

018884

Being re-recorded to correct lot #'s on ~~077508~~ exhibit B (Declaration Plat)

6-15882
GERMANTOWN TITLE CO.
11 S. TROOPER ROAD
NORRISTOWN, PA 19403

ORIGINAL

J. Spahr

REALTY TRANS. TAX PAID
STATE - 0
LOCAL - 0
PER - <i>2</i>

22.50
86.60
~~27.50~~
~~10.00~~
~~10.00~~
~~10.00~~
30.00

This DECLARATION OF EASEMENTS ("Declaration") is made this 24th day of September 2002, by Trappe Village Partners, Inc. ("Declarant").

9/23

REALTY TRANS. TAX PAID
STATE <i>[Signature]</i>
LOCAL <i>[Signature]</i>
PER <i>[Signature]</i>

50
31.00
31.00
9.00
10 3.00
3.00
11.00

RECITALS

- A. Declarant is the owner of a certain parcel of land in the Borough of Trappe, Pennsylvania, as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, together with the buildings and other improvements thereon and all appurtenances belonging thereto (the "Residential Parcel").
- B. Declarant has proposed to develop a residential development project on the Residential Parcel (collectively, the "Proposed Residential Development").
- B. Declarant is also the owner of a certain parcel of land located immediately adjacent and contiguous to the Residential Parcel and Parcel 2 (as hereinafter defined), as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof, together with the buildings and other improvements located thereon and all appurtenances belonging thereto ("Parcel 1").
- C. Declarant is also the owner of a certain parcel of land located immediately adjacent and contiguous to the Residential Parcel and Parcel 1, as more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof, together with the buildings and other improvements located thereon and all appurtenances belonging thereto ("Parcel 2").
- D. Declarant desires to create, for the benefit of the Residential Parcel, Parcel 1 and Parcel 2, certain easements, as hereinafter more particularly described, subject to the hereinafter described terms, covenants, conditions and provisions.

NOW, THEREFORE, for and in consideration of the premises and the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Declarant hereby declares as follows:

1. Access Easement. Declarant hereby declares, for the benefit of itself as the owner of Parcel 1 and Parcel 2 and its successors-in-title and assigns and permittees, invitees, business guests, successors, assigns, tenants, subtenants and occupants ("Permittees"), a non-exclusive, perpetual easement (the "Access Easement") for vehicular and pedestrian ingress, egress and regress to and from Parcel 1 and Parcel 2 on, over and across the proposed driveway shown on Exhibit "D" attached hereto and made a part hereof (the "Proposed Drive"). The easement rights granted hereby are non-exclusive, it being the intention that Proposed Drive may also be used Declarant and by the owners of the Residential Parcel and their successors-in-title and assigns, and their tenants and invitees for any purpose which does not unreasonably interfere with the

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03 SEP -5 PM 3:03

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access rights granted for the benefit of Parcel 1 and Parcel 2. Similarly, Declarant hereby declares, for the benefit of itself as the owner of the Residential Parcel and its Permittees, an Access Easement for vehicular and pedestrian ingress, egress and regress to and from the Residential Parcel on, over and across the appurtenant portion of the proposed driveway shown on Exhibit "D" attached hereto and made a part hereof (the "Appurtenant Proposed Drive"). The easement rights granted hereby are non-exclusive, it being the intention that Appurtenant Proposed Drive may also be used Declarant and by the owners of the Parcel 1 and Parcel 2 and their successors-in-title and assigns, and their tenants and invitees for any purpose which does not unreasonably interfere with the access rights granted for the benefit of the Residential Parcel.

2. Parking Easement. Declarant hereby declares, for the benefit of itself as the owner of Parcel 1 and Parcel 2 and its successors-in-title and assigns and Permittees, a non-exclusive, perpetual easement (the "Parking Easement") for vehicular parking on, over and across the proposed parking area shown on Exhibit "D" attached hereto and made a part hereof (the "Proposed Parking Area"). The easement rights granted hereby are non-exclusive, it being the intention that Proposed Parking Area may also be used by the Declarant and by the owners of the Residential Parcel and their successors-in-title and assigns, and their tenants and invitees, solely for the purpose of vehicular parking.

3. Covenants Running with the Land. The easements hereby granted are intended to be perpetual and the rights and obligations of the parties set forth herein shall be covenants running with the land, shall burden the Residential Parcel and benefit Parcel 1 and Parcel 2, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, their licensees and tenants, and the employees and invitees of any of them.

4. No Improvements in the Easement Areas. Declarant, for and on behalf of itself and its successors-in-title and assigns as the owner of the Residential Parcel, hereby declares that it shall not erect any structure, improvement, barrier, fence or other obstruction on the Proposed Drive, the Appurtenant Proposed Drive or the Proposed Parking Area so as to prevent the reasonable and adequate passage of vehicles or pedestrians within the Proposed Drive, the Appurtenant Proposed Drive or the Proposed Parking Area.

5. Maintenance; Maintenance Expenses.

(a) The owner of the Residential Parcel, its successors-in-title and assigns, shall maintain and keep in good order and repair and replace all portions of the Proposed Drive and the Appurtenant Proposed Drive. The owner of the Residential Parcel, its successors-in-title and assigns, at their sole cost and expense and without the right of contribution from the owner of Parcel 1 or the owner of Parcel 2 or their successors-in-title and assigns, shall pay all costs and expenses now or hereafter incurred in performing such obligation, including but not

limited to the costs of (i) maintaining, repairing and replacing the driveway, sidewalk and walkway areas and curbs, (ii) removal from the driveway, sidewalk and walkway areas of all papers, debris, and filth, (iii) sweeping of the driveway, sidewalk and walkway areas, and (iv) removal of ice and snow from driveway, sidewalk and walkway areas.

(b) The owner of Parcel 2, its successors-in-title and assigns, at their sole cost and expense, shall maintain and keep in good order and repair and replace all portions of the Proposed Parking Area, including but not limited to (i) maintaining, repairing and replacing the surface of the parking area and curbs, (ii) removal from the parking area all papers, debris, and filth, and (iii) sweeping of the parking area. Notwithstanding anything to the contrary contained in this Section 5(b), the owner of the Residential Parcel, at its sole cost and expense, shall remove all ice and snow from the Proposed Parking Area in a timely manner.

6. Proposed Homeowners Association.

(a) The obligations of the Declarant, as the owner of the Residential Parcel, contained in this Agreement shall be incorporated into the homeowner's association documents (the "Proposed Homeowner's Association") for the Proposed Residential Development.

(b) All of the rights, liabilities and obligations of Declarant, as the owner of the Residential Parcel, under this Agreement (including, without limitation, any maintenance obligations) shall transfer and be assigned to, and be assumed by, the Proposed Homeowner's Association upon the creation of the Proposed Homeowner's Association and the assumption by the Proposed Homeowner's Association of all obligations and liabilities of the Declarant hereunder; whereupon, Declarant shall thereafter be released from all liability hereunder.

7. Breach; Remedies. Failure by a party to perform any provision of this Agreement to be performed by such party (the "Defaulting Party") shall constitute a default if the failure to perform is not cured within ten (10) days after the Defaulting Party receives written notice thereof from the other party (the "Non-Defaulting Party"). If such default cannot reasonably be cured within ten (10) days, the Defaulting Party shall not be in default of this Agreement if the Defaulting Party commences to cure the default within such 10-day period and diligently and in good faith continues to cure the default until completion, provided the same is capable of being cured by the Defaulting Party. If the Defaulting Party shall have failed to cure a default after the expiration of the applicable time for cure of a particular default the Non-Defaulting Party may, at its election, but without obligation therefor, (a) seek specific performance of any obligation of the Defaulting Party, after which the Non-Defaulting Party shall retain, and may exercise and enforce, any and all rights which the Non-Defaulting Party may have against the Defaulting Party as a result of such default; or (b) from time to time without releasing the Defaulting Party

in whole or in part from the Defaulting Party's obligation to perform any and all covenants, conditions and agreements to be performed by the Defaulting Party hereunder, cure the default at the Defaulting Party's cost; or (c) exercise any other remedy given hereunder or now or hereafter existing at law or in equity or by statute; provided, however, that in no event shall the easements granted herein be terminable or revocable, it being the intention of the Declarant that the easements granted herein be perpetual. Any reasonable cost incurred by the Non-Defaulting Party in order to cure such a default by the Defaulting Party shall be due immediately from the Defaulting Party, together with interest.

8. Cumulative Remedies. No remedy herein or otherwise conferred upon or reserved hereunder shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement may be exercised, from time to time, as often as occasion therefor may arise or as may be deemed expedient; provided, however, that in no event shall the easements granted herein be terminable or revocable, it being the intention of the Declarant that the easements granted herein be perpetual. No delay or omission by a party to exercise any right or power arising from any breach by the other of any term or condition of this Agreement shall impair any such right or power or shall be construed to be a waiver of any such breach or an acquiescence therein; nor shall the exercise, delay or nonexercise of any such right or remedy impair the rights granted hereunder or be construed as a waiver of such right or remedy or as a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant. Notwithstanding anything to the contrary contained herein, in no event shall the easements granted herein be terminable or revocable, it being the intention of the Declarant that the easements granted herein be perpetual.

9. Enforcement; Arbitration. The provisions, covenants and easements created by this Declaration may be enforced by the Declarant, the owner of the Residential Parcel, the owner of Parcel 1 or the owner of Parcel 2, by commencing a proceeding in accordance with this Section against any person or persons violating or attempting to violate the provisions hereof. All actions or claims to enforce the provisions of this Declaration shall be submitted to binding arbitration pursuant to the rules and regulations of the American Arbitration Association.

10. Condemnation. In the event of any condemnation or any transfer in lieu thereof of all or any portion of the easements created hereunder ("Condemnation"), the grantees of such easement rights shall be entitled to that portion of all of the compensation awarded to or paid as a result of or on account of such Condemnation which is attributable to the loss of use by the grantee of such easement rights of the easements declared hereunder which are subject to Condemnation.

11. Governing Law. The terms of this Agreement shall be governed by and construed

in accordance with the laws of the Commonwealth of Pennsylvania.

12. Partial Invalidity. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. Waiver. No waiver of any of the terms or conditions of this Agreement shall be binding or effective unless expressed in writing and signed by the party giving such waiver.

14. Estoppel Certificates. The parties hereto shall from time to time deliver to each other, within ten (10) days after delivery of written request therefor, an estoppel certificate respecting such matters concerning this Agreement and the provisions hereof as the requesting party shall reasonably require.

15. Counterparts. This Agreement may be executed in counterparts which shall collectively be deemed as one instrument.

16. Headings. The headings set forth in the Agreement have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

17. Further Acts. Each party agrees to perform such further acts and to execute and deliver such further documents as may be reasonably necessary to carry out the provisions of this Agreement and are consistent therewith.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth above.

ATTEST:

By: 

(Assistant) Secretary

TRAPPE VILLAGE PARTNERS, INC.,
a Pennsylvania corporation

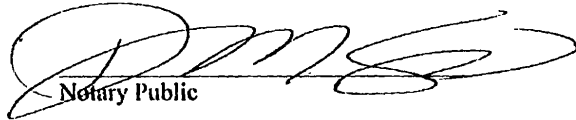
By: 

Name: Theodore J. Anderka
Title: President

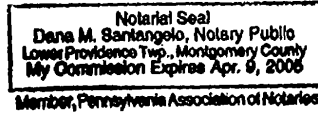
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Montgomery) SS

I, Dana M. Santangelo, a Notary Public in and for the County and State aforesaid, do hereby certify that Leodore De Arce, the President of TRAPPE VILLAGE PARTNERS, INC., a Pennsylvania corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of September, 2002.


Notary Public

My Commission Expires:



PH2 107022v7 09/17/02

~~DB 5427 PG 2387~~

DB 5471 PG 2321

Exhibit A

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements to be erected thereon, situate in Trappe Borough, Montgomery County, Pennsylvania, and described according to a Plan of Subdivision prepared known as "Williams Tract" made by Czop/Specter, Inc., dated June 23, 1995 and last revised May 7, 1996 and recorded in Montgomery County in Plan Book A-56 page 210, as follows, to wit:

BEGINNING at a point on the Southwesterly Ultimate Right of Way line of Main Street (Route 422) (80 feet wide) which point of beginning is common to this Lot and Lot No. 2 as shown on said plan, and which said beginning point is measured the two following courses and distances from a point of curve on the Northwesterly side of Williams Way (50 feet wide): (1) on the arc of a circle curving to the left having a radius of 20.00 feet the arc distance of 33.16 feet to a point of tangent thereon; and (2) North 60 degrees 45 minutes 00 seconds West 237.80 feet to the place of beginning; thence extending from said point of beginning, along Lot no. 2, South 29 degrees 15 minutes 00 seconds West, through the bed of a certain proposed 20 feet wide ingress/egress easement and crossing the Northeasterly side of a certain proposed 30 feet wide ingress/egress easement, 144.00 feet to a point in the bed of said easement and which point is in line of Lot No. 4 as shown on said Plan; thence extending along the same, North 60 degrees 45 minutes 00 seconds West, through the bed of said proposed 30 feet wide ingress/egress easement, 79.54 feet to a point in line of land now or late of John H. and Mary E. Comiskey; thence extending along the same, North 32 degrees 28 minutes 15 seconds East, recrossing the Northeasterly side of said 30 feet wide ingress/egress easement, 144.23 feet to a point on the said Southwesterly Ultimate Right of way line of main Street; thence extending along the same, South 60 degrees 45 minutes 00 seconds East 71.44 feet to the first mentioned point and place of beginning.

BEING Lot No. 1 as shown on said Plan.

Parcel Number 23-00-00646-01-5

TOGETHER with the full, right, liberty and privilege in and to the use of that certain proposed 30 feet wide ingress/egress easement in common with lots bounding thereon and entitled to the use thereof as more particularly shown and noted on the above mentioned Plan.

ALSO TOGETHER with the full, right, liberty and privilege in and to the use of that certain proposed 20 feet wide ingress/egress in common with Lot No. 2 as more particularly shown and noted on the above mentioned Plan.

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005471PG2322

Exhibit A

ALL THAT CERTAIN TRACT OR PIECE OF ROUND SITUATE IN THE BOROUGH OF TRAPPE, MONTGOMERY COUNTY, PA, BOUNDED AND DESCRIBED, ACCORDING TO A PLAN PREPARED FOR ANDERKO AND MARESCA, PREPARED BY CZOP/SPECTER INC., CONSULTING ENGINEERS AND SURVEYORS, WORCESTER, PA, DATED 6/1/2000, LAST REVISED 1/10/2002, AS FOLLOWS, TO WIT:

BEGINNING AT A POINT, A COMMON CORNER OF LOT NO. 1, LOT NO. 2, AND ON THE LEGAL RIGHT-OF-WAY LINE OF MAIN STREET (S.R. 4031, 80 FEET WIDE), THENCE FROM SAID POINT OF BEGINNING, ALONG THE AFOREMENTIONED RIGHT-OF-WAY, SOUTH 60 DEGREES 45 MINUTES 00 SECONDS EAST, 237.70 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AN ARC LENGTH OF 33.16 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 15 MINUTES 00 SECONDS EAST, 29.49 FEET TO A POINT OF TANGENCY ON THE LEGAL RIGHT-OF-WAY OF WILLIAMS WAY (50 FEET WIDE), THENCE ALONG THE AFOREMENTIONED RIGHT-OF-WAY LINE, SOUTH 34 DEGREES 15 MINUTES 00 SECONDS WEST, 122.72 FEET TO A POINT, THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY WILLIAMS WAY AND THE CENTERLINE OF AN ACCESS EASEMENT (30 FEET WIDE); THENCE ALONG THE CENTERLINE OF THE AFOREMENTIONED EASEMENT, NORTH 60 DEGREES 45 MINUTES 00 SECONDS WEST 147.02 FEET TO A POINT; THENCE CROSSING AND LEAVING THE ACCESS EASEMENT, NORTH 29 DEGREES 15 MINUTES 00 SECONDS EAST, 30.50 FEET, THENCE NORTH 60 DEGREES 45 MINUTES 00 SECONDS WEST, 100.00 FEET TO A POINT ON LINE OF LOT NO. 1 AND LOT NO. 2, NORTH 29 DEGREES 15 MINUTES 00 SECONDS EAST, 113.50 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING .765 ACRES MORE OR LESS.

UNDER AND SUBJECT TO CERTAIN RESTRICTIONS OF RECORD.

BEING KNOWN AS LOTS 2 AND 3

BEING PARCEL NOS. 23-00-00646-00-6 & 23-00645-00-7 (RESPECTIVELY)

00 54 27 PG 2389

00 54 71 PG 2323

Exhibit A

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements to be erected thereon, situate in Trappe Borough, Montgomery County, Pennsylvania, and described according to a Plan of Subdivision prepared for Anderko and Maresca, prepared by Czop/Specter Inc., Consulting Engineers and Surveyors, Worcester, PA, dated 6/1/2000, last revised 1/10/2002, as follows, to wit:

BEGINNING AT A POINT, THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF WILLIAMS WAY (50 FEET WIDE AND A 30 FEET WIDE ACCESS EASEMENT) SAID POINT BEING THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET (S.R. 4031, 80 FEET WIDE); (1) ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AN ARC LENGTH OF 33.16 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 15 MINUTES 00 SECONDS EAST 29.49 FEET TO A POINT OF CURVATURE ON THE LEGAL RIGHT-OF-WAY WILLIAMS WAY (50 FEET WIDE), (2) ALONG THE AFOREMENTIONED RIGHT-OF-WAY LINE, SOUTH 34 DEGREES 15 MINUTES 00 SECONDS WEST, 122.72 FEET TO THE POINT OF BEGINNING, THENCE FROM SAID POINT OF BEGINNING, ALONG THE AFOREMENTIONED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES, (1) SOUTH 34 DEGREES 15 MINUTES 00 SECONDS WEST, 250.66 FEET TO A POINT OF CURVATURE; (2) ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT HAVING A RADIUS OF 170.78 FEET AND AN ARC LENGTH OF 69.70 FEET TO A POINT, A COMMON CORNER OF EXISTING LOT NO. 5 AND LANDS NOW OR LATE OF RITTENHOUSE PROPERTIES; THENCE ALONG THE COMMON PROPERTY LINE OF EXISTING LOT NO. 5 AND LANDS NOW OR LATE RITTENHOUSE PROPERTIES, NORTH 60 DEGREES 45 MINUTES 00 SECONDS WEST, 302.62 FEET TO A POINT, THENCE ALONG LANDS NOW OR LATE RITTENHOUSE PROPERTIES, AND LANDS NOW OR LATE OF JOHN H. COMISKEY AND MARY E. COMISKEY, NORTH 32 DEGREES 28 MINUTES 15 SECONDS EAST, 316.51 FEET TO A POINT, A COMMON CORNER WITH LOT NO. 1; THENCE ALONG THE COMMON LOT LINE WITH LOT NO. 1 THE TWO (2) FOLLOWING COURSES AND DISTANCES (1) SOUTH 60 DEGREES 45 MINUTES 00 SECONDS EAST, 79.54 FEET TO A POINT, (2) NORTH 29 DEGREES 15 MINUTES 00 SECONDS EAST, 30.50 FEET TO A POINT, A COMMON CORNER WITH EXISTING LOT NO. 2; THENCE ALONG THE AFOREMENTIONED LOT LINE , SOUTH 60 DEGREES 45 MINUTES 00 SECONDS EAST, 100 FEET TO A POINT, A COMMON CORNER OF EXISTING LOT NO. 3; THENCE ALONG THE AFOREMENTIONED LOT LINE, SOUTH 29 DEGREES 15 MINUTES 00 SECONDS WEST, 30.50 FEET TO A POINT ON THE CENTERLINE OF A 30 FEET WIDE ACCESS EASEMENT; THENCE ALONG THE AFOREMENTIONED CENTERLINE, SOUTH 60 DEGREES 45 MINUTES 00 SECONDS EAST, 147.02 FEET TO THE FIRST MENTIONED POINT AND PACE OF BEGINNING.

~~08 547 27 PG 2390~~ 08 547 1 PG 2324

CONTAINING 2.396 ACRES MORE OR LESS.

BEING PART OF, Inter Alia, the same premises which Stephen K. Williams and Dorothy R. Williams, husband and wife by Deed dated November 2,2000 and recorded January 19, 2001 in Montgomery County in Deed Book 5347 page 552 granted and conveyed unto Trappe Village Partners, Inc.

Being Lots 4 and 5

Being Parcel Nos. 23-00-01650-019 and 23-00-00646-501 (respectively)

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
23-00-00646-01-5 TRAPPE
W MAIN ST
TRAPPE VILLAGE PARTNERS INC
B 002 U 084 L 1 1134 DATE: 10/02/02

9.00
AG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
23-00-00646-00-6 TRAPPE
360 W MAIN ST
TRAPPE VILLAGE PARTNERS INC
B 002 U 007 L 2 1101 DATE: 10/02/02

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
23-00-00645-00-7 TRAPPE
W MAIN ST
TRAPPE VILLAGE PARTNERS INC
B 002 U 085 L 3 2204 DATE: 10/02/02

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
23-00-01650-01-9 TRAPPE
WILLIAMS WAY
TRAPPE VILLAGE PARTNERS INC
B 002 U 073 L 4 2102 DATE: 10/02/02

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
23-00-00646-50-1 TRAPPE
WILLIAMS WAY
TRAPPE VILLAGE PARTNERS INC
B 002 U 079 L 2204 DATE: 10/02/02

~~08 54 27 PG 2391~~

08 54 71 PG 2325

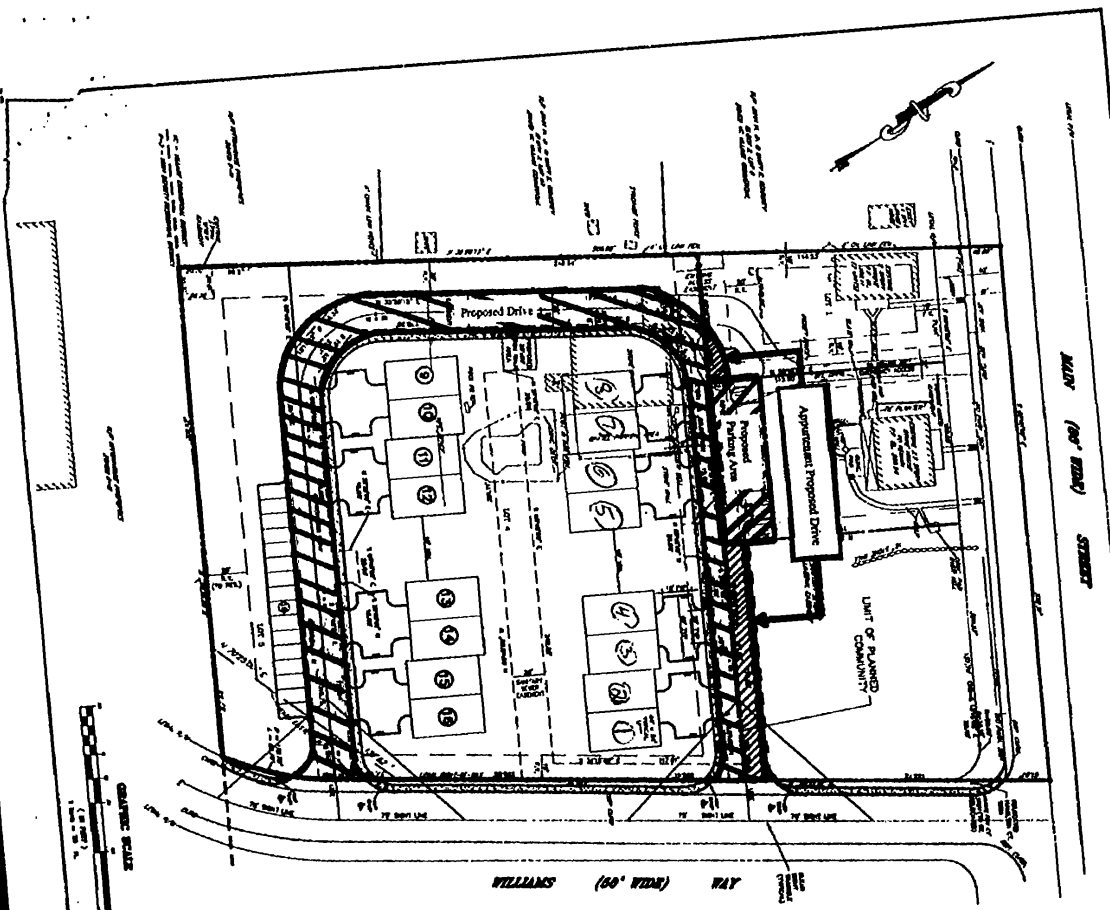


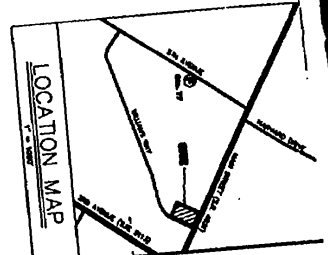
EXHIBIT D

NOTE
 ALL PROPOSED IMPROVEMENTS SHOWN ON THIS PLAN
 MUST BE BUILT.

GENERAL NOTES

1. The applicant shall be responsible for obtaining all necessary permits from the appropriate authorities.
2. The applicant shall be responsible for obtaining all necessary easements from the appropriate authorities.
3. The applicant shall be responsible for obtaining all necessary approvals from the appropriate authorities.
4. The applicant shall be responsible for obtaining all necessary approvals from the appropriate authorities.

Margaret B. ...



PLANS THAT LIND REDEMPT
 TRAFFIC ENGINEER
 HUNTERDON COUNTY, NJ

DECLARATION

STATE OF NEW JERSEY
 COUNTY OF HUNTERDON

APPROVED AND DECLARED
 JAMES J. ...
 COUNTY ENGINEER

DATE: ...

DB 5427PG2392

DB 5471PG2326

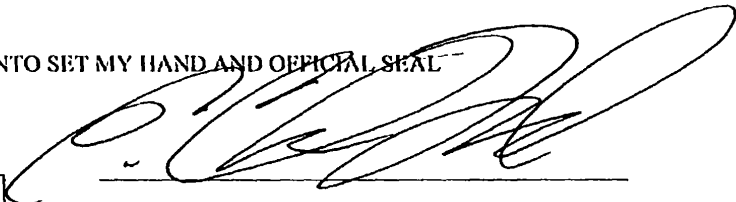
STATE OF PA

COUNTY OF Montgomery

ON THIS THE 5 DAY OF September, 2003, BEFORE ME, THE
UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED
Dana Santangelo Barth

KNOWN TO ME OR SATISFACTORILY PROVEN TO BE THE PERSON(S) WHOSE NAME(S)
IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT
HE/SHE/THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED,

IN WITNESS WHEREOF, I HEREBUNTO SET MY HAND AND OFFICIAL SEAL



Notarial Seal
E. Charlene Tokheim, Notary Public
Lower Providence Twp., Montgomery County
My Commission Expires May 13, 2006
Member, Pennsylvania Association Of Notaries

NOTARY PUBLIC

MY COMMISSION EXPIRES _____



E. Charlene Tokheim

08 54 71 PG 2327