

UPPER MERION TOWNSHIP BOARD OF SUPERVISORS
MAY 13, 2021 MEETING ~ 7:30 PM

AGENDA

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Meeting Minutes: January 4, 2021 – Reorganization Meeting
January 4, 2021 – Workshop Meeting
January 14, 2021 – Business Meeting
5. Chairman's Comments:
6. New Business:
 - A. Presentation by the Board of Community Assistance to Announce Award Recipients.
 - B. Conditional Use Hearing (continued) – Mancill Mill Road Company, 850 Mancill Mill Road. Application of the Mancill Mill Road Company, 850 Mancill Mill Rd seeking Conditional Use Approval, pursuant to Section 165-135, Use Regulations, of the Township Code to permit a Residential-Oriented Development (ROD) to be located on the SM-1 zoned property.
 - C. Public Hearing re: An Ordinance amending Chapter 165, LI Limited Industrial Districts to provide maximum height limitations and to permit restaurants
 - D. Proclamation Recognizing National Public Works Week (May 16 – 23, 2021)
 - E. JP Morgan Chase Bank Development Plan Presentation. 677 W. DeKalb St. Demolish existing 19,820 SF building and construct 2 buildings CL Commercial Limited, 1.03 acres
 - F. Consent Agenda re:
 1. Proposal to Provide Engineering Design Services – Crow Creek at Tannery Drive Streambank Stabilization to Remington & Vernick Engineers not to exceed \$19,510.00.
 2. Crow Creek Trail Project Contract Payment #6 in the amount of \$149, 850.00 to Kenney Excavating for work to date on the Crow Creek Trail Project.
 3. Acceptance of the following Traffic Signal Easements as part of the Top Golf Land Development Project:
 - Provco Pinegood Golph for First Avenue and Freedom Drive and North Gulph Road and Freedom Drive Intersections.

- American Baptist Churches/Brandywine Operating Partnerships for First Avenue and Freedom Drive and North Gulph Road and Freedom Drive Intersections.
- Valley Forge Colonial, LLC for the Valley Forge Casino and First Avenue intersection.

- G. Permission to Advertise Conditional Use Hearing – Renaissance Land Associates II, LP and Renaissance Land Associates III, LP, 2901 Renaissance Boulevard/2501 Renaissance Boulevard “Lot 4” Renaissance Boulevard. Conditional Use is required relating to building height.
- H. Permission to Advertise – Permission to advertise a proposed ordinance amending Chapter 157, Section 157-16 of the Township Code to establish parking restrictions on Jefferson Street from the Columbus St intersection 54’ in a northeasterly direction and from the Columbus St intersection 150’ in a southwesterly direction.
- I. Permission to Advertise– Permission to advertise a public hearing at the June 17, 2021 regular Business meeting on the following proposed ordinances:
- a proposed ordinance amending Chapter 165, Section 165-219 of the Township Code to provide regulations for Bed and Breakfast facilities.
 - A proposed ordinance amending Chapter 165, Section 165-61, of the Township Code to provide minimum tract size and density in the R3 Residential District.

7. Accounts Payable & Payrolls.
8. Additional Business.
9. Adjournment.

In order to comply with the Governor’s Order and Social Distancing recommendations, the Board of Supervisors will limit in-person attendance at the meeting. As an alternate to in-person attendance, the Board of Supervisors has established the use of the MyUMT Communications App on the Township’s website, www.umtownship.org to accommodate virtual public participation in the meeting. The meeting will be broadcast on Comcast Channel 22 and Verizon Channel 33, and streamed live on the Township’s website. Residents can register and use the MyUMT App or call in via telephone to (484) 636- 3930 to submit questions and comments during the meeting. For more information regarding participation options, please check the Township website.

In-person Meeting Guidance

All individuals attending a Township meeting shall be required to comply with the following:

1. Adhere to all CDC & PA Dept of Health COVID-19 Guidelines.
2. Masks are required to be worn at all times within a Township facility.
3. Practice Social Distancing
4. All attendees will be required to have a temperature check before admittance to a meeting room.
5. Due to occupancy limits of meeting rooms, attendees may be asked to wait outside a meeting room until there is available seating or called to enter the room by the meeting chairperson to discuss an agenda topic or participate in public comment.

UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PA

ORDINANCE NO. _____

AN ORDINANCE OF UPPER MERION TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING THE UPPER MERION TOWNSHIP ZONING ORDINANCE, CHAPTER 165, ARTICLE XXV, LI LIMITED INDUSTRIAL DISTRICTS, TO PROVIDE MAXIMUM HEIGHT LIMITATIONS AND TO PERMIT RESTAURANTS WITHIN THE LIMITED INDUSTRIAL "LI" DISTRICT

WHEREAS, the Board of Supervisors of Upper Merion Township, Montgomery County, Pennsylvania has enacted the Upper Merion Township Zoning Ordinance which contains inter alia, provisions governing residential and commercial zoning districts in Upper Merion Township; and

WHEREAS, the Board of Supervisors of Upper Merion Township desires to amend the Upper Merion Township Zoning Ordinance to facilitate, encourage and promote the development of life science, biotech and other valuable enterprises in the Limited Industrial "LI" Zoning District; and

WHEREAS, the Board of Supervisors of Upper Merion Township has determined that permitting such uses is in the best interest of the health, safety and welfare of the residents of Upper Merion township.

NOW THEREFORE, be it, and it is hereby ORDAINED by the Members of Board of Supervisors of Upper Merion Township, Montgomery County, Pennsylvania, and it is hereby ENACTED and ORDAINED by authority of same as follows:

I. Section 165-145. of the Upper Merion Township Zoning Ordinance is hereby amended by adding the following sentence to the end of the existing language: "For developments on lots, parcels or tracts of land containing at least 90 acres in the "LI" Zoning District, building

height may be increased to a maximum of 80 feet, provided that a) for every two feet of height in excess of 50 feet, there shall be added to each yard requirement one corresponding foot of width or depth; and b) no such building shall be in excess of six (6) floors.”

II. Section 165-144. J. of the Upper Merion Township Zoning Ordinance is hereby created which shall read as follows: “Restaurants shall be permitted on lots, parcels or tracts of land containing at least 50 acres in the “LP” Zoning District, not to exceed more than one restaurant per 15 acres.”

III. All provisions of the Upper Merion Township Zoning Ordinance not inconsistent herewith are declared to be in full force and effect. If any provision of the Upper Merion Township Zoning Ordinance is inconsistent with the provisions of this Ordinance, the provision of this Ordinance shall govern, and the Upper Merion Township Zoning Ordinance provision is hereby repealed to the extent of the inconsistency.

IV. The provisions of this Ordinance are declared to be severable. If any provision of this Ordinance is declared by a Court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Ordinance or on the provisions of the Upper Merion Township Zoning Ordinance.

V. This Ordinance shall take effect five (5) days after its enactment.

ENACTED and ORDAINED this _____ day of _____, 2021.

ATTEST:

Upper Merion Township
Board of Supervisors

Anthony T. Hamaday, Township Secretary

William Jenaway, Chairperson



National Public Works Week Proclamation

May 16 – 23, 2021

“Stronger Together”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of **Upper Merion Township**; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in **Upper Merion Township** to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, **William Jenaway, Chairperson**, do hereby designate the week May 16 – 22, 2021 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE at the Board of Supervisors’ Business Meeting this 13th day of May, 2021.

ATTEST:

BOARD OF SUPERVISORS:

**ANTHONY HAMADAY
TOWNSHIP MANAGER**

**WILLIAM JENAWAY
CHAIRPERSON**



March 01, 2021

Upper Merion Township, Montgomery County
Planning and Development
175 W. Valley Forge Road
King of Prussia PA, 19406

Attn: Robert M. Loeper, AICP, Township Planner

RE: Application for Subdivision and Land Development
JM Real Estate Holdings
677 W. DeKalb Pike
King of Prussia, PA 19406

Dear Mr. Loeper,

On behalf of JM Real Estate Holdings, LP, Core States Group is submitting the following items for consideration:

1. One (1) Signed Copy of the Upper Merion Township Application for Land Development Approval
2. One (1) \$1,750 Land Development Fee Check
3. One (1) \$4,500 Land Development Escrow Fund Check
4. Six (6) 24"x36" Copies of Preliminary / Final Land Development Plans
5. Three (3) Copies of Stormwater Management Report
6. Three (3) Copies of Erosion and Sediment Control Report
7. Three (3) Copies of Traffic Impact Study Report prepared by Traffic Planning & Design, Inc (TP&D)
8. Three (3) Copies of PennDOT Scoping Response Letter
9. Three (3) Copies of Township Traffic Engineer Response Letter
10. One (1) Digital CD of Traffic Impact Study Synchro Files

The proposed project includes redevelopment of the existing parcel at 677 W. DeKalb Pike, King of Prussia, PA 19406 including the demolition of the existing multi-story structure to construct two (2) new commercial one-story buildings. One tenant is to be JPMorgan Chase Bank, N.A. and the other tenant is to-be-determined commercial use. The property is proposed to include a remote drive-up ATM for the JPMorgan Chase Bank Branch, as well as associated site parking, landscaping, lighting, and utilities in accordance with Upper Merion Township Codes. Stormwater Management is also proposed to meet Upper Merion Township Codes and to satisfy the NPDES Permit requirements.

Two (2) waivers are being requested from Upper Merion Township's Codes:

1. §140B-13-B (b) [1] - Underground stormwater storage - underground stormwater storage is permitted in pipes or tanks but is not permitted in stone-filled underground storage pits.
 - Due to the site being located in a sinkhole prone area and site constraints a waiver is being requested to allow for storage volume of 40% void ratio to be modeled in the stone surrounding the pipes in both underground stormwater basins.
2. §145-24.1-E (2) (d) - Street trees - trees shall be planted at a rate of at least one tree per 40 linear feet of frontage or fraction thereof. Trees shall be distributed along the entire frontage of the property, although they need not be evenly spaced.
 - Due to existing and proposed underground and above ground utilities along the West DeKalb Pike frontage, three street trees are proposed along DeKalb Pike. A waiver is being requested for the remaining five street trees that are required.

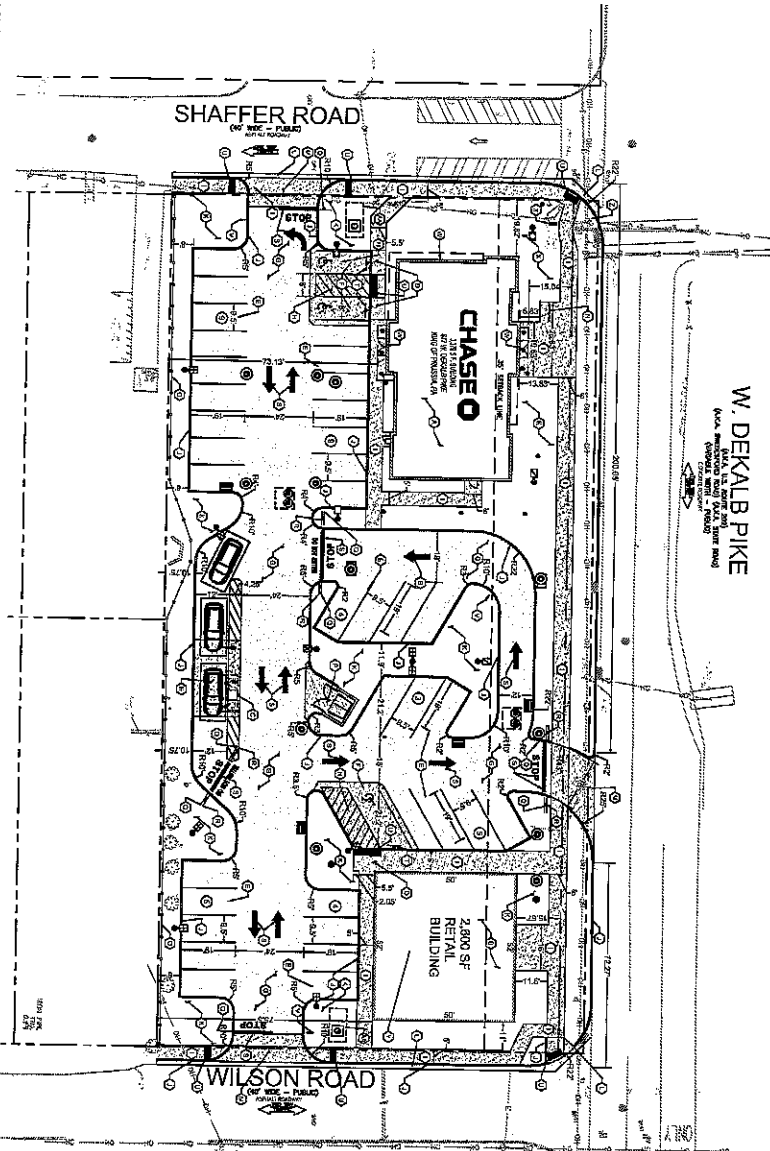
If you should have any questions or require additional information, please do not hesitate to contact me by phone at (267) 529-3660, or by email at FGreene@core-states.com

Sincerely,

Francis Greene, P.E.
Senior Project Manager



SHAFFER ROAD



W. DEKALB PIKE
 (W. Dekalb Pike - East of Park Lane Road)
 (W. Dekalb Pike - West of Park Lane Road)

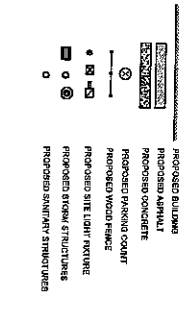
WILSON ROAD

CHASE
 4714 SQUARE FT.
 100' x 100' x 100' x 100'

2,800 SF
 RETAIL
 BUILDING

- SITE NOTES:**
- A. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - B. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - C. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - D. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - E. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - F. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - G. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - H. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - I. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - J. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - K. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - L. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - M. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - N. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - O. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - P. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - Q. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - R. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - S. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - T. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - U. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - V. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - W. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - X. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - Y. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.
 - Z. PROPOSED 24' X 36' CHASE MARK BULKHEAD. REFER TO MULTISCOPE PERMIT PLAN FOR DETAILS.

ALERT TO CONTRACTOR:
 PRIOR TO THE CONSTRUCTION OF THE STRUCTURE, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



PRE VS POST IMPERVIOUS COVERAGE

PRE-CONSTRUCTION	PERVIOUS	IMPERVIOUS	% IMPERVIOUS
15,287 S.F.	6,848 S.F.	35,417 S.F.	70.7%
15,287 S.F.	13,423 S.F.	62,935	

ZONING DATA
 (C) - LIMITED COMMERCIAL ZONE

USE	EXISTING	PROPOSED
MIN. FRONT YARD SETBACK	35' MAX	10'
MIN. SIDE YARD SETBACK	10' MIN	10'
MIN. REAR YARD SETBACK	25' MIN	10'
BUILDING HEIGHT	35' MAX	30' 0"
BUILDING COVERAGE %	30% MAX	11.3%
GREEN AREA %	20% MIN	21.3% PRE-EXISTING 10% MIN CONFORMANCE
		32.2%

PARKING SUMMARY TABLE

STANDARD	ADA	TOTAL
REQUIRED PARKING SPACES FOR A BANK & SERVICE CENTER (100 SPACES = 12 SPACES) REQUIRED PARKING SPACES FOR GENERAL RETAIL (4.5 SPACES / 1,000 SF = 4.5 SPACES * 62,935 SF = 283 SPACES)	18	17
TOTAL PARKING REQUIRED	11	12
PROPOSED PARKING SPACES	27	29
	34	33

ENGINEER SEAL
SIGNATURE
DATE

PRELIMINARY FINAL LAND DEVELOPMENT PLAN FOR JM REAL ESTATE
 SITE LOCATION
 677 W. DEKALB PIKE
 KING OF PRUSSIA, PA
 19406

JM REAL ESTATE HOLDINGS, L.P.

CORE STATES GROUP
 301 S. Main Avenue, Suite 300
 Ardrey, PA 19002
 Phone: (215) 892-2122
 Fax: (215) 892-2122
 E-mail: core@core-states.com

C4



REMINGTON
& VERNICK
ENGINEERS

922 Fayette Street
Conshohocken, PA 19428
O: (610) 940-1050
F: (610) 940-1161

April 8, 2021

Mr. Geoff Hickman
Director of Public Works
Upper Merion Township
175 West Valley Forge Road
King of Prussia, PA 19406

**Re: Proposal to Provide Engineering Design Services
Crow Creek at Tannery Drive Streambank Stabilization**

Dear Geoff:

Remington & Vernick Engineers (RVE) is pleased to submit this proposal for engineering design services for the Crow Creek at Tannery Drive Streambank Stabilization project. RVE understands that the streambank adjacent to the Tannery Drive culvert is eroding and need of stabilization measures.

Project Background

The streambank along Crow Creek north of the Tannery Drive culvert is eroding. The Township has performed maintenance activities over the years including placement of riprap and boulders, which have since failed due to large storm events. In 2014, RVE performed design and permitting services for a project to construct a stone retaining wall along the streambank. The work was never constructed due to changing PADEP regulations and funding restrictions.

Since that time, the erosion has continued to impact the streambank and culvert. RVE, along with Township Staff, performed a site visit in December 2020. RVE subsequently provided the Township with a preliminary cost estimate to implement natural looking stabilization measures including boulders and riprap.

RVE understands that the Township desires to implement these measures and that the Township Public Works Department will be constructing the repairs. Rehabilitation work will be limited to the culvert area and the Township easement areas.

Work Included

Phase 01: Survey

The survey phase includes one (1) day of supplemental topographic survey with the understanding that a base plan will be generated from the original design drawings. The supplemental survey information will be added to the base plan as necessary to reflect the existing conditions.

Phase 02: Engineering Design

The engineering design phase includes preparation of construction drawings and technical specifications suitable for the Township Public Works Department to perform the construction of the maintenance repairs. Design documents will include construction plans, technical specification sections, and a construction cost estimate.

Phase 03: Permitting

RVE will prepare applications to obtain a PADEP General Permit 11 for Maintenance, Testing, Repair, Rehabilitation, or Replacement of Water Obstructions and Encroachments, and a letter of adequacy from the Montgomery County Conservation District.

Phase 04: Reimbursements

To conduct some of the tasks mentioned above, RVE will be reimbursed for mileage, tolls, and expenses for site visits, as necessary.

Exclusions

The not-to-exceed fees quoted herein are inclusive of all work necessary to facilitate project design and construction. The following services are specifically excluded from the lump sum fees quoted herein:

1. Application fees to regulatory authorities.
2. Bidding Services.
3. Construction Administration and Inspection.
4. Property acquisition documentation and legal descriptions.
5. MS4 permit coordination and/or pollutant load calculations.

Cost of Services

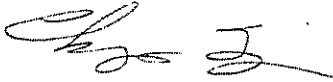
Our total fee for providing the engineering services described above is the Not-to-Exceed amount of **\$19,510.00**. The total Not-to-Exceed price will not be adjusted without the prior written approval of the Township for the additional costs associated with a specific change in the scope of services.

A man-hour breakdown can be provided for your information. A man-hour breakdown is an estimate of the resources (including their hourly rates) and time required to perform each task outlined in the proposal. RVE does reserve the right to re-allocate man-hours between in-scope tasks, as necessary to provide the required deliverables.

We thank you for the opportunity to support this project and look forward to working with the Township once again. Should you have any questions or require any additional information, please do not hesitate to contact our office at (610) 940-1050.

Very truly yours,

Remington & Vernick Engineers



Christopher J. Fazio, P.E., C.M.E.
Executive Vice President

cc: Anthony Hamaday, Township Manager
Owen Hyne, P.E., C.E.A., Senior Associate
Leanna M. Colubriale, P.E., CFM
Sharon Marrazzo, Project Analyst

Authorized by:

Geoff Hickman, Director of Public Works

Date



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

May 6, 2021

DELIVERED VIA EMAIL

Project No. 1808014K

Dan Russell, Director of Parks and Recreation
Upper Merion Township
175 W. Valley Forge Road
King of Prussia, PA 19406

RE: Crow Creek Trail – Application for Payment #6

Dear Mr. Russell:

We have reviewed Application for Payment #6 for the Crow Creek Trail project as submitted by James R. Kenney Excavating & Paving, Inc. (see attached).

James R. Kenney Excavating & Paving, Inc. requested payment for a total of \$166,550.00 of work completed in the period for Payment Application #6. We are in agreement with the quantities of work as submitted by James R. Kenney Excavating & Paving, Inc. Therefore, we recommend the payment of \$149,850.00 and withholding retainage in the amount of \$16,655.00. The Balance to Finish (which includes retainage) is \$925,545.25.

The Total Work completed through Payment Application #6 is \$954,227.50, which corresponds to 53.5% completion of the total contract.

Please note that soft/weak subgrade soil conditions have been experienced during the project in a greater quantity than anticipated, which is due to the flooded conditions and high soil moisture content. Replacement of unsuitable subgrade material is a unit rate item. Our construction observer has tracked the quantities of unsuitable subgrade replacement performed by the Contractor. Currently, the quantity of unsuitable subgrade replacement exceeds the estimated quantity per the bid. Therefore, while a Change Order to adjust the Contract Price is not required immediately since current payments do not exceed the Contract Price, a Change Order to adjust final quantities and cost will likely be necessary. The Township should be aware that since the project is about 53.5% complete, it is anticipated that there will be additional costs for unsuitable subgrade replacement during the course of the project, making it likely that the Contract Price will need to be increased accordingly by a Change Order. The total quantity of unsuitable subgrade replacement cannot be predicted since it depends on actual weather and soil conditions experienced during construction, but the quantities will be tracked and reported to the Township on a monthly basis at minimum. The current payment application did not include any additional unsuitable subgrade replacement.

Additionally, the following additional cost items were completed by the contractor this month. Similar to the unsuitable subgrade issue described above, a Change Order will be necessary to formalize the additional costs as an increase to the Contract Price. The expected maximum cost for each item is shown in parentheses after the description:

BUILDING ON A FOUNDATION OF EXCELLENCE

119 East Linden Street | Kennett Square, PA 19348
Phone: 610-444-9006 | Fax: 610-444-7292
www.gilmore-assoc.com

Trail Segment 1F (Between Upper Merion Community Center and Keebler Road)

1. Install scour protection around South Bridge abutments (\$12,000 add)
2. Relocate existing storm pipe determined to be in conflict with bridge abutment (\$8,500 add)
3. Extend existing storm pipe near Sta. 18+69 to bottom of new embankment (\$7,650 add)
4. Delete manhole MH 1F.2 and approximately 50LF of 36" storm pipe (\$4,300 credit)

Trail Segment 2B (Between Covered Bridge Road and Sweetbriar Park)

1. Install scour protection around North Bridge abutments (\$14,800 add)

Please do not hesitate to contact me should you have any questions.

Sincerely,



Ross A. Bickhart, PE
Project Manager
Gilmore & Associates, Inc.

cc: Anthony Hamaday, Upper Merion Township Manager
Geoff Hickman, Upper Merion Township, Director of Public Works
Christopher D. Burkett, PE, RLA, Gilmore & Associates, Inc.

Contractor's Application for Payment

Owner: UPPER MERION TOWNSHIP	Owner's Project No.: UMT-01-20
Engineer: GILMORE & ASSOCIATES, INC.	Engineer's Project No.: 1808014K
Contractor: JAMES R. KENNEY EXCAVATING & PAVING	Contractor's Project No.:
Project: CROW CREEK TRAIL	
Contract: CROW CREEK TRAIL	

Application No.: 6 **Application Date:** 5/3/2021
Application Period: From 4/1/2021 to 4/30/2021

1. Original Contract Price	\$	1,784,350.00
2. Net change by Change Orders	\$	
3. Current Contract Price (Line 1 + Line 2)	\$	1,784,350.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	954,227.50
5. Retainage		
a. <u>10%</u> X \$ 954,227.50 Work Completed =	\$	95,422.75
b. <u>10%</u> X \$ - Stored Materials =	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	95,422.75
6. Amount eligible to date (Line 4 - Line 5.c)	\$	858,804.75
7. Less previous payments (Line 6 from prior application)	\$	708,909.75
8. Amount due this application	\$	149,895.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	925,545.25


Contractor's Certification

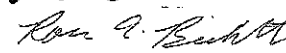
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: JAMES R. KENNEY EXCAVATING & PAVING, INC.
Signature:  **Date:** 5/3/2021

Recommended by Engineer	Approved by Owner
By: 	By: _____
Title: Project Manager	Title: _____
Date: 5/6/21	Date: _____

~~**Approved by Funding Agency**~~

By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: UPPER MERION TOWNSHIP
 Engineer: GILMORE & ASSOCIATES, INC.
 Contractor: JAMES R. KENNEY EXCAVATING & PAVING INC.
 Project: CROW CREEK TRAIL
 Contract: CROW CREEK TRAIL

Owner's Project No.: UMT-01-20
 Engineer's Project No.: 1808014K
 Contractor's Project No.: JRK 3B 3A 2B 1F 1A

Application No.: 6 Application Period: From 04/01/21 to 04/30/21 Application Date: 05/03/21

Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D+E+F) (\$)	% of Scheduled Value (G/C) (%)	Balance to Finish (C-G) (\$)
			(D+E) from Previous Application (\$)	This Period (\$)				
Original Contract								
3B.1	CLEARING AND GRUBBING AND DEMOLITION	8,500.00	8,500.00	-	-	8,500.00	100%	-
3B.2	EROSION AND SEDIMENT CONTROL	4,000.00	4,000.00	-	-	4,000.00	100%	-
3B.3	INFILTRATION BASIN 3B.1	12,000.00	10,800.00	-	-	10,800.00	90%	1,200.00
3B.4	INFILTRATION BASIN 3B.2	11,000.00	9,900.00	-	-	9,900.00	90%	1,100.00
3B.5	STORM SEWER PIPING AND STRUCTURES	9,500.00	9,500.00	-	-	9,500.00	100%	-
3B.6	EARTHWORK	9,500.00	9,500.00	-	-	9,500.00	100%	-
3B.7	TRAIL PAVING	34,300.00	34,300.00	-	-	34,300.00	100%	-
3B.8	PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION	5,000.00	5,000.00	-	-	5,000.00	100%	-
3B.9	MAINTENANCE AND PROTECTION OF TRAFFIC	4,500.00	4,500.00	-	-	4,500.00	100%	-
3B.10	CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT	4,000.00	3,600.00	-	-	3,600.00	90%	400.00
3B.11	UNPAVED GROUND RESTORATION	5,000.00	5,000.00	-	-	5,000.00	100%	-
3B.12	ABRAMS ROAD (SR3029) CROSSWALK AND CURB RAMPS	12,000.00	10,000.00	-	-	10,000.00	83%	2,000.00
3B.13	BALANCE OF WORK	6,500.00	6,500.00	-	-	6,500.00	100%	-
3A.1	CLEARING AND GRUBBING AND DEMOLITION	11,000.00	9,350.00	-	-	9,350.00	85%	1,650.00
3A.2	EROSION AND SEDIMENT CONTROL	8,500.00	7,650.00	-	-	7,650.00	90%	850.00
3A.3	STORM SEWER PIPING AND STRUCTURES	14,000.00	14,000.00	-	-	14,000.00	100%	-
3A.4	EARTHWORK	12,000.00	10,800.00	-	-	10,800.00	90%	1,200.00
3A.5	TRAIL PAVING	60,000.00	18,850.00	-	-	18,850.00	31%	41,150.00
3A.6	PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION	8,000.00	-	-	-	-	0%	8,000.00
3A.7	FENCES	5,000.00	4,475.00	-	-	4,475.00	90%	525.00
3A.8	MAINTENANCE AND PROTECTION OF TRAFFIC	4,500.00	1,125.00	-	-	1,125.00	25%	3,375.00
3A.9	CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT DRAWINGS	7,500.00	5,625.00	-	-	5,625.00	75%	1,875.00
3A.10	UNPAVED GROUND RESTORATION	20,000.00	10,000.00	-	-	10,000.00	50%	10,000.00
3A.11	TIMBER PEDESTRIAN BRIDGE	28,000.00	-	-	-	-	0%	28,000.00
3A.12	BEIDLER ROAD CURB RAMPS	8,000.00	-	-	-	-	0%	8,000.00
3A.13	BALANCE OF WORK	7,500.00	3,750.00	-	-	3,750.00	50%	3,750.00
2B.1	CLEARING AND GRUBBING AND DEMOLITION	8,500.00	7,650.00	-	-	7,650.00	90%	850.00
2B.2	EROSION AND SEDIMENT CONTROL	18,000.00	16,000.00	-	-	16,000.00	89%	2,000.00
2B.3	EARTHWORK	25,000.00	12,500.00	10,000.00	-	22,500.00	90%	2,500.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: UPPER MERION TOWNSHIP
 Engineer: GILMORE & ASSOCIATES, INC.
 Contractor: JAMES R. KENNEY EXCAVATING & PAVING INC.
 Project: CROW CREEK TRAIL
 Contract: CROW CREEK TRAIL

Owner's Project No.: UMT-01-20
 Engineer's Project No.: 1808014K
 Contractor's Project No.: JRK 3B 3A 2B 1F 1A

Application No.: 6 Application Period: From 04/01/21 to 04/30/21 Application Date: 05/03/21

Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) from Previous Application (\$)	This Period (\$)				
2B.4	TRAIL PAVING	135,800.00	48,000.00	-	-	48,000.00	35%	87,800.00
2B.5	PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION	12,000.00	-	-	-	-	0%	12,000.00
2B.6	FENCES	5,000.00	-	-	-	-	0%	5,000.00
2B.7	MAINTENANCE AND PROTECTION OF TRAFFIC	5,000.00	1,250.00	-	-	1,250.00	25%	3,750.00
2B.8	CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT DRAWINGS	7,500.00	3,750.00	-	-	3,750.00	50%	3,750.00
2B.9	UNPAVED GROUND RESTORATION	18,000.00	10,800.00	-	-	10,800.00	60%	7,200.00
2B.10	INSTALL STEEL PEDESTRIAN BRIDGE AND PRECAST CONCRETE ABUTMENTS (NORTH BRIDGE)	40,000.00	-	30,000.00	-	30,000.00	75%	10,000.00
2B.11	CONSTRUCTION HAUL ROAD	50,000.00	40,000.00	10,000.00	-	50,000.00	100%	-
2B.12	RETAINING WALLS	52,500.00	-	-	-	-	0%	52,500.00
2B.13	COVERED BRIDGE ROAD ROADWAY AND SIDEWALK IMPROVEMENTS	12,000.00	-	-	-	-	0%	12,000.00
2B.14	TEMPORARY STREAM CROSSING	11,000.00	9,900.00	-	-	9,900.00	90%	1,100.00
2B.15	BALANCE OF WORK SOUTH SIDE OF NORTH BRIDGE 30 SY 36" R-7 (\$7400) NORTH SIDE OF NORTH BRIDGE 30 SY 36" R-7 (\$7400)	8,500.00	4,250.00	14,800.00	-	19,050.00	224%	(10,550.00)
1F.1	CLEARING AND GRUBBING AND DEMOLITION	18,000.00	18,000.00	-	-	18,000.00	100%	-
1F.2	EROSION AND SEDIMENT CONTROL	15,000.00	12,900.00	-	-	12,900.00	86%	2,100.00
1F.3	INFILTRATION BED 1F.1	25,000.00	25,000.00	-	-	25,000.00	100%	-
1F.4	INFILTRATION BED 1F.2	22,000.00	22,000.00	-	-	22,000.00	100%	-
1F.5	INFILTRATION BED 1F.3	23,000.00	20,000.00	3,000.00	-	23,000.00	100%	-
1F.6	STORM SEWER PIPING AND STRUCTURES	56,000.00	56,000.00	-	-	56,000.00	100%	-
1F.7	EARTHWORK	17,500.00	14,050.00	-	-	14,050.00	80%	3,450.00
1F.8	TRAIL PAVING	124,150.00	22,600.00	-	-	22,600.00	18%	101,550.00
1F.9	PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION	15,000.00	-	-	-	-	0%	15,000.00
1F.10	FENCES	7,500.00	-	-	-	-	0%	7,500.00
1F.11	MAINTENANCE AND PROTECTION OF TRAFFIC	5,000.00	-	-	-	-	0%	5,000.00
1F.12	CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT DRAWINGS	8,550.00	4,275.00	-	-	4,275.00	50%	4,275.00
1F.13	UNPAVED GROUND RESTORATION	12,000.00	-	2,500.00	-	2,500.00	21%	9,500.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: UPPER MERION TOWNSHIP
 Engineer: GILMORE & ASSOCIATES, INC.
 Contractor: JAMES R. KENNEY EXCAVATING & PAVING INC.
 Project: CROW CREEK TRAIL
 Contract: CROW CREEK TRAIL

Owner's Project No.: UMT-01-20
 Engineer's Project No.: 1808014K
 Contractor's Project No.: JRK 3B 3A 2B 1F 1A

Application No.: 6 Application Period: From 04/01/21 to 04/30/21 Application Date: 05/03/21

Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (Not in D or E) (\$)	Work Completed and Material Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
1F.14	INSTALL STEEL PEDESTRIAN BRIDGE AND PRECAST CONCRETE ABUTMENTS (SOUTH BRIDGE)	40,000.00		40,000.00		40,000.00	100%	
1F.15	CONSTRUCTION HAUL ROAD	25,000.00	18,750.00	6,250.00		25,000.00	100%	
1F.16	RETAINING WALLS	154,000.00					0%	154,000.00
1F.17	KEEBLER ROAD FLASHING BEACON AND ROADWAY AND SIDEWALK IMPROVEMENTS	90,000.00					0%	90,000.00
1F.18	BALANCE OF WORK PROPOSAL 11-738 & CMP REMOVAL	8,000.00		23,250.00		23,250.00	291%	(15,250.00)
	SOUTH SIDE OF SOUTH BRIDGE R-7 (\$3600) & NORTH SIDE OF SOUTH BRIDGE R-7 (\$8400) REDUCTION \$4300 FOR NOT INSTALLING MANHOLE AND ADDITIONAL 36" HDPE.							
1A.1	CLEARING AND GRUBBING AND DEMOLITION	18,000.00	5,400.00			5,400.00	30%	12,600.00
1A.2	EROSION AND SEDIMENT CONTROL	12,000.00	6,000.00			6,000.00	50%	6,000.00
1A.3	INFILTRATION BED 1A	45,000.00	45,000.00			45,000.00	100%	
1A.4	STORM SEWER PIPING AND STRUCTURES	25,000.00	21,000.00	4,000.00		25,000.00	100%	
1A.5	EARTHWORK	12,000.00	10,755.00			10,755.00	90%	1,245.00
1A.6	TRAIL PAVING	96,050.00		19,000.00		19,000.00	20%	77,050.00
1A.7	PAVEMENT, CURB, DRIVEWAY, AND SIDEWALK RESTORATION	5,000.00					0%	5,000.00
1A.8	FENCES	2,000.00		2,000.00		2,000.00	100%	
1A.9	MAINTENANCE AND PROTECTION OF TRAFFIC	2,000.00		1,000.00		1,000.00	50%	1,000.00
1A.10	CONSTRUCTION SURVEY / STAKEOUT AND AS-BUILT	6,500.00	3,250.00			3,250.00	50%	3,250.00
1A.11	UNPAVED GROUND RESTORATION	7,500.00		750.00		750.00	10%	6,750.00
1A.12	TIMBER PEDESTRIAN BRIDGE	28,000.00					0%	28,000.00
1A.13	BALANCE OF WORK	6,000.00	6,000.00			6,000.00	100%	
1 BASE	MOBILIZATION / DEMOBILIZATION	25,000.00	7,000.00			7,000.00	28%	18,000.00
2 BASE	STATES ALLOWANCE FOR ADDITIONAL WORK OVER AND ABOVE THAT REQUIRED BY THE CONTRACT DOCUMENTS AS AUTHORIZED BY THE OWNER IN WRITING AND NOT TO EXCEED OF \$50,000	50,000.00	8,472.50			8,472.50	17%	41,527.50
3 BASE	UNSUITABLE SUBGRADE MATERIALS	20,000.00	100,400.00			100,400.00	502%	(80,400.00)
4 BASE	REGULATED SOIL MATERIALS	30,000.00					0%	30,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: UPPER MERION TOWNSHIP
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 Contractor: JAMES R. KENNEY EXCAVATING & PAVING INC.
 Project: CROW CREEK TRAIL
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Owner's Project No.: UMT-01-20
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Application No.: <u>6</u>		Application Period: From <u>04/01/21</u> to <u>04/30/21</u>		Application Date: <u>05/03/21</u>				
A	B	C	D		E	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
Original Contract Totals		\$ 1,784,350.00	\$ 787,677.50	\$ 166,550.00	\$	\$ 954,227.50	53%	\$ 830,122.50

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: UPPER MERION TOWNSHIP
 Engineer: GILMORE & ASSOCIATES, INC.
 Contractor: JAMES R. KENNEY EXCAVATING & PAVING INC.
 Project: CROW CREEK TRAIL
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Application No.: <u>6</u>		Application Period: From <u>04/01/21</u> to <u>04/30/21</u>		Application Date: <u>05/03/21</u>				
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	(D - E) From Previous Application (\$)	This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C)	Balance to Finish (C - G) (\$)
			Change Orders					
Change Order Totals		\$	\$	\$	\$	\$		\$
Original Contract and Change Orders								
Project Totals		\$ 1,784,350.00	\$ 787,677.50	\$ 166,550.00	\$	\$ 954,227.50	53%	\$ 830,122.50

PREPARED BY & RETURN TO:
Riley Riper Hollin & Colagreco
Attn.: Jeffrey T. Cronin, Esquire
717 Constitution Drive, Suite 201
P.O. Box 1265
Exton, PA 19341

Parcel No.: 58-00-04297-00-1

TRAFFIC SIGNAL EASEMENT AGREEMENT

THIS TRAFFIC SIGNAL EASEMENT AGREEMENT ("Agreement") is made this 20th day of October, 2020, by and between PROVCO PINEGOOD GOLPH, LLC, a Pennsylvania limited liability company ("Grantor"); and UPPER MERION TOWNSHIP, a Pennsylvania township of the second class ("Grantee").

WHEREAS, Grantor is the owner of real property on the eastern side of Gulph Road with an address of 588 N. Gulph Road, King of Prussia, Upper Merion Township, Pennsylvania 19406 pursuant to a Deed recorded in the Office of the Montgomery County Recorder of Deeds in Deed Book 6178, Page 1387 which is identified as Parcel No. 58-00-04297-00-1 (the "Property"); and

WHEREAS, Grantor has agreed to grant and convey to Grantee an easement for the installation and maintenance of traffic signal equipment on the Property in the areas identified as "Traffic Signal Easement Area" on the plans entitled "TRAFFIC SIGNAL EASEMENT – PROVCO PINEGOOD GOLPH, LLC" prepared by Traffic Planning and Design, Inc. dated June 2, 2020, which plans are attached hereto as Exhibit "A-1" and Exhibit "A-2" and made a part hereof, and which are further described in Exhibits "B-1" and "B-2" attached hereto and made a part hereof ("Traffic Signal Easement Areas"); and

WHEREAS, Grantee has agreed to accept said traffic signal easement subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Easement. Grantor hereby declares, grants, conveys and confirms unto Grantee a permanent, non-exclusive right, privilege and easement on, over, under, across and through the Traffic Signal Easement Areas to access, construct, install, repair, replace, operate and maintain traffic signal devices and other equipment or fixtures necessary or related thereto, including without limitation traffic signal poles, mast arms, signage, emergency preemption equipment, cameras, control boxes, wires, cables, conduits and timing devices (collectively, "Traffic Signal Facilities"). Grantor hereby reserves the right to use the Traffic Signal Easement Areas for

ingress, egress and regress, paving, landscaping, curbs, utilities and any other use permitted by Grantee, provided that Grantor shall not use the Traffic Signal Easement Areas in any manner which interferes with, obstructs, impairs or damages the Traffic Signal Facilities or the required sight distance at the intersection where the traffic signal is located.

2. Obligation to Restore. Grantee shall perform all work, activities and operations on or about the Property in a good and workmanlike manner consistent with sound engineering and construction practices. Upon the completion of any work by Grantee pursuant to this Agreement, including but not limited to the installation, construction, repair or replacement of some or all of the Traffic Signal Facilities, Grantee shall restore any part of the Traffic Signal Easement Areas and the Property disturbed as nearly as practicable to the same condition as existed prior to disturbance at its sole cost and expense.

3. Binding Effect. This Agreement shall binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

4. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.


SIGNATURE PAGE FOLLOWS

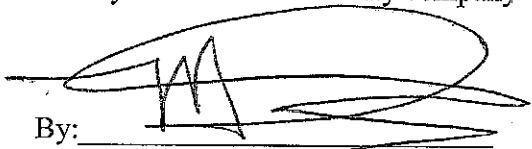
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this instrument to be executed as of the day and year first above written.

GRANTOR:

PROVCO PINEGOOD GOLPH, LLC, a
Pennsylvania limited liability company

Attest:

By: 
Name: Joy Caldwell
Title:


By: _____
Name: Michael Cooley
Title: vice president

GRANTEE:

UPPER MERION TOWNSHIP

Attest:

By: _____
Name:
Title:

By: _____
Name:
Title:

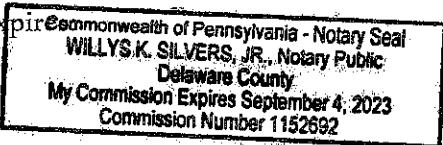
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) *Delaware*) ss.
COUNTY OF MONTGOMERY)

On the day of *October 20*, 2020, before me, a Notary Public in and for the above County and State, personally appeared *Michael Cordy*, who acknowledged him/herself to be the *Vice President* of PROVCO PINEGOOD GOLPH, LLC, a Pennsylvania limited liability company, and that s/he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Willys K. Silvers, Jr.
Notary Public

My Commission Expires 

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF MONTGOMERY)

On the day of _____, 2020, before me, a Notary Public in and for the above County and State, personally appeared _____, who acknowledged him/herself to be the _____ of UPPER MERION TOWNSHIP, a Pennsylvania township of the second class, and that s/he as such partner executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Notary Public

My Commission Expires:

EXHIBIT "A-1"

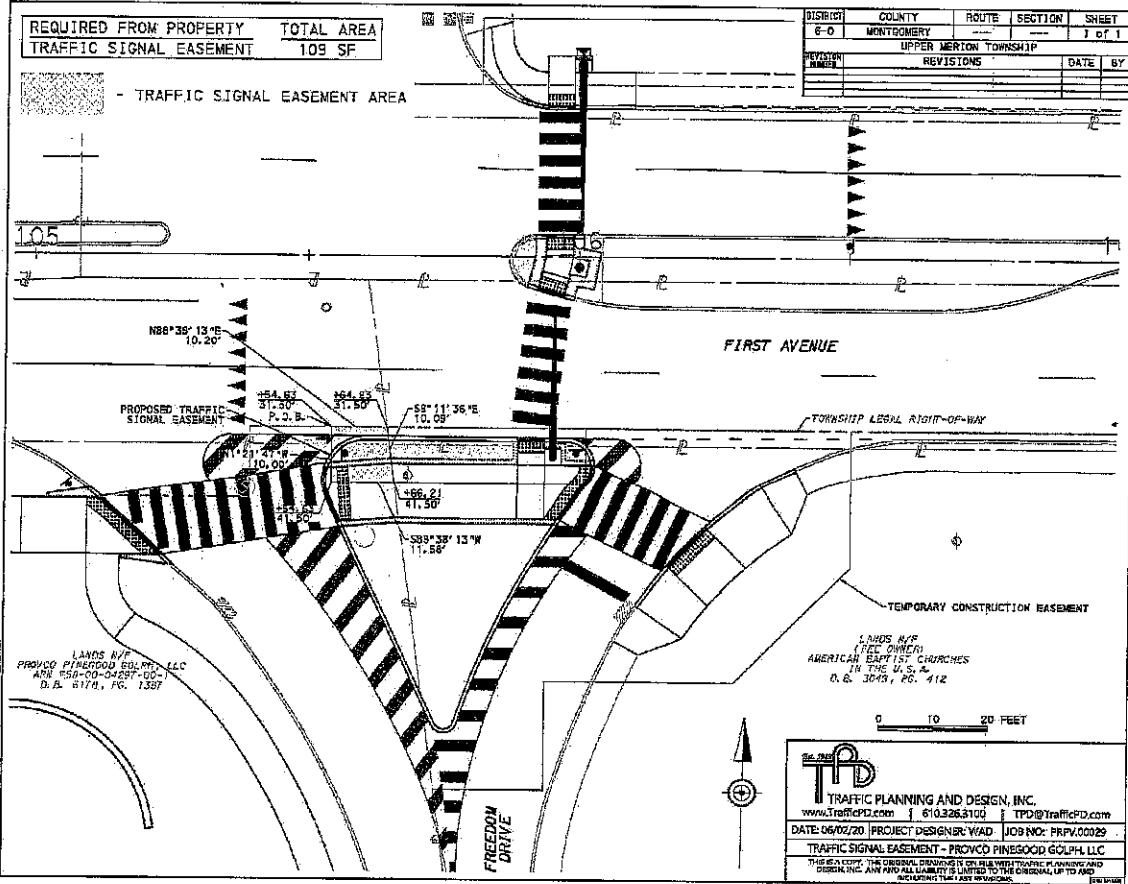
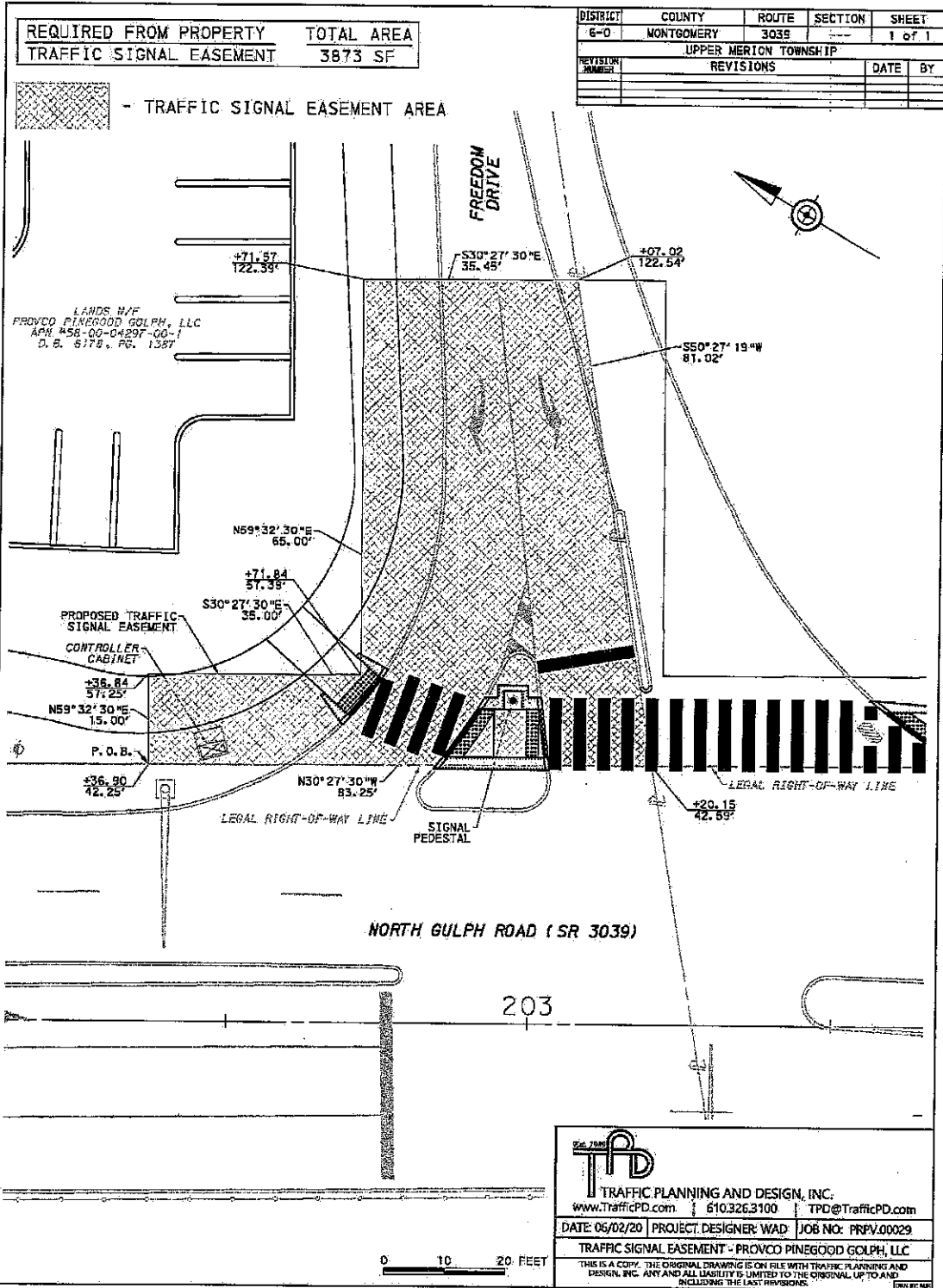


EXHIBIT "A-2"



REQUIRED FROM PROPERTY	TOTAL AREA
TRAFFIC SIGNAL EASEMENT	3873 SF

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	3039		1 of 1
UPPER MERION TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	

P:\1170-116 US EPA Traffic Signal\1162143.1\1162143.1.dwg - 6/11/20 - 10:48:53 PM - 1162143.1.dwg - 1162143.1.dwg
 P:\1170-116 US EPA Traffic Signal\1162143.1\1162143.1.dwg - 6/11/20 - 10:48:53 PM - 1162143.1.dwg - 1162143.1.dwg
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 P:\1170-116 US EPA Traffic Signal\1162143.1\1162143.1.dwg - 6/11/20 - 10:48:53 PM - 1162143.1.dwg - 1162143.1.dwg



TRAFFIC PLANNING AND DESIGN, INC.
 www.TrafficPD.com | 610.326.3100 | TPD@TrafficPD.com

DATE: 06/02/20	PROJECT DESIGNER: WAD	JOB NO: PRPV.00029
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TRAFFIC SIGNAL EASEMENT - PROVCO PINEGOOD GOLPH, LLC

THIS IS A COPY. THE ORIGINAL DRAWING IS ON FILE WITH TRAFFIC PLANNING AND DESIGN, INC. ANY AND ALL LIABILITY IS LIMITED TO THE ORIGINAL UP TO AND INCLUDING THE LAST REVISIONS.



EXHIBIT "B-1"



CONTROL POINT ASSOCIATES, INC. traditional methods | modern approaches

New Britain Corporate Center 1600 Manor Drive, Suite 210 Chalfont, PA 18914 Tel: 215.712.9800 cpasurvey.com

JULY 16, 2020 02-170094-01

METES AND BOUNDS DESCRIPTION TRAFFIC SIGNAL EASEMENT PART OF APN #58-00-04297-00-1 BLOCK 28, UNIT 8 LANDS NOW OR FORMERLY PROVCO PINEGOOD GOLPH, LLC UPPER MERION TOWNSHIP, MONTGOMERY COUNTY COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF FIRST AVENUE (A.K.A. 1ST AVENUE, VARIABLE WIDTH RIGHT-OF-WAY) SAID POINT BEING 31.50 FEET RIGHT OF STATION 105+64.83 AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE DIVIDING LINE BETWEEN BLOCK 28, UNIT 2, LANDS NOW OR FORMERLY AMERICAN BAPTIST CHURCHES IN THE U.S.A. AND BLOCK 28, UNIT 8, LANDS NOW OR FORMERLY PROVCO PINEGOOD GOLPH, LLC, SOUTH 09 DEGREES - 11 MINUTES - 36 SECONDS EAST, A DISTANCE OF 10.09 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH BLOCK 28, UNIT 8;

- 2. SOUTH 88 DEGREES - 38 MINUTES - 13 SECONDS WEST, A DISTANCE OF 11.58 FEET TO A POINT, THENCE;
3. NORTH 01 DEGREES - 21 MINUTES - 47 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF FIRST AVENUE, THENCE;
4. ALONG THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF FIRST AVENUE, NORTH 88 DEGREES - 38 MINUTES - 13 SECONDS EAST, A DISTANCE OF 10.20 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 109 SQUARE FEET OR 0.002 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "TRAFFIC SIGNAL EASEMENT - PROVCO PINEGOOD GOLPH, LLC", PREPARED BY TRAFFIC PLANNING AND DESIGN, INC., DATED 6/02/2020, JOB NO. PRV.00029, SHEET 1 OF 1.

CONTROL POINT ASSOCIATES, INC.

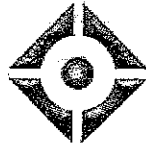
JAMES R. WILSON, P.E., P.L.S. 7/16/2020
JAMES WILSON, P.L.S. DATE
COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL LAND SURVEYOR # SU075233

S:\Surveys\17\02-170094-BE1-TopHalf-King of Prussia, Montgomery Co., PA-JAA\02-170094-01-BE1-AN-KOP Mont Co, PA\02\16-2020\148_TSE-BLOCK 28, UNIT 8.docx
PREPARED BY: JAA REVIEWED BY: JRA

Evolution of Land Surveying

Professional Land Surveying, Geospatial, and Consulting Services

EXHIBIT "B-2"



CONTROL POINT ASSOCIATES, INC. traditional methods | modern approaches

New Britain Corporate Center 1600 Manor Drive, Suite 210 Chalfont, PA 18914 Tel: 215.712.9800 cpasurvey.com

JULY 16, 2020 02-170094-01

METES AND BOUNDS DESCRIPTION TRAFFIC SIGNAL EASEMENT PART OF APN #58-00-04297-00-1 BLOCK 28, UNIT 8 LANDS NOW OR FORMERLY PROVCO PINEGOOD GOLPH, LLC UPPER MERION TOWNSHIP, MONTGOMERY COUNTY COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF NORTH GULPH ROAD (A.K.A. S.R. 3039, L.R. 201, PENNSYLVANIA STATE HIGHWAY 363, F.K.A. COUNTY LINE ROAD, VARIABLE LEGAL WIDTH RIGHT-OF-WAY) SAID POINT BEING 42.25 FEET LEFT OF STATION 202+36.90 AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH BLOCK 28, UNIT 8:

- 1. NORTH 59 DEGREES - 32 MINUTES - 30 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT, THENCE;
2. SOUTH 30 DEGREES - 27 MINUTES - 30 SECONDS EAST, A DISTANCE OF 35.00 FEET TO A POINT, THENCE;
3. NORTH 59 DEGREES - 32 MINUTES - 30 SECONDS EAST, A DISTANCE OF 65.00 FEET TO A POINT, THENCE;
4. SOUTH 30 DEGREES - 27 MINUTES - 30 SECONDS EAST, A DISTANCE OF 35.45 FEET TO A POINT, THENCE;
5. ALONG THE DIVIDING LINE BETWEEN BLOCK 28, UNIT 2, LANDS NOW OR FORMERLY AMERICAN BAPTIST CHURCHES IN THE U.S.A. AND BLOCK 28, UNIT 8, LANDS NOW OR FORMERLY PROVCO PINEGOOD GOLPH, LLC, SOUTH 50 DEGREES - 27 MINUTES - 19 SECONDS WEST, A DISTANCE OF 81.02 FEET TO A POINT ON THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF NORTH GULPH ROAD, THENCE;
6. ALONG THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF NORTH GULPH ROAD, NORTH 30 DEGREES - 27 MINUTES - 30 SECONDS WEST, A DISTANCE OF 83.25 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 3,873 SQUARE FEET OR 0.089 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "TRAFFIC SIGNAL EASEMENT - PROVCO PINEGOOD GOLPH, LLC", PREPARED BY TRAFFIC PLANNING AND DESIGN, INC., DATED 6/02/2020, JOB NO. PRPV.00029, SHEET 1 OF 1.

CONTROL POINT ASSOCIATES, INC. JAMES ROBERT ANTONI 7/16/2020 JAMES ROBERT ANTONI, P.L.S. DATE COMMONWEALTH OF PENNSYLVANIA PROFESSIONAL LAND SURVEYOR # SU075233

S:\Surveys\17\02-170094-DEI-TopGolf-King of Prussia, Montgomery Co. 78-LA\02-170094-01-DEI-AD-SQB-Mont Co. PRV6817-16-2020\168_TSE-BLOCK 28, UNIT 8_CULEPH.dwg PREPARED BY: JAA REVIEWED BY: JRA

Evolution of Land Surveying...

Professional Land Surveying, Geospatial, and Consulting Services

PREPARED BY & RETURN TO:
Riley Riper Hollin & Colagreco
Attn.: Jeffrey T. Cronin, Esquire
717 Constitution Drive, Suite 201
P.O. Box 1265
Exton, PA 19341

Parcel No.: Part of 58-00-04303-00-4

TRAFFIC SIGNAL EASEMENT AGREEMENT

THIS TRAFFIC SIGNAL EASEMENT AGREEMENT ("Agreement") is made this 30th day of March, 2021, by and between AMERICAN BAPTIST CHURCHES IN THE U.S.A., a New York non-profit corporation ("ABC"), BRANDYWINE OPERATING PARTNERSHIP, L.P., a Pennsylvania limited partnership ("Brandywine") (ABC and Brandywine are collectively referred to herein as "Grantor"); and UPPER MERION TOWNSHIP, a Pennsylvania township of the second class ("Grantee").

WHEREAS, ABC is the fee simple owner of real property on the southern side of First Avenue and eastern side of Gulph Avenue with an address of 640 Freedom Drive, King of Prussia, Upper Merion Township, Pennsylvania 19406 pursuant to a Deed recorded in the Office of the Montgomery County Recorder of Deeds in Deed Book 3049, Page 412 which is identified as Parcel No. 58-00-04303-00-4 (the "Property"); and

WHEREAS, Brandywine is the equitable owner of the Property pursuant to a certain Lease Agreement between ABC and Brandywine's predecessor in interest, a memorandum of which was recorded in the Office of the Montgomery County Recorder of Deeds in Deed Book 4742, Page 2035, and pursuant to a certain Assignment and Assumption of Ground Lease recorded in the Office of the Montgomery County Recorder of Deeds in Deed Book 5217, Page 760;

WHEREAS, Grantor has agreed to grant and convey to Grantee an easement for the installation and maintenance of traffic signal equipment on the Property in the areas identified as "Traffic Signal Easement Area" on plans entitled "TRAFFIC SIGNAL EASEMENT – AMERICAN BAPTIST CHURCHES" prepared by Traffic Planning and Design, Inc. dated June 2, 2020, which plans are attached hereto as Exhibit "A-1" and Exhibit "A-2" and made a part hereof, and which are further described in Exhibits "B-1" and "B-2" attached hereto and made a part hereof ("Traffic Signal Easement Areas"); and

WHEREAS, Grantee has agreed to accept said traffic signal easement subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Easement. Grantor hereby declares, grants, conveys and confirms unto Grantee a permanent, non-exclusive right, privilege and easement on, over, under, across and through the Traffic Signal Easement Areas to access, construct, install, repair, replace, operate and maintain traffic signal devices and other equipment or fixtures necessary or related thereto, including without limitation traffic signal poles, mast arms, signage, emergency preemption equipment, cameras, control boxes, wires, cables, conduits and timing devices (collectively, "Traffic Signal Facilities"). Grantor hereby reserves the right to use the Traffic Signal Easement Areas for ingress, egress and regress, paving, landscaping, curbs, utilities and any other use permitted by Grantee, provided that Grantor shall not use the Traffic Signal Easement Areas in any manner which interferes with, obstructs, impairs or damages the Traffic Signal Facilities or the required sight distance at the intersection where the traffic signal is located.

2. Obligation to Restore. Grantee shall perform all work, activities and operations on or about the Property in a good and workmanlike manner consistent with sound engineering and construction practices. Upon the completion of any work by Grantee pursuant to this Agreement, including but not limited to the installation, construction, repair or replacement of some or all of the Traffic Signal Facilities, Grantee shall restore any part of the Traffic Signal Easement Areas and the Property disturbed as nearly as practicable to the same condition as existed prior to disturbance at its sole cost and expense.

3. Binding Effect. This Agreement shall binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

4. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this instrument to be executed as of the day and year first above written.

GRANTOR:

AMERICAN BAPTIST CHURCHES IN THE U.S.A., a New York non-profit corporation

Attest:

By: Iris L. Cobb
Name: Iris L. Cobb
Title: Admin. Assistant

By: [Signature]
Name: ALAN MUSOLIE
Title: Associate General Secretary for Finance, CFO / Treasurer

BRANDYWINE OPERATING PARTNERSHIP, L.P., a Pennsylvania limited partnership

By: [Signature], its General Partner
JEFF DEVLAND, EVP

Attest:

By: Kathy Straley
Name: Kathy Straley
Title: Executive Assistant

By: _____
Name:
Title:

GRANTEE:

UPPER MERION TOWNSHIP

Attest:

By: _____
Name:
Title:

By: _____
Name:
Title:

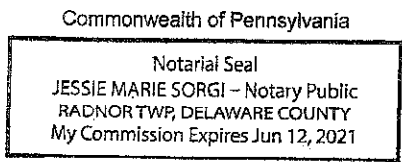
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF MONTGOMERY)

On the 30th day of March, 2021, before me, a Notary Public in and for the above County and State, personally appeared Jeff Devilon D, who acknowledged him/herself to be the EVP of Brandywine Realty Trust, General Partner of BRANDYWINE OPERATING PARTNERSHIP, L.P., a Pennsylvania limited partnership, and that s/he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Jessie Marie Sorgi
Notary Public



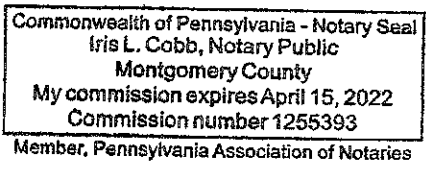
My Commission Expires: June 12, 2021

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF MONTGOMERY)

On the 20th day of April, 2021, before me, a Notary Public in and for the above County and State, personally appeared Alan Musoke, who acknowledged him/herself to be the CFO/Treasurer of AMERICAN BAPTIST CHURCHES IN THE U.S.A., a New York non-profit corporation, and that s/he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

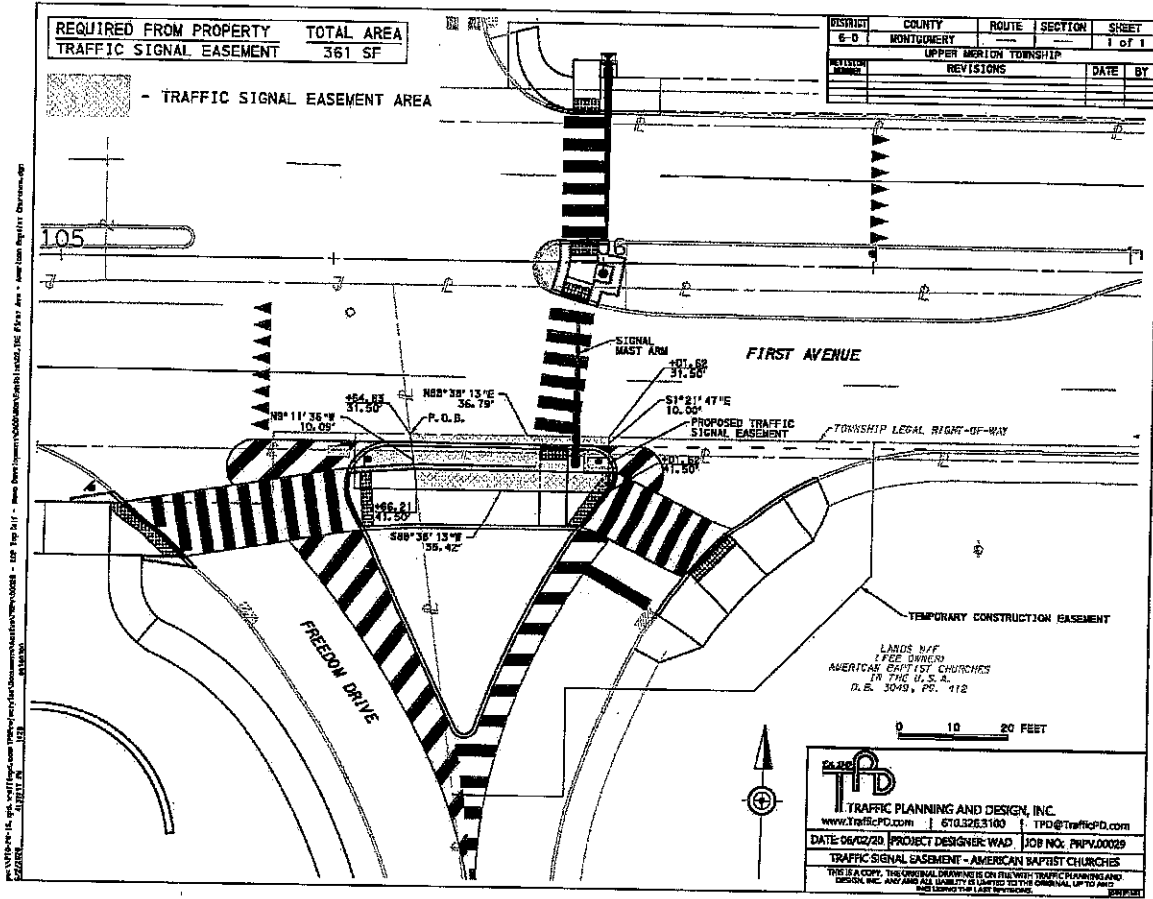
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Iris L. Cobb
Notary Public



My Commission Expires:

EXHIBIT "A-1"



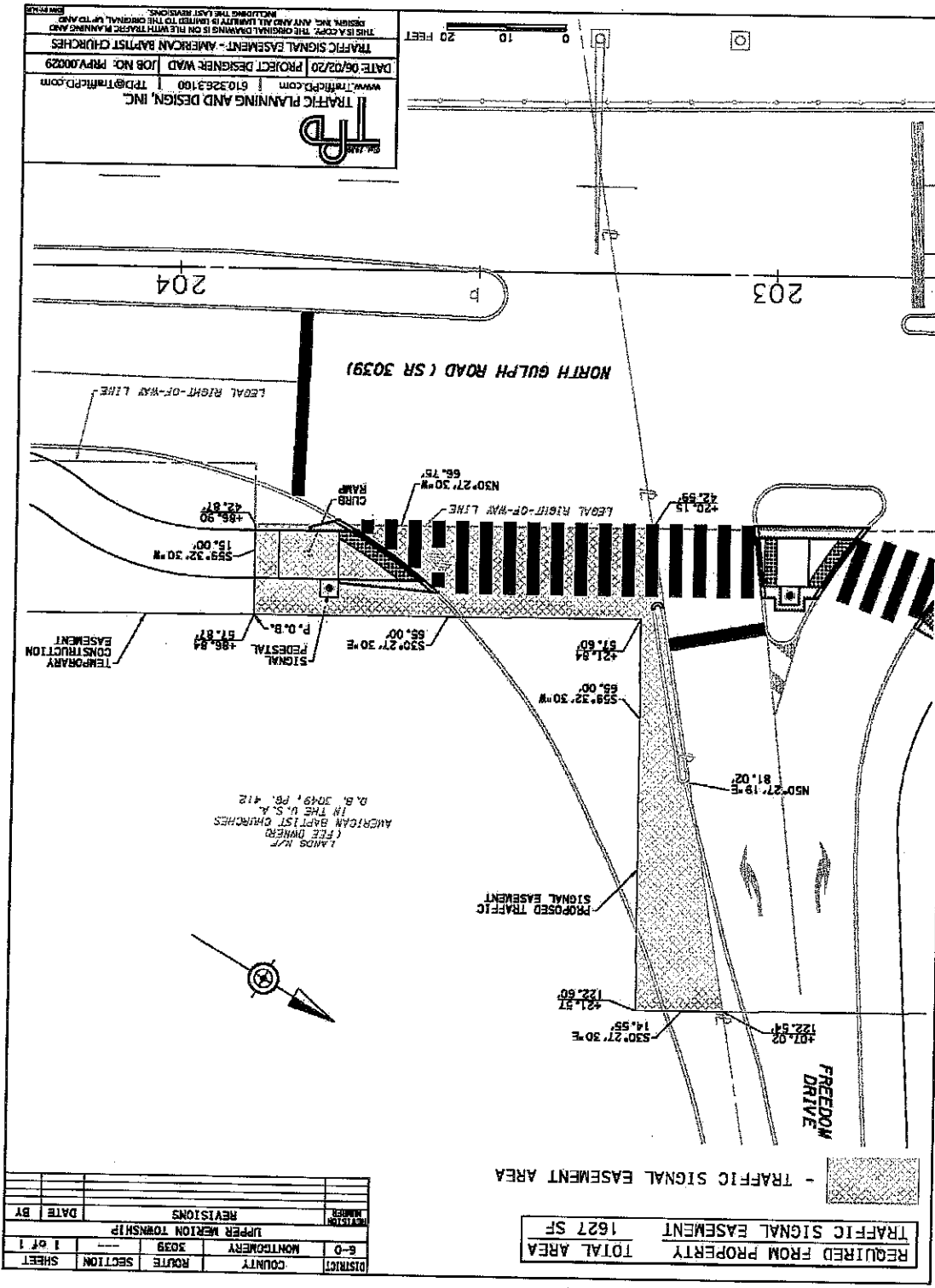
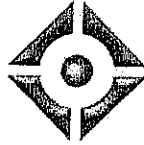


EXHIBIT "A-2"

EXHIBIT "B-1"



CONTROL POINT ASSOCIATES, INC. traditional methods | modern approaches

New Britain Corporate Center 1600 Manor Drive, Suite 210 Chalfont, PA 18914 Tel: 215.712.9800 cpasurvey.com JULY 16, 2020 02-170094-01

METES AND BOUNDS DESCRIPTION TRAFFIC SIGNAL EASEMENT PART OF APN #58-00-04303-00-4 BLOCK 28, UNIT 2 LANDS NOW OR FORMERLY AMERICAN BAPTIST CHURCHES IN THE U.S.A. UPPER MERION TOWNSHIP, MONTGOMERY COUNTY COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF FIRST AVENUE (A.K.A. 1ST AVENUE, VARIABLE WIDTH RIGHT-OF-WAY) SAID POINT BEING 31.50 FEET RIGHT OF STATION 105+64.83 AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF FIRST AVENUE, NORTH 88 DEGREES - 38 MINUTES - 13 SECONDS EAST, A DISTANCE OF 36.79 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH BLOCK 28, UNIT 2:

- 2. SOUTH 01 DEGREES - 21 MINUTES - 47 SECONDS EAST, A DISTANCE OF 10.00 FEET TO A POINT, THENCE;
3. SOUTH 88 DEGREES - 38 MINUTES - 13 SECONDS WEST, A DISTANCE OF 35.42 FEET TO A POINT, THENCE;
4. ALONG THE DIVIDING LINE BETWEEN BLOCK 28, UNIT 2, LANDS NOW OR FORMERLY AMERICAN BAPTIST CHURCHES IN THE U.S.A. AND BLOCK 28, UNIT 8, LANDS NOW OR FORMERLY PROVCO PINEGOOD GOLPH, LLC, NORTH 09 DEGREES - 11 MINUTES - 36 SECONDS WEST, A DISTANCE OF 10.09 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 361 SQUARE FEET OR 0.008 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "TRAFFIC SIGNAL EASEMENT - AMERICAN BAPTIST CHURCHES", PREPARED BY TRAFFIC PLANNING AND DESIGN, INC., DATED 6/02/2020, JOB NO. PRPV.00029, SHEET 1 OF 1.

CONTROL POINT ASSOCIATES, INC.

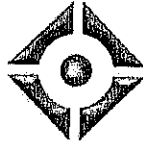
REGISTERED PROFESSIONAL SURVEYOR JAMES R. AIKEN II, P.L.S. DATE 7/16/2020 COMMONWEALTH OF PENNSYLVANIA PROFESSIONAL LAND SURVEYOR # SU075233

S:\Surveys\17\02-170094-BE1-TopGolf-King of Prussia, Montgomery Co.. PA-JAA\02-17007L\17-02-170094\17-02-2020\Wes_TSS-BLOCK 28, UNIT 2.dwg PREPARED BY: JAA REVIEWED BY: JRA

Evolution of Land Surveying..

Professional Land Surveying, Geospatial, and Consulting Services

EXHIBIT "B-2"



CONTROL POINT ASSOCIATES, INC.
traditional methods | modern approaches

New Britain Corporate Center
1600 Manor Drive, Suite 210
Chalfont, PA 18814
Tel: 215.712.9800
cpasurvey.com

JULY 16, 2020
02-170094-01

METES AND BOUNDS DESCRIPTION
TRAFFIC SIGNAL EASEMENT
PART OF APN #58-00-04303-00-4
BLOCK 28, UNIT 2
LANDS NOW OR FORMERLY
AMERICAN BAPTIST CHURCHES IN THE U.S.A.
UPPER MERION TOWNSHIP, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF NORTH GULPH ROAD (A.K.A. S.R. 3039, L.R. 201, PENNSYLVANIA STATE HIGHWAY 363, F.K.A. COUNTY LINE ROAD, VARIABLE LEGAL WIDTH RIGHT-OF-WAY) SAID POINT BEING 42.87 FEET LEFT OF STATION 203+66.90 AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF NORTH GULPH ROAD, NORTH 30 DEGREES - 27 MINUTES - 30 SECONDS WEST, A DISTANCE OF 66.75 FEET TO A POINT, THENCE;
2. ALONG THE DIVIDING LINE BETWEEN BLOCK 28, UNIT 2, LANDS NOW OR FORMERLY AMERICAN BAPTIST CHURCHES IN THE U.S.A. AND BLOCK 28, UNIT 8, LANDS NOW OR FORMERLY PROVCO PINEGOOD GOLPH, LLC, NORTH 50 DEGREES - 27 MINUTES - 19 SECONDS EAST, A DISTANCE OF 81.02 FEET TO A POINT, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH BLOCK 28, UNIT 2:

3. SOUTH 30 DEGREES - 27 MINUTES - 30 SECONDS EAST, A DISTANCE OF 14.55 FEET TO A POINT, THENCE;
4. SOUTH 59 DEGREES - 32 MINUTES - 30 SECONDS WEST, A DISTANCE OF 65.00 FEET TO A POINT, THENCE;
5. SOUTH 30 DEGREES - 27 MINUTES - 30 SECONDS EAST, A DISTANCE OF 65.00 FEET TO A POINT, THENCE;
6. SOUTH 59 DEGREES - 32 MINUTES - 30 SECONDS WEST, A DISTANCE OF 15.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,627 SQUARE FEET OR 0.037 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "TRAFFIC SIGNAL EASEMENT - AMERICAN BAPTIST CHURCHES", PREPARED BY TRAFFIC PLANNING AND DESIGN, INC., DATED 6/02/2020, JOB NO. PRPV.00029, SHEET 1 OF 1.

CONTROL POINT ASSOCIATES, INC.

7/16/2020

JAMES R. AIKEN II, P.L.S. DATE
COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL LAND SURVEYOR # SU075233

S:\Survey\17\02-170094-01-TopGolf-King of Prussia, Montgomery Co., PA-JAA\02-170094-01-02-AS-001\01.dwg, PAMENY-16-2020\ASB-TSX-BLOCK 28, UNIT 2, GULPH.dwg
PREPARED BY: JAA REVIEWED BY: JRA

Evolution
of Land Surveying...

Professional Land Surveying, Geospatial, and Consulting Services

PREPARED BY & RETURN TO:
Riley Riper Hollin & Colagreco
Attn.: Jeffrey T. Cronin, Esquire
717 Constitution Drive, Suite 201
P.O. Box 1265
Exton, PA 19341

Parcel No.: 58-00-06847-00-7

TRAFFIC SIGNAL EASEMENT AGREEMENT

THIS TRAFFIC SIGNAL EASEMENT AGREEMENT ("Agreement") is made this 20th day of January, 2021, by and between VALLEY FORGE COLONIAL, LLC, a Pennsylvania limited liability company, as successor by conversion of Valley Forge Colonial Limited Partnership ("Grantor"); and UPPER MERION TOWNSHIP, a Pennsylvania township of the second class ("Grantee").

WHEREAS, Grantor is the owner of real property on the northern side of First Avenue with an address of 1160 First Avenue, King of Prussia, Upper Merion Township, Pennsylvania 19406 pursuant to a Deed recorded in the Office of the Montgomery County Recorder of Deeds in Deed Book 5153, Page 2131 which is identified as Parcel No. 58-00-06847-00-7 (the "Property"); and

WHEREAS, Grantor has agreed to grant and convey to Grantee an easement for the installation and maintenance of traffic signal equipment on the Property in the area identified as "Traffic Signal Easement Area" on a plan entitled "TRAFFIC SIGNAL EASEMENT: VALLEY FORGE COLONIAL, LP" prepared by Traffic Planning and Design, Inc. dated June 2, 2020, which is attached hereto as Exhibit "A" and made a part hereof, and which is further described in Exhibit "B" attached hereto and made a part hereof ("Traffic Signal Easement Area"); and

WHEREAS, Grantee has agreed to accept said traffic signal easement subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Easement. Grantor hereby declares, grants, conveys and confirms unto Grantee a permanent, non-exclusive right, privilege and easement on, over, under, across and through the Traffic Signal Easement Area to access, construct, install, repair, replace, operate and maintain traffic signal devices and other equipment or fixtures necessary or related thereto, including without limitation traffic signal poles, mast arms, signage, emergency preemption equipment, cameras, control boxes, wires, cables, conduits and timing devices (collectively, "Traffic Signal Facilities"). Grantor hereby reserves the right to use the Traffic Signal Easement Area for

ingress, egress and regress, paving, landscaping, curbs, utilities and any other use permitted by Grantee, provided that Grantor shall not use the Traffic Signal Easement Area in any manner which interferes with, obstructs, impairs or damages the Traffic Signal Facilities or the required sight distance at the intersection where the traffic signal is located.

2. Obligation to Restore. Grantee shall perform all work, activities and operations on or about the Property in a good and workmanlike manner consistent with sound engineering and construction practices. Upon the completion of any work by Grantee pursuant to this Agreement, including but not limited to the installation, construction, repair or replacement of some or all of the Traffic Signal Facilities, Grantee shall restore any part of the Traffic Signal Easement Area and the Property disturbed as nearly as practicable to the same condition as existed prior to disturbance at its sole cost and expense.

3. Binding Effect. This Agreement shall binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

4. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this instrument to be executed as of the day and year first above written.

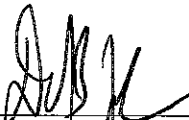
GRANTOR:

VALLEY FORGE COLONIAL, LLC,
a Pennsylvania limited liability company, as
successor by conversion of Valley Forge Colonial
Limited Partnership

Attest:

By: 

Name: Jessica A. Spatz
Title: Team Member Relations Manager

By: 

Name: David Zerfing
Title: Vice President and General Manager

GRANTEE:

UPPER MERION TOWNSHIP

Attest:

By: _____

Name:
Title:

By: _____

Name:
Title:

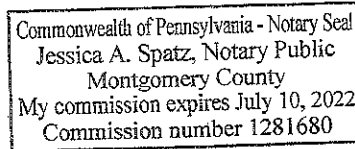
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF MONTGOMERY)

On the day of Jan 20th, 2021, before me, a Notary Public in and for the above County and State, personally appeared David Zerfing, who acknowledged himself to be the Vice President and General Manager of VALLEY FORGE COLONIAL LLC, a Pennsylvania limited liability company as successor by conversion of Valley Forge Colonial Limited Partnership, and that s/he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Jessica A. Spatz
Notary Public



My Commission Expires: 7/10/22

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF MONTGOMERY)

On the day of _____, 2021, before me, a Notary Public in and for the above County and State, personally appeared _____, who acknowledged him/herself to be the _____ of UPPER MERION TOWNSHIP, a Pennsylvania township of the second class, and that s/he as such partner executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Notary Public

My Commission Expires:

EXHIBIT "A"

Plan

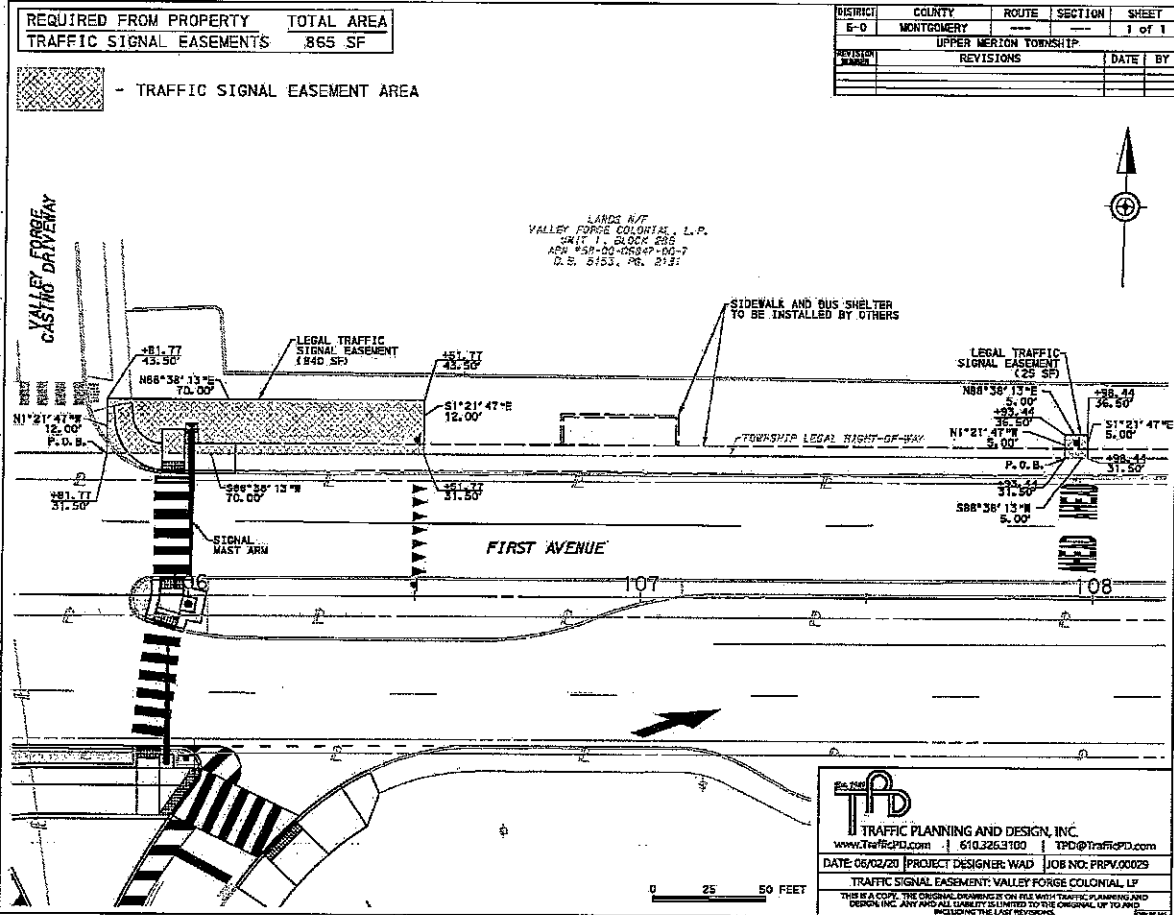


EXHIBIT "B"



CONTROL POINT ASSOCIATES, INC. traditional methods | modern approaches

New Britain Corporate Center 1600 Manor Drive, Suite 210 Chalfont, PA 18914 Tel: 215.712.9800 cpasurvey.com

OCTOBER 16, 2020 02-170094-01

METES AND BOUNDS DESCRIPTION TRAFFIC SIGNAL EASEMENT PART OF APN #58-00-06847-00-7 BLOCK 28B, UNIT 1 LANDS NOW OR FORMERLY VALLEY FORGE COLONIAL, L.P. UPPER MERION TOWNSHIP, MONTGOMERY COUNTY COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE NORTHERLY LEGAL RIGHT-OF-WAY LINE OF FIRST AVENUE (A.K.A. 1ST AVENUE, VARIABLE WIDTH RIGHT-OF-WAY) SAID POINT BEING 31.50 FEET LEFT OF STATION 107+93.44 AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH BLOCK 28B, UNIT 1:

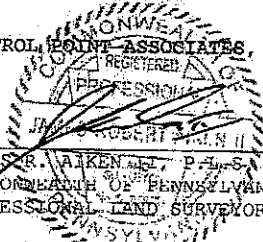
- 1. NORTH 01 DEGREES - 21 MINUTES - 47 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT, THENCE;
2. NORTH 88 DEGREES - 38 MINUTES - 13 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A POINT, THENCE;
3. SOUTH 01 DEGREES - 21 MINUTES - 47 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTHERLY LEGAL RIGHT-OF-WAY LINE OF FIRST AVENUE, THENCE;
4. ALONG THE NORTHERLY LEGAL RIGHT-OF-WAY LINE OF FIRST AVENUE, SOUTH 88 DEGREES - 38 MINUTES - 13 SECONDS WEST A DISTANCE OF 5.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 25 SQUARE FEET OR 0.001 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "TRAFFIC SIGNAL EASEMENT: VALLEY FORGE COLONIAL, L.P.", PREPARED BY TRAFFIC PLANNING AND DESIGN, INC., DATED 6/02/2020, JOB NO. PRV.00029, SHEET 1 OF 1.

CONTROL POINT ASSOCIATES, INC.



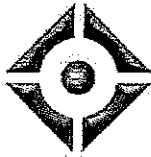
10/16/2020

JAMES R. ARKEN, P.L.S. DATE COMMONWEALTH OF PENNSYLVANIA PROFESSIONAL LAND SURVEYOR # SU075233

PREPARED BY: JAA REVIEWED BY: JRA



Professional Land Surveying, Geospatial, and Consulting Services



CONTROL POINT ASSOCIATES, INC.
 traditional methods | modern approaches

New Britain Corporate Center
 1600 Manor Drive, Suite 210
 Chalfont, PA 18914
 Tel: 215.712.9800
 cpasurvey.com

JULY 16, 2020
 02-170094-01

METES AND BOUNDS DESCRIPTION
 TRAFFIC SIGNAL EASEMENT
 PART OF APN #58-00-06847-00-7
 BLOCK 28, UNIT 1

LANDS NOW OR FORMERLY
 VALLEY FORGE COLONIAL, L.P.
 UPPER MERION TOWNSHIP, MONTGOMERY COUNTY
 COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE NORTHERLY LEGAL RIGHT-OF-WAY LINE OF FIRST AVENUE (A.K.A. 1ST AVENUE, VARIABLE WIDTH RIGHT-OF-WAY) SAID POINT BEING 31.50 FEET LEFT OF STATION 105+81.77 AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH BLOCK 28B, UNIT 1:

1. NORTH 01 DEGREES - 21 MINUTES - 47 SECONDS WEST, A DISTANCE OF 12.00 FEET TO A POINT, THENCE;
2. NORTH 88 DEGREES - 38 MINUTES - 13 SECONDS EAST, A DISTANCE OF 70.00 FEET TO A POINT, THENCE;
3. SOUTH 01 DEGREES - 21 MINUTES - 47 SECONDS EAST, A DISTANCE OF 12.00 FEET TO A POINT ON THE NORTHERLY LEGAL RIGHT-OF-WAY LINE OF FIRST AVENUE, THENCE;
4. ALONG THE NORTHERLY LEGAL RIGHT-OF-WAY LINE OF FIRST AVENUE, SOUTH 88 DEGREES - 38 MINUTES - 13 SECONDS WEST, A DISTANCE OF 70.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 840 SQUARE FEET OR 0.019 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "TRAFFIC SIGNAL EASEMENT: VALLEY FORGE COLONIAL, L.P.", PREPARED BY TRAFFIC PLANNING AND DESIGN, INC. DATED 6/02/2020, JOB NO. PRPV.00029, SHEET 1 OF 1.

REGISTERED PROFESSIONAL
 CONTROL POINT ASSOCIATES, INC.
 JAMES K. ARKENTER, P.S.
 7/16/2020
 DATE
 COMMONWEALTH OF PENNSYLVANIA
 PROFESSIONAL LAND SURVEYOR # SU075233

S:\surveys\17\02-170094-01-TopGolf-King of Prussia, Montgomery Co., PA-JAA\02-170094-01-DEI-AB-KOP-Vent Co, PA\06/17-16-2020\var_TSE-BLOCK 28B, UNIT 1.dwg
 PREPARED BY: JAA REVIEWED BY: JRA

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