sewer easements (hereinafter "Sanitary Sewer"), more fully described in Exhibits attached hereto, identified and known as follows:

- 20 Foot Wide Sanitary Sewer Easement #17
- 20 Foot Wide Sanitary Sewer Easement #40
- Sanitary Sewer Easement #41

and;

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for storm sewer easements (hereinafter "Storm Sewer"), more fully described in Exhibits attached hereto, identified and known as follows:

- Storm Sewer Easement #12
- 20 Foot Wide Storm Sewer Easement #20 (Lot 1 & Lot 79)
- Storm Sewer Easement #21
- 20 Foot Wide Storm Sewer Easement #22 (Tuckerstown Road)
- Storm Sewer Easement #24
- 20 Foot Wide Storm Sewer Easement #26
- 20 Foot Wide Storm Sewer Easement #28
- 20 Foot Wide Storm Sewer Easement #30
- 20 Foot Wide Storm Sewer Easement #36
- Storm Sewer Easement #37

and;

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor Deeds of Dedication for storm and

APPROVED
UPPER DUBLIN TOWNSHIP
SEP 4 3 07 PM '96

sanitary sewer easements (hereinafter "Storm and Sanitary"), more fully described in Exhibits attached hereto, identified and known as follows:

Storm and Sanitary Sewer Easement #23
Storm and Sanitary Sewer Easement #25

and;

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor one Deed of Dedication each for detention basin easements (hereinafter "Detention Basin"), more fully described in Exhibits attached hereto, identified and known as follows:

Easement for Detention Basin #13
Detention Basin Easement #29

and;

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Streets, Sanitary Sewer, Storm Sewer, Storm and Sanitary Sewer and Detention Basin which Subdivision Plan was prepared by Alon Engineering Associates, Inc. of Warminster, PA, dated March 16, 1992, as last revised July 22, 1992, bearing Plan No. 5067, and recorded on September 1, 1992, in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A053, page 0388 (hereinafter referred to as the "Recorded Plan"); and

WHEREAS, Grantor has heretofore improved the Streets, Sanitary Sewer, Storm Sewer, and Detention Basin according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the Streets, Sanitary Sewer, Storm Sewer and Detention Basin will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deeds of Dedication offered to the Township for the Streets, Sanitary Sewer, Storm Sewer and Detention Basin more fully described in Exhibits attached hereto, are accepted on the condition that Grantor provide to the Township the following:

- A. Written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. Written, notarized certification that payment has been made to all contractors of Grantor engaged on this

Subdivision Project;

- C. Payment of all outstanding monies owed to the Township pursuant to Developer's Agreement dated September 3, 1992, covering the cost of the required improvements and professional fees;
- D. Maintenance Bond and Escrow Agreement therefor in proper form to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution;
- E. A complete set of reproducible "As-built" plans and profile drawings of the facilities satisfactory to the Township Engineer.

All payments and documentation shall be to the satisfaction of the Township Solicitor.

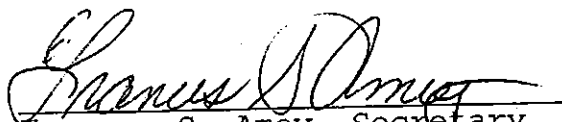
2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deeds of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. The public streets, as described in the attached Exhibits shall hereafter be designated on the official map of streets in the Township as public streets.

RESOLVED, this 12th day of March, 1996.

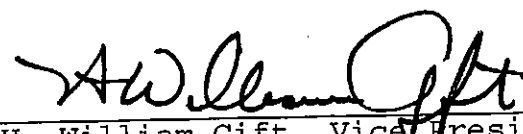
BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:



Frances S. Amey, Secretary

u:\don\docs\201\accept.200

By: 

H. William Gift, Vice President

RESOLUTION NO. 1584

**A RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER, GREGORY N. KLEMICK, OR,
THE PRESIDENT OF THE BOARD OF COMMISSIONERS, RICHARD R. RULON, TO
EXECUTE a PENNSYLVANIA LIQUOR CONTROL BOARD
FORM #866, NOTICE OF CHANGE IN THE OFFICERS**

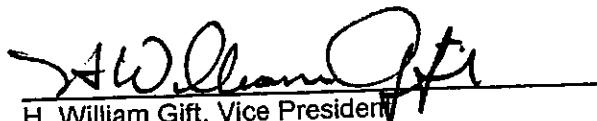
WHEREAS, it is the desire of the Township of Upper Dublin to keep current its file relating to the Municipal Golf Course Liquor License assigned to Twining Valley Golf Club; and,

WHEREAS, William J. Bryers has assumed the position formerly held by Charles M. Bolig;

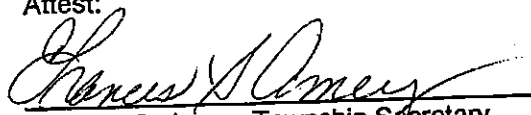
NOW, THEREFORE, BE IT RESOLVED, that PLCB form #866, *Notice of Change in the Officers...* and its associated \$200.00 processing fee must be filed with Pennsylvania Liquor Control Board and that Richard R. Rulon and/or Gregory N. Klemick are/is authorized to execute the necessary form to notify the PLCB of the change in officers.

ADOPTED this 12 day of MARCH, 19 96.

Signed,


H. William Gift, Vice President
Board of Commissioners
Upper Dublin Township

Attest:


Frances S. Arney, Township Secretary

RESOLUTION NO. 1585

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, That

WHEREAS, In 1872, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our township increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners do hereby proclaim April 26, 1996 as

ARBOR DAY

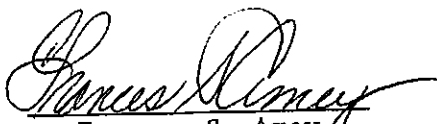
in the Township of Upper Dublin, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed this 12 day of MARCH, A.D. 1996

Attest

Township of Upper Dublin
Board of Commissioners


Frances S. Amey
Secretary


H. William Gift
Vice President

RESOLUTION NO. 1586

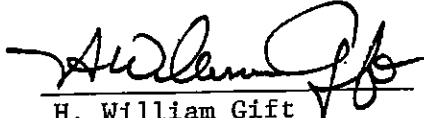
WHEREAS, the Police Department in their present Labor Agreement negotiated a reduced police officers contribution to the pension, and

WHEREAS, this reduced contribution to the pension plan has been actuarially evaluated and is on file in the offices of the township.

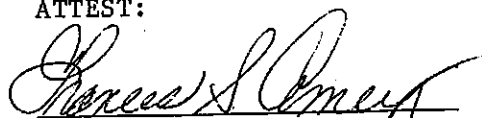
THEREFORE, BE IT RESOLVED, that during the calendar years 1995 and 1996 a 3.92% deduction shall be made from all police officers total compensation, which will be paid into the pension fund.

RESOLVED, this 12 day of March 1996.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS


H. William Gift
Vice President

ATTEST:


Frances S. Amey, Secretary

<u>State Routes (SR)</u>	<u>Begin Segment/Offset</u>	<u>End Segment/Offset</u>	<u>Miles</u>
SR 0063 (Welsh Rd.)	0160/1721 Kimball Rd.	0250/000 Tennis Ave	4.00
SR 0152 (Limekiln Pike)	0070/0893 Chelsea Ave	0150/0000 Welsh Rd.	4.7
SR 0309	0210/0000 Tennis Ave.	0150/0439 Pennsylvania Ave.	2.9
SR 2007 (Norristown Rd.)	0060/0000 Tennis Ave	0080/1865 Bethlehem Pike	1.3
SR 2017 (Susquehanna Rd.)	0090/0213 Clemens Ave.	0170/2626 Tennis Ave.	5.1
SR 2018 (Bethlehem Pike)	0090/0959 Ft. Washington Lane	0130/3089 Tennis Ave.	2.2
SR 2020 (Tennis Ave)	0050/0000 Bethlehem Pike	0080/1207 Welsh Rd.	2.0
SR 2021 (Jenkintown Rd.)	0110/1199 Twp. Line	0110/3388 Limekiln Pike	.38
SR 2022 (Ft. Washington Ave.)	0020/0000 Bethlehem Pike	0070/2175 Limekiln Pike	2.5
SR 2027 (Pennsylvania Ave.)	0030/0000 Chelsea Ave.	0060/0181 Camp Hill Rd.	2.4

EXHIBIT "A"

<u>State Route (SR)</u>	<u>Begin Segment/Offset</u>	<u>End Segment/Offset</u>	<u>Mile</u>
SR 2024 (Dreshertown Rd.)	0010/0000 Limekiln Pike	0040/0000 Welsh Rd.	1.56
SR 2028 (Camp Hill Rd.)	0030/0221 Pennsylvania Ave.	0050/3548 Limekiln Pike	1.79
SR 2038 (Fitzwatertown Rd.)	0010/0000 Limekiln Pike	0040/0000 Burn Brae Drive	1.5

TOTAL MILES 32.33

EXHIBIT "B"

WORK ACTIVITY

Graffiti Removal
& Painting

500 S.Y. @ \$10.60 = \$5,300

LIST OF PRICES

\$10.60 Per Square Yard.

PROVISIONS CONCERNING AMERICAN WITH DISABILITIES ACTExhibit L

During the term of this contract, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under the contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1, above.

COMMONWEALTH NONDISCRIMINATION CLAUSE (All Contracts)Exhibit D

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source or recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, to that Contractor will be unable to meet its obligations under this non-discrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.
8. Contractor shall actively recruit minority subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

COMMONWEALTH CONTRACTOR INTEGRITY PROVISIONS (All Contracts)Exhibit E

During the term of this contract, Contractor agrees as follows:

1. Definitions.
 - a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - b. Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - c. Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than 5% interest.
 - d. Financial Interest means:
 - (1) ownership of more than a 5% interest in any business; or
 - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits or money, services, employment, or contracts of any kind.
2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.
4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction of request of any officer or employee of the Commonwealth.
6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him shall accept or agree to accept, or give or agree to give, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
10. The contractor upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.
11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, or debar or suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

COMMONWEALTH CONTRACTOR RESPONSIBILITY PROVISIONS (All Contracts)Exhibit F

1. Contractor certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the contractor cannot so certify, then it agrees to submit along with the bid/proposal a written explanation of why such certification cannot be made.
2. If contractor enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or the federal government or who become suspended or debarred by the Commonwealth or federal government during the term of the contract or any extensions or renewals thereof, the Commonwealth shall have the right to require the contractor to terminate such subcontracts or employment.
3. The contractor agrees to reimburse the Commonwealth for the reasonable cost of investigation incurred by the Office of Inspector General for investigations of the contractor's compliance with terms of this or any other agreement between the contractor and the Commonwealth which result in the suspension or debarment of the contractor.
4. The contractor may obtain the current list of suspended and debarred contractors by contacting the:
Department of General Services - Office of Chief Counsel - 603 North Office Bldg. - Harrisburg, PA 17125
Telephone No. (717)783-6472 - FAX No. (717)787-9138

Contract Clauses as 02-08-96

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

MAINTENANCE SERVICES

AGREEMENT NO. 064686

THIS AGREEMENT, made and entered into this 30 day of May, 1994, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the COMMONWEALTH,

AND

the TOWNSHIP OF UPPER DUBLIN of the Commonwealth of Pennsylvania, acting through its authorized officials, hereinafter called the MUNICIPALITY;

WITNESSETH;

WHEREAS, certain public highways, including bridges with their approaches, in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389, all as supplemented and amended; and,

WHEREAS, under the provisions of Act 1985-92, the Department of Transportation of the Commonwealth of Pennsylvania may, in the discretion of the Secretary, enter into agreements with municipalities for the latter to perform minor routine maintenance work on the roadway and shoulders of any State Highway, or portion thereof, located within the municipal boundaries of the MUNICIPALITY, and,

WHEREAS, the COMMONWEALTH is desirous of obtaining the assistance of the MUNICIPALITY to carry out minor routine maintenance on the State highways listed below; and,

WHEREAS, the MUNICIPALITY has the equipment, materials, and personnel available and ready to perform all the items of repair and maintenance as listed on Exhibit "B", which is attached to and made part of this agreement, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these repair and maintenance functions subject to payment by the COMMONWEALTH as set forth in the List of Prices on Exhibit "B".

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises hereinafter set forth, with the intention of being legally bound hereby, agree as follows:

1. The MUNICIPALITY shall, using equipment owned or leased by the MUNICIPALITY and using its own materials and personnel, in accordance with all applicable Department of Transportation Publication 408 Specifications, policies and procedures set forth in the MORIS Highway Maintenance Foreman Manual, Publication 113, which is incorporated herein by reference as though physically attached, and in a good and workmanlike manner, perform the minor routine maintenance items at the amounts set forth in the List of Prices, all as set forth in Exhibit "B", which is attached to and made a part of this Agreement, on the State Highways located within the municipal boundaries of the MUNICIPALITY, and as listed on Exhibit "A", which is attached to and made a part of this Agreement.

2. The COMMONWEALTH shall pay the MUNICIPALITY, for all authorized work performed on the items contracted for in Exhibit "B".

(a) Except as provided for in (c) below, lump sum items shall be paid on a quarterly basis.

(b) Items performed on a unit price basis shall be paid in accordance with Paragraph 11 below.

(c) The COMMONWEALTH shall pay the MUNICIPALITY within sixty (60) days after receipt of a certified invoice and in the event any such invoice is not paid within sixty (60) days of receipt thereof, the COMMONWEALTH shall pay interest at the rate of six (6%) percent per annum on the amount due to the date payment is received.

3. It is understood that the MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors and/or contractors are not to be considered employees of the COMMONWEALTH for purposes of work under this Agreement. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent act of its employees and/or lessors and/or contractors of the MUNICIPALITY during the performance of, or resulting from the performance under this Agreement.

4. It is agreed by the parties hereto, that this Agreement shall be effective for the period commencing upon written notice by the COMMONWEALTH to the MUNICIPALITY and terminating on September 30, 1996, unless sooner terminated for cause upon thirty (30) days' written notice by either party to the other, at which time all obligations, except liability for claims arising from the MUNICIPALITY'S

performance and damages incurred by the COMMONWEALTH shall cease. In the event of termination, the MUNICIPALITY shall be paid for the work performed to the date of termination.

5. Work performed by the MUNICIPALITY under this Agreement shall be done in general conformance with the MORIS Highway Maintenance Foreman Manual, which is incorporated herein by reference as though physically attached. Such work shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives within sixty (60) days of completion of said work. If, upon inspection, certain work is found not to be in general conformance with the specifications, policies and procedures of the COMMONWEALTH, and is not performed in a good and workmanlike manner, the work shall be corrected or re-performed, as necessary, at no cost to the COMMONWEALTH. It is clearly understood that the COMMONWEALTH shall not be obligated to conduct an inspection program. Spot inspection or inspection of a particular project will be conducted at the complete discretion of the COMMONWEALTH.

6. Attached to and included as part of this Agreement is the COMMONWEALTH provisions prohibiting discriminatory practices by the MUNICIPALITY (Exhibit "C"), the Contractor Integrity Provisions (Exhibit "D"), and the Provisions Concerning the Americans with Disabilities Act (Exhibit "E").

7. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other debt

of the MUNICIPALITY that is owed to the COMMONWEALTH and not being contested on appeal against any payment due the MUNICIPALITY under this or any other contract with the COMMONWEALTH.

8. If the MUNICIPALITY enters into any subcontracts under this contract with subcontractors who are currently suspended or debarred by the COMMONWEALTH or who become suspended or debarred by the COMMONWEALTH during the term of this contract or any extensions or renewals thereof, the COMMONWEALTH shall have the right to require the MUNICIPALITY to terminate such subcontracts.

9. (a) Within ten (10) days after the effective date of this agreement and every ninety (90) days thereafter, the MUNICIPALITY shall submit a proposed work program to the COMMONWEALTH, specifically to the Maintenance Manager. The MUNICIPALITY may proceed to work five (5) working days after filing said proposed program unless notified to the contrary.

(b) The MUNICIPALITY may, at any time during the progress of a quarterly work program, submit, for the COMMONWEALTH'S approval, a supplemental or amended work program five (5) working days after filing unless notified to the contrary.

(c) In the event, however, that an emergency situation arises, in the opinion of the MUNICIPALITY and the COMMONWEALTH, the Maintenance Manager, who shall be responsible for declaring such any emergency situation, may give verbal authorization to perform necessary work. Such authorization shall be confirmed in writing. Any such emergency work shall be limited to the categories of work for which the MUNICIPALITY has assumed responsibility under this agreement.

10. The MUNICIPALITY shall be responsible for maintenance and protection of traffic at all times during the performance of its responsibilities under this Agreement. This shall be in accordance with the Department of Transportation's Publication 203 entitled Work Zone Traffic Control, current edition, which the Department shall make available to the MUNICIPALITY upon request.

11. The MUNICIPALITY may submit invoices at various intervals, but in no event shall invoices be submitted more frequently than on a monthly basis. Invoices shall be accompanied by a written statement certifying that the work listed in the invoice was performed properly, specifically in accordance with specifications, policies and procedures set forth in this Agreement.

12. It is understood between the parties that the maximum amount payable under this Agreement by the COMMONWEALTH to the MUNICIPALITY shall not exceed the sum of FIFTY THREE HUNDRED DOLLARS, \$5300.00) dollars, without a written supplemental agreement signed by both parties.

IN WITNESS WHEREOF, the parties here to have caused these presents to be executed, attested and ensealed by their authorized officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

Scott G. Butcherbaugh
Signature RRS MAY 22 1996 Date

Title
(SEAL)

ATTEST:

Thomas A. Oney 4-16-96
Signature Date
Township Secretary
Title
(SEAL)

APPROVED AS TO LEGALITY
AND FORM

BY Michael H. Kline 5/28/96
Signature Date

for Chief Counsel
Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY [Signature] MAY 21 1996
Signature Date
Secretary of Transportation
Title

MUNICIPALITY:

Federal Identification No. 23-6003042
BY Richard R. Rulon 4-14-96
Signature Date
Richard R. Rulon
President, Board of Commissioners
Title Upper Dublin Township

RECORDED NO. 064686
Certified Funds Available Under
Activity Program 714

SYMBOL 00-000-17-95-1

AMOUNT 5300.00

BY [Signature] [Date]
Signature Date

Comptroller
Title

APPROVED FOR
OFFICE OF THE BUDGET

BY [Signature] 5/30/96
Signature Date

Comptroller
Title

Preapproved Form:

OGC No. 18-K-220

Appv'd OAG 04/12/84

"Contract No. 064686, is split 0 %, expenditure amount of 0 for Federal funds and 100 %, expenditure amount of \$5300.00 for State funds. The related Federal Assistance program name and number is NA; NA, the State Assistance program name and number is MAINTENANCE; 714."

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
200 Radnor-Chester Road
St. Davids, PA 19087-5178
June 5, 1996



Graffiti Removal Contract
No. 064686

Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034

Gentlemen:

Enclosed is an executed copy of the above mentioned contract.

Thank you for your participation in this program.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward J. McCann".

Edward J. McCann, P.E.
Assistant District Engineer,
Maintenance

RESOLUTION NO: 1508

WHEREAS, it is the desire of the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania to enter into a Reimbursement Agreement with the County of Montgomery; and

WHEREAS, these agreements directly relate to the construction of the Traffic Signal Improvements at the following intersections:

TSP-23 Limekiln Pike & Dreshertown Road & Virginia Drive


TSP-24 Limekiln Pike & Twining Road

TSP - 25 Susquehanna Road & Fitzwatertown Road


NOW, THEREFORE, BE IT RESOLVED, by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by authority of the same, that the Chairperson of said Municipality be authorized and directed to sign the Agreements on its behalf and the Secretary be authorized and directed to attest to same.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

ATTEST:


FRANCES S. AMEY
Secretary

BY:


H. WILLIAM GIFT
Vice President

1. GENERAL PROVISIONS

(a) The MUNICIPALITY will participate in the construction of Traffic Signal Equipment Upgrades at the locations set forth in Exhibit "A", attached hereto and made a part hereof, in accordance with plans, policies, procedures and specifications prepared and/or approved by the Pennsylvania Department of Transportation (hereinafter PADOT) and COUNTY.

(b) Furthermore, the MUNICIPALITY shall participate in the administration of these improvements in accordance with the provisions hereinafter provided.

2. CONSTRUCTION/INSPECTION

(a) County with its own contractor will construct the proposed Traffic Signal Equipment Upgrades at intersection(s) listed in Exhibit "A" and at a cost estimated to be Two Hundred Seventeen Thousand Five Hundred Sixty Seven Dollars and Ninety Seven Cents (\$217,567.97) as shown in the cost estimate attached hereto as Exhibit "A" and made a part hereof. The construction shall be in accordance with PADOT Specifications as well as COUNTY and the MUNICIPALITY.

3. REIMBURSEMENT

(a) Subject to the terms hereinbefore set forth, the MUNICIPALITY will reimburse the COUNTY in the amount of twenty-five percent (25%) of the total allowable construction costs estimated to be as set forth in Exhibit "A". MUNICIPALITY must reimburse to COUNTY said costs within thirty (30) days of receipt of the invoice from COUNTY. MUNICIPALITY's estimated twenty-five percent (25%) portion would be Fifty Four Thousand Three Hundred Ninety One Dollars and Ninety Nine Cents (\$54,391.99).

It is understood and agreed by the parties hereto that the MUNICIPALITY, by executing this Agreement, hereby certifies that it has on hand sufficient funds to meet all of its obligations under the terms of the Agreement and that all funds needed to pay traffic signal equipment upgrade costs incurred in excess of those costs listed in Exhibit "A" will be borne twenty-five percent (25%) by the MUNICIPALITY

(b) For the purpose of reimbursement as indicated in this paragraph, the COUNTY will submit to the MUNICIPALITY certified monthly invoices for:

(1) Allowable costs for Construction of Traffic Signal Equipment Upgrades at intersections Listed in Exhibit "A".

4. SAVE HARMLESS

The MUNICIPALITY shall indemnify, save harmless and defend the COUNTY and the Commonwealth of Pennsylvania, Department of Transportation, and all of their officers, agents and employees, from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from the MUNICIPALITY, and their servants, agents and employees, as a result of the construction on of the said improvements, whether the same be due to defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the said MUNICIPALITY, their servants, agents and employees, during the performance of said work or thereafter, or to any other cause whatever.

IN WITNESS WHEREOF, the parties have executed this agreement the date first above

written.

ATTEST:

COUNTY OF MONTGOMERY

Mario Mele, Chairman

(SEAL)

Richard S. Buckman, Commissioner

Joseph M. Hoeffel, III, Commissioner

ATTEST:

MUNICIPALITY UPPER DULBIN TOWNSHIP

Jonathan Bleemer

Jonathan Bleemer
Assistant Township Manager

H. William Gift

H. William Gift
Title: Vice President, Board of Commissioners

EXHIBIT A

UPPER DUBLIN TOWNSHIP

INTERSECTION(S) INVOLVED

TSP - 23 LIMEKILN PIKE & DRESHERTOWN ROAD & VIRGINIA DRIVE

TSP - 24 LIMEKILN PIKE & TWINING ROAD

TSP - 25 SUSQUEHANNA ROAD & FITZWATERTOWN ROAD

ESTIMATED CONSTRUCTION COST

<u>INTERSECTION NOS.</u>	<u>CONSTRUCTION COST</u>	<u>MUNICIPALITY (25%)</u>
TSP - 23 LIMEKILN PIKE & DRESHERTOWN ROAD & VIRGINIA DRIVE	\$71,894.33	\$17,973.58
TSP - 24 LIMEKILN PIKE & TWINING ROAD	\$63,367.17	\$15,841.79
TSP - 25 SUSQUEHANNA ROAD & FITZWATERTOWN ROAD	\$61,719.47	\$15,429.87
<hr/>		
SUB-TOTAL COSTS	\$196,980.97	\$49,245.24

ESTIMATED INSPECTION COST

	<u>INSPECTION COST</u>	<u>MUNICIPALITY(25%)</u>
	\$20,587.00	\$5,146.75
<hr/>		
TOTAL COSTS	\$217,567.97	\$54,391.99

RESOLUTION
No. 1589

WHEREAS, the Legislature of the Commonwealth of Pennsylvania approved Act No. 1995-25 (SS1) (42 Pa.C.S. section 8902) effective as of January 16, 1996; and

WHEREAS, this new legislation addresses arrests without warrant in certain cases of summary violations of the law, including: Disorderly conduct - Section 5503, Public Drunkenness - Section 5505, Obstructing Highways/Public Passages - Section 5507, and Purchase/Consumption/Transportation of Liquor or Malt or brewed beverages - Section 6308; and

WHEREAS, this law mandates the adoption of guidelines, by resolution of the governing body of each municipality, which guidelines are to be followed in effecting an arrest without warrant for the summary offenses already enumerated.

NOW, THEREFORE, be it resolved that the Board of Commissioners of the Township of Upper Dublin in compliance with Act No. 1995-25 (SS1), hereby proclaims the adoption of the following guidelines to be followed by the sworn officers of its Police Department in the performance of their duties.

1. Pursuant to 42 Pa.C.S. Section 8902, any sworn officer of the Police Department of the Township of Upper Dublin may effect an arrest without warrant upon probable cause for the summary offenses above enumerated only where there is ongoing conduct that imperils the personal security of any person or endangers public or private property.
2. Upon arrest, the defendant may be immediately transported to the Township Police Department for processing and issuance of a citation.
3. Whether transported or not, defendant shall be processed without unnecessary delay and furnished a copy of the citation.
4. After processing, the defendant will be released, provided he/she no longer exhibits conduct that imperils the personal security of any person or endangers public or private property.

5. In the case of juveniles who have been arrested under these guidelines:

a) An attempt shall be made to contact a parent, guardian or other responsible person.

b) The juvenile shall be released to a parent, guardian or responsible person after processing and issuance of a citation.

c) If after a period of six (6) hours, a parent, guardian or responsible person cannot be contacted, or upon contact refuses to accept custody, the assigned personnel will contact the on-duty Juvenile Probation Officer at the Office of Montgomery County Juvenile Probation to arrange shelter for the juvenile.

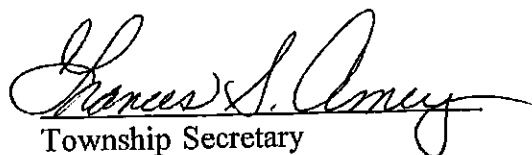
Enacted as a resolution of the Board of Commissioners of the Township of Upper Dublin this 11th day of June, 1996.

TOWNSHIP OF UPPER DUBLIN



RICHARD R. RULON, PRESIDENT

Attest:



Township Secretary

RESOLUTION NO. 1590

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, That

WHEREAS, by virtue of Resolution No. 1519 adopted February 8, 1994, the Township of Upper Dublin declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved on July 16, 1993, and ,

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

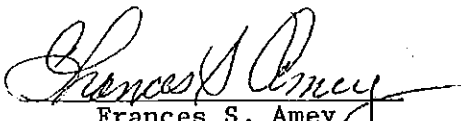
PERSONNEL OFFICE

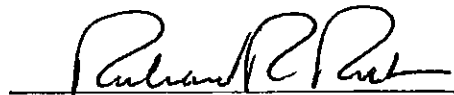
Time Cards and Time Sheets, Calendar Years
1990, 1991 and 1992: 2.4 cubic feet

Signed this 11th day of June, A.D. 1996

Attest

Township of Upper Dublin
Board of Commissioners


Frances S. Amey
Secretary


Richard R. Rulon
President

To: CoreStates Bank, N.A.*

I, the undersigned Secretary of the Township of Upper Dublin a municipal corporation operating under the First Class Township Code, hereby certify that (check one) [X] at a meeting of the Board of Directors of the Corporation, duly called and held in accordance with its charter and by-laws on July 9, 1996, at which a quorum was present and voting throughout, [] by unanimous written consent of the Board of Directors of the Corporation, dated n/a, 19, the following Resolutions were adopted in accordance with its charter, by-laws, and applicable law and that said Resolutions have not been altered, amended or rescinded and are now in full force and effect:

"RESOLVED:

- 1. That the President, Vice President, Treasurer, Secretary and n/a of this Corporation, or any one of them, are hereby authorized in the name and on behalf of this Corporation from time to time (1) to borrow money and to obtain credit from CoreStates Bank, N.A., a national banking association (the "Bank"), and to sell to or discount with said Bank any evidences of indebtedness and choses in action owned by this Corporation, on such terms as may be required by said Bank; (2) to authorize and cause the issuance of letters of credit and the purchase or sale of exchange for future delivery by said Bank for the account of this Corporation, on such terms as may be required by said Bank; (3) to give said Bank one or more mortgage or other lien on any real property of this Corporation or one or more liens on or security interests in any personal property of this Corporation originally and in addition and in substitution to secure the payment and performance of this Corporation's obligations and liabilities of any nature to said Bank; and (4) in connection with the foregoing, to execute and deliver any instruments and/or agreements required by said Bank, including those authorizing confession of judgment and including those containing a provision authorizing said Bank to charge payments due on loans, advances, fees and other charges to a deposit account maintained by the Corporation with said Bank and such other terms and provisions as such officer(s) shall deem appropriate.
2. Any action heretofore taken by any officer of this Corporation with respect to any of the matters stated above is hereby ratified and confirmed.
3. That the Secretary is hereby directed to file with said Bank a certified copy of these Resolutions and a list of the persons, together with specimens of their signature, who are the present holders of the said offices, and that said Bank shall be entitled as against this Corporation to presume conclusively that the persons so certified as holding such offices continue respectively to hold the same until otherwise notified in writing by the Secretary.

That these Resolutions, insofar as said Bank is concerned, shall continue in full force and effect until receipt by said Bank of written notice from the Secretary of the changes, if any, therein."

I hereby further certify that the above Resolutions do not conflict with the provisions of the Corporation's charter or its by-laws, and that the present holders of the offices referred to in the foregoing Resolutions and their specimen signatures are set forth below.

Table with 3 columns: Name (Typed), Title (Typed), Specimen Signature. Row 1: Richard R. Rulon, President, Board of Commissioners, [Signature]. Row 2: H. William Gift, Vice-President, Board of Commissioners, [Signature].

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal this 9th day of July, 1996.

(Affix Corporate Seal)

[Signature] Secretary Frances S. Amey

Note: The President or Vice-President must sign the following confirmation, if applicable: N/A

I, _____ of the above named Corporation, do hereby

certify that the Secretary of said Corporation is duly authorized to borrow and otherwise act as stated in the above Resolution No. 1 without other signature or countersignature, that _____ is the present Secretary of the Corporation, and that the signature of said Secretary above is his or her true signature.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 19_____.

(Signature and Title)

*CoreStates Bank, N.A. also conducts business as Philadelphia National Bank, as CoreStates First Pennsylvania Bank and as CoreStates Hamilton Bank

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1592

RESOLUTION TO APPROVE RELOCATION OF SIDEWALKS

WHEREAS, the approved, recorded plan for the Belle Aire development calls for sidewalks in specific locations in the development; and

WHEREAS, it is a longstanding policy of the Board of Commissioners to require sidewalks in all new developments, with the ultimate goal being to create an interlocking system of sidewalks throughout the Township; and

WHEREAS, the Homeowners' Association of Belle Aire has requested the Commissioners to either waive the sidewalk requirement in certain locations in the development, or to approve the relocation of certain sidewalks within the development; and


WHEREAS, the Homeowners' Association has advised the Board of Commissioners that this request has the support of all of the members of the Association; and

WHEREAS, the Board of Commissioners finds that the request to relocate certain sidewalks constitutes a field change which will not affect the improvement escrow, which does not require an amendment to the approved, recorded plan, and which revision can be supervised by the Township Engineer and his inspectors.

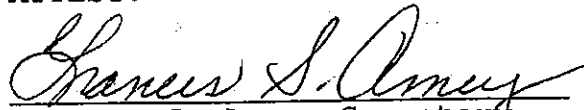
BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township hereby approves the proposed relocation of sidewalks in the Belle Aire development, with such relocation to be supervised by the Township Engineer.

RESOLVED, this 9th day of July, 1996, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: 
Richard R. Rulon, President

ATTEST:


Frances S. Amey, Secretary

ud\ord\resolutn\bellaire

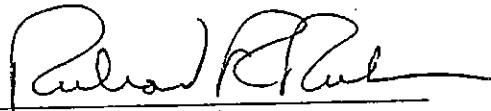
RESOLUTION NO. 1593

BE IT RESOLVED by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by authority of the same, that the President of the Board of Commissioners of said Municipality be authorized and directed to sign the attached Agreement on its behalf and that the Secretary of Upper Dublin Township be authorized and directed to attest the same.

ADOPTED this 13th day of August, 1996

Board of Commissioners
Upper Dublin Township

By:



President

Attest:



Secretary

MASTER AGREEMENT FOR ADJUSTMENT OF
INCORPORATED UTILITY FACILITIES
96-99

23-6003042

THIS AGREEMENT, numbered 060600 in COMMONWEALTH files, made and entered into this 2nd day of October, 1996, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation, hereinafter called the COMMONWEALTH,

A
N
D

Upper Dublin Township, a Legal Entity qualified to do business in the COMMONWEALTH of Pennsylvania, with its principal place of business located at 801 Loch Alsh Avenue, Fort Washington, Pennsylvania 19034, acting through its proper officials hereinafter called UTILITY.

W I T N E S S E T H

WHEREAS, the COMMONWEALTH proposes to improve, construct and/or reconstruct Section(s) of certain State Routes within the Counties of Bucks, Chester, Delaware and Montgomery located within Engineering District Number 6-0, Pennsylvania, pursuant to plans and specifications prepared or approved therefore by and on file with the Pennsylvania Department of Transportation; and,

WHEREAS, in the course of COMMONWEALTH's project, certain of UTILITY's castings may require adjustment and/or replacement; and,

WHEREAS, UTILITY may request COMMONWEALTH to include within said improvement and/or construction project the adjustment of certain of its castings by the execution of a Project Letter Agreement for each individual project, a copy of which is attached hereto as Attachment "B"; and,

WHEREAS, at the COMMONWEALTH's option, the COMMONWEALTH is willing to include in such improvement and/or construction project, the requested casting adjustments, subject to reimbursement by the UTILITY; and,

WHEREAS, such adjustment(s) shall be made in accordance with and subject to the provisions of 67 PA Code, Chapter 459, Pennsylvania Department of Transportation Regulations Governing Occupancy of Highways by Utilities.

NOW, THEREFORE:

In consideration of the foregoing premises and the mutual promises hereinafter set forth, and with intent to be legally bound hereby, the Parties hereto agree as follows:

1. If UTILITY desires to include the adjustment of all or a certain number of its castings in COMMONWEALTH's improvement and/or construction project, UTILITY will execute a Letter Agreement, setting forth its requested adjustments, in the form which is attached hereto and incorporated herein as Attachment "B".

2. COMMONWEALTH will, at its option, provide for the adjustment of the UTILITY's castings in accordance with the terms and conditions hereof.

3. Where replacement of castings is required, UTILITY shall provide the castings and deliver them on the site for installation by the COMMONWEALTH, subject to Paragraphs 4 and 5 of this Agreement.

4. The COMMONWEALTH shall perform the work required to adjust the castings to the proper elevation, on a full brick and mortar bed, in the following Counties: Bucks, Chester, Delaware and Montgomery at the following costs:

Type A - One-step adjustment of casting - applies where change in grade:

- (1) Does not exceed 3 inches or
- (2) Exceeds 3 inches but protrusion into roadway of casting reset to proposed final grade does not present a hazard to vehicular traffic.

Type B - Two-step adjustment of casting - applies where change in grade:

- (1) Exceeds 3 inches and
- (2) Protrusion into roadway of casting reset to proposed final grade presents a hazard to vehicular traffic.

Type C - One piece fabricated adjustable riser with one turnbuckle.

- (1) For adjustments of 0 inch to 3 inches.

Type D - One piece fabricated adjustable riser
with one turnbuckle.

(1) Adjustments greater than 3 inches.

9999-9950 0 to 15 inch diameter Casting Adjustment for
Resurfacing - Type A - Concrete Base

Amount \$157.00 each (Contract Item No. 9999-9950)

9999-9951 0 to 15 inch diameter Casting Adjustment for
Resurfacing - Type A - Flexible Base

Amount \$ 119.00 each (Contract Item No. 9999-9951)

9999-9952 16 to 36 inch diameter Casting Adjustment for
Resurfacing - Type A - Concrete Base

Amount \$245.00 each (Contract Item No. 9999-9952)

9999-9953 16 to 36 inch diameter Casting Adjustment for
Resurfacing - Type A - Flexible Base

Amount \$197.00 each (Contract Item No. 9999-9953)

9999-9954 37 to 54 inch diameter Casting Adjustment for
Resurfacing - Type A - Concrete Base

Amount \$334.00 each (Contract Item No. 9999-9954)

9999-9955 37 to 54 inch diameter Casting Adjustment for
Resurfacing - Type A - Flexible Base

Amount \$ 276.00 each (Contract Item No. 9999-9955)

9999-9956 0 to 15 inch diameter Casting Adjustment for
Resurfacing - Type B - Concrete Base

Amount \$180.00 each (Contract Item No. 9999-9956)

9999-9957 0 to 15 inch diameter Casting Adjustment for
Resurfacing - Type B - Flexible Base

Amount \$169.00 each (Contract Item No. 9999-9957)

9999-9958 16 to 36 inch diameter Casting Adjustment for
Resurfacing - Type B - Concrete Base

Amount \$286.00 each (Contract Item No. 9999-9958)

- 9999-9959 16 to 36 inch diameter Casting Adjustment for
Resurfacing - Type B - Flexible Base
Amount \$244.00 each (Contract Item No. 9999-9959)
- 9999-9960 37 to 54 inch diameter Casting Adjustment for
Resurfacing - Type B - Concrete Base
Amount \$392.00 each (Contract Item No. 9999-9960)
- 9999-9961 37 to 54 inch diameter Casting Adjustment for
Resurfacing - Type B - Flexible Base
Amount \$320.00 each (Contract Item No. 9999-9961)
- 9999-9962 Utility Manhole Neck Rebuilding
Amount \$ 91.00 V.F. (Contract Item No. 9999-9962)
- 9999-9963 0 to 15 inch diameter Casting Riser
Adjustment - Type C
Amount \$ 54.00 each (Contract Item No. 9999-9963)
- 9999-9964 16 to 54 inch diameter Casting Riser
Adjustment - Type C
Amount \$246.00 each (Contract Item No. 9999-9964)
- 9999-9965 0 to 15 inch diameter Casting Riser
Adjustment - Type D
Amount \$ 59.00 each (Contract Item No. 9999-9965)
- 9999-9966 16 to 54 inch diameter Casting Riser
Adjustment - Type D
Amount \$279.00 each (Contract Item No. 9999-9966)

NOTE: Where agreed, the COMMONWEALTH shall purchase certain castings and perform any necessary work in accordance with the Department of Transportation's Publication 408 (1987), Section 104.03 titled "Extra Work" and the COMMONWEALTH shall be reimbursed by UTILITY in accordance with aforesaid section.

An example of the bid items for the above as they will appear in the Highway Contract is attached to this Agreement and incorporated herein as Attachment "A".

5. If UTILITY determines prior to bidding or during the course of construction, that one or more of its castings require replacement, the UTILITY may authorize the COMMONWEALTH to acquire the casting(s) on the open market or from the UTILITY.

6. Upon completion of the work by the COMMONWEALTH to the satisfaction of the UTILITY, the COMMONWEALTH shall certify to the UTILITY the adjustment costs, and the UTILITY shall pay to the COMMONWEALTH said costs within 60 days of receipt of an invoice from COMMONWEALTH.

7. Where the UTILITY supplies materials to the COMMONWEALTH, and/or performs any additional work either with its own contractor or its own forces, the UTILITY shall cooperate with the COMMONWEALTH in such a manner as not to interfere with or hinder the progress of the COMMONWEALTH's construction and/or improvement project. In this connection, UTILITY will indemnify, save harmless and, if requested, defend the COMMONWEALTH, and all of its officers, agents and employees from losses resulting from any suits, actions or claims of any character, name and description, brought for or on account of any injuries or damages received or sustained by any person, persons, or property, during or as a result of the performance of the work on the aforesaid construction and improvement project if and only to the extent that the cause of such injury or damage is determined with finality to have been the conduct of UTILITY or UTILITY's contractor, servants, agents and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or to any act, omission, neglect or misconduct of UTILITY's contractor, servants, agents and employees during the performance of said work.

8. UTILITY agrees to be bound by the Act of May 20, 1937, P.L. 728, as amended (72 P.S., Section 4651-1 et seq.), which provides in substance that the Board of Claims shall have jurisdiction of claims against the COMMONWEALTH arising from contracts and the power to order interpleader or impleader of other parties, when necessary for a complete determination of any claims or counterclaims in which the COMMONWEALTH is a Party.

9. It is agreed by the Parties hereto that, upon completion of said improvement and construction project, the aforesaid UTILITY facilities affecting the section of State highway so improved shall be subject to the terms and conditions of the COMMONWEALTH's existing permit issued to UTILITY therefor and that UTILITY shall maintain and keep in good repair the said facilities adjusted under the terms of this Agreement in accordance with applicable State laws, except as otherwise provided hereafter.

10. Notwithstanding anything contained herein to the contrary in the event the Pennsylvania Public Utility Commission assumes jurisdiction of a specific project under the Public Utility Code of 1978, Act of July 1, 1978, P.L. 598, as amended, the Parties hereto agree to be bound by any orders of the Commission or decisions of an appropriate tribunal after the exhaustion of all appeals from such orders.

11. In the event that the UTILITY withdraws its request at a time subsequent to the awarding of the contract for construction, then in that case the UTILITY shall reimburse COMMONWEALTH for all necessary costs, if any, incurred by the COMMONWEALTH for necessary labor and materials, if any, employed in the adjustment of the UTILITY's castings up to the time of withdrawal. UTILITY shall also be responsible for the cost of necessary materials ordered by the COMMONWEALTH for adjustment of the UTILITY's castings prior to UTILITY's withdrawal if the order for said materials cannot be cancelled and if the materials cannot be used elsewhere in the project. Costs incurred by the COMMONWEALTH for engineering requested by UTILITY shall be reimbursed to COMMONWEALTH by separate agreement.

12. In the event COMMONWEALTH decides not to construct the project or decides to delay the construction beyond the contemplated construction season, upon notification in writing to UTILITY of such cancellation or delay, the Project Letter Agreement (Attachment B) shall become null and void and neither Party shall be responsible to the other for any further costs. The failure of the COMMONWEALTH to give such notice in writing may be waived by the UTILITY and shall not preclude the discharge of UTILITY from all its obligations hereunder.

13. In the event COMMONWEALTH elects to adjust UTILITY's castings with its own forces, rather than by contract, notice thereof in writing shall be given UTILITY by COMMONWEALTH, and UTILITY shall have the right to cancel or withdraw its agreement to have COMMONWEALTH include the adjustment of UTILITY's castings in COMMONWEALTH's improvement and/or construction project.

14. It is further agreed that casting adjustment costs set forth in Paragraph 4 shall take effect for projects let by the COMMONWEALTH from October 1, 1996, and shall continue through September 30, 1999. This agreement shall not exceed a three year term.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed, sealed and delivered by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

UPPER DUBLIN TOWNSHIP

Francis J. Omer
(Title) Township Secretary 8/13/96

BY: Richard R. Paul
(Title) President Date 8/13/96

(SEAL)

ATTEST:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

M. Deane 9/19/96
Signature Date

M. E. Patel 9/19/96
Signature Date

Clerk Typist II
Title

for: Deputy Secretary of Transportation
Title

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

BY: Michael H. Hline 9/26/96
Signature Date

Chief Counsel
Title
9/26/96

Preapproved form:
OGC No. 18-K-551
Appv'd OAG 8/23/93

PRELIMINARY APPROVED

BY Gina M. DiAngelo 9/11/96
Signature Date

Assistant Counsel
Title

RECORDED NO. 00000

Certified Funds Available Under
Activity Program _____

SYMBOL 010-008-

AMOUNT \$ _____

BY [Signature] 10/1/96
Signature Date

Comptroller
Title

APPROVED FOR
OFFICE OF THE BUDGET

BY [Signature] 10/2/96
Signature Date

Comptroller
Title

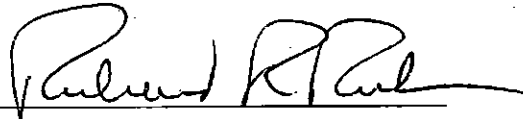
- Document ID: 047
- Federal ID: _____
- Sub. Organization: _____
- Serial Number: _____
- Sub. Number: _____
- Adjustment Number: _____

RESOLUTION NO. 1593

BE IT RESOLVED by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, and it is hereby resolved by authority of the same, that the President of the Board of Commissioners of said Municipality be authorized and directed to sign the attached Agreement on its behalf and that the Secretary of Upper Dublin Township be authorized and directed to attest the same.

ADOPTED this 13th day of August, 1996

Board of Commissioners
Upper Dublin Township

By: 
President

Attest:


Secretary

ATTACHMENT A
96-99

ITEM	9999-9950	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Concrete Base
	9999-9951	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Flexible Base
	9999-9952	16 to 36 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Concrete Base
	9999-9953	16 to 36 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Flexible Base
	9999-9954	37 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Concrete Base
	9999-9955	37 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Flexible Base

This work shall consist of the resetting or grade adjustment of an existing utility casting for a vertical height of 8 inches or less, in accordance with Section 606 and within reasonably close conformity to the lines and grades shown on the drawings or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid. The base course replaced shall be of the same type removed, either concrete or flexible.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to castings shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

The existing castings shall be carefully removed and cleaned, the casting reset to the proper elevation on a brick and mortar bed in accordance with (the Utility Company's specifications if attached) Section 606. Inserts, extensions or risers are not acceptable under this item. Castings requiring replacement will be provided for and delivered to the site by the Utility Company for installation by the contractor.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 Utility Manhole Neck Rebuilding.

This work will be measured by the unit each, after completion and acceptance by the Utility and the Department.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

(ATTACHMENT A (cont'd)
96-99

ITEM	9999-9956	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Concrete Base
	9999-9957	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Flexible Base
	9999-9958	16 to 36 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Concrete Base
	9999-9959	16 to 36 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Flexible Base
	9999-9960	37 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Concrete Base
	9999-9961	37 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Flexible Base

This work shall consist of the resetting or grade adjustment of an existing utility casting for a vertical height of 8 inches or less, in accordance with Section 606 and within reasonably close conformity to the lines and grades shown on the drawings or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid. The base course replaced shall be of the same type removed, either concrete or flexible.

The adjustment (resetting) will be completed in a two-step operation when a casting reset at the proposed final grade will protrude more than 3 inches and may cause damage to vehicular traffic or be a safety hazard prior to paving. The first adjustment will be to a temporary grade that will permit traffic to move safely over the casting. The second adjustment will be to the final grade for paving. The contractor is permitted to use steel plates in lieu of the temporary (first) adjustment for a period not exceeding five calendar days. The contractor shall be required to provide a means of access to each utility facility so that one man may enter the facility within 30 minutes without special equipment or tools. The facility location and name of utility shall be temporarily marked for emergency use. Any other change to the castings shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

The existing castings shall be carefully removed and cleaned, the casting reset to the proper elevation on a brick and mortar bed in accordance with the utility specifications if attached or with Section 606. Inserts, extensions or risers are not acceptable under this item. Castings requiring replacement will be provided for and delivered to the site by the Utility Company for installation by the contractor.

(ATTACHMENT A (cont'd)

96-99

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 Utility Manhole Neck Rebuilding.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department complete in place as specified.

ITEM 9999-9962

UTILITY MANHOLE NECK BUILDING

This work shall consist of rebuilding manhole necks any size or type for a vertical distance in excess of eight inches and resetting the existing casting within reasonable close conformity to the lines and grades shown on the drawings or established by the engineer. Only those requiring rebuilding, as determined by the Utility Company and engineer, will be measured for payment.

The existing casting will be carefully removed and cleaned. The neck shall be adjusted using brick and mortar as required. The casting shall then be set and sealed with mortar on the neck at the proper elevation for paving. If the utility and the engineer determine that the existing manhole deck is in unsatisfactory condition or cannot be adjusted, then the neck shall be removed and rebuilt as required. Any exposed brick shall be parged. All work shall be in accordance with (the Utility Company's specifications if attached) Section 600.

This work shall be measured by the vertical foot with a minimum measurement of one foot. Where a manhole is rebuilt for a height of more than one foot, the additional height will be measured and paid to the next foot.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

Purchase of Sewer and Water Castings

Where it is determined prior to the Notice to Proceed Date, that the sewer and water castings are needed for adjustments due to type of resurfacing alternate selected, the contractor will be ordered to purchase the castings and will be reimbursed the amount of the invoice price plus ten percent for handling.

Where it is determined during construction, that the sewer and water castings are needed for adjustments, and upon concurrence by the Utility Company, the contractor will be ordered to purchase the castings in accordance with Section 104.03.

(ATTACHMENT A (cont'd) ()
96-99

The existing casting shall be carefully cleaned, the casting adjusted to the proper elevation by placing the riser over the cover for initial fit and 100% contact, then tighten the turnbuckle with wrench for swedge fit in accordance with (the Utility Company's specifications if attached) Section 606. Turnbuckle will be installed so as not to protrude into manhole crawl area.

Only one (1) riser will be applied to each casting adjustment and will not be applied to existing risers.

Units with two-piece risers, vertical elevating bolts, or with more than one (1) turnbuckle will not be accepted.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 Utility Manhole Neck Rebuilding.

This work will be measured by the unit each, after completion and acceptance by the Utility and the Department.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

A(ATTACHMENT A (cont'd)
96-99

ITEM	9999-9963	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type C
	9999-9964	16 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type C

This work shall consist of the resetting or grade adjustment of an existing utility casting by means of a one-piece prefabricated adjustment riser for a vertical height of greater than 0 inches and less than 3 inches in accordance with Section 606 and within reasonable close conformity to the lines and grades shown on the drawing or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to casting shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

ATTACHMENT A (cont'd)
96-99

ITEM	9999-9965	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type D
	9999-9966	16 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type D

This work shall consist of the resetting or grade adjustment of an existing utility casting by means of a one-piece prefabricated adjustment riser for a vertical height of greater than 3 inches and less than 4 inches in accordance with Section 606 and within reasonable close conformity to the lines and grades shown on the drawing or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to casting shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

ATTACHMENT B
96-99 PROJECT LETTER AGREEMENT
Incorporated Work

This Project Letter Agreement, numbered _____ in COMMONWEALTH files, made and entered into this _____ day of _____, between the undersigned Parties pursuant to the terms and conditions of the Master Agreement for the adjustments of Incorporated Utility Facilities, bearing No. _____, in COMMONWEALTH's files dated _____, between the undersigned Parties in consideration of the mutual promises herein contained and with intent to be legally bound hereby, agree that the COMMONWEALTH, in accordance with this Project Letter Agreement dated as above will make adjustments to the Utility's castings to accommodate construction on State Route/Work Order No. _____, Section _____, in _____ County.

The estimated number of castings to be adjusted and the cost of each are shown on the attached listing. Casting adjustment costs are established by said Master Agreement, and are estimated to be a total cost of \$_____. The Utility agrees to reimburse the COMMONWEALTH for this work in accordance with the Master Agreement. In the event the actual number of castings to be adjusted changes from the estimated number shown above, the Utility agrees to reimburse COMMONWEALTH for the actual number of adjusted castings based on the unit costs shown in the Master Agreement and Exhibit 1, incorporated herein and made a part hereof, to this Letter Agreement.

All terms and conditions of said Master Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the COMMONWEALTH and the UTILITY have caused this Agreement to be duly executed, ensealed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

_____		BY: _____	_____
Title	Date	Title	Date
(SEAL)			

ATTEST:

		COMMONWEALTH OF PENNSYLVANIA	
		DEPARTMENT OF TRANSPORTATION	
_____		BY: _____	_____
Signature	Date	Signature	Date
(SEAL)			

APPROVED AS TO FORM AND LEGALITY

BY: _____
Chief Counsel Date

Preapproved form:
OGC No. 18-K-551
Appv'd OAG 8/23/93

ATTACHMENT B
96-99

RE:

S.R.:

County:

Utility:

EXHIBIT 1

PROJECT LETTER AGREEMENT
INCORPORATED WORK

Hereinafter set forth is the listing of anticipated castings which are being incorporated herein by this Agreement.

<u>Number of</u> <u>Castings</u>	<u>Bid Item</u>	<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Cost</u>
	9999-9950		
	9999-9951		
	9999-9952		
	9999-9953		
	9999-9954		
	9999-9955		
	9999-9956		
	9999-9957		
	9999-9958		
	9999-9959		
	9999-9960		
	9999-9961		
	9999-9962		
	9999-9963		
	9999-9964		
	9999-9965		
	9999-9966		

PRELIMINARY APPROVED

BY

Signature Date

Assistant Counsel
Title

RECORDED NO. _____

Certified Funds Available Under
Activity Program _____

SYMBOL 010-008- _____

AMOUNT \$ _____

BY

Signature Date

Comptroller
Title

APPROVED FOR
OFFICE OF THE BUDGET

BY

Signature Date

Comptroller
Title

- Document ID: 047 _____
- Federal ID: _____
- Sub. Organization: _____
- Serial Number: _____
- Sub. Number: _____
- Adjustment Number: _____

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

RESOLUTION NO. 1594

RESOLUTION TO ADOPT TOWNSHIP POLICY REGARDING
THE INSTALLATION OF PRIVATE ANTENNAE AND TOWERS
ON TOWNSHIP PROPERTY

WHEREAS, the Township of Upper Dublin is willing to enter into written formal agreements with cellular telephone companies, on a first-come first-serve basis, in order to accommodate their needs for communications antennae and/or towers on Township property; and

WHEREAS, such agreements would be acceptable to the Township as long as certain conditions are met to the satisfaction of the Township Manager; and

WHEREAS, such conditions are outlined in the attached document entitled, "Township Policy for Installation of Private Antennae and Towers on Township Property".

BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township adopts the attached Township Policy regarding the installation of private antennae and towers on Township property.

RESOLVED, this 13th day of August, 1996, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: Richard R. Rulon
Richard R. Rulon, President

ATTEST:

Frances S. Amey
Frances S. Amey, Township Secretary

TOWNSHIP OF UPPER DUBLIN

TOWNSHIP POLICY FOR INSTALLATION OF PRIVATE ANTENNAE AND TOWERS ON TOWNSHIP PROPERTY

It is the stated policy of the Board of Commissioners that the Township of Upper Dublin ("Township") is willing to enter into written formal agreements with cellular telephone companies "(Company)", on a first-come first-served basis, to accommodate their needs for communications antennae and/or towers ("Facility") on Township property, if all of the following conditions are met to the satisfaction of the Township Manager:

1. The Company agrees to work with the Township so that it can be determined, at the Township's sole discretion, that the proposed facility would not create any undo hardship or negative environmental impact upon the Township property or the surrounding neighborhood. The Manager/Board may require the filing of a land development plan, if the impact is potentially negative.
2. The Company agrees to comply with all rules and regulations of Township ordinance(s) governing Cellular Communications Antennas as well as all other applicable laws.
3. The Company agrees to pay for an independent engineering study to verify that any existing Township facility would be structurally safe and can support the Township's antennae in the future, if needed.
4. The Company will build, own, insure and maintain any new facilities. They will control any future use of the tower to prevent any interference with existing equipment. Space will be reserved for Township use, if needed. If any other tenants are allowed on the tower, the Township must give approval and will receive 50% of the rent charged, or rent equivalent. Any additional land leases will be handled separately.
5. At the Township's option the Company agrees to remove, at their own expense, any facility upon expiration of the lease.
6. The Company agrees to lease terms and annual rents that are competitive and cost effective to the Township.
7. The Company agrees to pay for its pro-rated share of any annual real estate or other taxes that may be assessed upon the Facility.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
RESOLUTION NO. 1595

RESOLUTION APPROVING AND AUTHORIZING THE TRANSFER OF
ASSETS OF THE UPPER DUBLIN TOWNSHIP AUTHORITY TO UPPER
DUBLIN TOWNSHIP; APPROVING AND ASSUMING ANY OBLIGATIONS
OF THE AUTHORITY; AND APPROVING AND ENDORSING THE CERTIFICATE
OF TERMINATION OF THE EXISTENCE OF THE AUTHORITY

WHEREAS, on October 7, 1952, the Board of Commissioners of Upper Dublin Township enacted Ordinance No. 72A, with the intention and desire to organize and incorporate the "Upper Dublin Township Authority" (hereinafter the "Authority"); and

WHEREAS, Ordinance No. 72A was amended in December, 1966 by Ordinance No. 326, amended again on May 11, 1967, by Ordinance No. 340, and amended again on January 14, 1986, by Ordinance No. 706; and

WHEREAS, said Ordinances were codified in the Code of Upper Dublin Township, Title 2, Administration, Chapter 7, Authority, Municipal; and

WHEREAS, the Authority was formed pursuant to the Municipal Authorities Act of 1945, act of May 2, 1945, P.L. 382, as amended, 53 P.S. §301 et seq. ("the Act"); and

WHEREAS, the said Ordinances, as codified, set forth the statutory authority for the establishment of the Authority; the intent of the Board of Commissioners; the projects to be undertaken by the Authority; and the Articles of Incorporation for the Authority; and

WHEREAS, the Articles of Incorporation for the Authority were filed with the Secretary of the Commonwealth of Pennsylvania on October 23, 1952; and

WHEREAS, the Authority is presently the record owner of the following parcels of real estate located in Montgomery County, Pennsylvania:

Parcel No. 52-00-17833-007, Walnut Avenue, Springfield
Parcel No. 54-00-03592-008, Camp Hill Road, Upper Dublin
Parcel No. 54-00-04393-008, Commerce Drive, Upper Dublin;

and

WHEREAS, the Board of Commissioners of Upper Dublin Township has indicated a willingness to assume all assets and obligations of the Authority; and

WHEREAS, all of the known obligations of the Authority having been paid and all claims against it having been settled, it is desired that the Authority terminate its existence; and

WHEREAS, the Board of the Authority is no longer in existence; and

WHEREAS, in cases where the authority board is no longer in existence, the Department of State will accept a Certificate of Termination executed solely by the appropriate officers of the incorporating municipality; and

WHEREAS, there has been presented to the appropriate officers of Upper Dublin Township, on behalf of the Authority, a proposed Certificate of Termination (the "Certificate of Termination") requesting termination of the Authority's existence, all of its

debts and other obligations having been paid and discharged.

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. The transfer of the Authority's assets to the Township of Upper Dublin is hereby approved. Concurrently with the transfer of the Authority's assets, the Township does hereby assume and agree to pay and discharge, when due, any remaining obligations of the Authority.

2. Concurrently with the above-mentioned assumption of debts of the Authority, and pursuant to Section 321 of the Act, the proper officers of the Township are hereby authorized and directed to accept conveyance of the following three parcels of real estate of which the Authority is presently the record owner:

Parcel No. 52-00-17833-007, Walnut Avenue, Springfield
Parcel No. 54-00-03592-008, Camp Hill Road, Upper Dublin
Parcel No. 54-00-04393-008, Commerce Drive, Upper Dublin;

The appropriate officers of Upper Dublin Township are hereby authorized and directed to execute and deliver on behalf of the Authority the deeds conveying title to the real estate to the Township.

3. The Certificate of Termination is hereby approved, and the proper officers of the Township are hereby authorized and directed on its behalf to endorse the Township's approval on said Certificate, and to cause such Certificate to be filed with the Secretary of the Commonwealth of Pennsylvania, thereby terminating the existence of the Authority, which will have the legal effect of transferring to the Township, ownership of all of the remaining assets of the Authority.

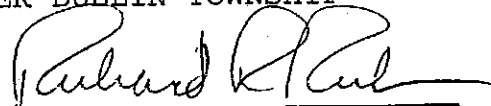
4. The proper officers of the Township are hereby authorized and empowered to execute and deliver all documents, pay such incidental expenses, and take all additional action which they may deem necessary or desirable to carry out the provisions of the foregoing sections.

5. This Resolution shall take effect immediately upon adoption or at the earliest date permitted by applicable law.

6. All resolutions, and parts of resolutions, inconsistent herewith are hereby rescinded.

ADOPTED by the Board of Commissioners of Upper Dublin Township on the 10th day of September, 1996.

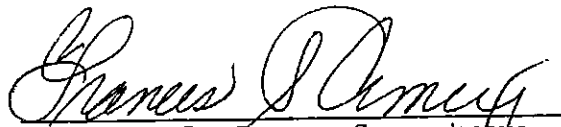
BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP



Richard R. Rulon, President

[Township Seal]

Attest:



Frances S. Amey, Secretary

g:\ud\gen\sevauth\authterm.res

CERTIFICATE OF TERMINATION

The Township of Upper Dublin, a municipal corporation operating under the First Class Township Code with offices located at 801 Loch Alsh Avenue, Fort Washington, Montgomery County, Pennsylvania, (the "Township") DOES HEREBY CERTIFY on behalf of the Upper Dublin Township Authority (the "Authority"), an authority previously incorporated under the Municipality Authorities Act of 1945, as amended (the "Act"), as follows:

1. The Board of the Authority is no longer in existence; and
2. All of the Authority's bonds and other obligations, if any, have been duly paid and discharged, and all claims against it have been settled; and
3. The appropriate officers of the Township are authorized by the Corporation Bureau of the Department of State and the Secretary of the Commonwealth, to execute this Certificate of Termination on behalf of the Authority; and
4. The Board of Commissioners of the Township has adopted a Resolution approving termination of the Authority.
5. Therefore, the Township hereby approves termination of the Authority, and to indicate such approval endorses hereon the signatures of its duly authorized officers, so that, upon the filing hereof with the Secretary of the Commonwealth, the corporate existence of the Authority will terminate and ownership of all of the Authority's assets will pass to the Township, without further action.

IN WITNESS WHEREOF, the Township, on behalf of the Authority, has caused this Certificate to be executed by its duly authorized officers, as of September 10, 1996.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: Richard R. Rulon
Richard R. Rulon, President

[Township Seal]

ATTEST:


Frances S. Amey
Frances S. Amey, Secretary

APPROVAL OF CERTIFICATE

The above Certificate, and the immediate termination of the Upper Dublin Township Authority, are hereby approved by the Township of Upper Dublin as the incorporating municipality of the Authority.


Dated: September 10, 1996

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: 
Richard R. Rulon, President

[Township Seal]

ATTEST:


Frances S. Amey, Secretary

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
ROOM 308 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722

270

UPPER DUBLIN TOWNSHIP AUTHORITY

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT.
PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE
COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS
TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY
QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

ENTITY NUMBER: 0371531

MICROFILM NUMBER: 09666

0536-0541

MARY L BUCKMAN
HIGH SWARTZ ROBERTS & SEIDEL LLP
40 E AIRY ST
NORRISTOWN PA 19404

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1596

RESOLUTION TO ADOPT THE EMERGENCY MANAGEMENT PLAN
OF UPPER DUBLIN TOWNSHIP

WHEREAS, the Board of Commissioners of Upper Dublin Township is authorized and directed pursuant to the provisions of the "Emergency Management Services Code," 35 Pa. C.S. §7101, et seq. (the "Code"), to prepare and maintain a current disaster Emergency Management Plan; and

WHEREAS, the Board of Commissioners commissioned the preparation of an Emergency Management Plan for the Township by the Emergency Management Coordinator, and after consultation with the persons and organizations that would provide emergency services within the Township such a plan has been drafted; and

WHEREAS, the purpose of said Emergency Management Plan is to set forth procedures to address emergency responses within the Township of Upper Dublin.

BE IT RESOLVED that:

1. Pursuant to 35 Pa. C.S. §7503, the Board of Commissioners adopts the Emergency Management Plan of Upper Dublin Township (the "Plan") as its "emergency management plan" as that phrase is used within the Code.

2. The Emergency Management Coordinator is directed to maintain and keep current the information within said Plan.

3. The Plan may be amended from time to time regarding information concerning the names, addresses and telephone numbers

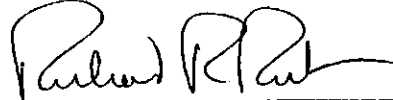
of applicable persons and organizations, and such amendments shall be deemed to be incorporated within the Plan without the necessity of further formal resolution by the Board of Commissioners.

4. Further substantive amendments as may be deemed necessary from time to time shall be proposed by the Emergency Management Coordinator and adopted by resolution of the Board of Commissioners.

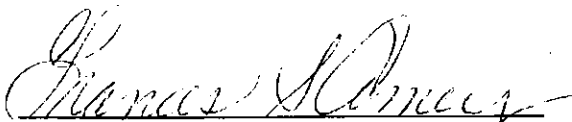
5. The Board of Commissioners hereby selects and nominates the Acting Township Manager as the Emergency Management Coordinator, as designated in the Plan, with this designation to be proposed and finally approved by the Commonwealth of Pennsylvania.

RESOLVED this 8th day of October, 1996.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
Richard R. Rulon, President

ATTEST:


Frances S. Amey, Secretary

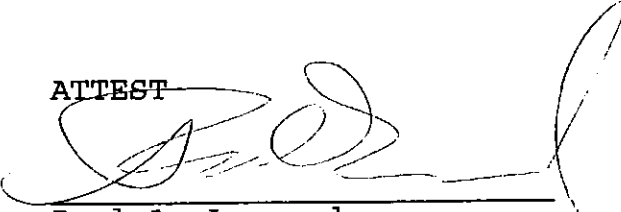
UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1597

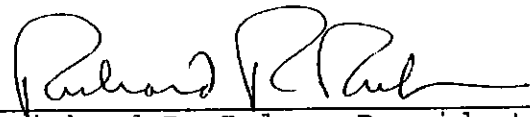
BE IT RESOLVED, by the authority of the Board of Commissioners of the Township of Upper Dublin, Montgomery County, and it is hereby resolved by authority of the same, that the President of the Board of Commissioners of Upper Dublin Township be authorized and directed to sign the attached grant on its behalf and that the Acting Township Manager be authorized and directed to attest the same.

TOWNSHIP OF UPPER DUBLIN

ATTEST


Paul A. Leonard,
Acting Township Manager

BY:


Richard R. Rulon, President
Board of Commissioners

I, Frances S. Amey, Secretary of the Township of Upper Dublin, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners held the 8th day of October, 1996.

Date: October 8, 1996


Frances S. Amey, Secretary

**FEDERAL PROGRAM NAME: State and Community Highway
Safety Program (#20.600)**

**Commonwealth of Pennsylvania
DEPARTMENT OF
TRANSPORTATION**

**HIGHWAY SAFETY
PROJECT GRANT**

FOR ADMINISTRATIVE USE

Project No. PT 97-03-1
Date Approved _____
H.S.P. PT 97-03-1
Funds Obligated \$50,000.00

1. TYPE Initial

2. PROJECT TITLE

Enforcement on Highway Safety Corridor Route 309

3. GRANTEE

(a) Governmental Unit (Name, address, county and zip)

Township of Upper Dublin
801 Loch Alsh Avenue
Fort Washington, PA 19034
(Montgomery County)

ATTN:

(b) Federal ID # _____

4. The Grant shall be effective from _____, 19____, thru _____, 19____.

The grant is not valid or enforceable until signed by the Deputy Secretary, the Office of Chief Counsel, and the Comptroller's Office. The grant shall be in the total amount of \$ 50,000.00

This shall be comprised of \$ 50,000.00 Federal funds and matching funds of \$ -0-. Federal funds could be subject to change based on actual eligible expenditures incurred during the grant period and matching funds could be subject to change based on actual expenditures of the grant. These funds shall be disbursed on an approved cost incurred basis as indicated in the Conditions of Grant.

5. DESCRIPTION OF PROJECT

Special enforcement efforts are being conducted to address speeding, driving under the influence, pedestrian safety, and other highway safety concerns. Emphasis will also be placed on increasing seat belt use.

The project proposal, marked as Exhibit A attached and made a part hereof, more fully describes the scope and terms of the proposal.

6. The grant is entered into between the above grantee and the Commonwealth of Pennsylvania, Department of Transportation. Grantee agrees to the Conditions of Grant Agreement which are marked as Exhibit B attached and made a part hereof. The Federal audit clause, marked Exhibit C; federal non-discrimination clause, marked Exhibit D; Commonwealth non-discrimination clause, marked Exhibit E; and contractor integrity provision, marked Exhibit F; are attached and made conditions of this grant.

7. The Department may terminate this agreement as provided in the Conditions of the Grant Agreement attached hereto. The grantee agrees to comply with all applicable laws and regulations of the Commonwealth and Federal Government in carrying out this agreement. The grantee shall be paid for work completed which conforms to the conditions of the grant.

8. The grantee agrees to be bound by the provisions of Administrative Agency procedure as found in Volume 1, Pennsylvania Code Chapters 31, 33, and 35 when bringing any claim against the Commonwealth arising from this Grant Agreement by the filing of said claim with the Administrative Docket Clerk, Room 521 Transportation and Safety Building.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 1598

**RESOLUTION TO AUTHORIZE USE OF A PORTION
OF THE SANITARY SEWER PIPING IN LIMEKILN PIKE**

WHEREAS, as part of the development of the Pheasant Knoll a/k/a Arbour Hill subdivision on Limekiln Pike in Dresher, the developer, Arbour Hill Associates, Inc., has constructed and installed sewer piping from a manhole in Limekiln Pike across from the entrance to the Pheasant Knoll development, south for approximately 800 lineal feet to a gravity manhole in the intersection of Limekiln Pike and Virginia Drive on the Pine Run Interceptor (hereinafter "Sanitary Sewer Extension"); and

WHEREAS, at least three residences and a Sunoco gas station on Limekiln Pike need to connect into this Sanitary Sewer Extension; and

WHEREAS, the Sanitary Sewer Extension is located in the Limekiln Pike right-of-way, and not on privately owned property; and

WHEREAS, the Sanitary Sewer Extension has been inspected by the Township and is being utilized by several lots in the Pheasant Knoll development; and

WHEREAS, as a condition of approval of the Pheasant Knoll subdivision application, the developer has agreed to dedicate all public improvements constructed by the developer, including the Sanitary Sewer Extension, to the Township once the project is


complete, but the project will not be completed in the near future;
and

WHEREAS, due to considerations of public health, safety and welfare, it is necessary to enable adjacent property owners to connect into the Sanitary Sewer Extension immediately.

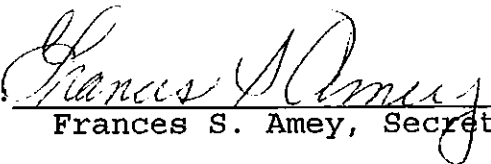
BE IT RESOLVED, the Board of Commissioners of Upper Dublin Township hereby authorizes Township staff to direct the adjacent property owners to connect to and begin utilizing the Sanitary Sewer Extension described above in Limekiln Pike.

RESOLVED, this 8th day of October, 1996, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: 
Richard R. Rulon, President

ATTEST:

BY: 
Frances S. Amey, Secretary

RESOLUTION NO. 1599

RESOLUTION TO ACCEPT
DEED OF DEDICATION FOR OPEN SPACE PARCEL
AS SHOWN ON APPROVED SUBDIVISION PLAN FOR
"DAWESFIELD IIB AND III"

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from DRESHER VALLEY BUILDERS, INC. (hereinafter "Grantor") a Deed of Dedication for an open space parcel (hereinafter "Open Space Parcel"), more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Open Space Parcel which Subdivision Plan was prepared by Alon Engineering Associates, Inc. of Warminster, PA, dated March 16, 1992, as last revised July 22, 1992, bearing Plan No. 5067, and recorded on September 1, 1992, in the Office for Recording of Deeds, Norristown, Pennsylvania at Book A053, page 0388 (hereinafter referred to as the "Recorded Plan"); and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept the Deed of Dedication so that the Open Space Parcel will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deed of Dedication offered to the Township for the Open Space Parcel more fully described in Exhibit "A" attached hereto is accepted.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 12th day of November, 1996.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:

By: Richard R. Rulon
Richard R. Rulon, President

Frances S. Amey
Frances S. Amey, Secretary

DEED OF DEDICATION
FOR OPEN SPACE PARCEL

*Original sent
to Kim Schowen
High Authority
for filing
12/3/96*

THIS DEED OF DEDICATION made this day of , A.D.,
1996, between DRESHER VALLEY BUILDERS, INC., a corporation
organized pursuant to the laws of the Commonwealth of Pennsylvania
located at 1454 Bethlehem Pike, Spring House, PA, 19477 (hereinaf-
ter "Grantors"), and TOWNSHIP OF UPPER DUBLIN, a Township of the
first Class situate at 801 Loch Alsh Avenue, Fort Washington, in
the County of Montgomery and Commonwealth of Pennsylvania,
(hereinafter "Grantee").

WHEREAS, Grantors are the owners of a certain parcel of real
property situate in Upper Dublin Township, Montgomery County,
Pennsylvania; and

WHEREAS, with regard to said tract of real estate, Grantors
and Township have entered into a Developer's Agreement dated
September 3, 1992, and recorded in the Office for the Recording of
Deeds, Norristown, Pennsylvania, Book 5020, page 2061; and

WHEREAS, pursuant to the Developer's Agreement, Grantors have
heretofore filed a subdivision plan prepared by Alon Engineering
Associates, Inc. of Warminster, PA, dated March 16, 1992, as last
revised July 22, 1992, bearing Plan No. 5067, consisting of sheets
numbered one through twenty-three; and

WHEREAS, said plans were approved by the Board of Commission-
ers of the Township of Upper Dublin on May 12, 1992; and

WHEREAS, said approved plans were recorded on September 1,
1992, in the Office for Recording of Deeds, Norristown, Pennsylva-
nia at Book A053, page 0388 (hereinafter referred to as the
"Recorded Plan") ; and

WHEREAS, the Dawesfield IIB and III Development consists of thirty-seven single family homes; and

WHEREAS, said subdivision and recording of same creates an area designated on the Plan as open space, now having parcel no. 54-00-14326-308, Block 11D, Unit 55 (hereinafter "Open Space"); and

WHEREAS, Grantors now wish to dedicate the Open Space to the public.

W I T N E S S E T H:

That Grantors, for and in consideration of and for the sum of One Dollar (\$1.00) the advantages to it accruing, as well as for diverse considerations affecting the public welfare, which they seek to advance, have granted, bargained, sold and confirmed, and by these presents do grant, bargain, sell and confirm unto the Grantee, it's successors and assigns, ALL THAT CERTAIN property situate in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and Commonwealth of Pennsylvania identified as parcel 54-00-14326-308, Block 011D Unit 055.

TO HAVE AND TO HOLD all that certain property above described unto the TOWNSHIP OF UPPER DUBLIN, its successors and assigns, to and for the only proper use on behalf of the TOWNSHIP OF UPPER DUBLIN, its successors and assigns, for open space.

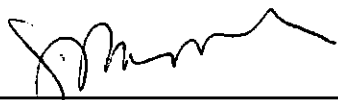
AND the said Grantors, for themselves and their successors and assigns by these presents do covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantors nor their successors and assigns shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns any additional sum of money from the TOWNSHIP OF UPPER DUBLIN, Grantee for said parcel.

AND the said Grantors, for their successors and assigns, do by these presents further covenant, promise and agree to and with said Grantee, its successors and assigns, that the said parcel described unto the said Grantee, its successors and assigns, against it the said Grantors, their 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 or them or any of them, shall and will warrant and forever defend.

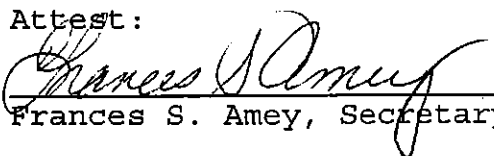
IN WITNESS WHEREOF, Grantors have caused this Deed of Dedication to be duly executed the day and year first above written intending to be legally bound.

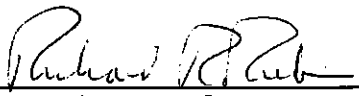
DRESHER VALLEY BUILDERS, INC.

(CORPORATE SEAL)

By: 
Sal Paone, ~~President~~ Secretary


TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

Attest:

Frances S. Amey, Secretary

By: 
Richard R. Rulon, President

Accepted and approved by Resolution of the Board of Commissioners of the Township of Upper Dublin this _____ day of _____, 1996.

TOWNSHIP OF UPPER DUBLIN

Attest:

Frances S. Amey, Secretary

By: 
Richard R. Rulon, President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 15th day of October, 1996, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Sal Paone, who acknowledged himself to be the ^{Secretary} ~~President~~ of Dresher Valley Builders, Inc. and he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Jill K. Wilson
Notary Public
Notarial Seal
Jill K. Wilson, Notary Public
Lower Gwynedd Twp., Montgomery County
My Commission Expires May 8, 2000
Member, Pennsylvania Association of Notaries