



AGENDA

WARRINGTON BOARD OF SUPERVISORS MINUTES FOR MARCH 25, 2014

ATTENDANCE

Gerald B. Anderson, Chairperson; John R. Paul, Vice Chairperson, Marianne Achenbach, Secretary/Treasurer, Matthew W. Hallowell, Sr., and Shirley A. Yannich, members. Staff present was Timothy J. Tieperman, Township Manager; William H.R. Casey, Esq., Township Solicitor, Thomas A. Gockowski, Township Engineer, Barry Luber, Chief Financial Officer and Barbara Livrone, Executive Assistant to the Township Manager.

MOMENT OF SILENCE

Mr. Anderson asked for a moment of silence.

PLEDGE OF ALLEGIANCE

The meeting opened with a pledge to the flag.

EXECUTIVE SESSION REPORT: No Report

APPROVAL OF BILL LIST:

1. **March 11, 2014 – March 25, 2014:** \$ 697,546.97

Mrs. Achenbach motioned, seconded by Mr. Paul, to approve the bill list from March 11, 2014 through March 25, 2014 totaling \$697,546.97. By roll call vote, the motion passed unanimously 5-0.

APPROVAL OF MINUTES:

2. **February 11, 2014**

Mr. Paul motioned, seconded by Mr. Achenbach, to approve the February 11, 2014 Meeting Minutes. The motion passed unanimously 5-0.

MINUTES FOR POSTING:

3. **March 11, 2014**

Mr. Hallowell read a prepared statement directed to Supervisor Yannich which he requested be incorporated into March 11, 2014 before posting. (*See Attachment 1*). Supervisor Yannich apologized to the Board. Mr. Anderson suggested that the Board members review the current draft minutes and respond with any additional amendments. Mr. Paul motioned, seconded by Mr. Hallowell, to table the posting of the March 11, 2014 minutes until the next meeting.

PUBLIC COMMENT (*The Board will hear from any interested resident or taxpayer who would like to comment on an item not on this evening's agenda. Respondents are asked to keep their comments to 3 minutes.*)

The following individual offered comment:

- Ms. Mary Lee (2478 Orchard Place) approached the Board requesting assistance over a problem with a neighbor. She claimed this neighbor, besides locating a shed on her property, has also contributed to a drainage problem dumping lawn debris into the tributary, resulting in ponding on her property. Mr. Anderson agreed to set up a meeting with her, the Solicitor and the Township Manager to review her grievance in greater detail.

PUBLIC HEARING:

4. Public hearing on a conditional use application filed by County Line Fence Company for approval of an outdoor retail display located at 2051 County Line Road. (Advertised January 17, 2014).

Mr. Anderson opened the conditional use hearing. Township Solicitor Casey confirmed that the hearing was properly advertised. Mr. Anderson asked if anyone in the public wished to be designated as party-of-record. There being none, Mr. Anderson welcomed Attorney Stephen Harris, who represented County Line Fence Company (CLF). Mr. Harris formally introduced CLF owner Daniel De Febo who was officially sworn in to offer testimony. Mr. Harris provided a historical context of the site, going back some 25 years when the property's frontage was entirely wooded. He noted that his client, over the years, developed an amicable relationship with his business neighbor, O.P. Shuman, who allowed him to install outdoor displays in exchange for lawn maintenance services. He says the relationship has worked well for years and has improved the site's curb appeal.

Mr. DeFebo explained that the outdoor displays are important to CLF's overall marketing strategy, allowing customers to touch and feel the products before purchasing them. He attempts to limit all outside displays to one line of commodity so as not to clutter the site. The business is in full operation for 32 weeks per year; 40 weeks including partial business. Most major displays are installed during early April. Mr. DeFebo stated that the Township did give him an occupancy permit, which included outdoor displays units.

Following the above testimony Mr. Anderson opened the floor for discussion among the Supervisors. Mr. Paul voiced his support as did the majority of the Supervisors. Mr. Anderson expressed regret that the Board did not have a less onerous mechanism than the conditional use process to remedy this outdoor display issue. On behalf of the Board, he thanked Mr. DeFebo for his decision to continue doing business in Warrington.

There being no further Supervisor or public comments, the Chairman requested a roll call vote to approve CLF's conditional use application. Mr. Paul motioned, seconded by Mrs. Achenbach to approve this conditional use application. The vote was unanimous 5-0.

5. Continued hearing on a conditional use application filed by KTMT Warrington Springs, L.P. for the use of transferrable development rights to create a 49-lot single family detached subdivision on TMP 50-020-006, located in the R-2 Zoning District. (Advertised February 24, 2014 and March 3, 2014).

Mr. Anderson announced that this was a conditional use (CU) hearing continuance for a 49-lot subdivision and the use of 10 transferrable development rights (TDR).

Attorney Robert Gundlach, representing the applicant, addressed issues that were raised at the last meeting involving boundary discrepancy, storm water design and tree preservation to name a few. Mr. Gundlach stated that his client has authorized his engineer to review these outstanding issues and make appropriate recommendations at the April 8, 2014 BOS Meeting. Therefore, he requested a two (2) week continuance.

Mr. Paul motioned, seconded by Mrs. Achenbach, to continue the CU until April 8, 2014 BOS Meeting. The motion passed unanimously 5-0.

6. Consider hearing on proposed amendment to Stone Manor Stipulation Agreement to add residential apartments to Units D and E.

Mr. Anderson opened the hearing, and asked the Solicitor if it was properly advertised. Mr. Casey responded affirmatively. Mr. Anderson welcomed Attorney Robert Gundlach, who prepared the stipulation agreement amendment for the Board's consideration. If approved this agreement will allow the final development of pads D & E to provide a five-story residential apartment building and some accessory uses. Mr. Anderson then opened the floor to Board members for questions and comments.

Mrs. Yannich pointed out some minor edits which Mr. Gundlach said would be corrected. In responding to whether this amendment would create a precedent in other OI districts, he said that it would not. There was general consensus among all Board members that there is definite need for more high-end rental housing in Warrington and that Stone Manor is an appropriate location.

There being no further discussion, Mr. Paul motioned, seconded by Mr. Hallowell, to approve the Stone Manor Stipulation Agreement Amendment. The motion passed unanimously 5-0. (*See Attachment 2*).

OLD BUSINESS:

7. Consider adoption of an Ordinance vacating streets for Warrington Springs.
(*Advertised February 4, 2014; tabled February 11, 2014*).

Mr. Anderson motioned, seconded by Mr. Paul, to table until April 8, 2014 the adoption of an Ordinance vacating streets for Warrington Springs. The motioned passed unanimously 5-0.

8. Disposition of outstanding change orders for Public Works Facility Project (Phase 1).

Mr. Paul stated that he preferred to defer action on the majority of all outstanding change order requests until the project's conclusion. The Board did act on two (2) change orders.

The first was a \$4,489.41 change order to Cooper Plumbing for the installation of a pressure reducing valve. Upon the motion of John Paul, seconded by Mr. Hallowell, this change order was unanimously approved 5-0.

The second was a \$2,592.00 credit to Twining. Upon the motion of Mr. Paul, seconded, by Mr. Achenbach, this change order was unanimously approved 5-0.

NEW BUSINESS (ACTION/DISCUSSION ITEMS):

There were no new business discussions or action items at this meeting.

9. MANAGER'S REPORT:

a. Bid Advertisement Authorization for Palomino Tennis Court Project

CFO Luber explained that 20% of this project will be covered through a USTA (United States Tennis Association) Grant. Mr. Paul motioned, seconded by Mrs. Achenbach, to approve the bid advertisement for the Palomino Tennis Court Project. The motion passed unanimously 5-0.

10. CHAIRMAN'S REPORT:**a. Set workshop date to discuss various issues.**

Mr. Anderson stated that with the hiring process for the new firefighters moving forward, the Board needs to act swiftly to make appropriate changes to the non-uniform pension plan ordinance before tendering an employment offer to any new hires. He asked Solicitor Casey to review Staff's revisions to the final draft before advertising the ordinance. The Board concurred to hold a special meeting on Monday, March 31, 2014 to review the pension issues and authorize the ordinance's advertisement.

b. March 26, 2014 FEMA Floodplain Meeting

Mr. Anderson confirmed that on March 26, FEMA officials will be spending the majority of the day with Township Staff to visit the Township's floodplain areas review building activities within these areas over the past five (5) years. He noted that insurance rates for all impacted homes within these areas are expected to rise by 20%. He noted there's a big push in the County to reassess these structures.

c. March 31, 2014 PECO Meeting @ CB South Auditorium

Mr. Anderson confirmed that on March 31, 2014 PECO officials will be holding an informal meeting at CB South Auditorium for residents impacted by the recent ice storm. There will be various stations for residents to visit between 7:00 and 8:30 p.m.

d. Termination of Heritage Development (JOMAC) Testing Agreement

Mr. Anderson recommended to the Board that it consider terminating the testing agreement with Heritage Development. He noted this was recommended and brokered by a prior Township Solicitor which he believes is no longer needed and is simply incurring unnecessary costs. Mr. Paul motioned, seconded by Mrs. Achenbach, to terminate this testing agreement. The motion passed unanimously 5-0.

11. ENGINEER'S REPORT:**a. Warrington Ridge**

Mr. Gockowski reported that CEC is preparing a Phase 1 and Phase 2 punchlist in anticipation of the David Cutler Group (DCG) completing these final phases this year. Mr. Tieperman stated DCG has not responded to his recent letter setting forth specific completion benchmarks to avoid taking further action. Mr. Anderson agreed to speak with DCG counsel Richard McBride. He will attempt to have a report for the April 8 meeting.

12. SOLICITOR'S REPORT:**a. Malcolm's**

Mr. Casey reported that this legal matter is now back with Judge Gibbons. Malcolm's attorney is pursuing additional discovery.

b. **Phillips Avenue**

Mr. Casey reported that he is one signature shy of the necessary signatures to move forward with the Phillips Avenue dedication. He said everything else is in good order. Mr. Anderson moved to authorize Mr. Casey to execute the agreement upon receipt of the final signature to accept Phillips Avenue as a dedicated street. Mr. Paul seconded the motion. The motion passed unanimously.

13. ESCROW AND MAINTENANCE BOND RELEASES:

There were no escrow and maintenance bond releases.

14. EXTENSION REQUESTS:

There were no extension requests.

15. DEDICATION REQUESTS:

There were no dedication requests.

SUPERVISOR COMMENTS:

- Mr. Paul updated the Board on the raffle benefit for Ian Bennett. He said thus far about 550 of the 750 tickets have been purchased.
- Mr. Paul also provided an update on DPW efforts at fixing the local potholes. He said crews have been out on a daily basis. He's exploring a new piece of equipment that patches potholes more efficiently through the efficient processing of hot asphalt.
- Mrs. Achenbach asked for a status on the Open Space Task Force's activities and the recent discussion on the Environmental Finance Center. Mr. Anderson stated that he has been in contact with the Task Force Chairman who was looking for more Board direction on Committee's function. This will likely be a future workshop item.

ADJOURNMENT

There being no further business Mr. Paul motioned, seconded by Mrs. Achenbach, to adjourn the meeting at 8:55 p.m. The motion passed unanimously 5-0.

Respectfully Submitted By:



Timothy J. Tieperman, Township Manager

Mrs. Yannich:

Since our last meeting I have been giving thought to the comments you made regarding the Board's motivation for certain actions.

While I am willing to give you the benefit of the doubt on most issues, I am not willing to allow you to impugn the integrity of the Board without any concrete evidence and cast doubt onto our motivation for decisions. For you to even suggest that a decision was made to benefit an individual is an insult to this Board and every member of it.

In the future, I would ask that you not only refrain from unsubstantiated accusations and insults, but that you now apologize to the Board for your incorrect and insulting statements.

Attachment "2"

FOX ROTHSCHILD LLP

By: Robert W Gundlach, Jr., Esquire
Attorney I.D. No. 49751
2700 Kelly Road
Suite 300
Warrington, PA 18976

Attorney for Intervenors/Appellant

CCREA, LP,
Appellant,

COURT OF COMMON PLEAS OF
BUCKS COUNTY

v.

NO. 2002-00772

WARRINGTON TOWNSHIP ZONING
HEARING BOARD AND WARRINGTON
TOWNSHIP BOARD OF SUPERVISORS,
Appellees.

NOTICE OF LAND USE APPEAL
ZONING CASE

**JOINT MOTION TO RE-OPEN DOCKET, GRANT INTERVENTION AND
APPROVE AMENDED STIPULATION OF SETTLEMENT**

Stone Manor Corporate Center, LP ("SMCC"), as successor in title to CCREA, LP ("Appellant"), by and through their counsel, Robert W. Gundlach, Jr., Esquire and Warrington Township (the "Township"), by and through its counsel, William H.R. Casey, Esquire, represent the following:

1. SMCC, as successor in title to Appellant, owns certain ground within the Stone Manor Corporate Center (the "Center"), located at Easton and Kelly Roads in Warrington Township, Bucks County, PA, and known as Bucks County Tax Parcel Nos. 50-26-45-D and 50-26-45-E (the "Property").

2. The Property was previously part of a larger property known as tax parcel 50-26-45 (the "Original Parcel"), upon which the improvements comprising the Center were constructed, and which was subdivided into smaller condominium parcels.

3. The Original Parcel is subject to a Stipulation and Agreement governing the development of the Center, dated, April 3, 2002, between Appellant and Warrington Township (the "2002 Stipulation").

4. The 2002 Stipulation was approved by Court Order dated April 5, 2002, under Docket No. 2002-00772 (the "Litigation").

5. The only parties to the Litigation were Appellant and the Township.

6. Upon receiving Court approval of the 2002 Stipulation, the Litigation was marked terminated on July 15, 2004 (the "Termination Date").

7. Since the Termination Date: (i) Appellant conveyed all lands comprising the Center, including the portion of the Original Parcel defined herein as the Property, to SMCC; and (ii) SMCC and Warrington Township have entered into discussions for an alternate proposal for development of the Property than was contemplated under the 2002 Stipulation (the "Development Discussions").

8. The Development Discussions were held at a public meeting, pursuant to public notice in the form of (i) posting the Property; (ii) publishing notice in the Intelligencer newspaper; and (iii) mailing notice to surrounding property owners.

9. As a result of the Development Discussions, and at a public meeting, the Township Board of Supervisors formally approved an amendment to the 2002 Stipulation to allow an alternate proposal for the development of the Property; in the form of a document titled Amended Stipulation and Agreement.

10. Attached hereto as Exhibit A is a fully executed copy of the Amended Stipulation and Agreement.


11. SMCC desires to intervene as an Appellant in the Litigation, and both Appellant and the Township have no objection to such intervention.


WHEREFORE, SMCC, CCREA LP, and the Township, jointly move this Court to:

1. Order the docket be re-opened in the Litigation.
2. Allow Stone Manor Corporate Center, LP to intervene into the Litigation as an Appellant and be granted party status.
3. Approve the Amended Stipulation and Agreement.
4. Retain jurisdiction over the case to insure that all parties comply with their obligations under the Amended Stipulation and Agreement.


Respectfully submitted,

Fox Rothschild LLP

By: 
William H.R. Casey, Esquire,
Attorney for Warrington Township

By: 
Robert W. Gundlach, Jr., Esquire,
Attorney for Stone Manor Corporate
Center, L.P. and CCREA, L.P.

Warrington Township

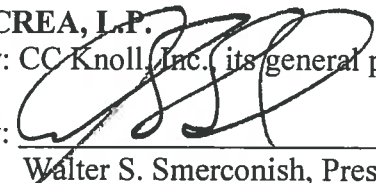
By: 
Gerald B. Anderson, Chairperson
Warrington Township Board of
Supervisors

Stone Manor Corporate Center, L.P.

By: SM Corporate Center, Inc., its general partner

By: 
Walter S. Smerconish, President

Date: April 1, 2014

CCREA, L.P.
By: CC Knoll, Inc. its general partner
By: 
Walter S. Smerconish, President

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY

CCREA, LP,

Appellant,

v.

WARRINGTON TOWNSHIP ZONING
HEARING BOARD AND WARRINGTON
TOWNSHIP BOARD OF SUPERVISORS

Appellee

COURT OF COMMON PLEAS OF
BUCKS COUNTY

NO. 202-00772

NOTICE OF LAND USE APPEAL
ZONING CASE

ORDER

AND NOW, this _____ day of _____, 2014, upon

consideration of the within Motion, it is hereby ORDERED and DECREED as follows:

1. The docket in the above-captioned case is hereby re-opened;
2. Stone Manor Corporate Center, L.P. is permitted to intervene in this case and is granted party status as Appellant;
3. The terms of the Amended Stipulation and Agreement between Stone Manor Corporate Center, LP and Warrington Township, are hereby approved; and
4. This Court shall retain jurisdiction over the case to insure that all parties comply with their obligations under the Amended Stipulation and Agreement.

BY THE COURT

J.

FOX ROTHSCHILD LLP
By: Robert W Gundlach, Jr., Esquire
Attorney I.D. No. 49751
2700 Kelly Road
Suite 300
Warrington, PA 18976

Attorney for Intervenor/Appellant

CCREA, LP,
Appellant,

v.

WARRINGTON TOWNSHIP ZONING
HEARING BOARD AND WARRINGTON
TOWNSHIP BOARD OF SUPERVISORS
Appellee

COURT OF COMMON PLEAS OF
BUCKS COUNTY

NO. 202-00772

NOTICE OF LAND USE APPEAL
ZONING CASE

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on this date a true and correct copy of the Motion to Re-Open Docket, Grant Intervention and Approve Amended Stipulation of Settlement was sent to the following parties by first class mail, postage prepaid, addressed as follows:

William H.R. Casey, Esquire
90 East Court Street
Doylestown, PA 18901
Counsel to Warrington Township

FOX ROTHSCHILD LLP

By: _____
Robert W. Gundlach, Jr., Esquire
Attorney for Appellant,
Stone Manor Corporate Center, L.P. and
CCREA, L.P.

Date: _____, 2014

FOX ROTHSCHILD LLP
By: Robert W Gundlach, Jr., Esquire
Attorney I.D. No. 49751
2700 Kelly Road
Suite 300
Warrington, PA 18976

Attorney for Intervenor/Appellant

CCREA, LP,	:	COURT OF COMMON PLEAS OF
Appellant,	:	BUCKS COUNTY
	:	
	:	NO. 2002-00772
v.	:	
	:	
WARRINGTON TOWNSHIP ZONING	:	NOTICE OF LAND USE APPEAL
HEARING BOARD AND WARRINGTON :	:	ZONING CASE
TOWNSHIP BOARD OF SUPERVISORS, :	:	
Appellee.	:	
	:	

AMENDED STIPULATION AND AGREEMENT

It is hereby stipulated and agreed by and among Stone Manor Corporate Center, L.P., as successor in title to CCREA, L.P. (hereinafter "Owner"), and the Township of Warrington (hereinafter "Township"), as of the 1st day of April, 2014, as follows:

BACKGROUND

A. Owner owns certain ground within the Stone Manor Corporate Center (the "Center"), located at Easton and Kelly Roads in Warrington Township, Bucks County, PA, and known as Bucks County Tax parcel Nos. 50-26-45-D ("Unit D") and 50-26-45-E ("Unit E") (collectively, the "Property").

B. The Property was previously part of a larger property known as tax parcel 50-26-45 (the "Original Parcel"), upon which the improvements comprising the Center were constructed, and which was subdivided into smaller condominium parcels, including the Property.

C. The Original Parcel is subject to a Stipulation and Agreement dated April 3, 2002 between Appellant and Warrington Township (the "2002 Stipulation").

D. The 2002 Stipulation was approved by Court Order dated April 5, 2002, under Docket No. 2002-00772 (the "Litigation").

E. Pursuant to the 2002 Stipulation, Appellant has the right to construct buildings and other improvements on the property for use as a restaurant, hotel, bank and/or offices.

F. Unit D, which contains the manor house, is currently used for offices.

G. Unit E has not yet been developed, but was proposed for office use.

H. Unit D has become functionally obsolete for continued office use.

I. No more office space is needed in the Center; however, what is needed, is residential housing in order to make the Center a "mixed-use" project.

J. Owner has proposed to renovate and convert Unit D for residential housing and to construct a new building on Unit E for residential housing.

K. The Township has agreed to the Owner's proposal for Units D and E, as more specifically set forth herein.

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

1. The Property (i.e., both Units D and E) may be used for residential housing (the "Project"), subject to the following:

- a. No more than 35 residential housing units shall be located in the new building proposed for Unit E.
- b. No more than 6 residential housing units shall be located in the manor house located on Unit D.
- c. The development of the Property for residential housing units shall be completed generally in accordance with the following:

- (i) Site Plan prepared by David Fehr, dated January 6, 2014, consisting of 2 sheets, a copy of which are attached hereto as Exhibit "A" (the "Site Plan"); and
- (ii) Architectural Plans prepared by Meyer Design, dated January 4, 2014, consisting of 2 sheets, a copy of which are attached hereto as Exhibit "B" (the "Architectural Plans"); and
- (iii) the Site Plan and the Architectural Plans are collectively referred to herein as the "Plans". The building permit application for the Project shall be in accordance with the Plans. The Plans may be amended upon the approval of the Board of Supervisors.

2. Units D and E may be developed in phases. The existing Manor House building located on Unit D may continue to be utilized for offices until such time as all of it is converted into residential housing.

3. Developer shall also be entitled to relief from the Zoning Ordinance to develop the Property in accordance with the Plans.

4. If Owner desires to sell the residential housing units proposed for Units D and/or E, then Owner shall create a condominium association in accordance with the Pennsylvania Uniform Condominium Act and shall record the necessary document against the Property prior to the sale of any of the units in the Project. Developer's counsel shall prepare the condominium documents in a form reasonably acceptable to the Township Solicitor. Every prospective third party purchaser of any unit in the Project shall be provided with a full and complete copy of the condominium documents referenced in this paragraph.

5. Any new building and/or construction conducted pursuant to this Amended Stipulation and Agreement must comply with the Township's Building Codes and the applicable State and Federal statutes, codes, rules and regulations.

6. Amended land development approval shall not be required for the improvements proposed in this Amended Stipulation and Agreement due to the fact that Unit E has already been approved for a new building; however, Owner shall (a) record a revised record plan for the Property, in a form approved by the Township Engineer, in the Bucks County Recorder of Deeds Office, and (b) purchase any additional public sewer and water connections from the Township as are required due to the change of Units D and E from offices to residential housing.

7. Upon execution of this Amended Stipulation and Agreement by all parties, Owner and Township will prepare and jointly file a motion with the Court requesting approval of this Amended Stipulation and Agreement.

8. Owner and Township each covenant and agree to take such steps as are necessary and to work together in a cooperative manner to facilitate and implement the provisions of this Amended Stipulation and Agreement.

9. This Amended Stipulation and Agreement is made under, and shall be governed by, the laws of the Commonwealth of Pennsylvania. Any legal action arising out of this Agreement must be filed in the County of Bucks. The Court shall retain continuing jurisdiction for purposes of overseeing the implementation of the provisions of this Amended Stipulation and Agreement, and for the resolution of any disputes which may arise hereunder.

10. This Amended Stipulation and Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

11. This Amended Stipulation and Agreement shall amend the 2002 Stipulation as to the use and development of Units D and E.

12. Any amendment, revision, or other changes to this Amended Stipulation and Agreement must be in writing and signed and consented to by all the parties to this Agreement.

13. This Amended Stipulation and Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Execution and delivery of this Amended Stipulation and Agreement by exchange of facsimile copies, bearing the facsimile signature of a party hereof shall constitute a valid and binding execution and delivery of this Amended Stipulation and Agreement by such party.

14. To be effective, any notice required under this Amended Stipulation and Agreement must be in writing and either hand delivered to the party entitled to such notice or given by mail. If given by mail, such notice must be forwarded to the following addresses:

For Owner

Stone Manor Corporate Center, LP
c/o Robert W. Gundlach, Jr., Esquire
Fox Rothschild LLP
2700 Kelly Road, Suite 300
Warrington, PA 18976

With A Copy To

Robert W. Gundlach, Jr., Esquire
Fox Rothschild LLP
2700 Kelly Road, Suite 300
Warrington, PA 18976

For Township

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


With A Copy To

William H.R. Casey, Esquire
90 E. Court Street
Doylestown, PA 18901

15. The parties agree that this Amended Stipulation and Agreement contains all of the agreements between the parties and that there are no other agreements or representations made by either of them. This Agreement sets forth the entire understanding between the parties and any representations, oral or written, not contained therein are without affect.

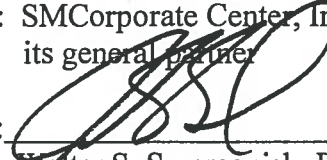
16. The parties agree that neither this Amended Stipulation and Agreement nor the furnishing of the consideration exchanged for this Agreement shall be deemed or construed at any time for any purpose as a waiver by any party of any right or obligation under any statute, ordinance, rule, and/or regulation of any kind, except as specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this document to be effective as of the date set forth above.

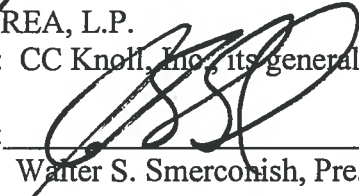
By: 
Robert W. Gundlach, Jr., Esquire,
Counsel to Stone Manor Corporate Center,
L.P. and CCREA, L.P.

OWNER:

Stone Manor Corporate Center, LP
By: SMCorporate Center, Inc.,
its general partner

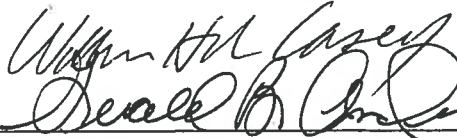
By: 
Walter S. Smerconish, President

CCREA, L.P.
By: CC Knoll, Inc., its general partner

By: 
Walter S. Smerconish, President

TOWNSHIP:

Warrington Township

By: 
William H.R. Casey, Esquire,
Counsel to Warrington Township

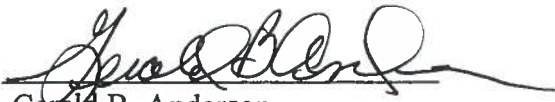
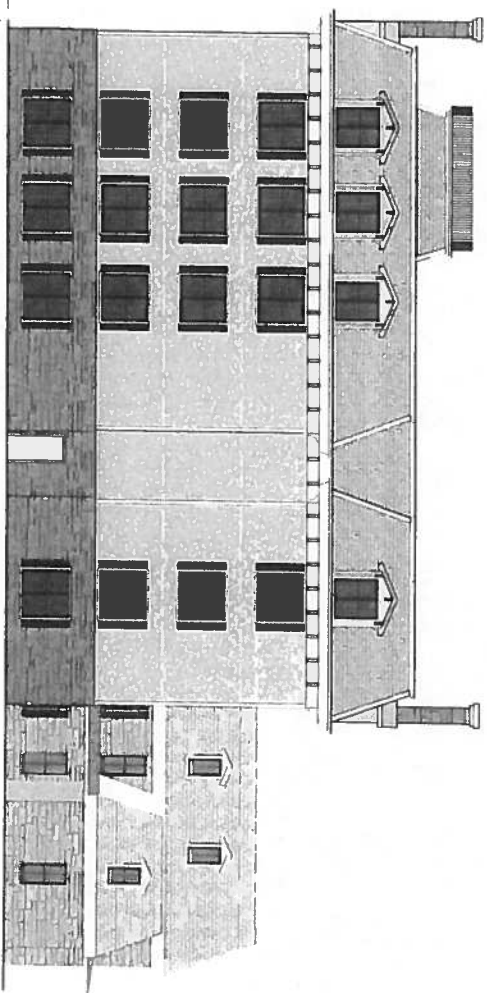
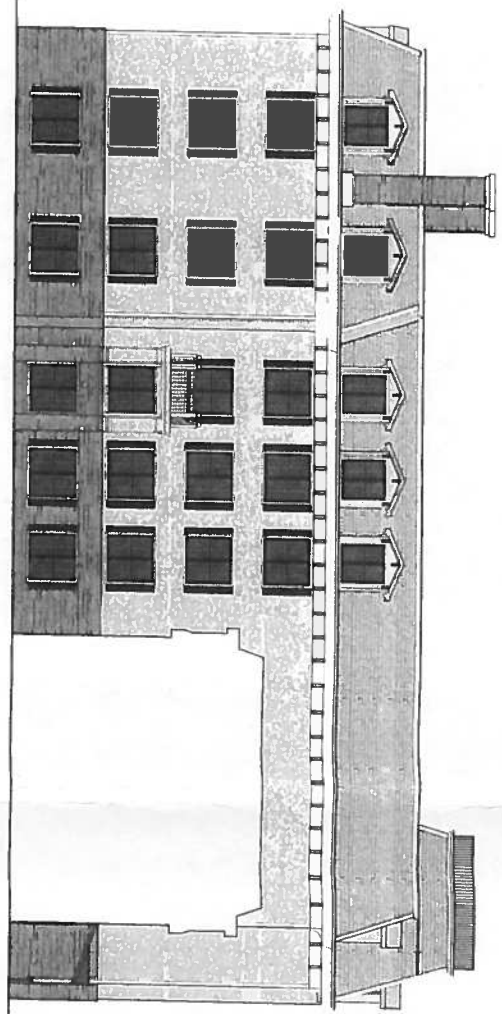
By: 
Gerald B. Anderson,
Chairperson, Board of Supervisors

EXHIBIT "A"



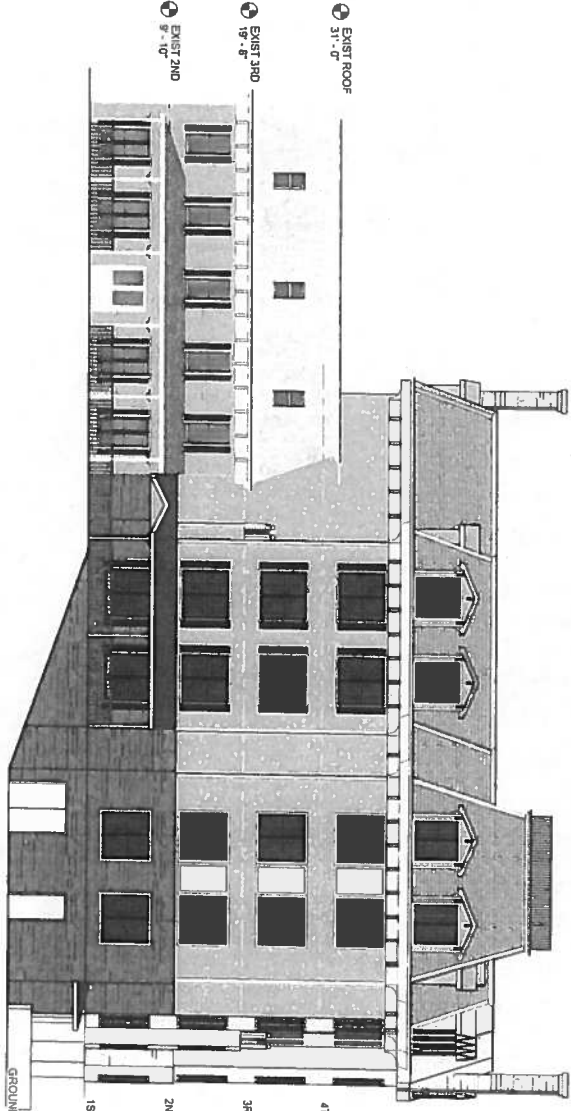
1 WEST
1/8" = 1'-0"

- ROOF 52'-7"
- 5TH FLOOR 38'-8"
- EXIST. ROOF 31'-0"
- 4TH FLOOR 25'-0"
- EXIST. 3RD 15'-4"
- EXIST. 2ND 9'-10"
- 2ND FLOOR 9'-8"
- 1ST FLOOR 0'-0"



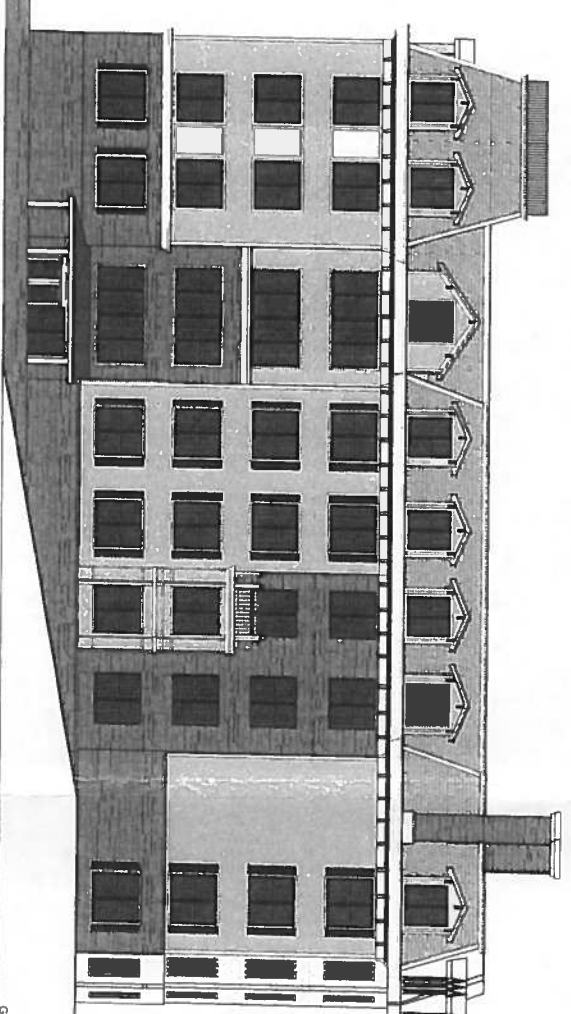
3 SOUTH
1/8" = 1'-0"

- ROOF 52'-7"
- 5TH FLOOR 38'-8"
- EXIST. ROOF 31'-0"
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- EXIST. 3RD 15'-4"
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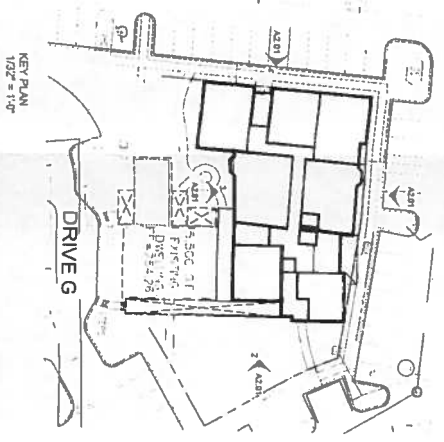
2 EAST
1/8" = 1'-0"

- ROOF 52'-7"
- 5TH FLOOR 38'-8"
- 4TH FLOOR 25'-0"
- 3RD FLOOR 15'-4"
- 2ND FLOOR 9'-8"
- 1ST FLOOR 0'-0"
- GROUND FLOOR 0'-0"



1 NORTH
1/8" = 1'-0"

- ROOF 52'-7"
- 5TH FLOOR 38'-8"
- 4TH FLOOR 25'-0"
- 3RD FLOOR 15'-4"
- 2ND FLOOR 9'-8"
- 1ST FLOOR 0'-0"
- GROUND FLOOR 0'-0"

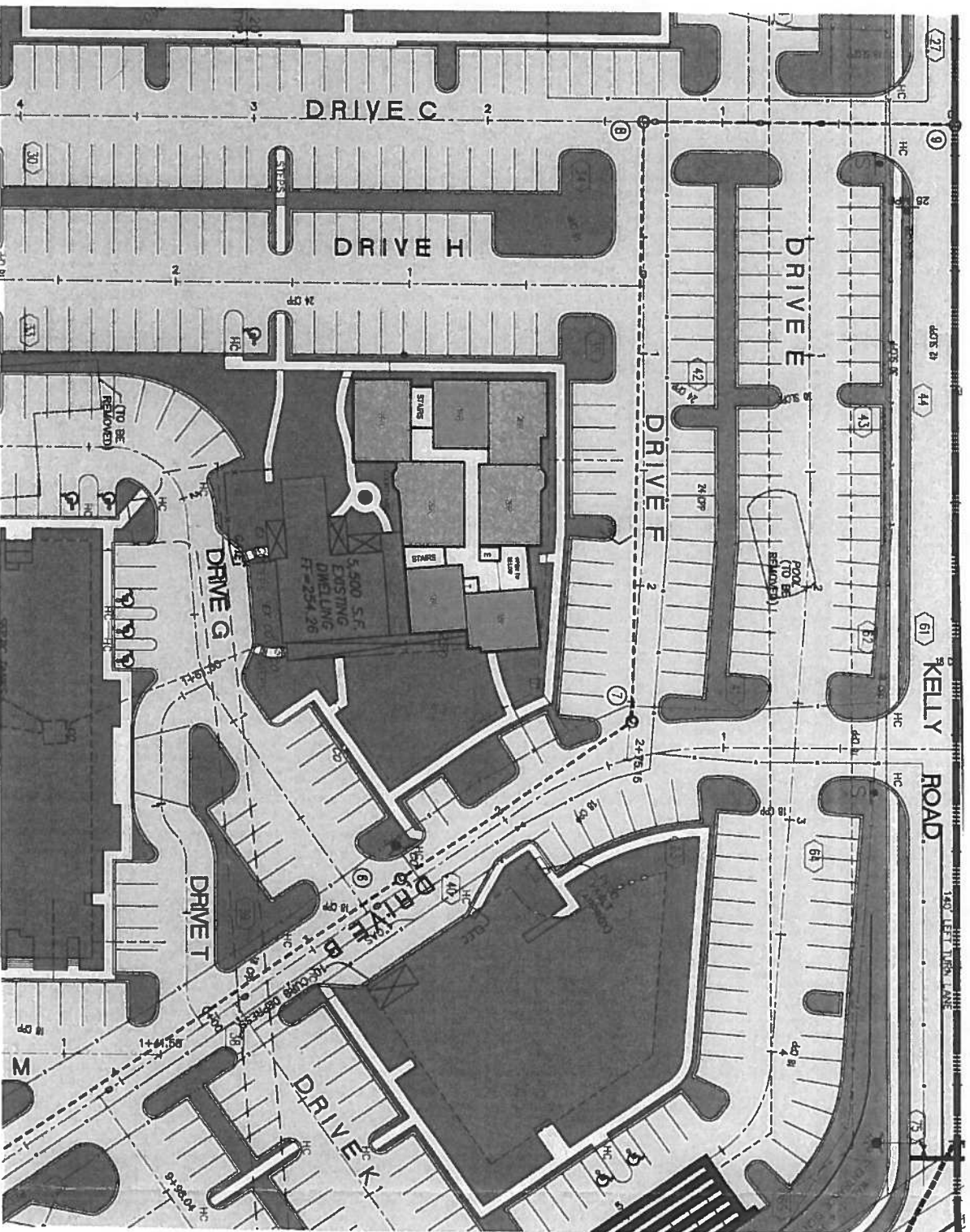


KEY PLAN
1/32" = 1'-0"

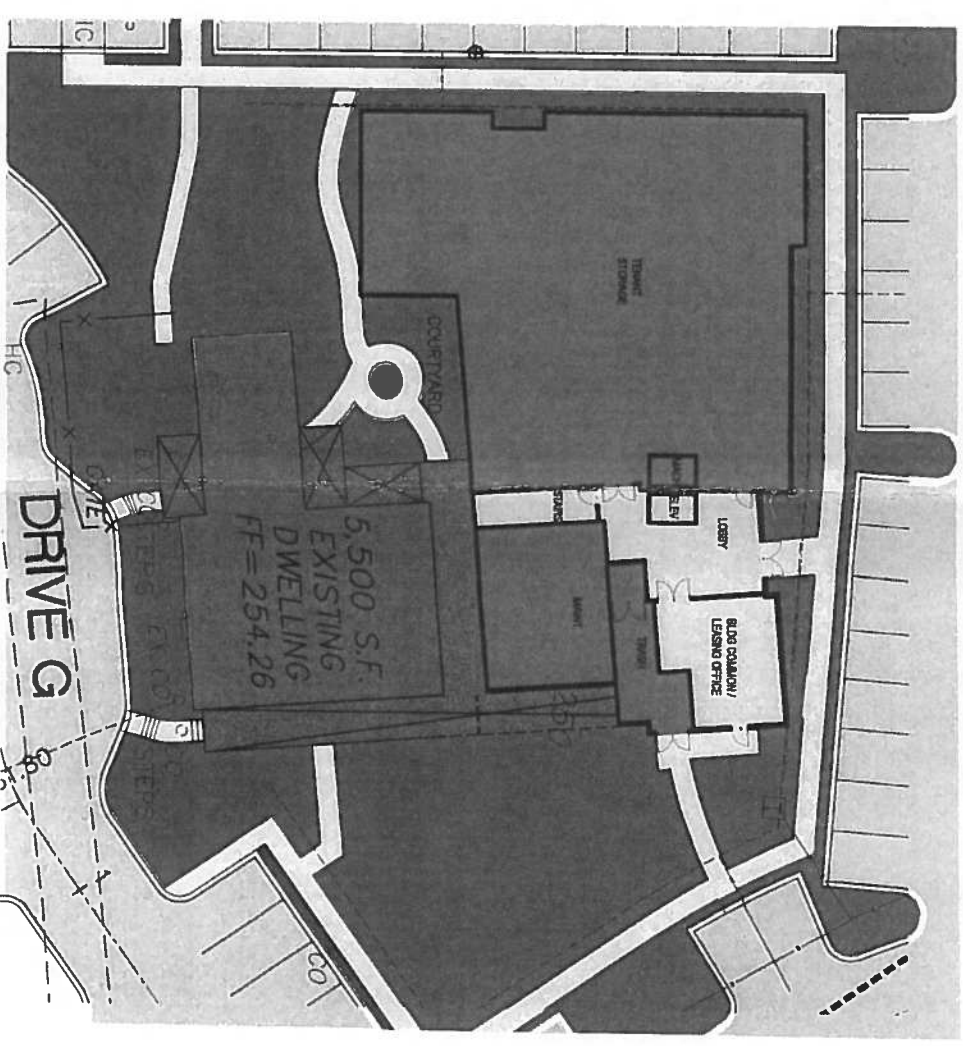
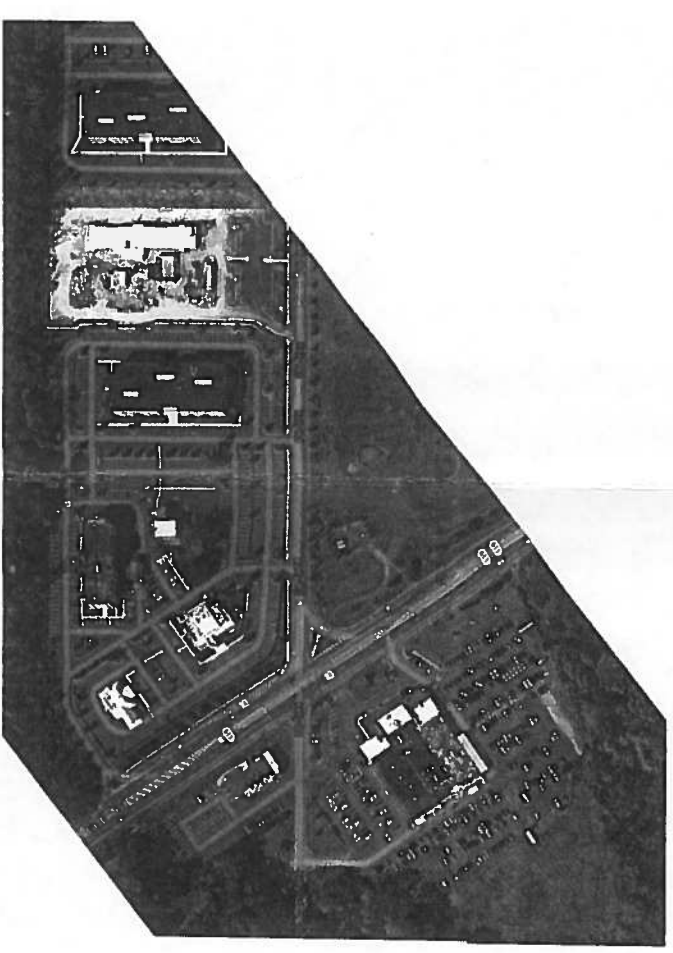
STONE MANOR CORPORATE CENTER
1574 EASTON ROAD WARRINGTON, PA

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1 ARCHITECTURAL SITE PLAN
 1" = 30'-0"



2 ARCHITECTURAL SITE PLAN
 1/8" = 1'-0"

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