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EXHIBIT F1

AGREEMENT WITH JOINT SEWER AUTHORITY, DATED  
NOVEMBER 12, 2002, BY AND AMONG THE EAST NORRITON-  
PLYMOUTH-WHITPAIN JOINT SEWER AUTHORITY, EAST  
NORRITON TOWNSHIP, WHITPAIN TOWNSHIP AND PLYMOUTH  
TOWNSHIP ADDRESSING SERVICE TO THE BURNSIDE RESERVE  
DEVELOPMENT

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## Burnside Reserve Sewer Agreement

- 9 lot subdivision on Generals Drive off of Burnside Avenue
- Sewer flows go to West Norriton Township
- All Sanitary Sewer facilities dedicated to West Norriton Township.
- Affected addresses:
  - 800 Generals Dr.
  - 802 Generals Dr.
  - 804 Generals Dr.
  - 806 Generals Dr.
  - 807 Generals Dr.
  - 809 Generals Dr.
  - 811 Generals Dr.
  - 813 Generals Dr.
  - 815 Generals Dr.

36150A

**AGREEMENT WITH JOINT SEWER AUTHORITY**

This Agreement dated this 12<sup>th</sup> day of November, 2003 is by and among the East Norriton-Plymouth-Whitpain Joint Sewer Authority (the "Authority"), East Norriton Township ("East Norriton"), Whitpain Township and Plymouth Township.

**BACKGROUND**

A. The Authority owns and operates a waste water treatment plant (the "Treatment Plant").

B. The Authority has entered into an Agreement dated October 5, 1959, as amended with East Norriton Township, Plymouth Township and their then respective authorities, for the treatment and disposal of waste water collected in East Norriton and Plymouth Townships subject to certain conditions.

C. The Authority has also entered into an Agreement dated October 5, 1959 with Whitpain Township and the then Whitpain Township Sewer Authority for the treatment and disposal of waste water collected in certain portions of Whitpain Township subject to certain conditions.

D. East Norriton, Plymouth Township, Whitpain Township, East Norriton Township Municipal Authority and Plymouth Township Municipal Authority entered into an Agreement with the Authority in 1991 which was in furtherance of a Memorandum of Understanding among the same parties entered into on April 3, 1989 which further detailed the respective rights and responsibilities of the parties for the treatment of effluent from the respective municipalities.

E. Pursuant to the Agreements detailed above, East Norriton has the right to send effluent to the Treatment Plant.

F. East Norriton, due to a significant inflow and infiltration problem within its distribution system, has permitted a certain subdivision in East Norriton to send its sewage effluent to a treatment plant located in West Norriton Township.

G. The parties hereto wish to memorialize the fact that this section of East Norriton will not be serviced by the Authority and the Treatment Plant.

H. East Norriton Township has succeeded to the right, title and interest of East Norriton Township Municipal Authority, and Plymouth Township has succeeded to the right, title and interest of Plymouth Township Municipal Authority.

**NOW THEREFORE**, intending to be legally bound hereby, the parties agree as follows:

1. The subdivision known as "Burnside Reserve" was developed by Gwynedd Glen, Inc. in a plan of subdivision entitled the same dated July 2, 1999 with a last revision date of September 14, 2000 prepared by Urweiler & Walter, Inc. and recorded in the Montgomery County Recorder of Deeds at Plan Book A59, Page 384 on September 14, 2000 (hereinafter referred to as "Burnside Reserve"). A reduced copy of the final subdivision plan as recorded is attached hereto and made a part hereof as Exhibit "A".

2. On October 12, 2000, the then owner of Burnside Reserve, Gwynedd Glen, Inc., dedicated the public improvements contained therein to East Norriton Township. A copy of the Deed of Dedication is attached hereto and made a part hereof as Exhibit "B".

3. The sanitary sewer distribution pipes, appurtenances and facilities have or will be dedicated to the West Norriton Township, however, East Norriton has a right of access to the same should they not be properly maintained pursuant to a Declaration of Covenants, Easements and Restrictions Concerning Storm Water and Sanitary Sewer Facilities entered into between Gwynedd Glen, Inc. and East Norriton dated October 12, 2000. A copy of this Declaration is attached hereto and made a part hereof as Exhibit "C".

4. The parties hereto acknowledge that the effluent from Burnside Reserve shall not be treated by the Authority's Treatment Plant and that the Authority shall not collect any fees or rents for the same.

5. The Burnside Reserve subdivision shall be deleted from the service area agreed to by the parties as of December 10, 2002.

6. This Agreement constitutes the entire Agreement between the parties and there are no other understandings written or oral.

7. This Agreement may not be modified except by written Agreement.

8. This Agreement shall inure to and be binding upon the parties hereto, their heirs, successors, and assigns.

9. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.


10. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**EAST NORRITON-PLYMOUTH-WHITPAIN  
JOINT SEWER AUTHORITY**

Attest: *Doreen B. Burtz* Secretary By: *Roma M. B. B.* Chairman

**EAST NORRITON TOWNSHIP**

Attest: *Henry J. J. J. J.* Secretary



Attest: *[Signature]* Secretary

By: *Lewis K. McJannet* Chairman

**WHITPAIN TOWNSHIP**

By: *[Signature]* Chairman

**PLYMOUTH TOWNSHIP**

Attest: *Karen B. Weiss* Secretary

By: *Alexander J. J. J.* Chairman

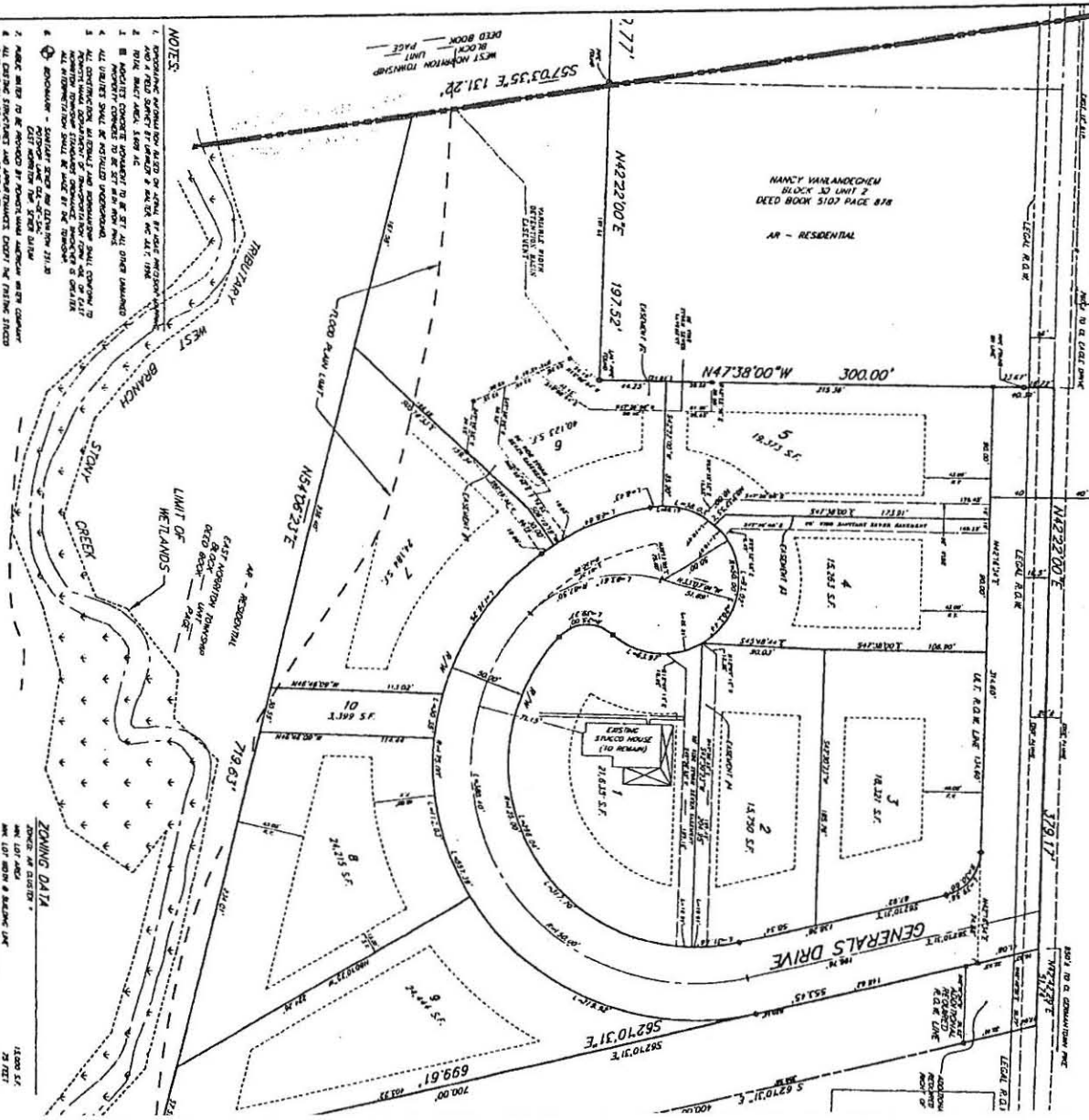
**EXHIBIT "A"**

POTSHOP LANE

BURNSIDE AVENUE (S. R. 3004)

NANCY VANANDRICHEN  
BLOCK 33 UNIT  
DEED BOOK 5107 PAGE 818

GENERAL'S DRIVE



- NOTES:**
1. ALL LOTS TO BE DEVELOPED BY THE OWNER OF EACH LOT.
  2. ALL LOTS TO BE DEVELOPED BY THE OWNER OF EACH LOT.
  3. ALL LOTS TO BE DEVELOPED BY THE OWNER OF EACH LOT.
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  8. ALL LOTS TO BE DEVELOPED BY THE OWNER OF EACH LOT.
  9. ALL LOTS TO BE DEVELOPED BY THE OWNER OF EACH LOT.
  10. ALL LOTS TO BE DEVELOPED BY THE OWNER OF EACH LOT.

**ZONING DATA**

ZONE	MIN. LOT AREA	MIN. LOT WIDTH	MIN. FRONT YARD SETBACK	MIN. SIDE YARD SETBACK	MIN. REAR YARD SETBACK	MAX. BUILDING COVERAGE	MAX. BUILDING HEIGHT
R-1	12,000 S.F.	30 FEET	25 FEET	5 FEET	5 FEET	40 PERCENT	35 FEET
R-2	12,000 S.F.	30 FEET	25 FEET	5 FEET	5 FEET	40 PERCENT	35 FEET
R-3	12,000 S.F.	30 FEET	25 FEET	5 FEET	5 FEET	40 PERCENT	35 FEET
R-4	12,000 S.F.	30 FEET	25 FEET	5 FEET	5 FEET	40 PERCENT	35 FEET
R-5	12,000 S.F.	30 FEET	25 FEET	5 FEET	5 FEET	40 PERCENT	35 FEET

**MAINTENANCE OBLIGATIONS**

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LOT.

2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LOT.

3. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LOT.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LOT.

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6. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LOT.

7. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LOT.

8. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LOT.

9. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LOT.

10. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LOT.

**EXHIBIT "B"**



093072600

Streets and Walkway

DEED OF DEDICATION

THIS INDENTURE made this 12<sup>th</sup> day of Oct, 2000, between GWYNEDD GLEN, INC., ("Grantor"), and the East Norriston Township ("Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the advantage to itself accruing as well as for diverse other considerations affecting the public welfare which it seeks to advance, has granted, bargained, sold, aliened, enfeoffed, released, and confirmed and by these presents does grant, bargain, sell, alien, enfeoff, release, and confirm unto the said Grantee, its successors and assigns: that area, lot or parcel described in Exhibit "A", attached hereto and incorporated herein by reference ("Premises").

To have to hold, the said Premises above-described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, as and for a public street and/or highway and/or storm water management facility and/or sanitary sewer facility or other public improvement and for any other use or purpose designated by the Grantee including, but not limited to the right to use the said right-of-way for sanitary sewers, underground wiring and/or drainage control to the same extent and with the same effect as if the said street had been opened by eminent domain after proceedings duly had for that purpose under and pursuant to the Second Class Township Code, the Eminent Domain Code and/or any other applicable law of the Commonwealth of Pennsylvania.

And the said Grantor, for itself, its successors and assigns, by these presents, covenants, promises, and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, shall nor will at any time thereafter, ask, demand, or recover

or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for the Premises or by reason of the physical grading of said street to the grade as now established by Grantee, and if such grade shall not be established at the day of the date of these presents that neither the said Grantor, or Grantor's successors and assigns, shall or will at any time hereafter ask, demand, recover, or receive any such damage by reason of the physical grading of said street to conform to the grade as first thereafter established or confirmed by Grantee.

And the said Grantor, for itself, its successors and assigns, does by these presents agree to waive any and all damages to or for the Premises and further covenant, promise, and agree to and with said Grantee, its successors and assigns, that the said Premises above-described unto the said Grantee, its successors and assigns, against the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under Grantor, or them or any of them, shall and will warrant and forever defend.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

ATTEST:

GRANTOR:

By: [Signature]  
Sec

By: [Signature]

The foregoing Deed of Dedication is accepted.

GRANTEE:

East Norriton Township

By: [Signature]  
Chairman

[Signature]  
Secretary



COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY

On the 12<sup>th</sup> day of October A.D., 2000, before me, the undersigned officer, personally appeared Mark [Signature], who acknowledged himself/herself to be the President of Empire Center a corporation, and that he/she as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as President.

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

[Signature]  
Notary Public

NOTARIAL SEAL  
LINDA M. YOHE, Notary Public  
Worcester Twp., Montgomery County  
My Commission Expires Oct. 9, 2004

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY

On this 19<sup>th</sup> day of October, A.D., 2000, before me, the subscriber, a Notary Public, personally appeared John B. Cowley, who acknowledges that he was personally present at the execution of the above Agreement and saw the common or corporate seal of the said Township duly affixed thereto; that the said seal so affixed thereto is the common or corporate seal of the Township; that the said Agreement was duly sealed and delivered by the Chairman and the Township Secretary of said Township as and for the Act and Deed of said Township for the uses and purposes therein mentioned and that they desired the same to be recorded as such.

[Signature]  
Notary Public

Notarial Seal  
Vera J. Fedorkiw, Notary Public  
East Norriton Twp., Montgomery County  
My Commission Expires Sept. 8, 2003

Member, Pennsylvania Association of Notaries

EXHIBIT "A"



**URWILER & WALTER, INC**

**CIVIL ENGINEERS & SURVEYORS**

est. 1966

182 WEST BROAD STREET  
TELFORD, PA 18969  
(215) 723-3154  
(215) 723-7137 (FAX)

May 15, 2000

**DESCRIPTION** of land of lot #10 to be dedicated to East Norriton Township.

**ALL THAT CERTAIN** tract of land situated in the Township of East Norriton, Montgomery County, Commonwealth of Pennsylvania as shown on a Plan of Subdivision (sheet 1 of 14) prepared for Burnside Reserve by Urwiler & Walter, Inc., dated July 2, 1999, last revised May 12, 2000, bounded and described as follows to wit:

**BEGINNING AT A POINT** on the right-of-way of Generals Drive (50 feet wide), the common property corner of land of lot #8 of subdivision of Burnside Reserve and land of lot #10 of subdivision of Burnside Reserve, said point being located the following three (3) dimensions from the intersection of Germantown Pike centerline with the centerline of Burnside Avenue:

1. along the centerline of Burnside Avenue, 950 feet more or less measured in a southwesterly direction to a point in line of land of John H. and Esther Siegle 2<sup>nd</sup>;
2. partly along land of aforementioned John H. and Esther Siegle 2<sup>nd</sup> and partly along right-of-way of Generals Drive, crossing the bed of Burnside Avenue, South 62 degrees 10 minutes 31 seconds East 190.09 feet to a point of curvature;
3. partly along aforementioned right-of-way of Generals Drive, extending along the arc of a circle, curving to the right, having a radius of 175.00 feet, the arc distance of 331.95 feet (chord South 07 degrees 50 minutes 03 seconds East 284.37 feet) to a point, the place of beginning;

**THENCE** from said beginning point along the common property line of land of lot #8 and land of lot #10 South 46 degrees 46 minutes 09 seconds East 114.44 feet to a point, a corner of this and land of lot #8 and in line of land of East Norriton Township;

**THENCE** partly along land of aforementioned East Norriton Township South 54 degrees 06 minutes 23 seconds West 30.55 feet to a point, a corner of this and land of lot #7 of subdivision of Burnside Reserve;

**THENCE** along the common property line of land of lot #7 and land of lot #10 North 46 degrees 46 minutes 09 seconds West 113.02 feet to a point, a corner of this and land of lot #7, on the right-of-way of Generals Drive;

Description of land of lot #10 to be dedicated to East Norriton Township cont'd.  
May 15, 2000/Page 2 of 2

**THENCE** partly along aforementioned right-of-way of Generals Drive in a northeasterly direction, extending along the arc of a circle, curving to the right, having a radius of 175.00 feet, the arc distance of 30.35 feet (chord North 51 degrees 28 minutes 31 seconds East 30.31 feet) to the **POINT AND PLACE OF BEGINNING**.

**CONTAINING:** 3,398 square feet of land more or less.

**EXHIBIT "C"**

093072700

**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS  
CONCERNING STORMWATER AND SANITARY SEWER FACILITIES**

THIS EASEMENT AGREEMENT is made this 2<sup>nd</sup> day of Oct, 2000, by and between GWYNEDD GLEN, INC., a Pennsylvania Corporation (hereinafter referred to as "Grantor") and EAST NORRITON TOWNSHIP, (hereinafter referred to as "Grantee").

**BACKGROUND**

A. Grantor is the owner of a certain tract of land containing approximately 5.6 acres located in East Norriton Township, Montgomery County, Pennsylvania (hereinafter referred to as "the Property"), on which Grantor has proposed a subdivision and/or land development more particularly described and depicted on certain plans, entitled "Burnside Reserve" prepared by Urwiler & Walter, Inc., dated July 2, 1999, bearing a final revision date of May 12, 2000 and recorded in the Montgomery County Recorder of Deeds Office in Plan Book \_\_\_\_\_ at Page \_\_\_\_\_ (hereinafter referred to as "the Plans"). The Plans are further enumerated on Exhibit "A" attached hereto and expressly made a part hereof.

B. Grantor intends to construct certain stormwater detention basins, storm sewers, and surface swales to collect or carry stormwater as well as facilities related thereto upon the Property described in paragraph "A" above and in accordance with the zoning, subdivision and land development ordinances of the Township.



C. On behalf of itself, its successors and assigns, Grantor has agreed that the future responsibility for maintenance and/or repair of any detention or retention basins (hereinafter referred to as "Basin or Basins") shall be placed upon the owner of the Property where such Basins are located in order to insure the proper and adequate drainage of stormwater from the Property.

D. Grantor intends to construct certain sanitary sewer facilities to collect and carry effluent as well as facilities related thereto upon the Property described in paragraph "A" above and in accordance with the zoning, subdivision and land development ordinances of the Township and West Norriton Township Municipal Authority.

E. On behalf of itself, its successors and assigns, Grantor has agreed that the future responsibilities for maintenance and/or repair of any sanitary sewer facilities shall be placed upon the owner of the Property where such facilities are located and/or West Norriton Township Municipal Authority.

F. Grantee desires to obtain easements over all portions of the Property for purposes of acquiring the right to enter upon the Property and to inspect, maintain, repair and/or replace all Basins and sanitary sewer facilities (when and if necessary), whether surface or sub-surface and notwithstanding whether the primary responsibility for maintenance of such facilities is the obligation of Grantee or the obligation of the Grantor, its successors and assigns (hereinafter referred to as the "Easement").

**NOW, THEREFORE,** in consideration of the mutual covenants and promises herein contained, as well as the Township's grant of final approval of the plans described in paragraph "A" above, as well as the sum of One Dollar (\$1.00), the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**1. MAINTENANCE OF ALL SURFACE STORMWATER DRAINAGE AND SANITARY SEWER FACILITIES BY GRANTOR, ITS SUCCESSORS AND ASSIGNS.**

Grantor, on behalf of itself and its successors and assigns, hereby agrees that the sole future responsibility for all mowing, maintenance, repair and replacement of all Basins, as well as all sanitary sewer pipes and related facilities depicted on the Plans described in paragraph "A" above shall be borne by the owner or owners of the Property where such Basins and sanitary facilities are located so that all such Basins, sanitary sewer pipes and related facilities shall be kept in good working order at all times.

**2. EASEMENT TO GRANTEE WITH REGARD TO ALL SURFACE STORMWATER DRAINAGE FACILITIES AND ALL SANITARY SEWER DRAINAGE FACILITIES.**

Grantor, on behalf of itself, its successors and assigns, hereby grants to Grantee, in the event the Grantor, its successors and assigns fail to discharge their obligations under paragraph 1 of this Easement Agreement, the full and uninterrupted right, right-of-way, privilege, easement and authority to enter upon all properties on which are located basins and all sanitary sewer facilities shown on the Plans from time to time and at such times as the Grantee shall deem necessary for the purpose of repairing, inspecting, renewing, removing, relaying, adding to, operating and maintaining thereon the said Basins and sanitary sewer related facilities, including, but not limited to piping, pumps, pumping stations, manholes, stone sub-bases, inlets, rip-rap, head walls, end walls, surface swales and berms. Grantee shall also, in Grantee's sole discretion, have the right to enforce the obligations set forth in Paragraph 1 by an action in Equity.

**3. EASEMENT TO GRANTEE IN CONNECTION WITH SUB-SURFACE STORM SEWERS.**

Grantor, on behalf of itself, its successors and assigns, hereby irrevocably grants to Grantee, the full and uninterrupted right, right-of-way, privilege, easement and authority to enter upon all storm sewer easements shown on the Plans for the purpose of repairing, inspecting, renewing, removing, adding to, operating and maintaining thereon the sub-surface storm sewers located therein and related facilities (whether surface or sub-surface), including, but not limited to, piping, manholes, stone sub-bases, inlets, head walls and end walls.

**4. FURTHER OBLIGATIONS OF GRANTOR, ITS SUCCESSORS AND ASSIGNS, APPLICABLE TO BOTH SURFACE AND SUB-SURFACE STORMWATER DRAINAGE FACILITIES AND ALL SANITARY SEWER FACILITIES.**

Grantor, on behalf of its successors and assigns, hereby agrees that the surface of all detention basins, drainage easements, drainage swales, pipes, valves and related facilities shown on the Plans shall at all times remain unencumbered by Grantor, its successors and assigns, of all buildings and structures of any kind, and further that the grade of any such areas containing stormwater drainage facilities of any kind whatsoever shall not be changed or altered in any way without first obtaining the written consent of the Grantor.

**5. REIMBURSEMENT OF COSTS.**

In the event it becomes necessary for Grantee to perform the obligations of mowing, maintenance, repair or replacement of a Basin and any sanitary sewer facilities described in Paragraph 1 above, by reason of the failure or refusal of the property owner to do so, the Grantee shall charge the property owner the costs incurred by Grantee in performing the property owner's obligations hereunder and the property owner shall be obligated to reimburse Grantee for all such costs. Failure of the property owner to immediately reimburse Grantee as required by this

paragraph shall entitle Grantee to place a lien (in any manner provided for by law) upon the property or properties whose obligations under this Agreement were satisfied by Grantee.

**6. STORMWATER EASEMENT TO GRANTEE.**

Grantor hereby irrevocably grants and conveys unto Grantee, an easement to collect and discharge collected surface waters from the Property over, upon and through the detention basins, drainage easements, drainage swales and related facilities shown on the Plans.

**7. RESERVATIONS TO GRANTOR.**

Except to the extent inconsistent with the easements, rights and obligations granted herein from Grantor to Grantee, Grantor, its successors and assigns, shall have the right to use and enjoy the surface of the easement areas described herein.

**8. CONDITION PRECEDENT TO ANY MAINTENANCE OBLIGATIONS OF GRANTEE HEREUNDER.**

Any maintenance obligations of Grantee for the stormwater drainage described herein, (whether primary responsibility for sub-surface storm sewers, drainage easements, drainage swales and related facilities or back-up response for sanitary sewer facilities, or Basins), shall be conditioned upon the proper construction and completion of all such drainage improvements in accordance with the Plans as well as the subdivision and land development ordinances of the Township.

**9. NO WAIVER**

In the event that Grantee shall enter upon the Property to perform the property owner's obligations under this Agreement, such performances by Grantee shall not act as a waiver of the property owner's continuing and future obligations under this Agreement. In addition, in the event

of the property owner's failure to perform under this Agreement, Grantee shall have the right to pursue whatever legal or equitable remedies Grantee deems appropriate.

10. GENERAL PROVISIONS.

A. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

B. Recording. This Easement Agreement is intended to be, and shall be, recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, simultaneously with the final, approved, subdivision and/or land development plans described in paragraph A under "Background" above.

C. Obligations to Run With the Land. The covenants, restrictions and obligations of this Agreement shall be covenants running with the land, and the parties hereto agree for themselves and their successors and assigns that in any Deed of conveyance of the Property or any portion thereof to any person, partnership, corporation or other entity, the said covenants and obligations shall be incorporated therein by reference to this Agreement and the recording hereof as fully as if the same were contained therein.

D. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

E. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Any photographic or xerox copy of this Agreement, with all signatures reproduced on one or more set of

signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

GRANTOR:

GWYNEDD GLEN, INC.,  
A PENNSYLVANIA CORPORATION

Attest:   
Secretary

By:   
President

GRANTEE:

EAST NORRITON TOWNSHIP



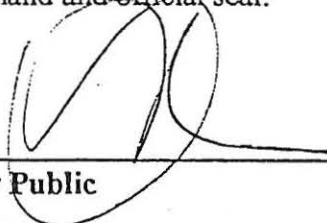
  
Secretary

By:   
Chairman

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :

On this, the 19th day of October 2000, before me, the undersigned officer, personally appeared Maxwell C. Cupper, who acknowledged himself to be the President of Apex Steel Services, a PA Corp, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such.

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

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

My Commission Expires:

NOTARIAL SEAL  
LINDA M. YOHE, Notary Public  
Worcester Twp., Montgomery County  
My Commission Expires Oct. 9, 2004

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :

On this 19<sup>th</sup> day of October, 2000, before me, the undersigned officer, personally appeared John B. Gourley, who acknowledged himself ~~herself~~ to be the Chairman of the Board of Supervisors, and that he/she 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.

Vera J. Fedorkiw  
Notary Public

My Commission Expires:

Notarial Seal  
Vera J. Fedorkiw, Notary Public  
East Norriton Twp., Montgomery County  
My Commission Expires Sept. 8, 2003  
Member, Pennsylvania Association of Notaries







**URWILER & WALTER, INC**

**CIVIL ENGINEERS & SURVEYORS**

est. 1966

182 WEST BROAD STREET  
TELFORD, PA 18969  
(215) 723-3154  
(215) 723-7137 (FAX)

September 25, 2000

**DESCRIPTION of land of Gwynedd Glen, Inc.**

ALL THAT CERTAIN tract of land situated in the Township of East Norriton, Montgomery County, Commonwealth of Pennsylvania as shown on a Plan of Subdivision (sheet 1 of 14) prepared for Burnside Reserve by Urwiler & Walter, Inc., dated July 2, 1999, last revised September 14, 2000, bounded and described as follows to wit:

**BEGINNING AT A POINT** in the centerline of Burnside Avenue (S.R.3004), in line of land of N/L Nancy Vanlandeghem, said point being located 760 feet more or less measured in a northeasterly direction along the centerline of Burnside Avenue;

**THENCE** from said beginning point along the centerline of aforementioned Burnside Avenue (as widened to 40 feet from its centerline) North 42 degrees 22 minutes 00 seconds East 379.17 feet to a point in line of land of N/L John H. and Esther Siegle 2<sup>nd</sup>;

**THENCE** crossing the bed of Burnside Avenue, partly along aforementioned land of N/L John H. and Esther Siegle 2<sup>nd</sup>, partly along the legal right-of-way of Generals Drive (50 feet wide) South 62 degrees 10 minutes 31 seconds East 594.92 feet to a point, a corner of this and land of Parcel "B" Open Space East Norriton Township;

**THENCE** along aforementioned land of Parcel "B" Open Space East Norriton Township South 54 degrees 06 minutes 23 seconds West 719.63 feet to a point in line of land of Parcel "A" Open Space West Norriton Township;

**THENCE** partly along aforementioned land of Parcel "A" Open Space West Norriton Township North 57 degrees 03 minutes 35 seconds West 131.22 feet to a point in line of land of N/L Nancy Vanlandeghem;

**THENCE** partly along aforementioned land of N/L Nancy Vanlandeghem North 42 degrees 22 minutes 00 seconds East 197.52 feet to a ¾ inch pipe found, a corner of this and land of N/L Nancy Vanlandeghem;

**THENCE** along aforementioned land of N/L Nancy Vanlandeghem, crossing an iron pipe found, crossing the bed of Burnside Avenue North 47 degrees 38 minutes 00 seconds West 300.00 feet to the **POINT AND PLACE OF BEGINNING**.

**CONTAINING:** 5.609 acres of land more or less.

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