

**EAST COVENTRY TOWNSHIP
BOARD OF SUPERVISORS**

CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2013-17

Coventry Glen Subdivision and Land Development

Acceptance of Sanitary Sewer Facilities and Easements

WHEREAS, HERITAGE-COVENTRY MEADOWS, L.P. ("Grantor") has developed a certain tract of land situate in East Coventry Township, Chester County, Pennsylvania known as the Coventry Glen Subdivision and Land Development (the "Development"); and

WHEREAS, as part of the Development, Grantor has constructed and installed certain sanitary sewer facilities and utilities, including a pump station, and has reserved various easements across, over, under and through portions of the Development; and

WHEREAS, at the request of East Coventry Township, Grantor, for and in consideration of One Dollar (\$1.00), desire to dedicate to the Township the aforementioned sanitary sewer facilities (excluding laterals) (hereinafter "Sanitary Sewer Facilities") by Bill of Sale so that the Sanitary Sewer Facilities may be owned, operated and maintained by the Township as a part of the Township's public sanitary sewer system; and

WHEREAS, some of the Sanitary Sewer Facilities, including the pump station, are located with a sanitary sewer easement area on property owned by the **COVENTRY GLEN COMMUNITY ASSOCIATION** (hereinafter, the "Association"); and

WHEREAS, the Association and the Township have further agreed to execute an Sewer Easement Agreement to permit the Township to enter the Development from time to time in order to operate and maintain the those certain sanitary sewer facilities, including the pump

station, located on, under and through the Association's property, and exercise other easement rights reserved therein for the benefit of the public; and

WHEREAS, the Township, by accepting a Bill of Sale for the Sanitary Sewer Facilities and executing the Sewer Easement Agreement, accepts the Sanitary Sewer Facilities as and for public use and accepts the easement rights assigned therein.

NOW, THEREFORE, BE IT RESOLVED, that the East Coventry Township Board of Supervisors accepts dedication of the Sanitary Sewer Facilities described in the Bill of Sale attached hereto as Exhibit "A", to have and to hold, forever, for public sanitary sewer service.

BE IT FURTHER RESOLVED that the East Coventry Township Board of Supervisors hereby authorizes the execution of the Sewer Easement Agreement with the Association, which Agreement shall be satisfactory to the Township Solicitor and in substantially the form attached hereto as Exhibit "B".

APPROVED this 12th day of August, 2013, by the Board of Supervisors of East Coventry Township.

EAST COVENTRY TOWNSHIP

By: Ray A. Kolb
Ray A. Kolb, Chairman

Attest: Bernard A. Rodgers
Bernard A. Rodgers, Secretary

Bill of Sale

EXHIBIT "A"



Prepared By:

Andrew R. Freimuth, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Record and return to:

Mark A. Hosterman, Esquire
Andrew R. Freimuth, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

NO UPI REQUIRED

BILL OF SALE

BACKGROUND:

A. **HERITAGE-COVENTRY MEADOWS, L.P.**, a Pennsylvania limited partnership, with offices at 865 Easton Road, Warrington, Pennsylvania 18976 (hereinafter "Seller), is the developer of the subdivision and land development known as "Coventry Glen" (hereinafter, "Coventry Glen"). The Record Plan of the approved final plan of Coventry Glen, prepared by Gilmore and Associates, has been recorded in the Office for the Recording of Deeds in and for Chester County, Pennsylvania, as Plan No. 10689179, Book 17957 (the approved final plan, including all sheets thereof, being hereinafter referred to as the "Final Coventry Glen Plans").

B. Seller has entered into various agreements with the **TOWNSHIP OF EAST COVENTRY**, a Township of the Second Class, with offices at the East Coventry Township Building, 855 Ellis Woods Road, Pottstown, Pennsylvania 19465 (hereinafter the "Township"), including a certain Development Agreement (the "Development Agreement") and a certain Financial Security Agreement, both dated October 18, 2004, which provide for certain of the improvements to be constructed, installed or otherwise completed in Coventry Glen, including certain on-site wastewater and sanitary sewer structures and facilities to be constructed, installed or otherwise completed in accordance therewith, as amended by certain Agreements to Amend Development Agreement and Financial Security Agreement dated December 4, 2006, March 9,



2009 (Second Amendment), April 12, 2010 (Third and Fourth Amendments) and May 9, 2011 (Fifth Amendment) between Seller and Township.

C. Among such agreements is that certain Agreement Re: On-Site Wastewater Facilities to Serve Coventry Glen (f/k/a "Coventry Meadows") Subdivision and Land Development between Seller and Township, dated October 18, 2004 (the "On-Site Wastewater Facilities Agreement"), providing for, among other things, the construction and dedication to Township of certain of said on-site wastewater and sanitary sewer structures and facilities which constitute personal property after completion thereof, including the grant and transfer to Township, by bill of sale, of a wastewater pump station, gravity and force mains, sanitary sewer mains, valving, piping, controls, structural components and laterals, together with other sanitary sewer structures, and appurtenances thereto, located on or within the areas shown and designated on the Final Coventry Glen Plans as North Savanna Drive, South Savanna Drive, Dare Lane, Carriage House Road, Brower Lane, Rinehart Road, Bayberry Lane, Old Schuylkill Road, and Sanitary Sewer Easements "SA-1" through "SA-6" (hereinafter, collectively, the "On-Site Sanitary Sewer Improvements").

D. The construction and installation of the On-Site Sanitary Sewer Improvements have been completed and Seller desires, by this Bill of Sale, as provided under and by the Development Agreement, as amended, and the On-Site Wastewater Facilities Agreement, to grant and transfer to Township the On-Site Sanitary Sewer Improvements, to the extent constituting personal property, together with all structural components or appurtenant parts thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Seller, fully incorporating the above Background, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to Township, its successors and assigns, all portions of the following, to the extent constituting personal property (the "Personal Property"):

ALL THOSE CERTAIN improvements in the nature of sanitary sewer structures and facilities, including the wastewater pump station, gravity and force mains, sanitary sewer mains, valving, piping, controls, structural components and laterals, together with other related sanitary sewer structures and all appurtenances thereto, as such On-Site Sanitary Sewer Improvements, with appurtenances and related structures, have been laid out, constructed, installed or otherwise completed in accordance with or pursuant to the Final Coventry Glen Plans, said On-Site Sanitary Sewer Improvements **TO INCLUDE**, without limitation, the wastewater pump station, gravity mains, sanitary sewer mains and/or force mains, laterals, manholes, and any supporting materials and/or structures, whether below or above ground, **BUT TO EXCLUDE** (i) any "building sewer" or "service line," or any part thereof, as such "building sewer" and "service line" are defined in the "Township Technical Specifications," which specifications are defined and used in and under the On-Site Wastewater Facilities Agreement, and/or (ii) any pipe and/or structure, or any part thereof, which connects any such "building sewer" or "service line" to a lateral;

TO HAVE AND TO HOLD, the Personal Property unto the Township, its successors and assigns, to and for its own use and benefit whatsoever, forever, including having and holding



the Personal Property, together with and as part of the On-Site Sanitary Sewer Improvements, for the uses and purposes for which the said On-Site Sanitary Sewer Improvements have been granted and conveyed to Township hereunder;

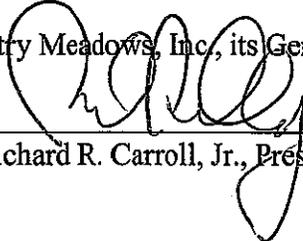
AND Seller vouches that it has the full right and lawful authority to sell and dispose of the Personal Property, and for itself and its successors and assigns, does covenant unto Township, its successors and assigns, to forever defend the Personal Property against the lawful claims of all other persons.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed this 1 day of March, 2013.

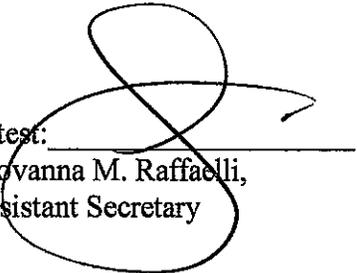
HERITAGE-COVENTRY MEADOWS, L.P.

By: HBG-Coventry Meadows, Inc, its General Partner

By:


Richard R. Carroll, Jr., President

Attest:


Giovanna M. Raffaelli,
Assistant Secretary

11306412 B: 8814 P: 2292 MSC
09/19/2013 02:24 PM Page 3 of 6
WISLER PEARLSTINE LLP



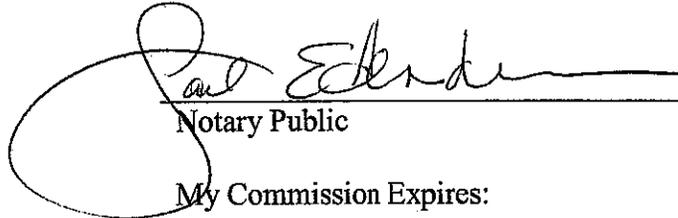
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

On this, the 1st day of March, 2013, before me, the undersigned officer, a Notary Public, personally appeared **Richard R. Carroll, Jr.**, known to me or satisfactorily proven to be the President of HBG-Coventry Meadows, Inc., in its capacity as the general partner of Heritage-Coventry Meadows, L.P., a Pennsylvania limited partnership, whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the corporation in such capacity for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Gail E. Henderson, Notary Public
Warrington Twp., Bucks County
My Commission Expires Feb. 3, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



Notary Public
My Commission Expires:



ACCEPTANCE

THE FOREGOING BILL OF SALE IS ACCEPTED by the Township of East Coventry, Chester County, Pennsylvania, by and through its Board of Supervisors.

WITNESS the signatures of said Board and the seal of the Township, this 12 day of August, 2013.

**BOARD OF SUPERVISORS
EAST COVENTRY TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

By: *Ray Kolb*
Ray Kolb, Chairman

Attest: *Bernard A. Rodgers*
Bernard A. Rodgers, Supervisor

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09/19/2013 02:24 PM Page 5 of 6
WISLER PEARLSTINE LLP



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

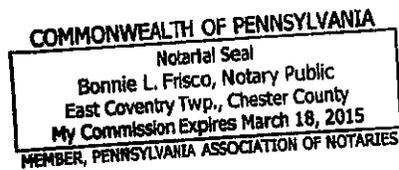
On this, the 12TH day of AUGUST, 2013, before me, the undersigned officer, a Notary Public, personally appeared **Ray A. Kolb**, who acknowledged himself to be the Chairman of the Board of Supervisors of the Township of East Coventry, Chester County, Pennsylvania and that they, as such officials, being authorized to do so, executed the foregoing Acceptance for and on behalf of the Township by signing their names by themselves as such officials for the purposes therein contained.

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



Notary Public

My Commission Expires:



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WISLER PEARLSTINE LLP



Legal Description

Sewer Easement Agreement

EXHIBIT "B"



Prepared by: Andrew R. Freimuth, Esquire
RETURN TO Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return to: Same as above

Parcel Nos.: 18-1-575 p/o ✓

7/19

SEWER EASEMENT AGREEMENT

THIS AGREEMENT is made this 19 day of July, 2013, by and between **COVENTRY GLEN COMMUNITY ASSOCIATION, INC.** (hereinafter referred to as "Grantor"), and **EAST COVENTRY TOWNSHIP**, 855 Ellis Woods Road, Pottstown, Pennsylvania 19465 (hereinafter referred to as "Grantee").

BACKGROUND

WHEREAS, Heritage-Coventry Meadows, L.P. ("Heritage") has developed a certain tract of land in East Coventry Township, Chester County, Pennsylvania, into a residential development known as "Coventry Glen" (formerly, "Coventry Meadows") (the "Development"), more particularly described in final, recorded plans prepared by Gilmore & Associates, Inc., being plans dated August 30, 2004 last revised July 2, 2004 (hereinafter, the "Plans"); and

WHEREAS, in connection with the Development, a certain wastewater pump station and associated sanitary sewer lines, valving, piping, controls, structural components, and other related sanitary sewer structures, including all appurtenances thereto (hereinafter, the "Pump Station and Related Facilities") were installed to provide sanitary sewer service to the Development, as more particularly shown on the Plans; and

WHEREAS, the Pump Station and Related Facilities are located within an area depicted on the Plans as "Proposed Sanitary Sewer Easement SA-1", and more particularly described in the legal description attached hereto as Exhibit "A" (hereinafter, the "Sewer Easement Area") on, across and under a portion of the Development designated on the Plans as "Open Space 'B'", which is more particularly identified as Chester County UPI No. 18-1-575 (hereinafter, the "Property"); and

WHEREAS, by Deed dated September 19, 2007, Heritage conveyed the Property to the Grantor; and

WHEREAS, the Pump Station and Related Facilities within the Sewer Easement Area will be owned, operated and maintained by Grantee; and

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10/2
ESA

WHEREAS, the Grantee desires to obtain an easement from Grantor in order to use, operate, maintain, repair and replace the Pump Station and Related Facilities within the Sewer Easement Area; and

WHEREAS, Grantor and Grantee are entering into this Agreement for the purpose of granting an easement for the operation and maintenance of Pump Station and Related Facilities and memorializing the rights and responsibilities of the parties with respect to such easement.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the mutual covenants, rights and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. **EASEMENT TO GRANTEE**. The Grantor hereby grants to Grantee, its agents, servants, workers, employees, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the full and uninterrupted right-of-way and easement over, under, across and through, the Sewer Easement Area, as more particularly described in the legal description attached hereto as Exhibit "A", for the purposes of the use, operation, maintenance, repair and replacement of the Pump Station and Related Facilities located within the Sewer Easement Area. Specifically, and not in limitation of the foregoing, Grantee shall have the right to: (a) enter onto the Sewer Easement Area in order to operate, inspect and perform maintenance and repairs to the Pump Station and Related Facilities; (b) to replace all or any portion of the Pump Station and Related Facilities; and (c) to perform excavation, grading or other work necessary in connection with the foregoing (the rights of Grantee described above are collectively referred to herein as the "Easement"). Grantee shall provide the Grantor reasonable notice prior to its exercise of the Easement.

2. **MAINTENANCE**. The Grantee, at its sole cost and expense, shall be responsible for the mowing, landscaping maintenance and other maintenance of the surface of the fenced in portion of the Sewer Easement Area. Additionally, Grantee shall be responsible, at its sole cost and expense, for the maintenance of the Pump Station and Related Facilities, the access drive from Old Schuylkill Road to the Pump Station and Related Facilities, and the fence surrounding the pump station located within the Sewer Easement Area. Grantor, at its sole cost and expense, shall be responsible for the maintenance of the surface of the remainder of the Sewer Easement Area.

3. **CONSTRUCTION IN THE SEWER EASEMENT AREA**. Grantor acknowledges and agrees that Grantee shall have the right to perform construction or excavation of any type deemed necessary or advisable by Grantee within the Sewer Easement Area, provided that the same are reasonably related to the operation, inspection, maintenance and replacement of the Sanitary Sewer Facilities described herein.

4. **RESTORATION OF EASEMENT AREA**. Upon completion of any work or construction within the Sewer Easement Area, the Grantee shall restore the Sewer Easement Area to a condition which is substantially similar to the condition in which it existed prior to such work or construction.



5. **RESERVATIONS TO GRANTOR.** Except to the extent inconsistent with the easements, rights and obligations granted herein from Grantor to Grantee, Grantor, its heirs, successors and assigns, shall have the right to use and enjoy the surface of the Sewer Easement Area described herein.

6. **RESTRICTIONS ON GRANTOR'S USE.** Grantor agrees for itself, its contractors, employees and invitees, and its successors and assigns:

a. That it will not do or fail to anything which would unreasonably interfere with Grantee's use of the Easement;

b. That it will not erect any building, barrier, fence or other structure or improvement within the Sewer Easement Area;

c. That it will not plant any new trees or other plant life which could interfere with the Sanitary Sewer Facilities within the Sewer Easement Area; and

d. That it will not modify the grade of all or any portion of the Sewer Easement Area.

7. **INDEMNIFICATION.**

a. To the extent permitted by law, Grantee shall and will defend, release, indemnify, protect, and save harmless, the Grantor, its respective officers, agents, employees, successors and assigns against all claims, demands, costs, liability and expenses, including reasonable attorneys' fees, resulting from any and all loss of life, or property, or injury or damage to the persons or property, of any association or persons or corporations (including the parties hereto and their elected and appointed officials, officers, agents, employees), and from and against any and all claims, demands or actions for such loss, injury or damage, in any manner arising out of, resulting from, or connected with the Easement, and the rights and obligations granted herein concerning the Sewer Easement Area, except for matters arising as a result of the willful acts or negligence of the Grantor.

b. To the extent permitted by law, Grantor shall and will defend, release, indemnify, protect, and save harmless, the Grantee, its successors and assigns against all claims, demands, costs, liability and expenses, including reasonable attorneys' fees, resulting from any and all loss of life, or property, or injury or damage to the persons or property, of any association or persons or corporations (including the parties hereto and their elected and appointed officials, officers, agents, employees), and from and against any and all claims, demands or actions for such loss, injury or damage, in any manner arising out of, resulting from, or connected with the Grantor's use and enjoyment of the surface of the Sewer Easement Area, except for matters arising as a result of the willful acts or negligence of the Grantee.

8. **INSURANCE.** Prior to entry upon the Sewer Easement Area, Grantee shall obtain and keep in force and shall deliver to Grantor certificates of insurance evidencing at a minimum the following insurance coverage: Commercial general liability insurance, with a minimum limit applicable to bodily injury liability (including, but not limited to, wrongful death) and property damage liability of \$2,000,000 combined single limit per occurrence. Grantee shall



cause Grantor to be added to such commercial general liability coverage as an additional insured with respect to this Easement. This shall be evidenced by certificates of insurance delivered to Grantor. Grantor hereby grants the specific approval for Grantee to purchase and maintain, in lieu of insurance, group self-insurance with Delaware Valley Insurance Trust or any other municipal self-insurer established and operating under the authority of the Pennsylvania Intergovernmental Cooperation Act – 53 PA. C.S.A. Section 481 et seq. and the Pennsylvania Political Subdivision Tort Claims Act – 42 Pa. C.S.A. Section 8541 et seq.

9. **RECORDING AND COST OF RECORDING.** This Agreement shall be recorded at the sole expense of Heritage in the Office of the Recorder of Deeds of Chester County, Pennsylvania.

10. **DURATION.** This Agreement and the rights contained herein shall be perpetual and shall operate as covenants running with the Property.

11. **GENERAL PROVISIONS.**

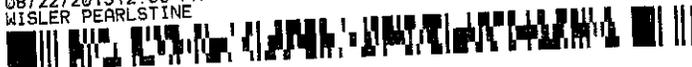
a. Entire Agreement. The terms set forth in this Agreement are intended by the parties hereto as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended or modified by any act or conduct, unless reduced to a writing signed by the parties hereto, their heirs, successors or assigns. In the event of any ambiguity or mistake contained in this Agreement, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

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

c. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

d. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors and/or assigns.

e. Headings. The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.



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

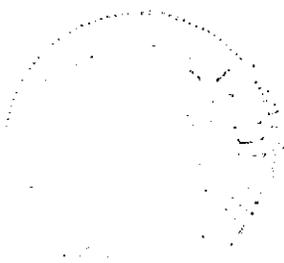
GRANTOR:
COVENTRY GLEN COMMUNITY ASSOCIATION

By: Robert D. Brobst 7/19/2013
Robert D. Brobst, President

GRANTEE:
EAST COVENTRY TOWNSHIP

By: Ray Kolb
Ray Kolb, Chairman,
Board of Supervisors

Attest: Bernard A. Rodgers
Bernard A. Rodgers, Secretary



11300099 B: 8796 P: 98 ESA
08/22/2013 12:00 PM Page 5 of 10
WISLER PEARLSTINE



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 19 day of JULY, 2013, before me, the undersigned officer, a Notary Public, personally appeared ROBERT D. BROBST, who acknowledged him/herself to be the PRESIDENT of the Coventry Glen Community Association, the within named Grantor, and that he, as such officer being authorized to do so, executed the foregoing instrument on behalf of the Association for the purposes therein contained.

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


Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
EDWARD B. SHEW, III, Notary Public
East Goshen Twp., Chester County
My Commission Expires March 2, 2014

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WISLER PEARLSTINE



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

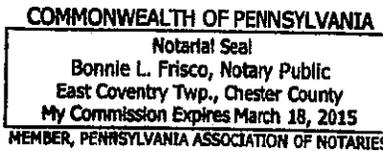
On this, the 12TH day of AUGUST, 2013, before me, the undersigned officer, personally appeared **Ray Kolb**, who acknowledged himself to be the Chairman of the East Coventry Township Board of Supervisors, the within named Grantee, and that he, as such officer being authorized to do so, executed the foregoing instrument on behalf of the Township for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal the day and year aforesaid.



Notary Public

My Commission expires:



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WISLER PEARLSTINE

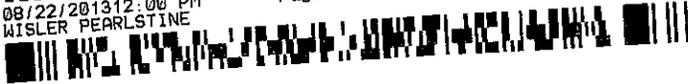


EXHIBIT "A"

Legal Description of Sewer Easement Area

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WISLER PEARLSTINE





GILMORE & ASSOCIATES, INC.
Engineering & Consulting Services

Rev. December 1, 2004

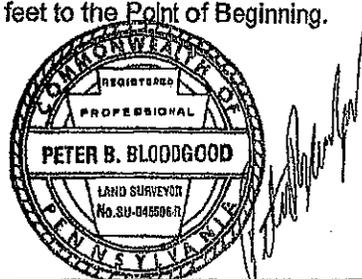
**LEGAL DESCRIPTION
SANITARY SEWER EASEMENT SA-1
COVENTRY GLEN**

All that certain parcel or tract of land situate in East Coventry Township, Chester County, Pennsylvania as shown on the plan entitled, *Final Plan, RECORD-PLAN, COVENTRY GLEN (f.k.a. Coventry Meadows)*, dated August 30, 2000, last revised, July 2, 2004, prepared by Gilmore & Associates, Inc. Consulting Engineers and Land Surveyors, 184 West Main Street, Trappe, Pennsylvania 19426 and being described as follows to wit:

Beginning at Station 0+73.35, 35 Right, Rinehart Road, thence

1. South 38°37'23" West, a distance of 20.28 feet to a point; thence
2. North 41°51'31" West, a distance of 112.39 feet to a point; thence
3. South 38°25'27" West, a distance of 29.17 feet to a point; thence
4. North 51°34'33" West, a distance of 60.00 feet to a point; thence
5. North 38°25'27" East, a distance of 39.45 feet to a point; thence
6. North 41°51'31" West, a distance of 11.12 feet to a point; thence
7. North 61°10'31" West, a distance of 202.74 feet to a point; thence
8. North 73°46'19" West, a distance of 248.62 feet to a point; thence
9. South 16°13'41" West, a distance of 58.40 feet to a point; thence
10. along a curve to the Left, radius 51.00 feet, an arc distance of 22.28 feet to a point, said curve being subtended by a chord which bears North 48°34'47" West for a distance of 22.10 feet; thence
11. North 16°13'41" East, a distance of 68.99 feet to a point; thence
12. South 73°46'19" East, a distance of 270.83 feet to a point; thence
13. South 61°10'31" East, a distance of 198.64 feet to a point; thence
14. North 41°28'48" East, a distance of 14.02 feet to a point; thence
15. South 51°41'10" East, a distance of 16.26 feet to a point; thence
16. South 51°32'51" East, a distance of 63.50 feet to a point; thence
17. South 38°25'27" West, a distance of 24.53 feet to a point; thence
18. South 41°51'31" East, a distance of 112.46 feet to the Point of Beginning.

Containing 17,471 square feet, more or less.



Building on a Foundation of Excellence

□ 350 E. Butler Ave., New Britain, PA 18901 • 215-345-4330 • Fax: 215-345-8606 □ 220 Gale Lane, Kennell Square, PA 19348 • 610-444-9006 • Fax: 610-444-7292
 □ 184 W. Main St., Trappe, PA 19426 • 610-489-4949 • Fax: 610-489-8447 □ 953 Route 202 North, Branchburg, NJ 08876 • 908-707-0002 • Fax: 908-707-8797
www.gilmore-assoc.com

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**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	8796
Page Number	94
Date Recorded	8/22/13

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name	Andrew R. Freimuth, Esquire	Telephone Number:	(610) 825-8400
Mailing Address	Blue Bell Executive Campus, 460 Norristown Rd., Ste 110	City	Blue Bell
		State	PA
		ZIP Code	19422

B. TRANSFER DATA

Grantor(s)/Lessor(s)	Coventry Glen Community Association
Mailing Address	2500 York Road
City	Jamison
State	PA
ZIP Code	18929

C. Date of Acceptance of Document

Grantor(s)/Lessee(s)	East Coventry Township
Mailing Address	855 Ellis Woods Road
City	Pottstown
State	PA
ZIP Code	19465

D. REAL ESTATE LOCATION

Street Address	Rinehart Road	City, Township, Borough	East Coventry Township
County	Chester	School District	O.J. Roberts
		Tax Parcel Number	18-1-575

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration	100.00	2. Other Consideration	+0.00	3. Total Consideration	= 1.00
4. County Assessed Value	0.00	5. Common Level Ratio Factor	x 1.66	6. Fair Market Value	= 0.00

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	0.00	1b. Percentage of Grantor's Interest in Real Estate	100%	1c. Percentage of Grantor's Interest Conveyed	less than 5%
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Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust. If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) Sewer Easement Agreement between Coventry Glen Community Association, Inc. and East Coventry Township

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: *Andrew R. Freimuth* Date: 8/19/13

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

