



WARRINGTON TOWNSHIP BOARD OF SUPERVISORS MINUTES FOR JUNE 12, 2012

The regular meeting of the Warrington Township Board of Supervisors was held on June 12, 2012, 7:30 p.m., at the Township Building located at 852 Easton Road, Warrington, PA 18976. The members present were as follows:

ATTENDANCE:

Gerald Anderson, Chairperson; John Paul, Vice Chairperson; Matthew W. Hallowell, Sr. and Shirley A. Yannich, members. Staff present were Timothy J. Tieperman, Township Manager; William R. Casey, Esq., Township Solicitor; Richard Wieland, Township Engineer; Barry Lubber, Chief Financial Officer; and Barbara Livrone, Executive Assistant to the Township Manager. Excused: Marianne Achenbach.

MOMENT OF SILENCE

Mr. Anderson asked for a moment of silence.

PLEDGE OF ALLEGIANCE

The meeting opened with a pledge to the flag.

PRESENTATION TO WARRINGTON ROTARY CLUB

Mr. Anderson thanked the Warrington Rotary Club for their early vision and leadership in erecting the Warrington War Memorial. He stated that Rotary's effort exemplify well Rotary International's worldwide mission of Service Above Self. On Saturday, May 26, 2012, Warrington Township honored a record 40 Township veterans whose names were placed on the Memorial's wall.

PRESENTATION OF HERB KAHL SCHOLARSHIP RECIPIENTS

Mrs. Roberta Kahl presented scholarships to three students from Central Bucks South who had demonstrated their interest and involvement in community activities and outreach. This Fund was established in 1996 to honor Herb Kahl's memory and his legacy of commitment to the young people in the community. The recipients were Katie Bressler, Samantha Tamaro, and Elicia A. Yoffee.

APPROVAL OF BILL LIST:

1. May 22, 2012 – June 12, 2012: \$881,743.83

Mr. Anderson motioned, seconded by Mr. Paul, to approve the bill list from 5/22/12 to 6/12/12 totaling \$881,743.83. This motion passed by a roll call vote of 4-0 with the exclusion of Item #543 by Mrs. Yannich and Mr. Hallowell.

APPROVAL OF MINUTES:**2. May 9, 2012**

Mr. Paul motioned, seconded by Mr. Hallowell, to approve the May 9, 2012 Meeting Minutes. The motion passed by a vote of 4-0.

MINUTES FOR POSTING:**3. May 22, 2012**

Mr. Paul motioned, seconded by Mr. Hallowell, to approve the posting of the May 22, 2012 Meeting Minutes. The motion passed by a vote of 4-0.

SPECIAL PUBLIC DISCUSSION:**4. Discuss with Park and Recreation Board its current activities and future recommendations to the Board of Supervisors.**

Richard Weiss and Patrick Smith, representing the Park and Recreation Board, provided a brief activities report as well as recommendations to improve the parks and open space system. They discussed the recent parks tour and shared their observations. It was generally agreed that a mutual goal of the Supervisors, Park Board and Open Space Committee is to identify additional open space for active recreational use.

Mr. Anderson asked the P & R Board to address the issue of access routes in/out of Barness Park as it has become a safety issue. Mr. Smith stated the Park Board will be working to improve its communications with all the sports organizations to solve recurring problems associated with parking, maintenance and other related issues.

OLD BUSINESS:**5. Consider execution of developer's agreement for the Penrose Walk subdivision.**

Mr. Paul motioned, seconded by Mr. Hallowell, to approve the developer's agreement for the Penrose Walk subdivision. The motion passed by a vote of 4-0. (*See Attachment A*)

NEW BUSINESS (ACTION/DISCUSSION ITEMS):**6. Consider adoption of Resolution granting preliminary plan approval for Warrington Glen (i.e., Meehan/Lacy tract) (Note that this preliminary approval is for the entire phased plan)**

Richard P. McBride, Esq., attorney for the applicant, reviewed the preliminary plans for Warrington Glen (i.e., Meehan/Lacy Tract).

Mr. Larry Delaney, who resides at 646 N. Settlers Circle, thanked the developer for providing a buffer to maintain their privacy between the Legacy Oaks Condominium and the Warrington Glen development.

Mr. Paul motioned, seconded by Mr. Hallowell to adopt the Resolution granting preliminary plan approval for Warrington Glen (i.e., Meehan/Lacy tract). (Note that this preliminary approval is for the entire phased plan). The motion passed by a vote of 4-0. (*See Attachment B*)

6a. **Consider execution of a utility easement with the County of Bucks and Warrington Township.**

Mr. Paul motioned, seconded by Mrs. Yannich, to execute the utility easement with the County of Bucks and Warrington Township. The motion passed by a vote of 4-0. *(See Attachment C)*

7. **Consider adoption of Resolution granting final plan approval for Warrington Glen (i.e., Meehan/Lacy tract) (Note that this final approval is only for Phase I)**

Mr. Paul motioned, seconded by Mrs. Yannich, to adopt the Resolution granting final plan approval for Warrington Glen (i.e., Meehan/Lacy tract). (Note that this final approval is only for Phase I.) The motion passed by a vote of 4-0. *(See Attachment D)*

8. **Consider amendment to Chapter 15 of the Township Code, Motor Vehicles and Traffic (Part 4, General Parking Regulations).**

As background information, Mr. Tieperman reported that he had conferred with the police department to review vehicles being parked for a long period of time on Township roads, which served as the genesis for recommending these parking restrictions. The required notifications were sent to adjacent homeowners affected by these proposed parking amendments, which did elicit He reported that he had received feedback from residents who had received the letter on the proposed parking restrictions at all times in certain locations of the Township.

Residents who spoke not in favor of the proposed parking restrictions at all times in certain locations were:

Jim Pilecki, who resides at 2408 Dogleg Drive
David Schilling, who resides at 2412 Greensward North
Tony Marinelli, who resides at 2402 Greensward North
Joe Lee, who resides at 2134 Wodock Avenue

After a lengthy discussion, no formal action was taken.

9. **Consider amendment to Chapter 13 of the Township Code, Peddlers and Solicitors (Parts 1 and 6.)**

The consensus of the Board was to table taking any formal action and directed Staff to add an additional paragraph to the proposed amendment to Chapter 13 of the Township Code, Peddlers and Solicitors (Parts 1 and 6) stating that these individuals be required to wear identification badges while out soliciting in the Township.

10. **Consider Easement Agreement for Camp America.**

Mr. Paul motioned, seconded by Mr. Hallowell to approve the easement agreement for Camp America.

11. **MANAGER'S REPORT:**

a. **Review Item: Field Maintenance Agreements for Soccer and Football.**

After a lengthy discussion, the consensus of the Board was to recommend that the Township Manager make modifications to the draft field maintenance agreements for soccer and football before formal action is taken.

12. CHAIRMAN'S REPORT:**a. Refinancing Bonds.**

Mr. Anderson reported that on June 11, 2012 the Township successfully closed on the 2007 bond refinancing and new money issue for road improvements. He said the favorable rate will result in an anticipated savings of \$870,000. He stated we are now ready to move forward with the project's next phase, which being the refinancing of the 2008 bond issue.

b. Discussion on Geerling Mulching Operations.

Mr. Anderson announced the Township has taken some actions on Geerling's Mulching Operations. Based on discussions with his colleagues, the Board's opinion is that the grinder operation at the Geerlings Farm constitutes an industrial use and does not meet the general parameters or intent of the Right To Farm Act. He referenced a Senate bill under active consideration that will restrict how composting operations are handled under the Act. If passed a minimum 50% of processed compost must come from the land on which the composting process is occurring.

After a lengthy discussion, the Board directed the Solicitor to take appropriate actions in challenging whether the current operation at Gearings is considered manufacturing as opposed to a protected farm use under the Right To Farm Act.

Mr. Paul said he is still looking for a written definition on how the Geerlings mulching operation should be treated under the Act.

Ms. Patty White of 3091 Street Road, a Geerlings spokesperson and employee, addressed the Board to defend what she referred to as a "grinding" operation, not a composting operation and that the "grinder" is being used to produce potting soils. She disputed the assertion that what they're does not constitute farming.

c. Discussion on Micro Towers.

Mr. Anderson distributed copies of a report on micro towers, which will be reviewed at the Board's June 26, 2012 meeting.

d. CVS Project Update.

Mr. Anderson reported that CVS has agreed to install a clock and a decorative wall that states "Welcome to Warrington Township" at the store's new County Line Road location.

e. Discussion on Swim Club and Day Camp discount recommendations.

Mr. Anderson reported that the County and other agencies now offer discounts to veterans. He directed the Township Manager to make his recommendations for offering discounts to Township facilities for our veterans.

f. Discussion on appointments to Planning Commission and Zoning Hearing Board.

Mr. Anderson reported that Planning Commission and Zoning Hearing Board interviews have been tentatively scheduled for July 10, 2012, at 7 PM.

g. Report on Executive Meeting for Bucks County Association Township Officials.

Mr. Anderson reported that the Bucks County Association of Township Officials would like to help municipalities to get the word out on generalized and informal topics/issues of mutual interest whereby combined efforts could be mobilized to effectuate action at the State or federal level.

13. **ENGINEER’S REPORT:**

a. Lamplighter Village II Site Improvements and Repairs.

Mr. Wieland reported that the bid documents for Lamplighter Village II Site Improvements and Repairs are out to public bid and will be publicly opened on June 21, 2012.

b. 2012 Road Bid Authorization.

Mr. Wieland reported that the bid documents for the 2012 Road program are almost completed for the 49 roads that are going to be repaired. The total expenditure for this project amounts to \$2.9 million. Mr. Hallowell motioned, seconded by Mr. Paul, to authorize the project’s bidding.

14. **SOLICITOR’S REPORT:**

a. 10 Folly Road Schoolhouse Agreement.

Mr. Casey reported that the subject of the 10 Folly Road Schoolhouse Agreement would be tabled until a future meeting date. There are still details that need to be worked out.

SUPERVISORS COMMENTS:

Emergency Services Meeting

Mr. Paul reported that at the last Emergency Services meeting, a discussion was held on the SAFER Grant. He is recommending that the Township hire a professional grant writer to prepare a SAFER grant application with the stipulation that the fee contains a “fixed, not-to-exceed” component. He said this may be the last year that SAFER Grants are available. Mr. Anderson asked the Township Manager to check with the consortium as to which municipalities actively used a grant writer versus doing it themselves.

ADJOURNMENT

Mr. Paul motioned, seconded by Mr. Hallowell, to adjourn the meeting at 9:55 p.m. The motion passed unanimously.

Edited and Reviewed By:



Timothy J. Tieperman, Township Manager

ATTACHMENT A

DEVELOPMENT AGREEMENT

WARRINGTON TOWNSHIP

and

PENROSE WALK

THIS AGREEMENT dated the 29th day of June, 2012, by and between the TOWNSHIP OF WARRINGTON, Bucks County, Pennsylvania, a Township of the Second Class (the "TOWNSHIP"), with offices at 852 Easton Road, Warrington, PA 18976 and PHILLIPS AVE REALTY, L.P. with offices at 1030 Reed Avenue, Suite 100, Wyomissing, Pennsylvania 19610 (hereinafter called "DEVELOPER").

WITNESSETH

WHEREAS, DEVELOPER is the developer of a 30.937 acre tract, consisting of Bucks County Tax Parcel Nos. 50-40-110, 50-20-33 and 50-20-33-1, located on the east and west side of Street Road between Phillips and Bradford Avenues on which 48 new, single family, semi-detached residential dwellings (and one lot for a single family detached dwelling) will be constructed (the "PREMISES"); and

WHEREAS, the DEVELOPER applied to and received from TOWNSHIP preliminary and final approval of plans for the development of the PREMISES, prepared by Van Cleef Engineering Associates, dated November 15, 2011, last revised January 23, 2012 along with a Stormwater Management Report, dated November 15, 2011, last revised January 23, 2012, which have been recorded or will be recorded with the Recorder of Deeds of Bucks County (the "PLAN"); and

WHEREAS, DEVELOPER and TOWNSHIP are desirous of clarifying and stipulating in detail DEVELOPER'S obligations pursuant to TOWNSHIP'S ordinances and Rules and Regulations; and

WHEREAS, it is considered to be in the best interest of the parties hereto to clarify and reduce

to writing the respective obligations relating to the improvements which are to be constructed and all other developmental aspects of DEVELOPERS' project.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, AND INTENDING TO BE LEGALLY BOUND, IN ACCORDANCE WITH THE UNIFORM WRITTEN OBLIGATIONS ACT OF PENNSYLVANIA, AND IN CONSIDERATION OF OTHER GOOD AND VALUABLE CONSIDERATION, DEVELOPER AND TOWNSHIP HEREBY PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. DEVELOPER represents and warrants to TOWNSHIP that DEVELOPER is the developer of the PREMISES and agrees that the PLAN, as more specifically identified above, and the TOWNSHIP'S preliminary final plan approval of March 13, 2012, being Resolution No. 2012-R-14, is hereby incorporated herein by reference.

2. DEVELOPER shall construct all roads, streets, grading and drainage facilities, in addition to all sanitary sewage facilities and public water supply lines and appurtenances, place all monuments and furnish to TOWNSHIP the cost of and install all road traffic and street signs and other improvements shown and specified on the PLAN, at the sole cost and expense of DEVELOPER. The work shall be completed in a good and workmanlike manner in accordance with generally prevailing engineering practices, and all work shall be completed within one (1) year from the date hereof.

3. The Township Engineer and agent for DEVELOPER have prepared an estimated cost of improvements for both on-site and off-site improvements, and said estimate of costs is more fully set forth in Exhibit "A" (for on-site improvements) which is incorporated herein, attached hereto and made a part hereof by reference. DEVELOPER agrees that Exhibit "A" is just an estimate and that it will complete, at its sole expense, the improvements regardless of what the cost may be. DEVELOPER further agrees that it will pay all costs for the completion of this project in accordance with the PLAN and this Agreement, whether or not such costs are shown in Exhibit "A".

4. DEVELOPER shall post a Performance Bond, in form and substance satisfactory to the TOWNSHIP Solicitor, at the time of execution wherewith in the principal amount of One Million Six Hundred and Eighty Thousand Seventy-Eight Dollars and Sixty-Eight Cents (\$1,680,078.68) as financial security (hereinafter referred to as the "FINANCIAL SECURITY", to guarantee TOWNSHIP that DEVELOPER will comply with the terms and provisions of the within Development Agreement, PLAN and Exhibit "A."

Furthermore, DEVELOPER agrees that on each anniversary of this Agreement, DEVELOPER shall post such additional FINANCIAL SECURITY as is required under the terms of the Pennsylvania Municipalities Planning code, i.e. Act 247, as amended. In the event that DEVELOPER does not post such additional financial security within two (2) weeks of receipt of written notice by certified mail to post such additional financial security, TOWNSHIP is hereby authorized to withdraw all building permits and to issue a cease and desist order from further work on the construction improvements. Upon receipt of the cease and desist order, DEVELOPER agrees to cease all further work on the project; provided, that upon the posting of additional financial security as is required by TOWNSHIP, TOWNSHIP shall withdraw the cease and desist order and DEVELOPER may resume work on the project.

The FINANCIAL SECURITY is established for the sole benefit of TOWNSHIP and are subject to the sole control and authority of TOWNSHIP as established by the terms of this DEVELOPMENT AGREEMENT.

5. The construction and installation of the public improvements shown on the PLAN are subject to inspection and approval, at the cost of DEVELOPER, by the Township Engineer. DEVELOPER shall notify the Township Engineer not less than three (3) days before the commencement of the initial work on the premises. Not less than seventy-two (72) hours prior to the commencement of roads or other improvements, DEVELOPER shall notify the Township Engineer who shall inspect the prepared sub grade or other work. The Township Engineer shall be notified at least

twenty four (24) hours prior to the date when the DEVELOPER or its contractor proposes to lay the stone base course. The Township Engineer shall also be notified a minimum of twenty four (24) hours prior to the commencement of each separate paving operation and in advance of the commencement of any other work.

No construction of buildings, roads, sewer or water lines shall commence until the TOWNSHIP is satisfied that the tire cleaning, soil and erosion control, and detention basin construction have been completed sufficiently to avoid dirt, water and sedimentation from spilling over into the streets or highways within the TOWNSHIP or of adversely affecting or polluting any stream or property owned by others. In the event that during construction, dirt, mud and/or sedimentation does spill over on to the streets or highways of the TOWNSHIP or to the lands of another or into any streams, all construction on the site, other than that necessary to correct the problem, shall stop until the problem is corrected.

It shall be the obligation of DEVELOPER to arrange in advance with the Township Engineer for inspection of the work as the work progresses. The cost of such inspections shall be paid by DEVELOPER. Reasonable provisions agreeable to the Township Engineer and DEVELOPER shall be made to permit inspection of all work in progress. The Township Engineer is authorized to require the removal of any work which is commenced without notice as herein provided or which is not completed in accordance with this Agreement, the PLAN or the ordinances, resolutions or specifications of TOWNSHIP (to the extent not inconsistent with the PLAN), or which is not done in a good and workmanlike manner. The Township Engineer is further authorized, during a period of eighteen (18) months after the completion of all improvements, to require alteration, expansion, removal and/or relocation of any storm sewer, catch basin, under drain or other improvement which, for unforeseen reasons, does not function substantially in accordance with the design criteria established by the TOWNSHIP and approved by the Township Engineer and utilized by the DEVELOPER in the preparation of the PLAN as set forth in the PLAN and in the design booklets, storm drainage calculation and related materials delivered to the Township engineer and approved by the Township

Engineer in connection with the approval of the PLAN (collectively, the "Approved Specifications"). DEVELOPER's failure to comply with any such order shall constitute a breach of this Agreement. Township shall not be bound by preliminary engineering or approval of plans based on such engineering, and in the event the Township Engineer shall, at any time prior to the dedication of the public improvements reasonably determine that additional drainage facilities are required within the development in order to achieve the purpose of and standards established in the Approved Specifications, DEVELOPER shall further install such drainage work or make such corrections in the proposed drainage system and the Township Engineer shall reasonably determine is necessary based on existing field conditions and generally prevailing engineering practice.

In the event of the failure of the drainage and/or erosion and sedimentation control facilities to control stormwater runoff during construction or upon their completion at any time prior to dedication of the public improvements, the TOWNSHIP may revoke all outstanding building permits and refuse to issue new building permits or occupancy permits until the failure has been corrected to the satisfaction of the TOWNSHIP. There shall be no construction on the site other than is necessary to correct the failure, until the failure has been remedied.

DEVELOPER shall not be responsible for changes required because of conditions occurring or changing on property other than the PREMISES.

6. Water and sanitary sewer service shall be required for each dwelling unit prior to the issuance of certificates of occupancy as hereinafter provided. DEVELOPER agrees to obtain water and sanitary sewer rights from the Warrington Township Department of Water and Sewer as required herein.

Any and all permits required by the Commonwealth of Pennsylvania., Department of Environmental Protection or other agency connected with sanitary-sewer installation, shall be procured by DEVELOPER at DEVELOPER'S expense and a photostatic copy of the same shall be turned over to the Township Engineer for any work that is performed.

No sewage is to be collected or discharged into the Warrington Township sewer system prior to written approval of the Township Engineer. DEVELOPER will secure all permits from the Department of Water and Sewer and pay all connection charges or tapping fees in accordance with the current Fee Schedule of the TOWNSHIP.

DEVELOPER and TOWNSHIP agree all regulations, rules, specifications and standards adopted by the Warrington Township Municipal Authority prior to its cessation of operations on May 25, 1993 are the regulations, rules, specifications and standards of Warrington Township as amended thereafter from time to time. DEVELOPER acknowledges such regulations, rules, specifications and standards shall apply to the construction of this development. DEVELOPER acknowledges the TOWNSHIP may amend or change the regulations, rules, specifications and standards and it agrees to be bound by said amendments or changes.

DEVELOPER recognizes the DEVELOPER must provide water meters with remote readers and meter readings. Each residence shall be metered separately. The typical meter installation location must be approved by TOWNSHIP. All meters, including $\frac{3}{4}$ remote readers and meter settings, shall be paid for by OWNER. The cost thereof is \$17,395.00 (49 x \$355.00) and the same is to be paid to TOWNSHIP at the time of execution of this Agreement.

By agreement of the TOWNSHIP and DEVELOPER, DEVELOPER, at the time of the execution hereof, hereby pays to TOWNSHIP and irrevocably donates to TOWNSHIP the sum of \$102,165.00 (49 x \$2,085.00) that shall be used by TOWNSHIP for and toward the cost of reimbursement of providing water facilities and services to DEVELOPER or other users.

By agreement of the TOWNSHIP and DEVELOPER, DEVELOPER, at the time of the execution hereof, hereby pays to TOWNSHIP and irrevocably donates to TOWNSHIP the sum of \$242,060.00 (49 x \$4,940.00), which sum represents tap-in fees for sewer, which shall be REIMBURSED by TOWNSHIP to Montgomery Township Sewer Authority for sewer facilities and services to DEVELOPER. DEVELOPER acknowledges that the foregoing tap-in fees, charges for

meter and remote readers and charges for construction water and inspections are reasonable and not arbitrary and capricious. DEVELOPER, at the time of execution hereof, will pay \$4,900.00 (49 x \$100.00) in cash to TOWNSHIP for construction water, and \$9,800.00 (49 x \$200) for inspection fees.

DEVELOPER shall not seek a refund of and hereby waives all claims to all funds payable by it to the TOWNSHIP pursuant to this paragraph. In the event that this Agreement, pursuant to which payment is being made, is at any time declared invalid or unlawful, in whole or in part, DEVELOPER'S payment shall be deemed to be a voluntary contribution and/or bargained for consideration for the necessary improvements resulting from the impact of this subdivision on TOWNSHIP facilities.

DEVELOPER agrees to commence construction of all water and sewer facilities as detailed on the PLAN and contemplated by this Agreement promptly, and DEVELOPER agrees to complete all such facilities within one year of the effective date hereof.

DEVELOPER acknowledges that if DEVELOPER has not completed the improvements herein contemplated in accordance with the above time schedule or if DEVELOPER in the opinion of TOWNSHIP has breached any of the other covenants herein of DEVELOPER and failed to correct same within fifteen (15) days of written notice thereof, then TOWNSHIP may enter into possession of the premises, take down the existing balance of the FINANCIAL SECURITY without notice to DEVELOPER or right of set-off to DEVELOPER and expend the same to complete the construction work contemplated by this Agreement and called for in the PLAN and Exhibit "A" and with its own crew or by contract therefore, either by private or public bid.

As a part of the dedication process, DEVELOPER under supervision and direction of the Township Engineer, shall pressure test the sanitary sewer lines in accordance with Warrington Township standards and specifications. The cost thereof shall be paid by DEVELOPER with reports to be given to the Township Water and Sewer Department for its permanent record. All deficiencies exposed by the testing of the sanitary sewer lines must be repaired by DEVELOPER under the

supervision of the Township Engineer. All costs thereof, including retesting of lines, if necessary, shall be paid by DEVELOPER.

Prior to dedication of sanitary sewer lines, water mains, and other appurtenances, all shall be inspected by the Township Engineer and all deficiencies corrected prior to acceptance. All such work shall be completed prior to the final coat of paving of roads and acceptance of dedication by Township as aforementioned.

DEVELOPER, through its Engineer, shall keep accurate records of location, size and depth of all mains, valves, appurtenances and project service lines, and upon completion of the project, DEVELOPER shall forthwith provide TOWNSHIP with reproducible Mylar "as-built" drawings and two copies, field-checked and certified by the Engineer for DEVELOPER, showing the location, size and depth of the water and/or sewer systems. Such Mylar "as-built" drawings may be recorded in the Office of the Recorder of Deeds in and for the County of Bucks and filed with Township, said copies to be provided by DEVELOPER. All costs of preparation and recording of the foregoing and all costs of Engineers and Solicitor for TOWNSHIP relating thereto shall be paid by DEVELOPER.

7. In view of the existence of sensitive infrastructure in the locate of this Development, no blasting will be permitted in the construction of this Development.

8. DEVELOPER covenants and agrees that all work shall be performed in a good and workmanlike manner to the satisfaction of the Engineer for TOWNSHIP or TOWNSHIP, and ordinances, resolutions, PLAN and Exhibit "A" and the provisions herein set forth.

9. As the work in connection with said PLAN for PREMISES progresses, TOWNSHIP may authorize a reduction in the amount of the FINANCIAL SECURITY upon delivery of a certificate of completion to the Bonding Company signed by TOWNSHIP. The form of such certificate shall be substantially as follows:

CERTIFICATE OF COMPLETION

WARRINGTON TOWNSHIP

PENROSE WALK

Original Financial Security: \$ (Construction)
 \$ (Contingency)
 \$ (Total Fin. Sec.)

We the undersigned, hereby certify that the work provided for in a certain Agreement, between the Township of Warrington and Phillips Avenue Realty, L.P., dated the _____ day of _____, 2012, relative to the construction and installation of certain improvements in a development known as Penrose Walk Development has been completed to the extent of (\$ _____), and this Certificate authorizes the Bonding Company to reduce to the extent of (\$ _____) the Financial Security held by the Bonding Company, pursuant to the Agreement dated the _____ day of _____, 2012. It is agreed that the releases of said amount hereby authorized shall not be construed as acceptance of the work by said TOWNSHIP, nor shall this Certificate act or constitute any waiver by said TOWNSHIP, and said TOWNSHIP hereby reserves the right to reinspect the said work and to require the DEVELOPER referred to in said Agreement to correct any and all defects and deficiencies.

For the following work: See attached letter and invoice

Amount of this Reduction: \$ _____
Amount of Previous Reductions: \$ _____
Amount of Retainage: \$ _____
Amount of Available for
Reduction: \$ _____

TOWNSHIP ENGINEER
CARROLL ENGINEERING CORP.

DATE

WARRINGTON TOWNSHIP

DATE

However, any provisions herein contained to the contrary notwithstanding, the amount of the FINANCIAL SECURITY shall at no time be reduced to an amount less than the Engineer for TOWNSHIP's estimate of the amount necessary as of the date of signing the certificate of completion to complete the remainder of the work required by this Agreement and as shown on the PLAN, plus ten (10%) percent of the initial cost of construction , plus any annual increases pursuant to paragraph 4 hereof. Furthermore, the amount of the FINANCIAL SECURITY held by the Bonding Company shall not be reduced, nor shall any amounts be released without the express written authorization of TOWNSHIP.

10. To guarantee and insure the construction of certain improvements, to regulate sound construction practice, to insure compliance to all the codes and ordinances of TOWNSHIP, and to permit the issuance of building and occupancy permits conditioned thereupon, for and in consideration of the approval granted by the TOWNSHIP, the DEVELOPER covenants and agrees to the following:

- a. That prior to the start of any development activity at the approved site, all soil and erosion control measures required on the PLANS, and DEP permits, shall be installed and fully functional.
- b. That prior to the issuance of a building permit or permits, the DEVELOPER shall provide an adequate access way to the premises for use by fire and emergency vehicles. Such access way shall contain a minimum stabilized base consisting of nine inches (9") of ballast placed upon geotextile material with three inches (3") of 2(a) modified stone as a finished surface. These requirements may be increased by Warrington Township depending upon actual site conditions. Its width shall be no less than twenty feet, and parking along it is prohibited at all times. This access way shall have a minimum of 13.5' vertical clearance and shall be maintained daily. This requirement is intended to comply with Section 503, Fire Apparatus Access Roads of the 2003 International Fire Code, which shall govern.

- c. That the soil and erosion control measures shall be fully maintained and in proper working order at all times. The DEVELOPER agrees that if a failed section is located by either the Township Engineer or Zoning Officer, repairs shall be made within twenty four (24) hours, otherwise the Zoning Officer shall issue a stop, cease and desist order until the repairs are made.
- d. The DEVELOPER agrees to construct each lot according to the PLAN, and to insure that rough field grading conforms to the PLAN. Prior to the issuance of a building permit for a lot, the DEVELOPER agrees to submit a proposed survey plot plan for each lot, showing all construction detail and the on-lot grading plan. In addition, the DEVELOPER agrees that all rough grading in any given section or phase, shall be completed prior to the issuance of building permits. An "as built" survey, reviewed and approved by the Township Engineer, shall be submitted prior to the issuance of a temporary occupancy permit. A permanent Certificate of Occupancy shall not be issued until the Township Engineer and the Zoning Officer agree that construction and on-lot grading has been achieved in full compliance with the PLAN and the Township building code, zoning ordinance and subdivision and land development ordinance.
- e. The DEVELOPER shall bear the sole responsibility for on-lot code and ordinance compliance regardless of whether lots are sold to individual builders.
- f. The DEVELOPER agrees that at no time, will it or any contractors in its employ, or any vendors in its service, permit any burial of trash or construction debris or any portion of the site. Such an event shall constitute a breach of this Agreement.
- g. DEVELOPER will be responsible for the discarding of waste materials such as papers, cartons and the like (whether discarded by it or by other employed by it, or by others engaged in the delivery of the aforesaid materials and the construction of the building on the several lots within the aforesaid subdivision), and agrees to prevent the same

from being deposited, either by being thrown or blown upon any land adjacent to or within the vicinity of the development.

- h. The DEVELOPER agrees that no burning of trash or construction debris shall take place at the site by its staff, contractors or vendors. Such an event shall constitute a breach of this Agreement.
- i. The DEVELOPER agrees to institute at all times, proper and sufficient dust control measures including, but not limited to, on-site water hoses and water trucks to prevent dust blowing from the site. The Zoning Officer shall issue a stop, cease and desist order when dust-bowl-like conditions, or the accumulation of dust on adjoining private properties occurs, and construction shall not resume until dust control measures are instituted.
- j. The DEVELOPER agrees that a project superintendent shall be assigned to this development who, in addition to his regular duties as an employee of the DEVELOPER, shall have specific responsibility to meet the TOWNSHIP Building Inspector for each and every inspection to insure proper attention to the codes and inspection process. Said individual shall also be responsible for enforcing the code and ordinance related issues in this Agreement as specifically mentioned, and shall meet with the Zoning Officer on a bi-weekly basis, and as often as the case may warrant, for compliance inspection. This individual shall also be the emergency contact for the TOWNSHIP in the event of an emergency situation at the site after working hours. In the event such an individual is not so assigned or fails to perform in this capacity, a breach of this Agreement shall have occurred.
- k. Except for erosion control measures, the DEVELOPER agrees that the undeveloped open space on the site shall not be altered in any manner other than as shown on the

PLAN. No berm, pits or regarding shall be permitted. Such activity by the DEVELOPER shall constitute a breach of this Agreement.

- l. The DEVELOPER agrees that no on-site topsoil shall be removed from the site during any phase of the construction process without TOWNSHIP approval, which shall not be unreasonably withheld. Topsoil unearthed for the purpose of roadway construction or public improvements shall be redistributed on-site. The storage or bermig locations of topsoil shall first be approved by the TOWNSHIP and indicated on a site plan. In the even such is not the case, a breach of this contract shall have occurred.
- m. The DEVELOPER agrees to perform work on the PREMISES only between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday, and to perform no work on the PREMISES on Sunday. DEVELOPER agrees that violation of this subparagraph (m) shall result in a Five Hundred Dollar (\$500.00) per day fine for each day the violation occurs, payable to the TOWNSHIP immediately upon written demand therefore.
- n. DEVELOPER hereby agrees to notify all adjacent property owners and the TOWNSHIP in writing prior to undertaking any work within any easements set forth on the final plan. Such notice shall be given at least 48 hours prior to the commencement of any work within an easement.
- o. DEVELOPER shall install, at its sole cost and expense, antenna-style fire hydrant locators on all fire hydrants on the PREMISES. In addition, the DEVELOPER shall meet with the Township Superintendent of Public Works to establish the locations of approved traffic control posts and signs, including but not limited to, stop signs, speed limit signs and street name signs, which shall be acquired and installed by the DEVELOPER at the DEVELOPER's sole cost and expense prior to dedication.
- p. In the event that a breach of this Agreement does occur, or that the DEVELOPER violates any provisions of this contract, the TOWNSHIP has the right, upon five (5)

days written notice or immediately in the event of a safety risk, to stop the issuance of any and all additional building and occupancy permits and/or to revoke previously issued building permits for any lots in the development whether or not the lots have been transferred to other parties until such time as the deficiency or violation has been corrected to the satisfaction of the Township Engineer and/or the Code Enforcement Officer, as the case may warrant.

- q. Any attempt by the DEVELOPER to void, supersede or transfer any of the obligations created by this Agreement to the purchase of any lot created by this subdivision in any agreement of sale or warranty shall be null and void.

11. The DEVELOPER agrees that prior to the issuance of an occupancy permit, that the following improvements will be completed and in operation:

- a. curbs and sidewalks, if any, on the lot for which an occupancy permit is sought, and curbs and sidewalks on any other portion of the development if the installation of curbs and sidewalks on that portion of the development is reasonably necessary for the use or occupancy of the dwelling, if any, which said determination shall be within the sole discretion of the Zoning Officer;
- b. street improvements, if any, up to the binder course;
- c. installation of soil and erosion measures as required by the Department of Environmental Protection, and the Township Engineer;
- d. detention basins, if any;
- e. sanitary sewer facilities, public water facilities and storm drainage as required;
- f. on-lot grading and landscaping conforming to the PLAN; and
- g. the completion of all bike paths, bike lanes, jogging paths, recreation facilities, and all other similar public facilities shown on the PLAN which is the subject of this

Agreement, unless the TOWNSHIP shall agree that the completion of any of the public improvements would be more appropriately deferred at a later time.

12. The DEVELOPER agrees that the TOWNSHIP shall have the right, upon five (5) days written notice or immediately in the event of a safety risk, in the event of any breach of this Agreement, and/or ordinances, resolutions or specifications of the TOWNSHIP, to suspend all building permits until such time as any breach or violation is corrected.

13. In the event DEVELOPER fails to complete the work or repairs herein specified, with one (1) year of the date of this Agreement, or if in the opinion of the Engineer for TOWNSHIP, the DEVELOPER fails to timely or properly complete the construction improvements shown on PLAN which are necessary for the proper functioning of the improvements on the site or if the DEVELOPER fails to comply with the terms of this Agreement the ordinances, resolutions, rules or regulations of TOWNSHIP, then DEVELOPER shall be in default of this Agreement and DEVELOPER authorizes and empowers TOWNSHIP, its servants, agents or employees to enter upon the appropriate areas of the PREMISES and to complete the construction improvements referred to in this Agreement, Exhibit "A" and/or PLAN and does authorize TOWNSHIP to withdraw the entire proceeds of the FINANCIAL SECURITY pursuant to paragraph 4 hereof and to use said funds to complete the construction improvements assumed by DEVELOPER under this Agreement. Said collection may be made prior to the performance of any work by TOWNSHIP, and the collection shall be paid to TOWNSHIP without giving the notice to DEVELOPER, and DEVELOPER acknowledges that DEVELOPER has no right or standing to prevent or delay such collection by TOWNSHIP. TOWNSHIP agrees to maintain the funds collected from the FINANCIAL SECURITY in a separate account to complete the obligations set forth in this Agreement. Any amounts received by TOWNSHIP in excess of the costs actually incurred, including the costs of inspection, all engineer's and attorney's fees and all other costs actually incurred in the completion of the project, will be returned by TOWNSHIP to DEVELOPER upon the completion of all work. However, if the costs actually incurred by TOWNSHIP exceed the amount of money

received by TOWNSHIP from the Bond, because of additional work caused by DEVELOPER's breach or violation of Ordinances or an increase in prices, then DEVELOPER shall be liable to TOWNSHIP for said excess costs and will pay the same forthwith to TOWNSHIP upon demand.

FURTHER, IN THE EVENT DEVELOPER FAILS TO COMPLETE THE WORK REPAIRS HEREIN SPECIFIED, WITHIN ONE (1) YEAR OF THE DATE OF THIS AGREEMENT, IF IN THE OPINION OF THE ENGINEER FOR TOWNSHIP, DEVELOPER FAILS TO TIMELY OR PROPERLY COMPLETE THE CONSTRUCTION IMPROVEMENTS SHOWN ON PLAN, WHICH ARE NECESSARY FOR THE PROPER FUNCTIONING OF THE IMPROVEMENTS ON THE SITE, OR IF THE DEVELOPER FAILS TO COMPLY WITH THE TERMS OF THIS AGREEMENT OF THE ORDINANCES, RESOLUTIONS, RULES OR REGULATIONS OF TOWNSHIP, THEN DEVELOPER SHALL BE IN DEFAULT OF THIS AGREEMENT, AND DEVELOPER BY THESE PRESENTS, DOES HEREBY AUTHORIZE AND EMPOWER THE SOLICITOR OF THE TOWNSHIP OR ANY OTHER ATTORNEY, OR THE PROTHONOTARY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR DEVELOPER AND CONFESS JUDGMENT AGAINST DEVELOPER FOR A SUM TO BE DETERMINED IN ACCORDANCE WITH AN ASSESSMENT OF DAMAGES FILED, WHICH SUM SHALL BE THE AMOUNT THAT THE TOWNSHIP REQUIRES IN ORDER TO COMPLETE THE PUBLIC IMPROVEMENTS REFERRED TO IN THIS AGREEMENT, WITH COSTS OF SUIT AND RELEASE OF ERRORS, AND DEVELOPER DOES HEREBY WAIVE THE RIGHT OF INQUISITION ON ANY REAL ESTATE AND AUTHORIZES THE PROTHONOTARY TO ENTER ITS VOLUNTARY CONDEMNATION OF THE SAME AND AUTHORIZES THE SAME TO BE SOLD UPON A WRIT OF EXECUTION, PROVIDED, HOWEVER, THE DEVELOPER SHALL BE PROVIDED THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO THE FILING OF THE CONFESSION OF JUDGEMENT HEREUNDER, WHICH NOTICE SHALL SET FORTH

THE MANNER IN WHICH THE DEVELOPER HAS FAILED TO COMPLETE THE WORK IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND THE ORDINANCES, RESOLUTIONS, RULES OR REGULATIONS OF TOWNSHIP AND DURING WHICH PERIOD DEVELOPER SHALL HAVE THE OPPORTUNITY TO COMPLY WITH THE TERMS OF THIS AGREEMENT TO THE SATISFACTION OF TOWNSHIP. IF DEVELOPER DOES NOT CURE ANY AND ALL DEFAULTS WITHIN THE GRACE PERIOD, THEN JUDGEMENT MAY BE CONFESSED, AS PROVIDED HEREUNDER. DEVELOPER ALSO WAIVES THE BENEFIT OF LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BECOME IN FORCE, EXEMPTING REAL OR PERSONAL PROPERTY FROM LEVY AND SALE UPON EXECUTION.

DEVELOPER ACKNOWLEDGES THAT TOWNSHIP SPECIFICALLY AND NOT IN LIMITATION OF THE ABOVE SHALL HAVE THE RIGHT TO ENTER SAID JUDGMENT IN THE EVENT THAT DEVELOPER DEFAULTS IN THE COMPLETION OF THE IMPROVEMENTS OR FAILS TO COMPLETE THE SAME WITHIN THE TIME SPECIFIED IN THIS AGREEMENT; OR IF THERE ARE INSUFFICIENT FUNDS AVAILABLE TO COMPLETE THE IMPROVEMENTS OR IF FOR ANY REASON FUNDS ARE NOT PAID TO TOWNSHIP IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. A CONFORMED COPY OF THIS AGREEMENT, CERTIFIED BY THE SOLICITOR OF THE TOWNSHIP, SHALL BE SUFFICIENT WARRANT TO AUTHORIZE AND EMPOWER THE CONFESSION OF JUDGMENT AGAINST SAID DEVELOPER TO BE SUPPLEMENTED BY THE AFORESAID ASSESSMENT OF DAMAGES. THIS WARRANT TO CONFESS JUDGEMENT SHALL SPECIFICALLY INCLUDE AND BE BINDING UPON DEVELOPER AND DEVELOPER'S SUCCESSORS AND ASSIGNS AS DEVELOPERS OF THE PREMISES.

_____ (INITIALS)

14. Upon completion of all improvements herein referred to, to the satisfaction of TOWNSHIP, and compliance by DEVELOPER with all other provisions of this Agreement, and the

payment of all costs or expenses incurred by fees, plus five (5%) percent of the amount of said bills as aforesaid, DEVELOPER shall execute and offer to TOWNSHIP deeds of dedication or a bill of sale, if appropriate, in a form approved by the Solicitor for TOWNSHIP for all streets, and other improvements, if any, to be dedicated. All lands to be dedicated to TOWNSHIP shall be conveyed with good and marketable title and such as will be insured by a reputable title Insurance Company reasonably satisfactory to TOWNSHIP. Said title insurance shall be guarantee ownership of the lands dedicated to TOWNSHIP free and clear of all liens and encumbrances, except those created by virtue of final plan approval. TOWNSHIP'S title shall be protected from any action of mortgage foreclosure and from any execution or judicial sale at no cost or expense to TOWNSHIP. ALL costs in connection with dedication and acceptance of dedication are to be borne by DEVELOPER.

15. TOWNSHIP shall accept dedication and will release the balance of the FINANCIAL SECURITY being held by the TOWNSHIP upon:

- a. The completion of all improvements referred to in this Agreement which are dedicated for public use;
- b. The receipt of a satisfactory title insurance policy;
- c. The posting of financial security in the amount of fifteen (15%) percent of the actual cost of the improvements to be dedicated, with TOWNSHIP, pursuant to Paragraph 4 of this Agreement to guarantee the structural integrity of the improvements as well as the functioning of the improvements in accordance with the design and specifications as depicted on the PLAN of the work performed by DEVELOPER for a period of eighteen (18) months from acceptance of dedication of the improvements. All work required to secure the structural integrity of the improvements as well as the functions of the improvements in accordance with the design and specifications as depicted on the PLAN are to be commenced within fifteen (15) days from the time of notice from TOWNSHIP to do so, legal holidays and Sundays excepted (except in case of an

emergency requiring immediate action) and upon default, TOWNSHIP may make such repairs and do anything necessary to maintain such repairs and do anything necessary to maintain such construction and recover the expense and cost thereof, upon the submission of a bill or bills, as aforementioned, from the financial security.

TOWNSHIP may collect the financial security prior to TOWNSHIP's performance of the work based upon estimates received by TOWNSHIP from the Engineer for TOWNSHIP for the completion of the work. If the costs incurred by TOWNSHIP exceed the amount of money received by TOWNSHIP from the financial security, then DEVELOPER shall be liable to TOWNSHIP for said excess costs and will pay the same forthwith to TOWNSHIP. If DEVELOPER complies with all the terms and provisions of this Agreement, then TOWNSHIP shall, at the expiration of the eighteen (18) month guaranty period as required by this Agreement, release and terminate the financial security. However, in no event shall the financial security be terminated without the express written consent of TOWNSHIP.

16. DEVELOPER recognizes the TOWNSHIP will incur engineering and legal fees in the review and approval of PLAN, inspection of construction improvements, preparation of the within Agreement and the FINANCIAL SECURITY AGREEMENT and other engineering and legal services which may be required by TOWNSHIP. DEVELOPER hereby agrees to reimburse TOWNSHIP for all such reasonable and necessary engineering and legal fees and costs as paid by TOWNSHIP, including any fees and costs which may arise as a result of TOWNSHIP protecting TOWNSHIP'S interest due to any breach or alleged breach by DEVELOPER of the within Agreement.

DEVELOPER agrees that to the engineering and legal fees required to be paid to TOWNSHIP by DEVELOPER, there shall be added the sum of five (5%) percent thereof which the DEVELOPER shall pay to the TOWNSHIP for expenses of administration.

17. Prior to the issuance of the first use or building permit, the DEVELOPER agrees to post the sum of Fifteen Thousand Dollars (\$15,000.00) in cash with the TOWNSHIP, which the TOWNSHIP shall hold in an escrow account and utilize for the purpose of defraying any costs incurred by the TOWNSHIP for inspections, legal services and administrative expenses. When this fund has been reduced to Two Thousand Dollars (\$2,000.00), the DEVELOPER shall post additional funds up to Five Thousand Dollars (\$5,000.00) as may be required by the TOWNSHIP. Upon dedication of the public improvements, the DEVELOPER shall be provided with an itemized accounting of the monies expended, and shall be refunded any unused portion.

18. DEVELOPER agrees that such improvements as, but not limited to, street signs, traffic control signs and street posts shall be of a standard type approved by TOWNSHIP.

19. DEVELOPER agrees to maintain such barricades as are necessary during the course of construction of the improvements so as to give all reasonable protection to the traveling public and to maintain such warning lights or flares as are necessary for this purpose. DEVELOPER shall further maintain all streets and ways in the subdivision or land development in good and passable condition, including prompt snow removal, so as to afford property owners unimpeded right of passage. DEVELOPER agrees to indemnify TOWNSHIP in accordance with ordinances of TOWNSHIP and simultaneously with the execution of this Agreement to furnish TOWNSHIP a certificate indicating that DEVELOPER carries a liability insurance policy in an amount of \$2,000,000.00 and that TOWNSHIP is an "additional insured" on said policies.

20. It is expressly understood and agreed by the parties hereto, that DEVELOPER shall bear the sole responsibility for snow and ice removal from the roads, and cartways of the project until such time as dedication shall occur.

21. DEVELOPER agrees to maintain and keep mowed and in good repair the common open space and detention/retention basins, if any, whether or not they have been dedicated to a Homeowner's Association for so long as the improvements to be constructed hereunder and dedicated to

the TOWNSHIP remain undedicated. DEVELOPER agrees that in the event that the common open space and/or detention/ retention basins are not maintained, repaired or owed to the satisfaction of the TOWNSHIP, that DEVELOPER, after being given fourteen (14) days written notice to do so by TOWNSHIP, authorizes TOWNSHIP, its servants, agents or employees to perform the maintenance, repairs and/or mowing and authorizes the TOWNSHIP through its agents, servants or employees, to withdraw necessary sums of money from the FINANCIAL SECURITY provided under this AGREEMENT and to use said sums to complete DEVELOPER'S obligation to maintain, repair and/or mow the common space and/or detention/retention basins. Said withdrawal may be made prior to the TOWNSHIP's performance of any work.

22. It is expressly understood and agreed that TOWNSHIP does not hereby accept any responsibility for the maintenance of any streets, roads or other improvements; that TOWNSHIP does not hereby accept any streets or roads dedicated as part of the public road system of the TOWNSHIP, that the TOWNSHIP in no manner assumes any liability in connection with said improvements and does not render itself liable for any of the costs for work done or to be done in connection therewith or inspection thereof and shall exercise no control of any kind over said proposed streets and roads until such time as the TOWNSHIP shall officially and legally accept the streets and roads as part of the public road system of the TOWNSHIP. The DEVELOPER assumes full responsibility in connection with said improvements and the financial liability for all improvements of any kind whatsoever and costs thereof. The TOWNSHIP's sole interest in said improvements is the enforcement of the terms of this Agreement and of the laws, ordinances, regulations, rules and regulations under the authority of which this Agreement is executed.

23. DEVELOPER agrees to save, protect, defend, indemnify and forever hold harmless TOWNSHIP, TOWNSHIP's Engineer, and TOWNSHIP's Solicitor, and any and all of their officers, agents, servants, and employees from any and all liability, or claims of liability, arising out of, involving or in any way connected with the development involved herein, this Agreement, any companion

Agreement, or the development referred to herein, regardless of whether the liability or claim of liability against TOWNSHIP in any suit or action brought on account of such claim of liability or any verdict or judgment entered in any such suit or action on account of any liability or claim of liability of TOWNSHIP, be, or alleged to be, due to, or on account of, any negligence of TOWNSHIP, or TOWNSHIP's Engineer, or TOWNSHIP's Solicitor, or any and all of their officers, agents, servants, workmen, and employees.

24. The parties hereunto agree that the approved PLAN shall be deemed to have been revised and amended to have included thereon as a note this entire Agreement, as if all of said Agreement was endorsed on said approved PLAN, and said PLAN was recorded as so revised and amended.

25. DEVELOPER expressly warrants and represents to TOWNSHIP that in executing this Agreement, DEVELOPER has not relied upon any oral statements made to the DEVELOPER or any officer, agent, servant, workman or employee of the undersigned by TOWNSHIP, TOWNSHIP's Engineer, TOWNSHIP's Solicitor, or the officers, agents, servants, workmen, or employees of any of them and that the work to be performed by the DEVELOPER will not be done in reliance upon any oral statement, advice, or instruction by TOWNSHIP, TOWNSHIP's Engineer, TOWNSHIP's Solicitor, or the officers, agents, servants, workmen, or employees of any of them to the DEVELOPER or any officer, agent, servant, workman, or employee of the DEVELOPER and that all work on the development shall be performed strictly in accordance with the PLAN, the APPROVED SPECIFICATIONS and each and every part of this Agreement without any oral modifications or change of said PLAN, APPROVED SPECIFICATIONS, or any part of this Agreement by any claim of trade, customer, or practice of DEVELOPER.

26. DEVELOPER shall not assign the whole, or any part of this Agreement with TOWNSHIP relative to the development to any person without the prior written consent of

TOWNSHIP. Any attempt at assignment without the prior written consent of TOWNSHIP shall be null and void and not binding on TOWNSHIP.

27. DEVELOPER agrees that upon the completion of all improvements contemplated by PLAN and this Agreement, DEVELOPER will provide TOWNSHIP with at least three (3) copies of final "as-built" plans of the development.

28. No third-party beneficiaries are created by this Agreement. This Agreement shall not be subject or liable to attachment or levy by any creditor of the DEVELOPER or any general contractor, subcontractor or materialman or any of their creditors.


29. DEVELOPER and TOWNSHIP agree that this Agreement shall be binding upon the DEVELOPER and TOWNSHIP and their successors and assigns and shall be construed under the laws of Commonwealth of Pennsylvania.

30. This Agreement contains the entire agreement of the parties and may not be amended except by an agreement reduced to writing and signed by TOWNSHIP and DEVELOPER, oral amendments being of no force and effect.

IN WITNESS WHEREOF, TOWNSHIP and DEVELOPER have hereunto set their hands and seals the day and year first above written, intending to be legally bound hereby.

BOARD OF SUPERVISORS OF WARRINGTON TOWNSHIP

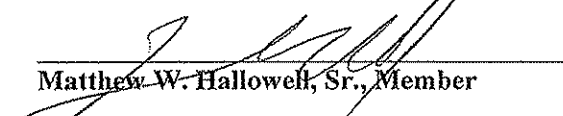
ATTEST:


Timothy J. Tieperman
Township Manager


Gerald B. Anderson, Chairperson


John R. Paul, Vice Chairman

Absent
Marianne Achenbach, Secretary-Treasurer


Matthew W. Hallowell, Sr., Member



Shirley A. Yanich, Member

AND

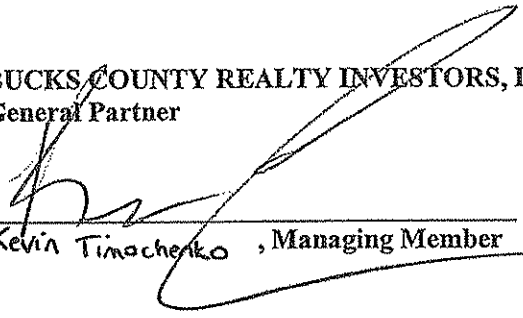
ATTEST:

PHILLIPS AVE REALTY, L.P

BUCKS COUNTY REALTY INVESTORS, LLC.,
General Partner

Secretary

By:



Kevin Timachenko, Managing Member



Carroll Engineering Corporation

May 16, 2012

William H.R. Casey, Esquire
99 East Court Street
Doylestown PA 18901

Dear Mr. Casey:

Subject: Penrose Walk – Cost Estimate

Attached is the cost estimate for Penrose Walk, prepared by the applicant's engineer and reviewed by our office. Slight adjustments were made. Please include this tabulation as an exhibit to the Developer's Agreement as the sitework escrow.

Should you have any questions or require additional information, please contact this office.

Very truly yours,

CARROLL ENGINEERING CORPORATION

Richard A. Wieland, P.E.

RAW:cam

Enclosure

cc: Timothy J. Tieperman, Township Manager, Warrington Township
Roy Rieder, P.E., Director of Planning Development Warrington Township
K. Frederick Achenbach Jr., Manager, Warrington Township
Sam Costanzo, P.E., Van Cleef Engineering Associates
Sunrise Court Associates, LP
Kenneth R. Yerger Jr., P.E., P.L.S., CEC
Martin Kepner, P.E., CEC

Today's Commitment to Tomorrow's Challenges

Corporate Office:
949 Easton Road
Warrington, PA 18976
215.343.5700

630 Freedom Business Center
Third Floor
King of Prussia, PA 19406
610.489.5100

101 Lindenwood Drive
Suite 225
Malvern, PA 19355
484.875.3075

105 Raider Boulevard
Suite 206
Hillsborough, NJ 08844
908.874.7500

ESCROW STATUS REPORT

CARROLL ENGINEERING CORPORATION
TOWNSHIP ENGINEERS

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Pentrose Walk
PROJECT NO: 10-6267-00
PROJECT OWNER: [REDACTED]
MUNICIPALITY: Warrington Township
ESCROW AGENT: [REDACTED]
TYPE OF SECURITY: [REDACTED]
AGREEMENT DATE: [REDACTED]

AMOUNT OF CURRENT ESCROW RELEASE: \$1,680,078.88
AMOUNT OF PREVIOUS ESCROW RELEASES: \$152,734.43
TOTAL ESCROW RELEASED TO DATE: \$1,832,813.31
TOTAL ESCROW REMAINING: \$1,680,078.88
TOTAL RETAINAGE ESCROW: \$152,734.43
TOTAL ESCROW AVAILABLE FOR RELEASE: \$1,527,344.25

TOTAL CONSTRUCTION: \$1,527,344.25
TOTAL RETAINAGE: \$152,734.43
TOTAL ESCROW POSTED: \$1,680,078.88
RELEASE NO.:
RELEASE DATE:

ESCROW TABULATION

DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ #	
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT		
A. CLEARING & DEMOLITION												
1. Clear Site Complete	LS	1	\$42,175.00	\$42,175.00								
2. Demolition Complete	LS	1	\$17,563.00	\$17,563.00								
Subtotal				\$59,738.00								
B. EROSION CONTROL												
3. Construction Entrance	EA	3	\$3,150.00	\$3,150.00								
4. Maintenance of Soil Erosion	LS	1	\$4,060.00	\$4,060.00								
5. Orange Safety Fence (Tree Protection)	LF	3,114	\$1.40	\$4,359.60								
6. 18" Silt Fence @ Topsoil Stockpiles	LF	1,319	\$4.00	\$5,276.00								
7. Super Silt Fence	LF	4,025	\$4.73	\$19,038.25								
8. Rock Filter @ Seed Traps	EA	2	\$350.00	\$700.00								
9. Inlet Protection (Silt Sack)	EA	15	\$87.50	\$1,312.50								
10. Flip-Rap Apron	SF	1,226	\$2.88	\$3,553.48								
11. Temp. Seed Topsoil Stockpiles	SF	31,000	\$0.03	\$930.00								
Subtotal				\$42,479.83								
C. SEDIMENT BASIN 1												
12. Basin Curb	CY	4,532	\$1.75	\$7,931.00								
13. Key Way	CY	333	\$2.10	\$699.30								
14. Baffle (Super Silt Fence)	LF	300	\$4.90	\$1,470.00								
15. Temp Trash Rack @ Outlet Structure	EA	1	\$25.00	\$25.00								
16. Outlet Structure w/Office Plate & Trash	EA	1	\$4,550.00	\$4,550.00								
17. 24" Twin RCP O-Ring	LF	80	\$28.70	\$2,296.00								
18. 24" Twin EW	EA	1	\$2,467.50	\$2,467.50								
19. 36" EW	EA	1	\$1,872.50	\$1,872.50								
20. 4" Faircloth Skimmer	EA	1	\$1,820.00	\$1,820.00								
21. 24" Twin Anti-Sleep Collar	EA	2	\$2,100.00	\$4,200.00								
22. Erosion Control Matting - P300 @ Spillw.	SF	3,500	\$0.42	\$1,470.00								
23. Erosion Control Matting - S75 @ Berms	SF	12,000	\$0.14	\$1,680.00								
24. Subgrade Basin	SF	62,235	\$0.07	\$4,356.45								
25. Replace Topsoil @ 6"	CY	1,185	\$2.10	\$2,488.50								
26. Permanent Rake, Seed, & Mulch	SF	62,235	\$0.05	\$3,111.75								
27. Desilt and Restore Basin	LS	1	\$15,260.00	\$15,260.00								
Subtotal				\$56,198.00								
D. SEDIMENT BASIN 2												
28. Basin Curb	CY	992	\$1.75	\$1,736.00								
29. Temp Trash Rack @ Outlet Structure	EA	1	\$25.00	\$25.00								
30. Outlet Structure w/Office Plate & Trash	EA	1	\$3,500.00	\$3,500.00								
31. 18" RCP	LF	19	\$30.63	\$581.97								

ESCROW STATUS REPORT

**CARROLL ENGINEERING CORPORATION
TOWNSHIP ENGINEERS**

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Pentrose Walk
 PROJECT NO: 10-6267.00
 PROJECT OWNER: Warrington Township
 MUNICIPALITY: Warrington Township
 ESCROW AGENT: [REDACTED]
 TYPE OF SECURITY: [REDACTED]
 AGREEMENT DATE: [REDACTED]

AMOUNT OF CURRENT ESCROW RELEASE: \$1,660,078.68
 AMOUNT OF PREVIOUS ESCROW RELEASES: \$152,734.43
 TOTAL ESCROW RELEASED TO DATE: \$1,812,813.11

TOTAL CONSTRUCTION \$1,527,944.25
 TOTAL RETAINAGE \$152,734.43
 TOTAL ESCROW POSTED \$1,680,678.68

TOTAL ESCROW REMAINING: \$1,660,078.68
 TOTAL RETAINAGE ESCROW: \$152,734.43
 TOTAL ESCROW AVAILABLE FOR RELEASE: \$1,507,344.25

RELEASE NO.:
 RELEASE DATE:

ESCROW TABULATION

DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ #
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	
32. 18" EW	EA	1	\$1,242.50	\$1,242.50							
33. 18" Anil Seep Collar	EA	1	\$1,050.00	\$1,050.00							
34. 4" Per HDPE	LF	15	\$282.50	\$4,237.50							
35. Subgrade Basin	SF	17,175	\$0.07	\$1,202.25							
36. Erosion Control Matting - SO-150	SF	700	\$0.28	\$196.00							
37. Erosion Control Matting - S75	SF	4,400	\$0.14	\$616.00							
38. Replace Topsoil @ 5"	CY	318	\$2.10	\$667.80							
39. Permanent Rake, Seed, & Mulch	SF	17,175	\$0.05	\$858.75							
40. Desilt and Restore Basin	LS	1	\$4,550.00	\$4,550.00							
Subtotal				\$16,988.77							
E. MASS EARTHWORK											
41. Strip Topsoil @ 12"	CY	14,136	\$1.75	\$24,741.50							
42. Site Cuts	CY	14,368	\$1.75	\$25,179.00							
43. Subgrade Roads	SY	7,733	\$0.63	\$4,871.79							
Subtotal				\$54,792.29							
F. SANITARY SEWER											
44. 8" PVC SDR-35 (0'-8") Depth	LF	200	\$17.15	\$3,430.00							
45. 8" PVC SDR-35 (8'-12") Depth	LF	1,967	\$21.70	\$42,683.90							
46. 8"X4" PVC SDR-35 Wye	EA	48	\$59.50	\$2,856.00							
47. 4" PVC SDR-35 Laterals	LF	1,284	\$15.05	\$19,324.20							
48. 4" PVC SDR-35 Cleanout Assembly	EA	48	\$198.50	\$9,576.00							
49. 48" Standard Manhole w/Frame and Cov	EA	9	\$1,610.00	\$14,490.00							
50. Extra Vertical MH Footage	VF	40	\$101.50	\$4,060.00							
51. Deep House Connections	VF	90	\$94.50	\$8,505.00							
52. Low Pressure Testing	LF	3,451	\$0.70	\$2,415.70							
53. Vacuum Test/Manhole	EA	9	\$140.00	\$1,260.00							
54. Flush & TV Main	LF	2,167	\$1.75	\$3,792.25							
Subtotal				\$112,393.05							
G. STORM DRAINAGE											
55. 18" HDPE Pipe 0-6'	LF	2,560	\$20.30	\$51,968.00							
56. 18" HDPE Pipe 6-8'	LF	259	\$22.05	\$5,710.95							
57. 24" HDPE Pipe 0-6'	LF	409	\$26.78	\$10,953.02							
58. 36" HDPE Pipe 0-6'	LF	48	\$38.73	\$1,846.77							
59. 36" HDPE Pipe 6-8'	LF	50	\$44.45	\$2,222.50							
60. 19"X30"ERCP	LF	156	\$55.48	\$8,654.88							
61. Inlet Type 'C'	EA	27	\$1,750.00	\$47,250.00							
62. Inlet Type 'C' Modified	EA	1	\$1,925.00	\$1,925.00							
63. Inlet Type 'M'	EA	13	\$1519.00	\$20,950.00							

ESCROW STATUS REPORT

CARROLL ENGINEERING CORPORATION
TOWNSHIP ENGINEERS

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Penrose Walk
 PROJECT NO: 10-0257.00
 PROJECT OWNER: Warrington Township
 MUNICIPALITY: Warrington Township
 ESCROW AGENT: Warrington Township
 TYPE OF SECURITY: Warrington Township
 AGREEMENT DATE: Warrington Township

AMOUNT OF CURRENT ESCROW RELEASE: \$1,527,344.25
 AMOUNT OF PREVIOUS ESCROW RELEASES: \$152,734.43
 TOTAL ESCROW RELEASED TO DATE: \$1,680,078.68

TOTAL CONSTRUCTION \$1,527,344.25
 TOTAL RETAINAGE \$152,734.43
 TOTAL ESCROW POSTED \$1,680,078.68

TOTAL ESCROW REMAINING:
 TOTAL RETAINAGE ESCROW:
 TOTAL ESCROW AVAILABLE FOR RELEASE:

ESCROW TABULATION

DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ #	
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT		QUANTITY
64. 48" Storm Manhole C-8	EA	1	\$1,470.00	\$1,470.00								
65. Inlet Extra Vertical Footage	VF	14	\$115.50	\$1,617.00								
66. 18" Flared End Section	EA	2	\$750.00	\$1,500.00								
67. 36" Endwall	EA	1	\$1,872.00	\$1,872.00								
68. 18" EW	EA	2	\$1,242.50	\$2,485.00								
69. 19"x30" EW	EA	1	\$1,750.00	\$1,750.00								
Subtotal				\$162,255.12								
H. WATER SYSTEM												
70. Asphalt Removal & Temp Restoration	EA	4	\$1,050.00	\$4,200.00								
71. 8"x8" Wet Tap	EA	4	\$5,250.00	\$21,000.00								
72. 8" DIP CL 52	LF	2,344	\$31.50	\$73,836.00								
73. 8"x8" MJ Tee	EA	1	\$462.00	\$462.00								
74. Fire Hydrant Assembly	EA	6	\$3,080.00	\$18,480.00								
75. 8" Gate Valve w/Valve Box	EA	3	\$890.50	\$2,671.50								
76. 1" Copper Service	EA	48	\$946.00	\$45,360.00								
77. Thrust Block	EA	2	\$136.50	\$273.00								
78. Testing	LF	2,344	\$0.88	\$2,062.72								
79. Bends (Fittings)	EA	2	\$300.00	\$600.00								
Subtotal				\$168,825.22								
I. LOT 48 WATER & SEWER												
80. Asphalt Removal & Temp Restoration	LS	1	\$875.00	\$875.00								
81. Manhole Tie-in	EA	1	\$875.00	\$875.00								
82. 1.5" Low Pressure San. Force Main	LF	335	\$25.00	\$8,375.00								
83. 1.5" Valve and Valve Box	EA	2	\$150.00	\$300.00								
84. 1.5" End Cap	EA	2	\$50.00	\$100.00								
85. Grinder Pump Connection Pit	EA	1	\$500.00	\$500.00								
86. 8" DIP CL 52 Waterline	EA	380	\$31.50	\$12,285.00								
87. 12" Gate Valve w/Valve Box	EA	1	\$950.00	\$950.00								
88. 12"x8" Reducer	EA	1	\$395.00	\$395.00								
89. 8"-45" Bend	EA	2	\$300.00	\$600.00								
90. 8" End Cap	EA	1	\$150.00	\$150.00								
91. Fire Hydrant Assembly	EA	1	\$3,080.00	\$3,080.00								
92. Thrust Block	EA	2	\$136.50	\$273.00								
93. 1" Copper Service	EA	1	\$845.00	\$845.00								
94. Grass Restoration Only	EA	1	\$805.00	\$805.00								
Subtotal	LS			\$30,508.00								

ESCROW STATUS REPORT

**CARROLL ENGINEERING CORPORATION
TOWNSHIP ENGINEERS**

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Penrose Walk
PROJECT NO: 10-6267.00
PROJECT OWNER:

MUNICIPALITY: Warrington Township
ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

AMOUNT OF CURRENT ESCROW RELEASE:
AMOUNT OF PREVIOUS ESCROW RELEASES:
TOTAL ESCROW RELEASED TO DATE:
\$1,880,078.68
\$152,734.43
\$1,527,344.25

TOTAL CONSTRUCTION \$1,527,344.25
TOTAL RETAINAGE \$152,734.43
TOTAL ESCROW POSTED \$1,880,078.68

TOTAL ESCROW REMAINING:
TOTAL RETAINAGE ESCROW:
TOTAL ESCROW AVAILABLE FOR RELEASE:
RELEASE NO.:
RELEASE DATE:

ESCROW TABULATION

DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ. #	QUANTITY
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT		
J. CONCRETE WORK												
93. 12" Belgian Block	LF	4,582	\$10.85	\$49,714.70								
94. Seal Curb	LF	4,582	\$0.46	\$2,107.72								
95. Sidewalk	SF	17,395	\$3.50	\$60,882.50								
96. Conc. Driveway Aprons	SF	8,640	\$5.50	\$47,520.00								
97. Con. Handicap Ramps	EA	11	\$6,000.00	\$6,600.00								
Subtotal				\$166,824.92								
K. BASE PAVING INTERIOR AC INDEX \$593.00												
98. Fine Grade	SY	7,733	\$0.53	\$4,098.49								
99. 3" Subbase (Crushed Concrete)	SY	7,733	\$2.28	\$17,708.57								
100. 8" C.A.B.C.	SY	7,733	\$8.00	\$61,864.00								
101. 1-1/2" ID-2 Blender	SY	7,733	\$6.50	\$50,264.50								
102. Sweep & Tack	SY	7,733	\$0.53	\$4,098.49								
103. 1" ID-2A Surface Course	SY	7,733	\$5.50	\$42,531.50								
104. Winterize Manholes & Inlets	EA	41	\$3,887.50	\$3,887.50								
105. Winterize Valve Boxes	EA	6	\$35.00	\$210.00								
Subtotal				\$184,363.05								
L. PHILLIPS AVENUE												
106. Base Repair - Budget	SY	866	\$36.40	\$31,522.40								
107. Prepare for Paving	LS	1	\$5,600.00	\$5,600.00								
108. Sweep and Tack	SY	4,686	\$0.53	\$2,472.98								
109. 1.5" Leveling Course	SY	4,686	\$6.50	\$30,523.00								
110. 1.5" Wearing Course	SY	4,686	\$7.00	\$32,802.00								
111. Seal Curb	LF	3,230	\$0.46	\$1,485.80								
Subtotal				\$104,072.18								
M. BRADFORD AVENUE SANITARY SEWER												
112. Traffic Control - Flaggers Only	LS	1	\$1,750.00	\$1,750.00								
113. Bypass Sewer Pumping	LS	1	\$1,470.00	\$1,470.00								
114. 8" Kor N Seal Boot at Exist Manhole	EA	1	\$1,225.00	\$1,225.00								
115. 8" PVC SDR-35, 6-12' Deep	LF	630	\$31.08	\$19,580.40								
116. 48" Standard Manhole w/Frame and Cov	EA	3	\$2,254.00	\$6,762.00								
117. Low Pressure Testing	LF	630	\$882.00	\$554,760.00								
118. Vacuum Test Manhole	EA	3	\$175.00	\$525.00								
119. Flush & TV Main	LF	630	\$1.75	\$1,102.50								
Subtotal				\$33,296.90								

ESCROW STATUS REPORT

CARROLL ENGINEERING CORPORATION
TOWNSHIP ENGINEERS

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Pentrose Walk
 PROJECT NO: 10-6267.00
 PROJECT OWNER: [REDACTED]
 MUNICIPALITY: Warrington Township
 ESCROW AGENT: [REDACTED]
 TYPE OF SECURITY: [REDACTED]
 AGREEMENT DATE: [REDACTED]

AMOUNT OF CURRENT ESCROW RELEASE: \$1,680,078.68
 AMOUNT OF PREVIOUS ESCROW RELEASES: \$152,734.43
 TOTAL ESCROW RELEASED TO DATE: \$1,832,813.11

TOTAL CONSTRUCTION \$1,527,944.25
 TOTAL RETAINAGE \$152,734.43
 TOTAL ESCROW POSTED \$1,680,078.68

TOTAL ESCROW REMAINING: \$152,734.43
 TOTAL RETAINAGE ESCROW: \$152,734.43
 TOTAL ESCROW AVAILABLE FOR RELEASE: \$0.00

RELEASE NO.:
 RELEASE DATE:

ESCROW TABULATION

DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REC #	
					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT		
N. BRADFORD AVENUE STORM DRAINAGE												
120. Traffic Control - Flaggers Only	LS	1	\$1,400.00	\$1,400.00								
121. Tie-In to Existing Inlet	EA	1	\$525.00	\$525.00								
122. Inlet Protection (Silt Sack)	EA	6	\$87.50	\$525.00								
123. 18" HDPE Pipe 0-8'	LF	740	\$24.85	\$18,389.00								
124. 24" HDPE Pipe 0-8'	LF	71	\$30.28	\$2,149.88								
125. Inlet Type "C"	EA	3	\$1,680.00	\$5,040.00								
126. Inlet Type "C" Modified	EA	1	\$1,855.00	\$1,855.00								
127. Inlet Type "M"	EA	1	\$1,540.00	\$1,540.00								
Subtotal				\$31,423.88								
O. BRADFORD AVENUE TRENCH REPAIR												
128. Saw cut Pavement	LF	1,430	\$2.80	\$4,004.00								
129. Full Depth Trench Backfill	CY	1,000	\$19.36	\$19,360.00								
130. 5' 6" BCBC	SY	795	\$11.00	\$8,745.00								
131. 2" Binder	SY	795	\$8.00	\$6,360.00								
132. Haul Trench Spoils to Onsite Stockpile	CY	1,000	\$1.75	\$1,750.00								
Subtotal				\$40,219.00								
P. BRADFORD AVENUE ROAD WIDENING (A.C. INDEX \$893.00)												
133. Traffic Control - Flaggers Only	LS	1	\$1,400.00	\$1,400.00								
134. Saw cut Roadway	LF	800	\$2.80	\$2,240.00								
135. Excavation	CY	100	\$15.40	\$1,540.00								
136. Grads & Compact	SY	267	\$1.40	\$373.80								
137. 9"x18" Vertical Concrete Curb	LF	805	\$11.90	\$9,579.50								
138. Seal Curb	LF	805	\$0.46	\$370.30								
139. 3" Subbase (Crushed Concrete)	SY	267	\$34.50	\$9,211.50								
140. 8" 2A Stone	SY	267	\$8.00	\$2,136.00								
141. 1-1/2" ID-2 Binder	SY	267	\$7.50	\$2,002.50								
142. Mill Existing Roadway - 1" Thick	SY	1,956	\$2.80	\$5,476.80								
143. Sweep & Tack	SY	1,956	\$0.46	\$899.76								
144. 1" ID-2A Surface Course	SY	1,956	\$6.50	\$12,714.00								
145. Pavement Markings	LS	1	\$1,285.00	\$1,285.00								
146. Return Topsoil R.C.W. @ 6"	LS	1	\$875.00	\$875.00								
147. Grads & Seed	LS	1	\$350.00	\$350.00								
Subtotal				\$42,187.16								

ESCROW STATUS REPORT

Penrose Walk
10-6267.00

Warrington Township

PROJECT NAME:
PROJECT NO:
PROJECT OWNER:

MUNICIPALITY:
ESCROW AGENT:
TYPE OF SECURITY:
AGREEMENT DATE:

AMOUNT OF CURRENT ESCROW RELEASE:
AMOUNT OF PREVIOUS ESCROW RELEASES:
TOTAL ESCROW RELEASED TO DATE:
TOTAL ESCROW REMAINING:
TOTAL RETAINAGE ESCROW:
TOTAL ESCROW AVAILABLE FOR RELEASE:

SUMMARY OF ESCROW ACCOUNT
TOTAL CONSTRUCTION \$1,527,344.25
TOTAL RETAINAGE \$152,784.43
TOTAL ESCROW POSTED \$1,680,078.68
RELEASE NO.:
RELEASE DATE:

AMOUNT OF CURRENT ESCROW RELEASE:
AMOUNT OF PREVIOUS ESCROW RELEASES:
TOTAL ESCROW RELEASED TO DATE:
TOTAL ESCROW REMAINING:
TOTAL RETAINAGE ESCROW:
TOTAL ESCROW AVAILABLE FOR RELEASE:

AMOUNT OF CURRENT ESCROW RELEASE:
AMOUNT OF PREVIOUS ESCROW RELEASES:
TOTAL ESCROW RELEASED TO DATE:
TOTAL ESCROW REMAINING:
TOTAL RETAINAGE ESCROW:
TOTAL ESCROW AVAILABLE FOR RELEASE:

AMOUNT OF CURRENT ESCROW RELEASE:
AMOUNT OF PREVIOUS ESCROW RELEASES:
TOTAL ESCROW RELEASED TO DATE:
TOTAL ESCROW REMAINING:
TOTAL RETAINAGE ESCROW:
TOTAL ESCROW AVAILABLE FOR RELEASE:

ESCROW TABULATION		CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ #	
DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
Q. LANDSCAPING									
148 Shadblow Serviceberry 8'-10' Ht.	EA	27	\$255.00	\$6,885.00				\$6,885.00	
149 Sugar Maple 2.5"-3" Cal.	EA	11	\$280.00	\$3,080.00				\$3,080.00	
150 River Birch 8'-10' Ht.	EA	22	\$225.00	\$4,950.00				\$4,950.00	
151 Eastern Redbud 2.5"-3" Cal.	EA	2	\$230.00	\$460.00				\$460.00	
152 Flowering Dogwood 8'-10' Ht.	EA	3	\$225.00	\$675.00				\$675.00	
153 Eastern Red Cedar 8'-10' Ht.	EA	100	\$225.00	\$22,500.00				\$22,500.00	
154 Thornless Honeylocust 2.5"-3" Cal.	EA	18	\$280.00	\$5,040.00				\$5,040.00	
155 Sweetgum (Fruitless) 2.5"-3" Cal.	EA	22	\$280.00	\$6,160.00				\$6,160.00	
156 American Holly 8'-10' Ht.	EA	71	\$350.00	\$24,850.00				\$24,850.00	
157 American Sycamore 2.5"-3" Cal.	EA	19	\$300.00	\$5,700.00				\$5,700.00	
158 Willow Oak 2.5"-3" Cal.	EA	20	\$280.00	\$5,600.00				\$5,600.00	
159 Swamp White Oak 2.5"-3" Cal.	EA	20	\$280.00	\$5,600.00				\$5,600.00	
160 American Basswood 2.5"-3" Cal.	EA	23	\$280.00	\$6,440.00				\$6,440.00	
161 Hino-Crimson Azalea 3'-4' Ht.	EA	33	\$45.00	\$1,485.00				\$1,485.00	
162 Summersweet 3'-4' Ht.	EA	10	\$44.00	\$440.00				\$440.00	
163 Redosier Dogwood 3'-4' Ht.	EA	5	\$44.00	\$220.00				\$220.00	
164 Compact Japanese Holly 3'-4' Ht.	EA	31	\$1,395.00	\$43,145.00				\$43,145.00	
165 Inkberry 3'-4' Ht.	EA	12	\$828.00	\$9,936.00				\$9,936.00	
166 Pfizer Juniper 3'-4' Ht.	EA	45	\$45.00	\$2,025.00				\$2,025.00	
167 Spicebush 3'-4' Ht.	EA	10	\$44.00	\$440.00				\$440.00	
168 Arrowwood/Viburnum 3'-4' Ht.	EA	20	\$53.00	\$1,060.00				\$1,060.00	
169 Basin Aquatic Plugs	EA	3,060	\$1.25	\$3,825.00				\$3,825.00	
170 Basin Permanent Grass Seeding	SF	25,111	\$0.08	\$2,008.88				\$2,008.88	
Subtotal				\$114,926.88				\$114,926.88	
R. MISCELLANEOUS									
171 Mobilization	LS	1	\$2,450.00	\$2,450.00				\$2,450.00	
172 Street Lights	EA	16	\$2,000.00	\$32,000.00				\$32,000.00	
173 Open Space Markers	EA	21	\$200.00	\$4,200.00				\$4,200.00	
174 Traffic Signs	EA	10	\$150.00	\$1,500.00				\$1,500.00	
175 Construction Stakeout	LS	1	\$26,978.50	\$26,978.50				\$26,978.50	
176 Monuments and Pins	LS	1	\$29,620.00	\$29,620.00				\$29,620.00	
177 As-Built Plans	LS	1	\$9,103.50	\$9,103.50				\$9,103.50	
Subtotal				\$105,852.00				\$105,852.00	
TOTAL PROJECT				\$1,527,344.25				\$1,527,344.25	

ATTACHMENT B



RESOLUTION 2012-R- 25

PRELIMINARY PLAN APPROVAL

WARRINGTON GLEN

WHEREAS, The Cutler Group, Inc. (hereinafter the "Applicant") has submitted preliminary plans to subdivide an 89.46 acre parcel located on the northern side of Street Road, east of Folly Road in the RA Residential Agricultural District, into 116 single family detached dwelling lots as a Subdivision with Transferable Development Rights (TDR's) Plan. An existing single family detached dwelling will remain on Lot 76 and approximately 20.8 acres of open space will be provided. Public water and sewer will serve the lots; and

WHEREAS, the submission includes:

- A. Preliminary Plans of Subdivision, as prepared by Stout, Tacconelli & Associates, Inc., consisting of sixty-eight (68) sheets dated October 27, 2006 and last revised May 3, 2012.
- B. Post-Construction Stormwater Management & Erosion and Sediment Control Report, as prepared by Stout, Tacconelli & Associates, Inc., dated December 2006 and last revised January 16, 2012.
- C. Transportation Impact Study and various supplements, prepared by Pennoni Associates, last revised November 2008.

NOW THEREFORE, be it and it is hereby Resolved by the Board of Supervisors of Warrington Township, Bucks County, Pennsylvania, that the Plans are hereby approved as Preliminary Plans, subject to the following conditions with which the Applicant agrees:

1. Prior to the signing of the final plan and it being recorded, Applicant shall comply with the requirements of the review letter from Carroll Engineering Corporation, dated March 19, 2012, a copy of which is incorporated herein as Exhibit "A".
2. The Board of Supervisors hereby grants the following waivers from the Warrington

Township Land and Subdivision Ordinance:

- a. From Section 302.10 and 312.3 to allow the installation of Belgian Block Curbing in lieu of concrete curbing for all interior roads outside of the PennDOT right-of-way.
 - b. From Section 303.5 requiring street trees be provided along existing and proposed streets except a wooded portion of Street Road near the eastern property corner.
 - c. From Section 307.2 to permit cul-de-sac Road "E" to be longer than the allowable 500 feet in length.
 - d. From Section 316.5 to permit some side lot lines to have angle points rather than be radial or at right angles to street lines.
 - e. From Section 318.2.E to permit grading in certain isolated areas to be closer than five (5) feet from property lines.
 - f. From Section 319.2.C. (9) to permit less than the minimum three (3) feet of cover over storm sewer piping.
 - g. From Section 319.2.D. (8) to permit basin depths of greater than the maximum allowable five (5) feet.
 - h. From Section 319.2.D. (12) to permit basin embankment slopes to be graded at 3:1 rather than the required 5:1 slope.
 - i. From Section 319.2.D. (14) to permit basin bottom slopes to be constructed at one (1%) percent rather than the two (2%) percent.
3. Prior to the signing of the final plans and their being recorded, Applicant shall document all approvals, permits, certificates and the like necessary to complete the Project, and to make all required submittals to any State and Federal agencies that issue such approvals, permits, certificates and the like relate to the Project.
 4. Prior to the recordation of the final plans, all necessary documents shall have been prepared and executed by the appropriate parties as are referenced in the engineer's letter and Applicant agrees to execute a development agreement with escrow as determined by the Township engineer, to provide financial security for the installation of necessary improvements.
 5. The Township is in receipt of a review letter from the Bucks County Planning Commission, dated 3/13/12 and Warrington Twp Planning Commission dated 6/11/12.
 6. The Applicant shall prepare residential disclosure statements in a form satisfactory to the

Township solicitor to be given to prospective buyers prior to the execution of an agreement of sale for any residence.


RESOLVED, this 12th day of June, 2012.

BOARD OF SUPERVISORS OF WARRINGTON TOWNSHIP

ATTEST:


Timothy J. Heperman
Township Manager


Gerald B. Anderson, Chairperson


John R. Paul, Vice Chairman

Absent
Marianne Achenbach, Secretary-Treasurer


Matthew W. Hallowell, Sr., Member


Shirley A. Yannich, Member

EXHIBIT "A"



Carroll Engineering Corporation



March 19, 2012

Timothy J. Tieperman, Township Manager
Warrington Township
852 Easton Road
Warrington, PA 18976

Dear Mr. Tieperman:

Subject: Meehan-Lacy Tract - Revised Preliminary Plan
(TMPs 50-10-61, 50-10-62, 50-10-64 & 50-10-65)

We have reviewed the revised preliminary plans of subdivision for the above referenced project and offer the following comments for consideration by the Warrington Township Board of Supervisors:

These plans were originally submitted in 2006. The revised plans are essentially the same as originally submitted, and were the subject of several review letters by CKS Engineers. In June 2008, the Warrington Planning Commission recommended approval of the plans. The current plan set differs from the original by a slightly different road layout resulting from DEP wetland concerns, and a higher lot count due to individual lot area reductions to accommodate a smaller house footprint.

I. SUBMISSION

- A. Preliminary Plans of Subdivision, as prepared by Stout, Tacconelli & Associates, Inc., consisting of sixty-eight (68) sheets dated October 27, 2006 and last revised January 16, 2012.
- B. Post-Construction Stormwater Management & Erosion and Sediment Control Report, as prepared by Stout, Tacconelli & Associates, Inc. dated December, 2006 and last revised January 16, 2012.
- C. Transportation Impact Study, and various supplements, prepared by Pennoni Associates, last revised November 2008.

Today's Commitment to Tomorrow's Challenges

Corporate Office:
949 Easton Road
Warrington, PA 18976
215.343.5700

630 Freedom Business Center
Third Floor
King of Prussia, PA 19406
610.489.5100

101 Lindenwood Drive
Suite 225
Malvern, PA 19355
484.875.3075

105 Raider Boulevard
Suite 206
Hillsborough, NJ 08844
908.874.7500

II. GENERAL

This revised preliminary plan application proposes a subdivision composed of four (4) individual tax parcels (50-10-61, 50-10-62, 50-10-64 & 50-10-65) which total 89.46 acres to the title line. The site is located on the northerly side of Street Road (S.R. 3001) between Honora Street and South Founders Court. The applicant proposes to create 116 single-family detached dwelling lots using transferable development rights. 73 TDR's are being used. Access to the proposed lots will be by means of two (2) proposed roads taking access from Street Road. Stormwater management facilities consist of four (4) stormwater detention basins and the site is to be served by public water and sanitary sewer. The site is located in the RA, Residential Agricultural District.

III. REVIEW COMMENTS

A. Zoning Ordinance Comments

This application satisfies all requirements and provisions of the applicable Warrington Township Zoning Ordinances.

B. Subdivision and Land Development Ordinance Waivers Requested

1. Section 302.10 & 312.3 – To allow the installation of Belgian Block curbing in lieu of concrete curbing for all interior roads outside of the PennDOT right-of-way.
2. Section 303.5 – Requiring street trees be provided along existing and proposed streets. A partial waiver is being requested for a portion of Street Road near the eastern property corner as this area is currently wooded.
3. Section 307.2 – To permit cul-de-sac Road "E" to be longer than the maximum allowable five hundred (500) feet in length as. The increased length is dictated by existing drainage features which will remain undisturbed and the proximity to Street Road. *The length of proposed cul-de-sac Road "E" is 555.7 feet.*
4. Section 316.5 – To permit some side lot lines to have angle points rather than be radial or at right angles to street lines in order to achieve a practical and efficient lot configuration.
5. Section 318.2.E – To permit grading in certain isolated areas to be closer than five (5) feet from property lines due to grading associated with Township required Street road improvements and Township requested utility connections.

6. Section 319.2.C.(9) – To permit less than the minimum three (3) feet of cover over storm sewer piping. The waiver is being requested in order to avoid excessive cuts and fills in isolated locations.
7. Section 319.2.D.(8) – To permit basin depths of greater than the maximum allowable five (5) feet to provide additional volume to eliminate supplemental stormwater management facilities and reduce Township maintenance requirements. *The depth of proposed Detention Basin "B" is 6 feet and the depth of proposed Detention Basin "D" is 5.65 feet.*
8. Section 319.2.D.(12) – To permit basin embankment slopes to be graded at 3:1 rather than the required 5:1 slopes to increase volume in each basin therefore reducing the total number of stormwater management facilities needed.
9. Section 319.2.D.(14) – The applicant is requesting a waiver to permit basin bottom slopes to be constructed at one (1) percent rather than the required two (2) percent as a BMP/water quality feature.

C. Subdivision and Land Development Ordinance Comments

This application satisfies all requirements and provisions of the applicable Warrington Township Subdivision and Land Development Ordinance, with the following Exceptions:

1. Section 104.F – Documentation concerning the right-of-way acquisition along Tax Parcel 50-10-63 required for the proposed Street Road improvements should be submitted to the Township.
2. Section 319.2.d(14) – The applicant is requesting a waiver to permit basin bottom slopes to be constructed at one (1) percent rather than the required two (2) percent as a BMP/water quality feature. The proposed concrete low flow channels which are also sloped at one (1) percent could be eliminated to provide additional water quality.
3. Section 406 – Additional monuments need to be provided along the various variable width drainage easements within the site.
4. Section 504.5.D(7) – The site statistics table on the Record Plan should include the total net site area indicating the area removed from the gross site area for ultimate right-of-way and area to be conveyed to tax parcel 50-17-31.

D. Stormwater Management Ordinance Comments

This application satisfies all requirements and provisions of the applicable Warrington Township Stormwater Management Ordinance, with the following Exception:

1. Section 121.7 – Requires access to stormwater management facilities be provided for maintenance and operation. This access shall be a cleared access that is twenty (20) feet wide. The plans should be revised to show the required access path to each of the proposed detention basins.

E. General Comments

1. The typical bollard detail on Sheet 63 should be revised to show removable metal bollards.
2. Page A-706 in the stormwater management report contains a cross section for Basin D however; this page is located within the specifications section for Basin C. Conversely, Page A-751 containing a cross section for Basin C and is located in the specifications section for Basin D.
3. Page I-5 of the stormwater management report makes reference to the site being located in PA Region 4. This page should be revised to state that the site is located in PA Region 5.
4. Storm Sewer Note 7 on Sheet 12-15 states that the roof drains may connect to a storm drainage structure. However, the post Construction Stormwater Management Plan indicates that Rooftop Disconnection is a proposed best management practice (BMP#4) for the site. The note on Sheets 12-15 should be revised to remove the statement concerning connection to storm drainage structures if rooftop disconnection is proposed.

F. Traffic

1. Please clarify why the Gap Study was performed during the hours of 7:30-8:30 AM and 4:30-5:30 PM when the peak hours listed in the Transportation Impact Study (TIS) are listed as 7:00-8:00 AM and 5:00-6:00 PM for the unsignalized intersections along the Street Road corridor. The date the Gap Study was performed should also be verified.

2. As the subject project was not fully occupied in 2010 as projected, the Township requests the TIS be updated to reflect the proposed opening year and 10-year future build-out analyses and reference the correct number of housing units. The most current PennDOT growth factors should be utilized.
3. Additional mitigation should be analyzed for the proposed Road 'A' and Road 'B' accesses onto Street Road as they are proposed to operate at a Level of Service "D" in the 2010 Build analysis. A Level of Service "D" is considered deficient by Township definition and as stated in the Warrington Township Subdivision and Land Development Ordinance; Chapter 27 Zoning; Part 25 *Transportation Impact Study*; specific recommendations for the elimination of all deficiencies shall be listed in the report.
4. The revised Traffic Signal Permit Plan for Street Road (SR 3001) and Folly Road (Permit #61-3115) indicating the signal timing adjustments referred to in the TIS must be submitted for Township review.
5. The Township requests copies of the ADA ramp designs, including CS-4401 forms, for all proposed handicapped accessible ramps located at the Road 'A' and Road 'B' intersections with Street Road.

G. Water and Sanitary Sewer

1. A PADOT Highway Occupancy Permit will be required to install the water and sanitary sewer facilities located within the Street Road right-of-way. The application must be sponsored by the Township.
2. The 8" water main proposed along Street Road should be revised to 12" in diameter to connect to the existing 12" water main in Street Road. We would also recommend the Applicant consider extending the 12" water main west to the existing main at the intersection of Folly Road. This would improve the capacity of water available for fire flows and also provide multiple supply alignments in the event of a disruption in the alignment through the neighboring development.
3. Revise the horizontal alignment of the water main on Road B from approximate Station 10+55 to 12+45 to eliminate multiple vertical offsets and increase the separation from the storm piping. The sewer main should be adjusted accordingly by moving Manhole S8 approximately 8' to the north.
4. In order to reduce the number of vertical fittings on the water main, the Applicant should consider gradual deflection of the main. This approach may also reduce the number of intermediate high spots along the water mains.

5. Curb Boxes for each individual water service should be shown at the edge of the right-of-way and at all service joints. No buried couplings are permitted. Cleanouts should also be shown at the edge of the right-of-ways, easements, at all bends, and intervals of 100'.
6. A public water and sanitary sewer service should be provided for Lot 76.
7. Stationing for each sanitary sewer lateral/street main connection, referenced to the nearest downstream manhole, should be shown on the plans. This information may be given in table form.
8. Profiles of the sanitary sewer runs S6.1 to S6.2, S6.2 to S6.3, and S26 to S26.1 should be provided.
9. We recommend that provisions be incorporated into the sanitary sewer system design to provide gravity sewer service to the properties along Anna Drive, e.g. lowering the invert elevations of Manhole S26.
10. The details shown on Sheets 64 and 65 should be replaced with the latest Warrington Township Water and Sewer Standard Details, as required.
11. Add standard details for Trench Restoration in Easements and Temporary Pavement Trench Restoration for Township Roads and State Highways.
12. Numerous technical items should be resolved regarding the proposed layout of the water and sewer facilities. We recommend that our office meet with the applicant's engineer to discuss the design of these facilities.

IV. OTHER APPROVALS

- A. Bucks County Conservation District
- B. Township Fire Marshal
- C. DEP – Planning Module
- D. DEP – NPDES
- E. PennDOT
- F. Township Lighting Consultant

Timothy J. Tieperman, Township Manager
Page Seven
March 19, 2012

V. RECOMMENDATION

Carroll Engineering Corporation recommends this application be revised to address the above comments to the satisfaction of the Warrington Township Board of Supervisors.

Very truly yours,

CARROLL ENGINEERING CORPORATION



Richard A. Wieland, P.E.

RAW:cam

cc: William H. R. Casey, Esquire
Richard P. McBride, Esquire, McBride & Murphy
K. Frederick Achenbach Jr., Manager, Warrington Township Water & Sewer Department
Roy Rieder, P.E., Director of Planning & Development, Warrington Township
Stout, Tacconelli and Associates, Inc.
Andrew Brown, P.E., CEC
Martin L. Kepner, P.E., CEC

ATTACHMENT C

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this _____ day of _____, 2012, between **BUCKS COUNTY**, 55 East Court Street, Doylestown, PA 18901, (hereinafter referred to as "Grantor"), and **TOWNSHIP OF WARRINGTON**, 852 Easton Road, Warrington, PA 18976, a Second-class Township and municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns (hereinafter referred to as "Township").

WITNESSETH:

WHEREAS, Grantor is the owner of record of Bucks County Tax Map Parcel No. 50-010-015-003 (hereinafter referred to as "Premises") in Warrington Township, Bucks County, Pennsylvania; and

WHEREAS, Grantor has agreed to grant a temporary construction easement and a perpetual easement to the Township for access, ingress and regress in, over and under a portion in, over and under portions of the Premises for the purposes stated herein below.

NOW THEREFORE, in connection with the payment to Grantor in the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Township hereby agree as follows:

1. Grantor hereby creates, grants and declares in favor of the Township, its successor and assigns, a temporary construction easement and a perpetual right and easement for access, ingress and regress in, over and under a portion of the Premises for the exclusive right and obligation of the Township to rehabilitate, improve, construct, repair and maintain sanitary sewer facilities ("Public Sanitary Sewer Facilities") for residents of the Township.
2. For the purpose of this Grant of Easement, the easement area shall be those

portions of the Premises described and show upon the plan of easement prepared by Stout, Tacconelli & Associates, Inc., dated February 22, 2012, and revised May 1, 2012, containing five sheets and captioned Sanitary Sewer Easement Plan across a portion of County Land prepared for Warrington Township, copy of same attached hereto as Exhibit "A", and as more specifically described within the legal description attached hereto as Exhibits "B-1" and "B-2" ("Easement Area").

3. Such proposed Public Sanitary Sewer Facilities are to be installed within said Easement Area, same to be a portion of the overall Public Sanitary Sewer Facilities to be owned and maintained by the Township to provide public sewer service to its present and future residents.

4. Grantee shall be solely responsible for the improvement, construction, repair and maintenance of the Public Sanitary Sewer Facilities and shall obtain all applicable governmental permits and approvals for any such improvement, construction, repair and maintenance of the Public Sanitary Sewer Facilities. Grantee shall provide Grantor with reasonable notice of Grantee's intention to enter upon the Easement Area for any permitted purpose. Grantee shall restore the Easement Area as near as possible to its condition prior to any entry thereon by Grantee for the purpose of improving, constructing, repairing and replacing the Public Sanitary Sewer Facilities. In the event of any alleged failure by the Grantee to perform any obligation of Grantee under this Grant of Easement, Grantor shall provide written notice specifically describing any such failure to perform. Grantee shall have ten (10) days from the date of such notice within which to cure such failure to perform, or, in the event performance cannot reasonably be completed within ten (10) days, to commence performance. In the event Grantee fails, after receipt of notice, to perform, or to commence and diligently and continuously perform

until Grantee's obligation to perform is completed, upon written notice to Grantee by Grantor, all rights and privileges granted hereby shall terminate and this Easement shall be of no further force or effect.

5. The Easement created herein shall be a covenant running with the land and shall be effective so long as the Public Sanitary Sewer Facilities are utilized. Every provision of this Easement applicable to Grantor or Grantee shall apply to that party's heirs, executors, administrators, successors, assigns, agents and any person, partnership, corporation or entity claiming the title under or through them. The restriction set forth in this Easement shall be included in any deed purporting to convey or transfer an ownership interest in the Subject Land.

6. Grantee shall defend, indemnify and hold harmless Grantor, its agents, employees, heirs, successors, assigns and any person whomsoever lawfully claiming from Grantor, from any and all liability, claims or causes of action made by any person or entity and arising from, or in any way pertaining to Grantee's use of the Easement, Easement Area, or any improvements, construction, repairs and maintenance performed hereunder, including, without limitation, all claims pertaining to Grantee's obligation hereunder.

7. Grantor, their heirs, executors, administrators, and assigns, shall not place upon or within the Easement Area referred to herein any plant, tree, shrub, or fence, or any building, footing, patio or swimming pool, or any permanent object of any kind, nature or description.

8. This Deed of Easement shall not be assigned without the express written consent of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement the day and year first above written.

GRANTOR:

BUCKS COUNTY

BY:

Robert G. Loughery, Chairman

Charles H. Martin, Vice-Chairman

Diane M. Ellis-Marseglia, LCSW, Commissioner

ATTEST:

Lynn T. Bush, Chief Clerk

Date

GRANTEE:

BOARD OF SUPERVISORS OF WARRINGTON TOWNSHIP

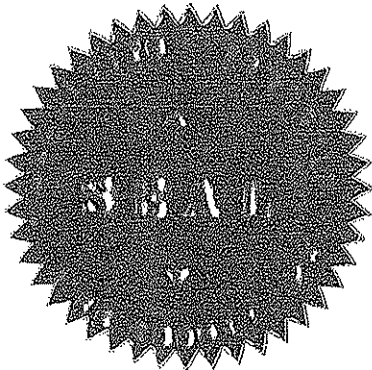
ATTEST:


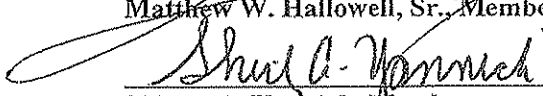
Timothy J. Tieperman
Township Manager

Gerald B. Anderson, Chairperson

John R. Paul, Vice Chairman

Absent
Marianne Achenbach, Secretary-Treasurer




Matthew W. Hallowell, Sr., Member

Shirley A. Yarnich, Member

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

On this the _____ day of _____ 2012, before me, Regina Armitage, a Notary Public for the Commonwealth of Pennsylvania, personally appeared, Robert G. Loughery, Charles H. Martin, and Diane M. Marseglia, who acknowledged themselves to be Commissioners of the County of Bucks, and Lynn T. Bush who acknowledged herself to be the Chief Clerk of the County of Bucks, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public
Regina Armitage

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

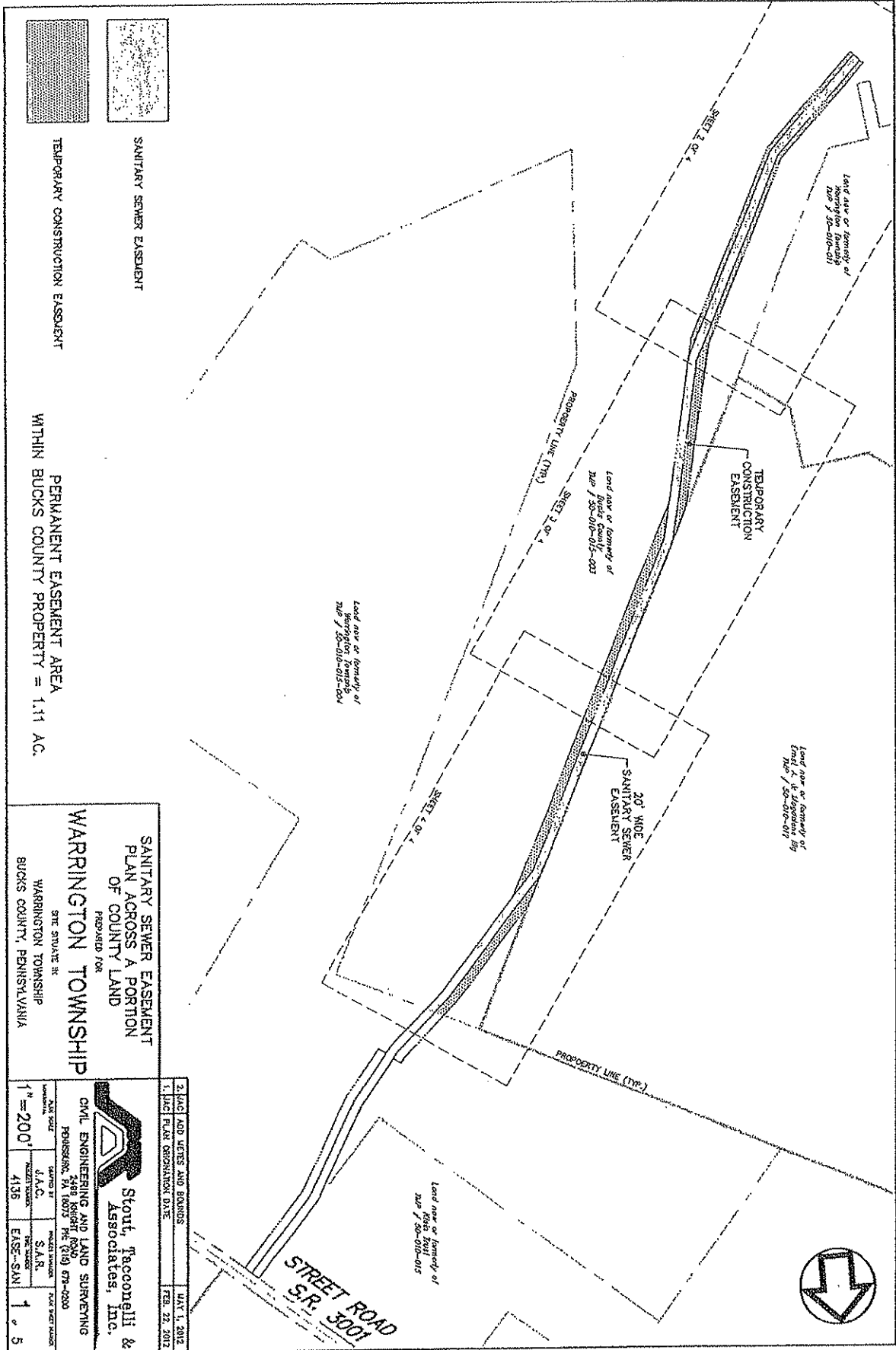
On this the 12th day of June 2012, before me,
Barbara J. Livrone, a Notary Public for the Commonwealth of Pennsylvania,
personally appeared, Gerald B. Anderson, Chairperson, John R. Paul, Vice Chairman,
Marianne Achenbach, Secretary-Treasurer, Matthew W. Hallowell, Sr., Member, and Shirley A.
Yannich, Member, who acknowledged himself/herself to be on the Board of Supervisors
of WARRINGTON TOWNSHIP, and that he/she, as such officer executed the foregoing
instrument for the purposes therein contained.



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


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Barbara J. Livrone, Notary Public
Warrington Twp., Bucks County
My Commission Expires March 19, 2013
Member, Pennsylvania Association of Notaries

EXHIBIT "A"



 TEMPORARY CONSTRUCTION EASEMENT
 SANITARY SEWER EASEMENT

PERMANENT EASEMENT AREA
WITHIN BUCKS COUNTY PROPERTY = 1.11 AC.

WARRINGTON TOWNSHIP
 SANITARY SEWER EASEMENT
 PLAN ACROSS A PORTION
 OF COUNTY LAND
 PREPARED FOR
 WARRINGTON TOWNSHIP
 BUCKS COUNTY, PENNSYLVANIA


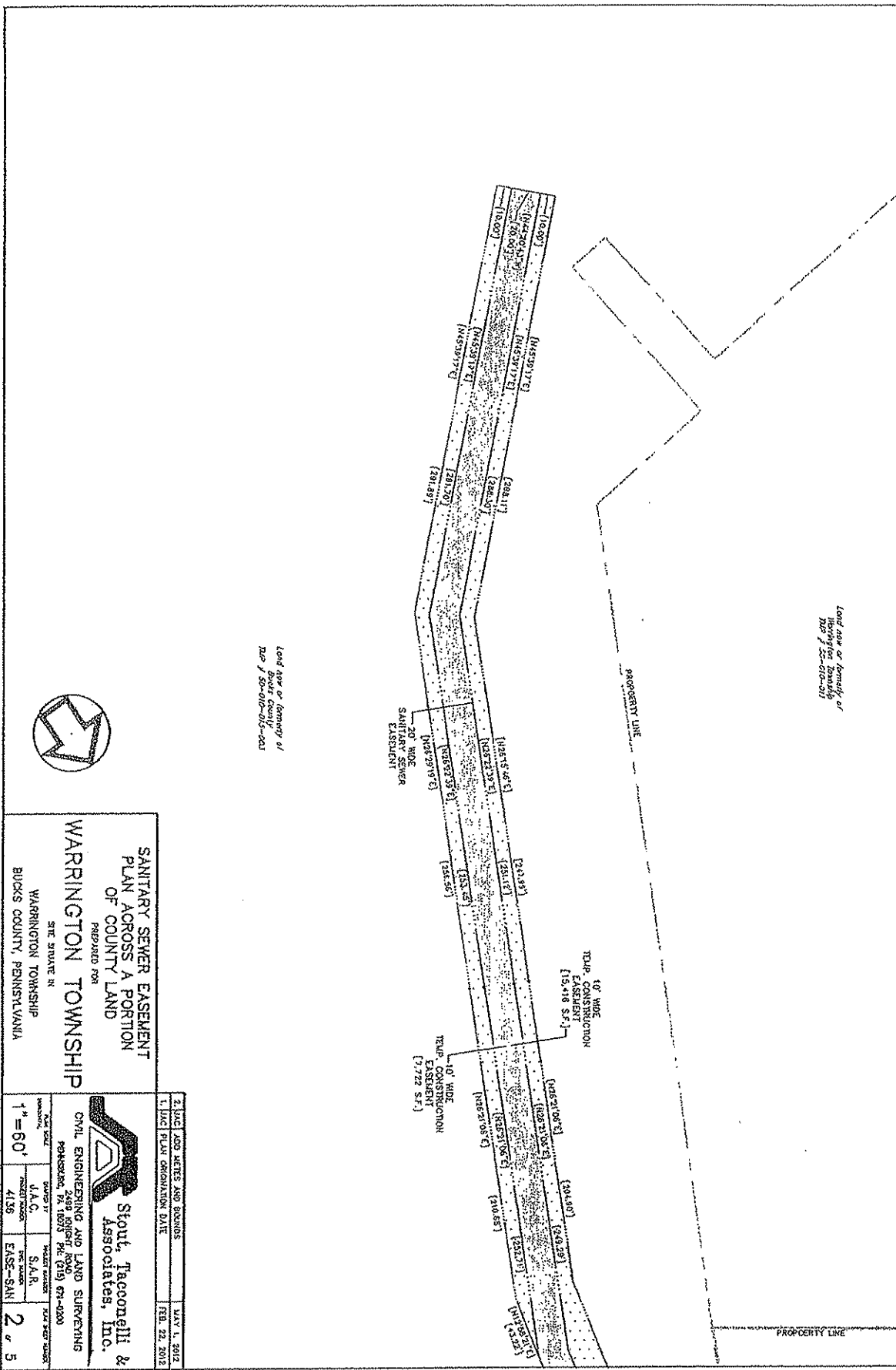
2 INCH ADD VERTS AND BOUNDS	DATE: MAY 1, 2012
1/4 INCH PLAN ORGANIZATION DATE	REV: 22, 2012
 Stout, Macconelli & Associates, Inc. CIVIL ENGINEERING AND LAND SURVEYING 2465 KESSIT ROAD PHOENIX, PA 19075 PH: (215) 678-2200	
SCALE: 1" = 200'	DATE: 1
BY: J.A.C.	DATE: 5
CHECKED BY: S.A.R.	
PROJECT NUMBER: 4135	
FILE NUMBER: EASE-SW1	

EXHIBIT "A"



Land now or formerly of
Borough of Exton
Map of 50-010-015-001

Land now or formerly of
Map of 50-010-015-001

**SANITARY SEWER EASEMENT
PLAN ACROSS A PORTION
OF COUNTY LAND**
PREPARED FOR
WARRINGTON TOWNSHIP
SITE SITUATE IN
WARRINGTON TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA


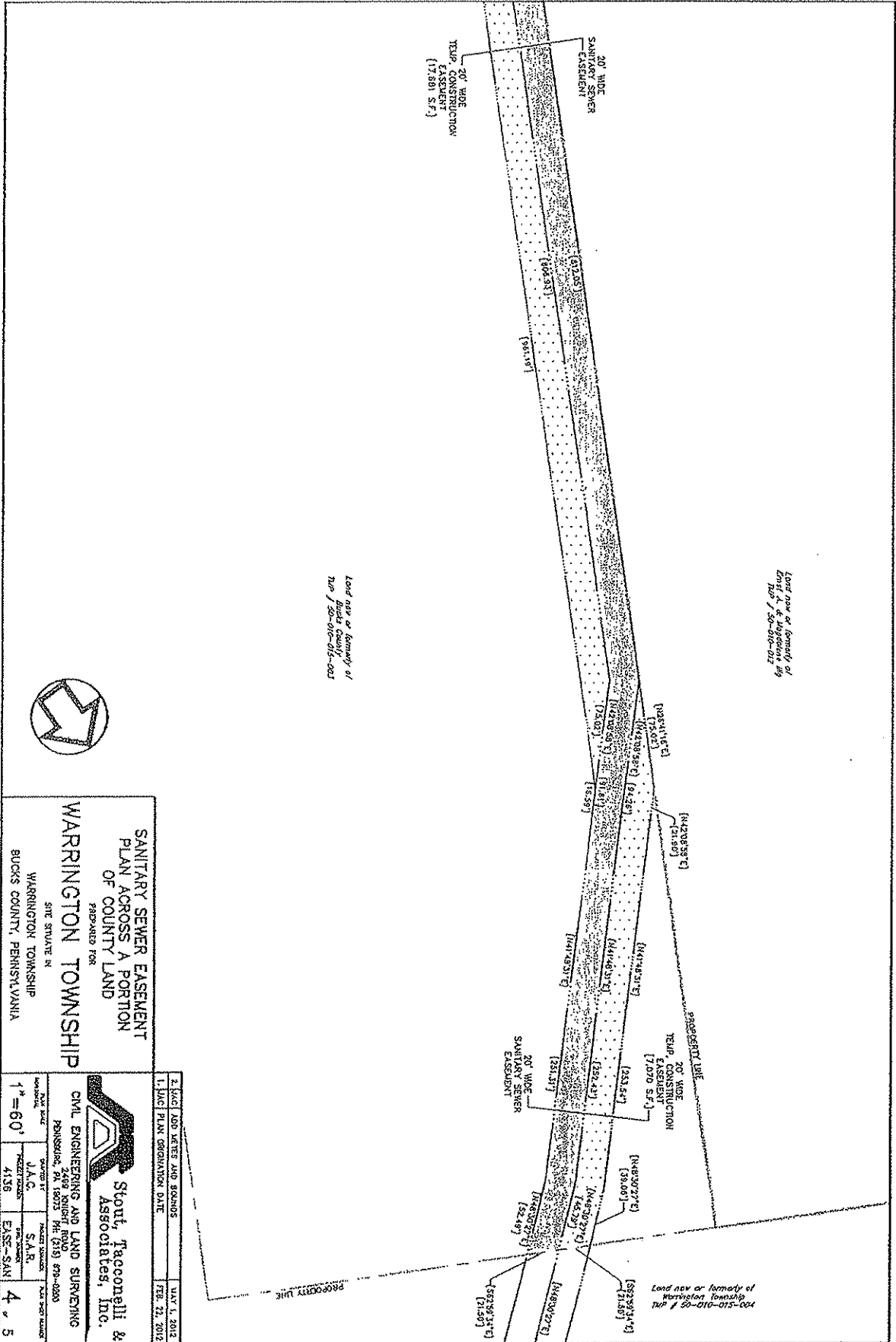
2. DATE JOB NETS AND BOUNDS	JAN 1, 2012
1. DATE PLAN ORIGINATED DATE	FEB 22, 2012
 Stout, Taconetti & Associates, Inc. CIVIL ENGINEERING AND LAND SURVEYING 2480 KENNETT ROAD PENNSYLVANIA, PA 19381 P.O. BOX 6719 PHILADELPHIA, PA 19106	
SCALE	AS SHOWN
PROJECTION	NAD 83
UNIT	FEET
DATE	2012
PROJECT NUMBER	11-001
DRAWN BY	SLK
CHECKED BY	SLK
DATE	2012
PROJECT NUMBER	11-001
DATE	2012



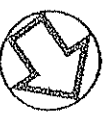
EXHIBIT "A"



Land now or formerly of
Emil A. & Margaret M. B
Map / 50-010-012

Land now or formerly of
Map / 50-010-015-001

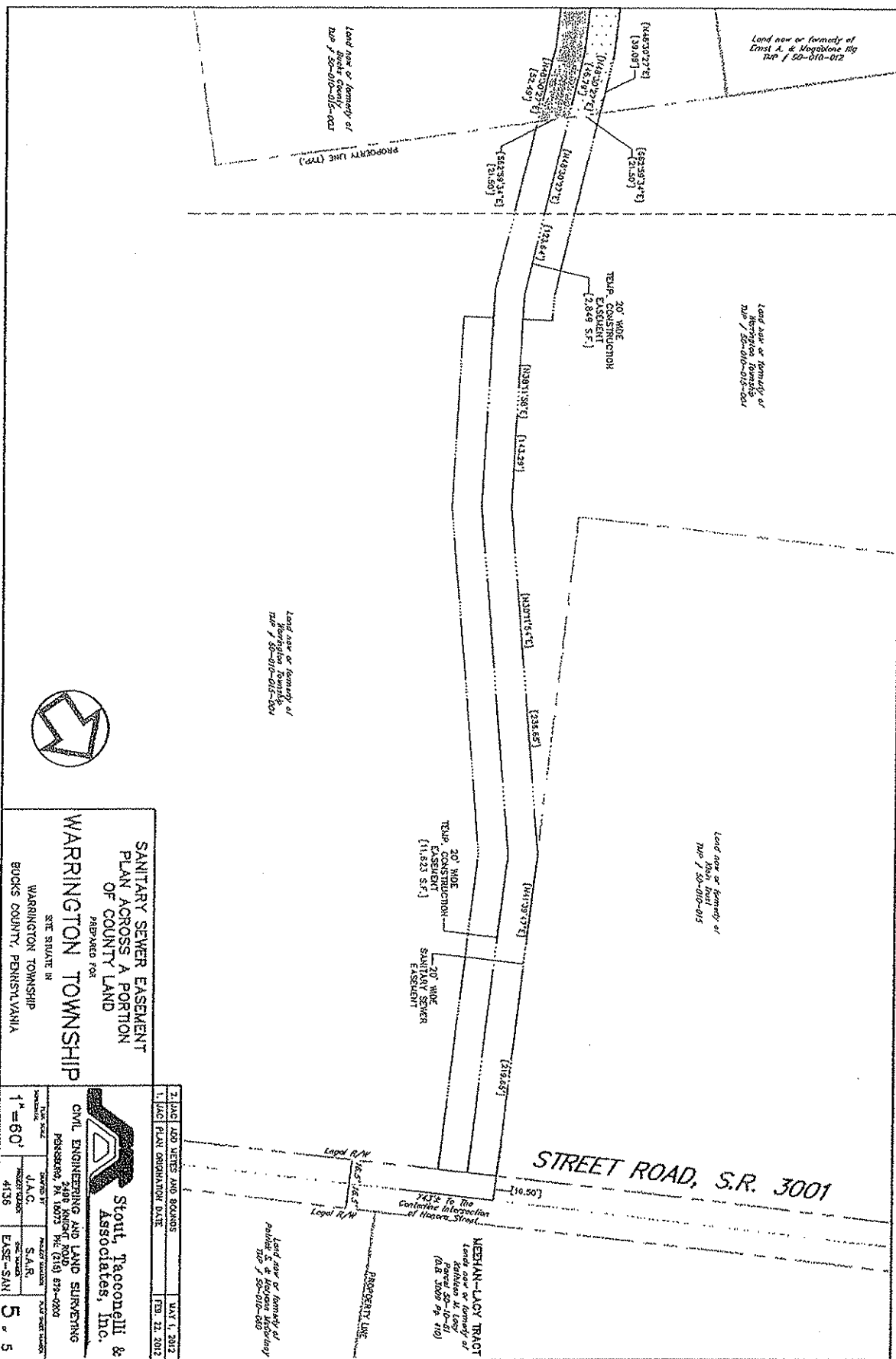
Land now or formerly of
Warrington Township
Map / 50-010-010-001



PREPARED FOR
SANITARY SEWER EASEMENT
PLAN ACROSS A PORTION
OF COUNTY LAND
WARRINGTON TOWNSHIP
 BUCKS COUNTY, PENNSYLVANIA

2.00 AC ADD METERS AND BOUNDS		DATE	MAY 5, 2012
1.00 AC PLAN ORGANIZATION DATE		DATE	FEB. 22, 2012
 Stout, Taconelli & Associates, Inc. CIVIL ENGINEERING AND LAND SURVEYING 2469 JOHNSON ROAD PENNSYLVANIA, PA 18075 PH: (610) 879-0260			
DATE PLOTTED	DATE BY	DATE CHECKED	DATE PLOTTED
1/13/12	J.A.C.	S.A.R.	1/13/12
PROJECT NO.	PROJECT NO.	PROJECT NO.	PROJECT NO.
4156	EASE-SAN		
SCALE		SHEET NO.	
1" = 60'		4 OF 5	

EXHIBIT "A"



**SANITARY SEWER EASEMENT
PLAN ACROSS A PORTION
OF COUNTY LAND**

PREPARED FOR

WARRINGTON TOWNSHIP

SITE SITUATE IN

WARRINGTON TOWNSHIP
BUCKS COUNTY, PENNSYLVANIA


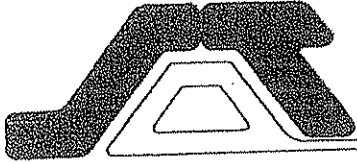
<p>1. PLAN SCALE AND BOUNDS</p> <p>DATE: MAY 1, 2012</p> <p>1" = 60'</p>	<p>2. DATE OF PLAN PREPARATION</p> <p>DATE: FEB. 22, 2012</p>
 <p>Stout, Taconelli & Associates, Inc.</p> <p>CIVIL ENGINEERING AND LAND SURVEYING</p> <p>760 W. MAIN ST., SUITE 101 P.O. BOX 5075 LEWISBURG, PA 17033 TEL: (717) 833-0000</p>	
<p>DESIGNED BY: J.A.C.</p> <p>PROJECT NO.: 4136</p>	<p>APPROVED BY: S.A.R.</p> <p>PROJECT NO.: EASE-SAN1</p> <p>SCALE: 5" = 5'</p>

EXHIBIT "B-1"



Stout, Tacconelli & Associates, Inc.

2499 Knight Road
P.O. Box 2499
Pennsburg, PA 18073
(215)679-0200
Fax: (215) 679-9200

February 23, 2012
Amended May 1, 2012

LEGAL DESCRIPTION
20 FEET WIDE SANITARY SEWER EASEMENT
ACROSS BUCKS COUNTY LANDS
PROJECT #4136

ALL THAT CERTAIN 20 FEET WIDE SANITARY SEWER EASEMENT situate in Warrington Township, Bucks County, Pennsylvania, being shown on a Sanitary Sewer Easement Plan Across a Portion of County Land, prepared for Warrington Township by Stout, Tacconelli and Associates, Inc., dated February 22, 2012, as last revised May 1, 2012 and being more fully described as follows:

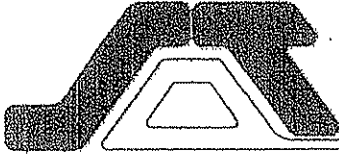
BEGINNING at a point in the line dividing land now or formerly of Warrington Township from land now or formerly of Bucks County, said point also being located the following five (5) courses from the centerline intersection of Honora Street with Street Road (33 feet wide): (1) 743 feet, more or less, as measured in a northwesterly direction along the centerline of Street Road; (2) South $41^{\circ}39'47''$ West, 236.15 feet to a point; (3) South $30^{\circ}11'54''$ West, 236.65 feet to a point; (4) South $38^{\circ}11'58''$ West, 143.29 feet to a point; (5) South $48^{\circ}30'27''$ West, 123.64 feet; thence, from said beginning point, along said dividing line, South $62^{\circ}59'34''$ East, 21.50 feet to a point; thence, on and through the aforesaid Bucks County land, the following thirteen (13) courses: (1) South $48^{\circ}30'27''$ West, 52.49 feet to a point; (2) South $41^{\circ}48'31''$ West, 251.31 feet to a point; (3) South $42^{\circ}08'58''$ West, 91.61 feet to a point; (4) South $26^{\circ}41'16''$ West, 806.93 feet to a point; (5) South $12^{\circ}58'21''$ West, 412.00 feet to a point; (6) South $26^{\circ}21'06''$ West, 252.71 feet to a point; (7) South $26^{\circ}22'39''$ West, 253.45 feet to a point; (8) South $45^{\circ}39'17''$ West, 291.70 feet to a point; (9)

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North 44°20'43" West, 20.00 feet to a point; (10) North 45°39'17" East, 288.30 feet to a point; (11) North 26°22'39" East, 251.12 feet to a point; (12) North 26°21'06" East, 249.29 feet to a point; (13) North 12°58'21" East, 412.06 feet to a point in the southeast line of land now or formerly of Ernst A. & Magdalene IIIg; thence, along said line, North 26°41'16" East, 812.05 feet to a point; thence, continuing on and through the aforesaid Bucks County land, the following three (3) courses: (1) North 42°08'58" East, 94.26 feet to a point; (2) North 41°48'31" East, 252.43 feet to a point; (3) North 48°30'27" East, 45.79 feet to the point of beginning.

CONTAINING 1.11 acres of land, be the same, more or less.

EXHIBIT "B-2"



Stout, Tacconelli & Associates, Inc.

2499 Knight Road
P.O. Box 2499
Pennsburg, PA 18073
(215)679-0200
Fax: (215) 679-9200

May 2, 2012

LEGAL DESCRIPTION
VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT
ACROSS BUCKS COUNTY LANDS
PROJECT #4136

ALL THAT CERTAIN VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT situate in Warrington Township, Bucks County, Pennsylvania, being shown on a Sanitary Sewer Easement Plan Across a Portion of County Land, prepared for Warrington Township by Stout, Tacconelli and Associates, Inc., dated February 22, 2012, as last revised May 1, 2012 and being more fully described as follows:

Premises "A"

BEGINNING at a point in the northwest line of a 20 Feet Wide Sanitary Sewer Easement, said point also being in the line dividing land now or formerly of Bucks County from land now or formerly of Warrington Township and being located the following five (5) courses from the centerline intersection of Honora Street with Street Road (33 feet wide): (1) 743 feet, more or less, as measured in a northwesterly direction along the centerline of Street Road; (2) South $41^{\circ}39'47''$ West, 236.15 feet to a point; (3) South $30^{\circ}11'54''$ West, 236.65 feet to a point; (4) South $38^{\circ}11'58''$ West, 143.29 feet to a point; (5) South $48^{\circ}30'27''$ West, 123.64 feet; thence, from said beginning point, along said easement line, the following three (3) courses: (1) South $48^{\circ}30'27''$ West, 45.79 feet to a point; (2) South $41^{\circ}48'31''$ West, 252.43 feet to a point; (3) South $42^{\circ}08'58''$ West, 94.26 feet to a point in the east line of land now or formerly of Ernst A. & Magdalene Illg; thence, along said line, North $26^{\circ}41'16''$ East, 75.02 feet to a point; thence, on and through the aforesaid Bucks County land, the following three (3) courses: (1) North $42^{\circ}08'58''$ East, 21.90 feet to a point;

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(2) North 41°48'31" East, 253.54 feet to a point; (3) North 48°30'27" East, 39.08 feet to a point in the aforesaid dividing line; thence, along the aforesaid dividing line, South 62°59'34" East, 21.50 feet to the point of beginning.

CONTAINING 7,070 square feet of land, be the same, more or less.

Premises "B"

BEGINNING at a point in the northwest line of a 20 Feet Wide Sanitary Sewer Easement, said point also being located the following nine (9) courses from the centerline intersection of Honora Street with Street Road (33 feet wide): (1) 743 feet, more or less, as measured in a northwesterly direction along the centerline of Street Road; (2) South 41°39'47" West, 236.15 feet to a point; (3) South 30°11'54" West, 236.65 feet to a point; (4) South 38°11'58" West, 143.29 feet to a point; (5) South 48°30'27" West, 123.64 feet to a point; (6) South 62°59'34" East, 21.50 feet to a point; (7) South 48°30'27" West, 52.49 feet to a point; (8) South 41°48'31" West, 251.31 feet to a point; (9) South 42°08'58" West, 16.59 feet; thence, from said beginning point, on and through land now or formerly of Bucks County, South 26°41'16" West, 961.19 feet to a point in the aforesaid easement line; thence, along the aforesaid easement line, the following three (3) courses: (1) North 12°58'21" East, 84.35 feet to a point; (2) North 26°41'16" East, 806.93 feet to a point; (3) North 42°08'58" East, 75.02 feet to the point of beginning.

CONTAINING 17,681 square feet of land, be the same, more or less.

Premises "C"

BEGINNING at a point in the northwest line of a 20 Feet Wide Sanitary Sewer Easement, said point being in the line dividing land now or formerly of Bucks County from land now or formerly of Ernst A. & Magdalene Illg and being located the following eight (8) courses from the centerline intersection of Honora Street with Street Road (33 feet wide): (1) 743 feet, more or less, as measured in a northwesterly direction along the centerline of Street Road; (2) South 41°39'47" West, 236.15 feet to a point;

(3) South 30°11'54" West, 236.65 feet to a point; (4) South 38°11'58" West, 143.29 feet to a point; (5) South 48°30'27" West, 169.43 feet to a point; (6) South 41°48'31" West, 252.43 feet to a point; (7) South 42°08'58" West, 94.26 feet to a point; (8) South 26°41'16" West, 812.05 feet; thence, from said beginning point, along said easement line, the following four (4) courses: (1) South 12°58'21" West, 412.06 feet to a point; (2) South 26°21'06" West, 249.29 feet to a point; (3) South 26°22'39" West, 251.12 feet to a point; (4) South 45°39'17" West, 288.30 feet to a point; thence, on and through the aforesaid Bucks County land, the following five (5) courses: (1) North 44°20'43" West, 10.00 feet to a point; (2) North 45°39'17" East, 288.11 feet to a point; (3) North 26°15'46" East, 247.99 feet to a point; (4) North 26°21'06" East, 204.90 feet to a point; (5) North 12°58'21" East, 370.98 feet to a point in the aforesaid dividing line; thence, along the aforesaid dividing line, North 26°41'16" East, 84.35 feet to the point of beginning.

CONTAINING 15,416 square feet of land, be the same, more or less.

Premises "D"

BEGINNING at a point in the northwest line of a 20 Feet Wide Sanitary Sewer Easement, said point being in the line dividing land now or formerly of Bucks County from land now or formerly of Ernst A. & Magdalene Illg and being located the following eight (8) courses from the centerline intersection of Honora Street with Street Road (33 feet wide): (1) 743 feet, more or less, as measured in a northwesterly direction along the centerline of Street Road; (2) South 41°39'47" West, 236.15 feet to a point; (3) South 30°11'54" West, 236.65 feet to a point; (4) South 38°11'58" West, 143.29 feet to a point; (5) South 48°30'27" West, 123.64 feet to a point; (6) South 62°59'34" East, 21.50 feet to a point; (7) South 48°30'27" West, 52.49 feet to a point; (8) South 41°48'31" West, 251.31 feet to a point; (9) South 42°08'58" West, 91.61 feet to a point; (10) South 26°41'16" West, 806.93 feet to a point; (11) South 12°58'21" West, 412.00 feet; thence, from said beginning point, on and through the aforesaid Bucks County land, the following (5) courses: (1) South 12°58'21" West, 43.22; (2) South 26°21'06" West, 210.68 feet to a point; (3) South 26°29'19" West,

256.56 feet to a point; (4) South $45^{\circ}39'17''$ West, 291.89 feet to a point; (5) North $44^{\circ}20'43''$ West, 10.00 feet to a point in the aforesaid easement line; thence, along the aforesaid easement line, the following three (3) courses: (1) North $45^{\circ}39'17''$ East, 291.70 feet to a point; (2) North $26^{\circ}22'39''$ East, 253.45 feet to a point; (3) North $26^{\circ}21'06''$ East, 252.71 feet to the point of beginning.

CONTAINING 7,722 square feet of land, be the same, more or less.

ATTACHMENT D



RESOLUTION 2012-R- 26

FINAL PLAN APPROVAL

WARRINGTON GLEN – PHASE I

WHEREAS, The Cutler Group, Inc. (hereinafter the “Applicant”) has submitted plans for Phase I of a subdivision located on the northern side of Street Road, east of Folly Road in the RA Residential Agricultural District, to build 50 single family detached dwelling lots using 32 Transferable Development Rights (TDR’s) with approximately 4,435 feet of interior roads and a single access from Street Road. Stormwater Management facilities for Phase I consist of three stormwater detention basins and public water and sewer will serve the lots; and

WHEREAS, the submission includes:

- A. Final Plans of Subdivision – Phase I, as prepared by Stout, Tacconelli & Associates, Inc., consisting of seventy-one (71) sheets dated October 27, 2006 and last revised May 3, 2012.
- B. Post-Construction Stormwater Management & Erosion and Sediment Control Report, as prepared by Stout, Tacconelli & Associates, Inc., dated December 2006 and last revised May 3, 2012.
- C. Post-Construction Stormwater Management Plan Narrative, as prepared by Stout, Tacconelli & Associates, Inc., dated December 2006 and last revised May 3, 2012.
- D. Supplemental Traffic Related documents.

NOW THEREFORE, be it and it is hereby Resolved by the Board of Supervisors of Warrington Township, Bucks County, Pennsylvania, that the Plans are hereby approved as Preliminary Plans, subject to the following conditions with which the Applicant agrees:

1. Prior to the signing of the final plan and it being recorded, Applicant shall comply with the requirements of the review letter from Carroll Engineering Corporation, dated June 7, 2012, a copy of which is incorporated herein as Exhibit “A”.

2. The Board of Supervisors hereby grants the following waivers from the Warrington Township Land and Subdivision Ordinance:
 - a. From Section 302.10 and 312.3 to allow the installation of Belgian Block Curbing in lieu of concrete curbing for all interior roads outside of the PennDOT right-of-way.
 - b. From Section 305.5 requiring street trees be provided along existing and proposed streets except a wooded portion of Street Road near the eastern property corner.
 - c. From Section 307.2 to permit cul-de-sac Road "E" to be longer than the allowable 500 feet in length.
 - d. From Section 316.5 to permit some side lot lines to have angle points rather than be radial or at right angles to street lines.
 - e. From Section 318.2.E to permit grading in certain isolated areas to be closer than five (5) feet from property lines.
 - f. From Section 319.2.C.(9) to permit less than the minimum three (3) feet of cover over storm sewer piping.
 - g. From Section 319.2.D.(8) to permit basin depths of greater than the maximum allowable five (5) feet.
 - h. From Section 319.2.D.(12) to permit basin embankment slopes to be graded at 3:1 rather than the required 5:1 slope.
 - i. From Section 319.2.D.(14) to permit basin bottom slopes to be constructed at one (1%) percent rather than the two (2%) percent.
3. Prior to the signing of the final plans and their being recorded, Applicant shall document all approvals, permits, certificates and the like necessary to complete the Project, and to make all required submittals to any State and Federal agencies that issue such approvals, permits, certificates and the like relate to the Project.
4. Prior to the recordation of the final plans, all necessary documents shall have been prepared and executed by the appropriate parties as are referenced in the engineer's letter and Applicant agrees to execute a development agreement with escrow as determined by the Township engineer, to provide financial security for the installation of necessary improvements.
5. The Township is in receipt of a review letter from the Bucks County Planning Commission, dated 5/8/ 2012 and Warrington Twp Planning Commission dated 6/11/12.

6. The Applicant shall prepare residential disclosure statements in a form satisfactory to the Township solicitor to be given to prospective buyers prior to the execution of an agreement of sale for any residence.

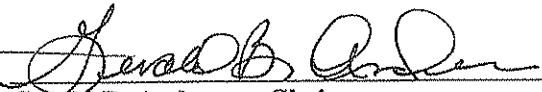
RESOLVED, this 12th day of June, 2012.

BOARD OF SUPERVISORS OF WARRINGTON TOWNSHIP

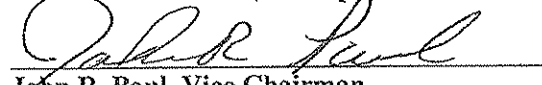
ATTEST:



Timothy J. Tjeperman
Township Manager



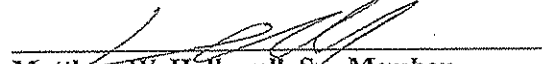
Gerald B. Anderson, Chairperson




John R. Paul, Vice Chairman

Absent

Marianne Achenbach, Secretary-Treasurer



Matthew W. Hallowell, Sr., Member



Shirley A. Yannich, Member

EXHIBIT "A"



Carroll Engineering Corporation

June 7, 2012

Timothy J. Tieperman, Township Manager
Warrington Township
852 Easton Road
Warrington, PA 18976

Dear Mr. Tieperman:

Subject: Warrington Glen (a.k.a. Meehan-Lacy Tract) Phase 1 Final Plan
(TMPs 50-10-61, 50-10-62, 50-10-64 & 50-10-65)

We have reviewed the revised final plans of subdivision for the above referenced project and offer the following comments for consideration by the Warrington Township Board of Supervisors:

I. SUBMISSION

- A. Final Plans of Subdivision – Phase 1, as prepared by Stout, Tacconelli & Associates, Inc., consisting of seventy one (71) sheets dated October 27, 2006 and last revised May 3, 2012.
- B. Post-Construction Stormwater Management & Erosion and Sediment Control Report, as prepared by Stout, Tacconelli & Associates, Inc. dated December, 2006 and last revised May 3, 2012.
- C. Post-Construction Stormwater Management Plan Narrative, as prepared by Stout, Tacconelli & Associates, Inc. dated December, 2006 and last revised May 3, 2012.
- D. Supplemental traffic related documents.

II. GENERAL

This revised final plan application proposes a subdivision composed of four (4) individual tax parcels (50-10-61, 50-10-62, 50-10-64 & 50-10-65) which total 89.46 acres to the title line. The site is located on the northerly side of Street Road (S.R. 3001) between Honora Street and South Founders Court. The previously submitted preliminary plan application proposed to create 116 single-family detached dwelling lots using 73 transferable development rights (TDRs) with access by means of two (2) proposed roads taking access from Street Road. This final plan application for Phase 1 proposes fifty (50) single-family detached dwelling lots using 32 TDRs with approximately 4,435 feet of interior roads and a single access from Street Road. Stormwater management facilities for Phase 1 consist of three (3) stormwater detention basins and the site is to be served by public water and sanitary sewer. The site is located in the RA, Residential Agricultural District.

Today's Commitment to Tomorrow's Challenges

Corporate Office:
949 Easton Road
Warrington, PA 18976
215.343.5700

630 Freedom Business Center
Third Floor
King of Prussia, PA 19406
610.489.5100

101 Lindenwood Drive
Suite 225
Malvern, PA 19355
484.875.3075

105 Raider Boulevard
Suite 206
Hillsborough, NJ 08844
908.874.7500

III. REVIEW COMMENTS

A. Zoning Ordinance Comments

This application satisfies all requirements and provisions of the applicable Warrington Township Zoning Ordinances.

B. Subdivision and Land Development Ordinance Waivers Requested

1. Section 302.10 & 312.3 – To allow the installation of Belgian Block curbing in lieu of concrete curbing for all interior roads outside of the PennDOT right-of-way.
2. Section 303.5 – Requiring street trees be provided along existing and proposed streets. A partial waiver is being requested for a portion of Street Road near the eastern property corner as this area is currently wooded.
3. Section 307.2 – To permit cul-de-sac Road “E” to be longer than the maximum allowable five hundred (500) feet in length. The increased length is dictated by existing drainage features which will remain undisturbed and the proximity to Street Road. *The length of proposed cul-de-sac Road “E” is 555.7 feet.*
4. Section 316.5 – To permit some side lot lines to have angle points rather than be radial or at right angles to street lines in order to achieve a practical and efficient lot configuration.
5. Section 318.2.E – To permit grading in certain isolated areas to be closer than five (5) feet from property lines due to grading associated with Township required Street road improvements and Township requested utility connections.
6. Section 319.2.C.(9) – To permit less than the minimum three (3) feet of cover over storm sewer piping. The waiver is being requested in order to avoid excessive cuts and fills in isolated locations.
7. Section 319.2.D.(8) – To permit basin depths of greater than the maximum allowable five (5) feet to provide additional volume to eliminate supplemental stormwater management facilities and reduce Township maintenance requirements. *The depth of proposed Detention Basin “B” is 6 feet and the depth of proposed Detention Basin “D” is 5.65 feet.*
8. Section 319.2.D.(12) – To permit basin embankment slopes to be graded at 3:1 rather than the required 5:1 slopes to increase volume in each basin therefore reducing the total number of stormwater management facilities needed.

9. Section 319.2.D.(14) – The applicant is requesting a waiver to permit basin bottom slopes to be constructed at one (1) percent rather than the required two (2) percent as a BMP/water quality feature.

C. Subdivision and Land Development Ordinance Comments

This application satisfies all requirements and provisions of the applicable Warrington Township Subdivision and Land Development Ordinance, with the following Exception:

1. Section 104.F – Documentation concerning the right-of-way acquisition along Tax Parcel 50-10-63 required for the proposed Street Road improvements should be submitted to the Township.

D. Stormwater Management Ordinance Comments

This application satisfies all requirements and provisions of the applicable Warrington Township Stormwater Management Ordinance.

E. Traffic

1. The transition taper length for eastbound traffic approaching McKeon Drive should be 495'. Please revise accordingly.

F. Water and Sanitary Sewer

1. It is our understanding the Applicant will extend the 12" water main along Street Road from Lamplighter Drive to Folly Road, as partially shown on these plans. Additional survey information is being obtained to fully depict the extension. We recommend that as a condition of approval, the Applicant include the complete design of the extension on the construction plans.
2. Provide a 20' wide easement, in favor of the Township, over the future proposed sanitary sewer runs, from S8.7 to S8.2, which will be located within Phase 1. The easement should encompass any laterals and extend to the property line of the lots to be serviced.
3. We recommend that the terminal run of sanitary sewer on Street Road, 188 LF from S3.1 to S3.2, be installed along with the downstream sewer as part of Phase 1. This would provide sanitary sewer service, at the same time water service is being provided, to the remaining existing residences along the project border. Provide the sanitary sewer lateral/street main connection stationing for TPNs 50-10-15-01 and 50-10-63, referenced to the nearest downstream manhole.

Timothy J. Tieperman, Township Manager
Page Four
June 7, 2012

IV. OTHER APPROVALS

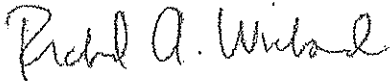
- A. Bucks County Conservation District
- B. Township Fire Marshal
- C. DEP – Planning Module
- D. DEP – NPDES
- E. PennDOT
- F. Township Lighting Consultant
- G. Easement (between Warrington Township and County of Bucks [offsite sewer])

V. RECOMMENDATION

Carroll Engineering Corporation recommends this application be revised to address the above comments to the satisfaction of the Warrington Township Board of Supervisors.

Very truly yours,

CARROLL ENGINEERING CORPORATION



Richard A. Wieland, P.E.

RAW:cam

cc: William H. R. Casey, Esquire
Richard P. McBride, Esquire, McBride & Murphy
K. Frederick Achenbach Jr., Manager, Warrington Township Water & Sewer Department
Roy Rieder, P.E., Director of Planning & Development, Warrington Township
Stout, Tacconelli and Associates, Inc.
Andrew Brown, P.E., CEC
Martin L. Kepner, P.E., CEC