

**LOWER SALFORD TOWNSHIP
TAX LEVY RESOLUTION**

RESOLUTION NO. 2023-31

A RESOLUTION OF THE TOWNSHIP OF LOWER SALFORD, County of Montgomery, Commonwealth of Pennsylvania, fixing the tax rate/assessments for the year 2024.

BE IT RESOLVED AND ENACTED, and it is hereby resolved and enacted by the Board of Township Supervisors of the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania:

That a tax/assessment be and the same is hereby levied on all real property within the Township of Lower Salford subject to taxation for the fiscal year 2024 as follows:

Tax rate for general purposes, the sum of	2.034 mills
on each dollar of assessed valuation, or the sum of.....	20.34 cents
on each one hundred dollars of assessed valuation.	
For Park Board purposes, the sum of095 mills
on each dollar of assessed valuation, or the sum of95 cents
on each one hundred dollars of assessed valuation	
For Library purposes, the sum of33 mills
on each dollar of assessed valuation, or the sum of	3.3 cents
on each one hundred dollars of assessed valuation	
For Fire Protection purposes, the sum of18 mills
on each dollar of assessed valuation, or the sum of	1.80 cents
on each one hundred dollars of assessed valuation	
For Ambulance Service purposes, the sum of.....	.50 mills
on each dollar of assessed valuation, or the sum of.....	5.0 cents
on each one hundred dollars of assessed valuation	

The same being summarized in tabular form as follows:

	Mills on Each Dollar of Assessed Valuation	Cents on Each One Hundred Dollars of Assessed Valuation
Tax Rate for General Purposes	2.034 Mills	20.34 Cents
Tax Rate for Park Board	.095 Mills	.95 Cents
Tax Rate for Library	.330 Mills	3.30 Cents
Tax Rate for Fire Protection	.180 Mills	1.80 Cents
Tax Rate for Ambulance Services	<u>.50 Mills</u>	<u>.50 Cents</u>
TOTAL	3.139 Mills	31.39 Cents

That any resolution, or part of resolution, conflicting with this resolution be and the same is hereby repealed insofar as the same affects this resolution.

Adopted the 6st day of December, A.D. 2023.

Joseph S. Czajkowski, Secretary

Keith A. Bergman, Chairman
Board of Supervisors

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 2023-32

**A RESOLUTION ADOPTING THE YEAR 2024
MUNICIPAL BUDGET DOCUMENTS**

A RESOLUTION of the Township of Lower Salford, in the County of Montgomery, Commonwealth of Pennsylvania, appropriating specific sums estimated to be required for the specific purposes of the municipal government, hereinafter set forth, during the year 2024.

BE IT RESOLVED AND ENACTED, and it is hereby resolved and enacted by the Board of Township Supervisors of the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania:

Section 1. That for the expenditures and expenses of the fiscal year 2024 the following amounts are hereby appropriated from the fund equities, revenues, and other financing sources available for the year 2024 for the specific purposes as set forth on the attached pages.

Section 2. That any resolution conflicting with this resolution be and the same is hereby repealed insofar as the same affects this resolution.

ADOPTED THIS 6th day of December, A.D. 2023.

Joseph S. Czajkowski, Secretary

Keith A. Bergman, Chairman
Board of Supervisors

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION 2023-33

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF LOWER SALFORD
PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS FOR THE 2023 BUDGET**

WHEREAS the Board of Supervisors of Lower Salford Township adopted a budget for the calendar year of 2023 on December 7, 2022, and

WHEREAS the Second-Class Township Code Article XXXII, Section 3202 (e) authorizes the Supervisors to, by Resolution, make supplemental appropriations for any lawful purpose from any funds on hand or estimated to be received within the fiscal year not otherwise appropriated, and

WHEREAS the Township recently expended \$250,000 for Freedom Valley Medical Rescue.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Lower Salford Township, makes the following supplemental appropriations for the 2023 budget.

General Fund	499.030	\$250,000
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Adopted this 6st Day of December 2023.

ATTEST:

LOWER SALFORD TOWNSHIP

Joseph S. Czajkowski, Township Manager
Secretary

By: _____
Keith A. Bergman, Chairman
Board of Supervisors

**LOWER SALFORD TOWNSHIP
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Adopted the 6st day of December, A.D. 2023.

Joseph S. Czajkowski, Secretary

Keith A. Bergman, Chairman
Board of Supervisors

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, PENNSYLVANIA

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ADOPTED THIS 6th day of December, A.D. 2023.

Joseph S. Czajkowski, Secretary

Keith A. Bergman, Chairman
Board of Supervisors

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION 2023-33

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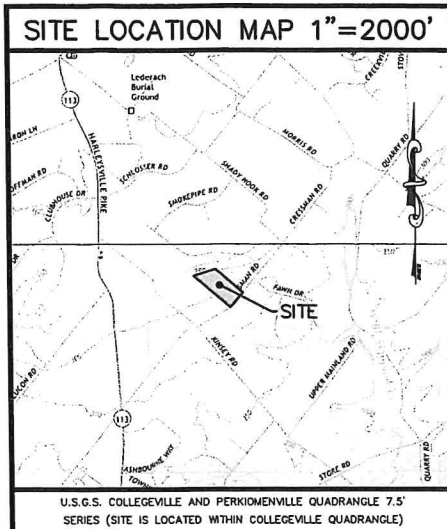
Adopted this 6st Day of December 2023.

ATTEST:

LOWER SALFORD TOWNSHIP

Joseph S. Czajkowski, Township Manager
Secretary

By: _____
Keith A. Bergman, Chairman
Board of Supervisors



- ### GENERAL NOTES
- BOUNDARY INFORMATION TAKEN FROM DEEDS AND PLANS OF RECORD AND A SURVEY BY RICHARD C. MAST ASSOCIATES, P.C., COMPLETED IN FEBRUARY 2023.
 - TOPOGRAPHIC AND ELEVATION INFORMATION BASED ON FIELD SURVEY BY RICHARD C. MAST ASSOCIATES, P.C., COMPLETED IN FEBRUARY 2023.
 - THE SUBJECT TRACT IS LOCATED WITHIN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAN BASED ON THE FLOOD INSURANCE RATE MAP (FIRM NO. 42091C 0230D, EFFECTIVE DATE MARCH 2, 2016) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
 - THE AREA BETWEEN THE TITLE LINE AND THE ULTIMATE RIGHT-OF-WAY OF CRESSMAN ROAD, T-417, IS HEREBY OFFERED TO LOWER SALFORD TOWNSHIP, OR THE AGENCY HAVING JURISDICTION AT THE TIME OF DEDICATION.
 - THE FIFTEEN (15) FEET WIDE TEMPORARY CONSTRUCTION EASEMENTS 1 AND 2 SHOWN ON LOT 1 ARE FOR THE PURPOSE OF CONSTRUCTING THE RESPECTIVE IMPROVEMENTS ON LOT 2 AND LOT 3. THE EASEMENTS SHALL BE EXTINGUISHED UPON COMPLETION OF CONSTRUCTION OF THE DRIVEWAY AND DWELLING FOR EACH RESPECTIVE LOT. NO PERMANENT FACILITIES SHALL BE PLACED WITHIN THE TEMPORARY CONSTRUCTION EASEMENTS.
 - THE 15' WIDE TEMPORARY CONSTRUCTION EASEMENT 3 ON LOT 1 IS FOR THE FUTURE CONSTRUCTION OF ROAD IMPROVEMENTS (WIDENING, CURB AND/OR SIDEWALK AND GRADING) ALONG CRESSMAN ROAD, T-417.
 - SEWER SERVICE FOR THE EXISTING DWELLING AND THE TWO PROPOSED LOTS TO BE PROVIDED BY ON-LOT PRIVATE SEPTIC DISPOSAL. TEST PITS AND LOCATIONS OF PROPOSED ON-LOT SEPTIC DISPOSAL AREAS WERE OBSERVED BY THE MONTGOMERY COUNTY DEPARTMENT OF HEALTH.
 - PUBLIC WATER SERVICE TO BE PROVIDED BY THE NORTH PENN WATER AUTHORITY.
 - ANY NEW UTILITY SERVICES (E.G. GAS, ELECTRIC, ETC.) FOR THE PROPOSED LOTS SHALL BE PROVIDED BY UNDERGROUND SERVICES AND MUST BE APPROVED FOR THEIR LOCATION PRIOR TO INSTALLATION.
 - CONCRETE MONUMENTS, AS DEPICTED HEREON SHALL BE PLACED AFTER FINAL GRADING IS COMPLETED AT A TIME SPECIFIED BY THE TOWNSHIP ENGINEER. ALL REMAINING PROPERTY CORNERS SHALL HAVE IRON PINS.
 - ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOWER SALFORD TOWNSHIP, LOWER SALFORD TOWNSHIP AUTHORITY, AND PA DOT STANDARDS AND SPECIFICATIONS, WHICHEVER MAY BE GREATER AND WHEN APPLICABLE.
 - ON ANY LOT, NO WALL, FENCE, OBJECT, OR STRUCTURE OF ANY KIND SHALL BE ERRECTED.

- ### ZONING DATA
- ZONING REQUIREMENTS OBTAINED FROM THE LOWER SALFORD TOWNSHIP ZONING ORDINANCE, AS AMENDED. REFERENCE ARTICLE VI, SECTIONS 164-27 AND 164-28.
- ZONING DISTRICT: R-1A RESIDENCE DISTRICT
EXISTING USE: SINGLE FAMILY DETACHED DWELLING
PROPOSED USE: SINGLE FAMILY DETACHED DWELLING
- | CRITERIA | REQUIRED | EXISTING | LOT 1 | LOT 2 | LOT 3 |
|-------------------------------|-----------|-------------|-----------|------------|------------|
| MIN NET LOT AREA | 80,000 SF | 405,250 SF | 95,848 SF | 134,990 SF | 148,184 SF |
| MIN LOT WIDTH @ BUILDING LINE | 200 FT | 437.5 FT | 275.7 FT | 232.9 FT | 203.4 FT |
| MIN FRONT YARD SETBACK (1) | 75 FT | 38.4 FT (2) | 38.4 FT | 93.8 FT | 93.8 FT |
| MIN SIDE YARD SETBACK (1) | 40 FT | 124.8 FT | 74.8 FT | 50.0 FT | 50.0 FT |
| MIN REAR YARD SETBACK (1) | 75 FT | 731.2 FT | 192.6 FT | 93.8 FT | 93.8 FT |
| MAX BUILDING COVERAGE | 10.00% | 0.9% | 3.7% | N/A | N/A |
| MAX BUILDING HEIGHT | 35 FT | <35 FT | <35 FT | <35 FT | <35 FT |
- NOTES:
1. Minimum required setbacks are required to be increased by 25% for flag lots (Lots 2 and 3).
2. Existing non-conformance.

LIST OF WAIVERS

- §142-15.C(6)(a) Preliminary Plan Requirements.** A Waiver is requested to not provide Location, Size, Species and Condition of Trees eight inches in diameter (8th) or Greater in wooded areas. Areas of Woodland canopy are shown.
- §142-29.2, 142-41 Existing Roadway Improvement Requirements.** A Deferral is requested from the installation of improvements, including sidewalks, curbs, storm sewers, and bikepaths along Cressman Road.
- §142-28.B Flag Lots.** A Waiver is requested to allow the depth of the proposed flag lots to exceed 2 times their width.
- §142-42.E Street Trees.** A Waiver is requested to allow the existing trees along Cressman Road to satisfy the Street Tree planting requirement.

RECORDING ACKNOWLEDGMENTS

WE, MARK H. AND DONNA K. TUTTLE, ADOPT THIS PLAN AND DESIRE THE SAME TO BE RECORDED.

MARK H. AND DONNA K. TUTTLE

MARK H. TUTTLE DONNA K. TUTTLE

COMMONWEALTH OF PENNSYLVANIA)
SS:)
COUNTY OF)

ON THIS DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED MARK H. AND DONNA K. TUTTLE KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT THEY ARE THE LEGAL OWNERS OF THE LAND SHOWN HEREON AND DESIRES THIS PLAN TO BE DULY RECORDED.

WITNESS MY HAND AND NOTARIZED SEAL THE DAY AND YEAR AFORESAID.

NOTARY PUBLIC _____

COMMISSION EXPIRATION DATE _____

RECOMMENDED FOR APPROVAL BY THE LOWER SALFORD TOWNSHIP PLANNING COMMISSION THIS DAY OF _____, 2023.

ATTEST _____ CHAIRMAN
APPROVED BY THE LOWER SALFORD TOWNSHIP BOARD OF SUPERVISORS THIS DAY OF _____, 2023.

ATTEST _____ CHAIRMAN
REVIEWED BY THE TOWNSHIP ENGINEER OF LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, ON THE _____ DAY OF _____, 2023.

TOWNSHIP ENGINEER _____

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS IN AND FOR THE COUNTY OF MONTGOMERY AT NORRISTOWN, PENNSYLVANIA, IN PLAN BOOK NUMBER _____ PAGE NUMBER _____ ON THE _____ DAY OF _____, 2023.

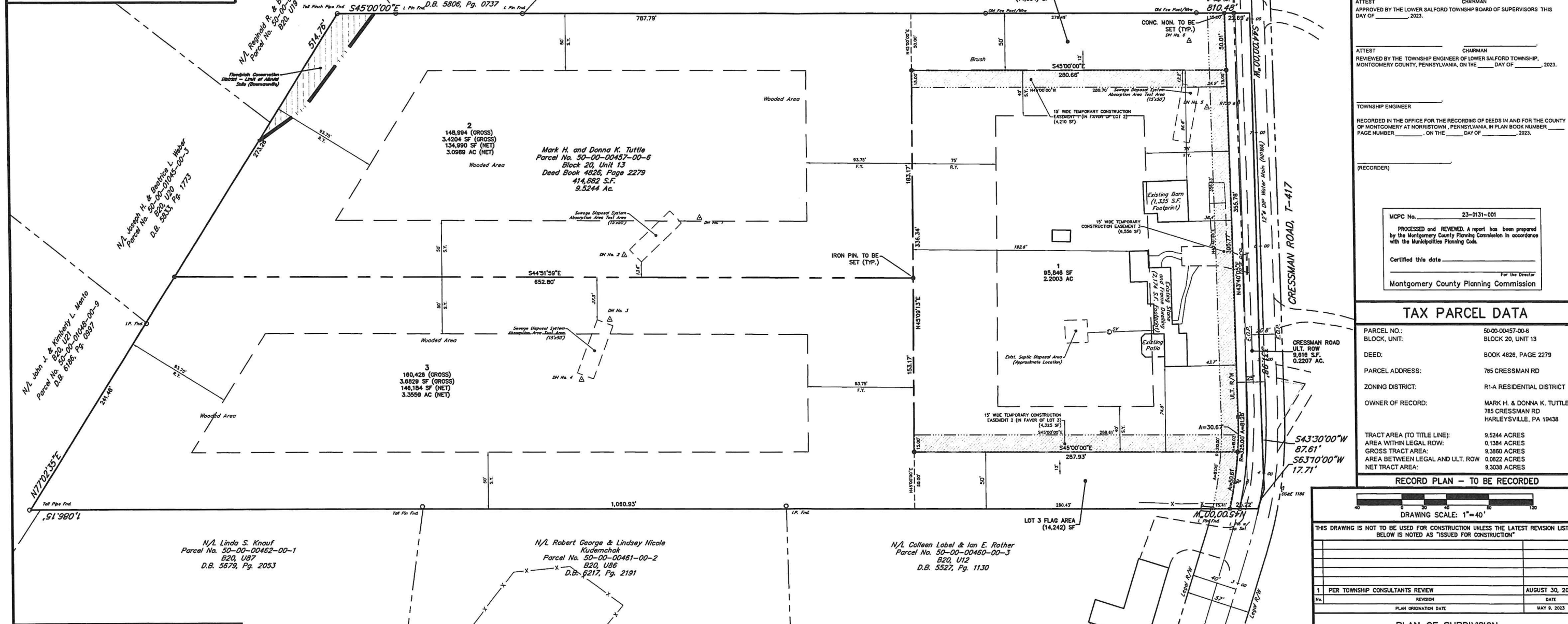
(RECORDER)

MCPC No. 23-0131-001

PROCESSED and REVIEWED. A report has been prepared by the Montgomery County Planning Commission in accordance with the Municipalities Planning Code.

Certified this date _____

For the Director
Montgomery County Planning Commission



LEGEND

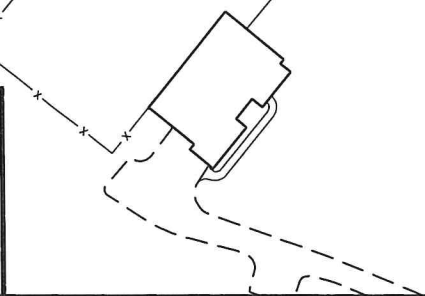
PROPOSED FEATURES LEGEND

---	PROP LOT LINE
- - - -	PROP RIGHT-OF-WAY
---	PROP CENTERLINE
---	PROP CURB
---	PROP SIDEWALK
---	PROP EASEMENT
---	PROP BUFFER
●	PROP IRON PIN
■	PROP CONC. MONUMENT

UNDERGROUND UTILITY NOTE

LOCATIONS OF EXISTING UTILITIES SHOWN HEREON ARE BASED ON INFORMATION RECEIVED FROM FACILITY OWNERS FOLLOWING A CALL TO PA ONE CALL SYSTEM, INC. COMPLETENESS OR ACCURACY OF TYPE, SIZE, DEPTH, OR HORIZONTAL LOCATION OF UTILITIES CANNOT BE GUARANTEED. CONTRACTORS MUST VERIFY THE LOCATION AND DEPTH OF UNDERGROUND UTILITIES BEFORE THE START OF WORK BY NOTIFYING FACILITY OWNERS, THROUGH THE PA ONE CALL SYSTEM (1-800-242-1778 OR 811), NOT LESS THAN 3 BUSINESS DAYS NOR MORE THAN 10 BUSINESS DAYS IN ADVANCE OF BEGINNING EXCAVATION OR DEMOLITION WORK PER THE REQUIREMENTS OF PA ACTS 287 AND 121, AS AMENDED.

DESIGN SERIAL NO.: 20232421640 (AUGUST 30, 2023)



TAX PARCEL DATA

PARCEL NO.:	50-00-00457-00-6
BLOCK, UNIT:	BLOCK 20, UNIT 13
DEED:	BOOK 4826, PAGE 2279
PARCEL ADDRESS:	785 CRESSMAN RD
ZONING DISTRICT:	R-1A RESIDENTIAL DISTRICT
OWNER OF RECORD:	MARK H. & DONNA K. TUTTLE 785 CRESSMAN RD HARLEYSVILLE, PA 19438
TRACT AREA (TO TITLE LINE):	9.5244 ACRES
AREA WITHIN LEGAL ROW:	0.1384 ACRES
GROSS TRACT AREA:	9.3860 ACRES
AREA BETWEEN LEGAL AND ULT. ROW	0.0822 ACRES
NET TRACT AREA:	9.3038 ACRES

RECORD PLAN -- TO BE RECORDED

DRAWING SCALE: 1"=40'

THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION UNLESS THE LATEST REVISION LISTED BELOW IS NOTED AS "ISSUED FOR CONSTRUCTION"

No.	REVISION	DATE
1	PER TOWNSHIP CONSULTANTS REVIEW	AUGUST 30, 2023
	REVISION	DATE
	PLAN ORIGINATION DATE	MAY 9, 2023

PLAN OF SUBDIVISION FOR TUTTLE SUBDIVISION

PREPARED FOR
MARK H. AND DONNA K. TUTTLE
SITE SITUATE IN
LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

Richard C. Mast Associates, P.C.
Consulting Engineers and Surveyors
www.rcmaonline.com

The Village at Lederach
658 Harleysville Pike, Suite 150
Harleysville, PA 19438
(215) 513-2100

DRAFTED BY: PROJ. INGR. PROJECT NO. DRAWING NO.
THI RCMA 3239 1 OF 9

FEDERAL PROJECT NO	N/A
PROJECT NAME/ROUTE	SR7046 BRG R/W
COUNTY	Montgomery
MUNICIPALITY	Lower Salford Township
PARCEL NO.	3
CLAIM NO.	N/A
CLAIMANT	Lower Salford Township

SETTLEMENT STATEMENT

Final Settlement

PROJECTED DISTRIBUTION DATE

Date:

ADDRESS OF CLAIMANT(S)	LOCATION (ADDRESS) OF PROPERTY	CLAIMANT'S ATTORNEY AND ADDRESS
379 Main St. Harleysville, PA 19438	50-00-00095-50-3; 50-00-00070-00-6; 50-00-00091-00-3 - Bergey's Mill Road Schwenksville, PA 19473	

Final Settlement		\$9,200.00
Pro-Rata Share of Current Realty Taxes	_____	
Mortgage Pre-Payment Penalty	_____	
Mortgage Satisfaction Fee	_____	
Less Monies Previously Paid	_____	
Less Monies Credited for Owner Retained Items	_____	
Withheld Pending Building Removal by Owner	_____	
Total Available for Distribution		<u>\$9,200.00</u>

CHARGES:	
Mortgage(s):	
Mortgagee:	
Principal: _____	
Interest (to date: _____) _____	
Pre-Payment Penalty*: _____	
Satisfaction Fee*: _____	
Unpaid Current Taxes:	
Claimant(s) Pro-Rata Share _____	
Pro-Rata Share* _____	
TOTAL	0.00
Liens and/or Delinquent Taxes and Municipal Claims: _____	
Judgment(s): _____	
TOTAL CHARGES	<u>0.00</u>

*Paid by

Minus Total Charges	_____	\$0.00
Balance Due Claimant(s)		<u>\$9,200.00</u>

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES*

GRANTOR:

Lower Salford Township
(Name of Entity)

BY: _____
Douglas R. Jones, Director of Public Works

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Local Project Sponsor.

Signature

Right-of-Way Agent
Title

Date -

FEDERAL PROJECT NO.	N/A
PROJECT NAME/ROUTE	SR7046 BRG R/W
COUNTY	Montgomery
MUNICIPALITY	Lower Salford Township
PARCEL NO.	3
CLAIM NO.	N/A
CLAIMANT	Lower Salford Township

TEMPORARY EASEMENT FOR CONSTRUCTION

THIS INDENTURE is made this _____ day of _____, by Lower Salford Township, owner(s) of the property identified as the above referenced parcel number, its heirs, executors, administrators, successors and/or assigns ("OWNER") and Montgomery County Transportation Authority ("PURCHASER").

WITNESSETH:

WHEREAS, the PURCHASER intends to record a plan, in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn real property for transportation construction or improvement on the above referenced Route, ("Project"); and

WHEREAS, the parties have agreed that, in lieu of condemnation, the OWNER will grant to the PURCHASER a temporary easement for construction purposes.

NOW, THEREFORE, in consideration of the sum of One Thousand Seven Hundred and 00/100 (\$1,700.00) Dollars, the OWNER hereby grants to the PURCHASER a temporary easement for the area shown on the plot plan, attached hereto and made a part hereof, for the purpose of undertaking the Project.

The OWNER also hereby authorizes the entry and re-entry of employees, agents and contractors of the PURCHASER upon said area to do any and all work necessary for the completion of the Project, including the removal of any buildings and/or other structures located on the area covered by the easement; provided, however, that, upon completion of the Project, the PURCHASER shall be obligated to restore the area covered by the easement to a condition commensurate with that of the balance of the property of the OWNER. Such restoration includes removal of debris, filling of holes left by the removal of buildings or structures, draining, filling and/or capping of wells, cesspools and septic tanks and the grading and sowing of grass. The estimated completion date of the Project is two years from the commencement of construction. The temporary easement for construction area is 0.338 acre.

The OWNER does further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the OWNER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the OWNER through or by reason of the aforesaid construction or improvement.

The covenant, terms, and conditions of this Indenture shall be binding upon the OWNER, and the OWNER's heirs, executors, administrators, representatives, successors and assigns.

The OWNER hereby indemnifies the PURCHASER against any claim made by any successor in interest should the OWNER transfer the property to another prior to the completion of construction for which the temporary easement was given.

In addition to the consideration referenced above, the PURCHASER shall pay to the OWNER the amount of Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars as a cost of adjustment for the purpose of replacing trees.

IN WITNESS WHEREOF, the parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

OWNER:

Lower Salford Township
(Name of Entity)

BY: _____
Douglas R. Jones, Director of Public Works

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

PURCHASER

BY: _____
Matthew Edmond, Executive Director

FEDERAL PROJECT NO.	N/A
PROJECT NAME/ROUTE	SR7046 BRG R/W
COUNTY	Montgomery
MUNICIPALITY	Lower Salford Township
PARCEL NO.	3
CLAIM NO.	N/A
CLAIMANT	Lower Salford Township

AGREEMENT OF SALE
(Easement)

THIS AGREEMENT OF SALE (“Agreement”) is made this ____ day of _____, by Lower Salford Township, owner(s) of property affected by the construction or improvement of the above mentioned Route, its heirs, executors, administrators, successors and/or assigns (“SELLER”), and Montgomery County Transportation Authority (“PURCHASER”).

WITNESSETH:

WHEREAS, the PURCHASER intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn SELLER's property for transportation construction or improvement on the above referenced Route (“Project”); and

WHEREAS, the parties have agreed that, in lieu of condemnation, the SELLER will convey to the PURCHASER a slope easement and other estate(s) as designated, if any, from the property or portion thereof required by the PURCHASER.

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

1. **Sale and Conveyance.** The SELLER shall sell and convey to the PURCHASER a slope easement and such other estate(s), if any, as designated on the plot plan attached hereto as Exhibit A. BEING all or a portion of the property conveyed or devised to the SELLER by Deed of P. Glenn Moyer and Susann E. Moyer, his wife, dated December 30, 1977 and recorded in DB 4272, PG 447, together with the improvements, hereditaments, and appurtenances to the easement, except those that are identified in Section 3 below to be retained by the SELLER, free and clear of all liens, charges, delinquent taxes and assessments, and of all leases, agreements and other encumbrances that the SELLER has the right to terminate or remove. The SELLER shall assign to the PURCHASER all of the SELLER’s right, title and interest in those leases, agreements and other encumbrances that cannot be terminated or removed. This conveyance contains 0.074 acre and is identified on PURCHASER plans as Parcel 3.
2. **Warranty.** The SELLER warrants SPECIALLY the easement conveyed.
3. **Reservation.** The SELLER hereby excepts and reserves from this conveyance all right, title and interest in and to all minerals, including oil, gas, subsurface gas storage and subsurface gas storage protection together with the right to produce, inject, store subsurface, withdraw and protect natural gas and oil; said mining, removal, storage and storage protection activities to be accomplished from a minimum depth to be determined by the PURCHASER, from mine shafts, wells or other facilities located off the right-of-way, it being the intent of this provision that the PURCHASER owns the right of support and no mineral activities may take place on the surface of the land acquired by the PURCHASER.
4. **Purchase Price and Expenses.** The PURCHASER shall pay to the SELLER the purchase price of \$1,350.00 within ninety (90) days of the date of execution of this Agreement. The PURCHASER shall also pay all expenses of examination of the title and of preparation and recording of the deed.

5. **Right of Entry.** Upon execution of this Agreement, the PURCHASER, its agents and contractors, shall have the right to enter upon the property for making studies, tests, soundings and appraisals.

6. **Settlement and Release.** The SELLER does further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the SELLER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903, 904 (Replacement Housing) and/or Section 905 (Housing Replacement Authorization) of the Eminent Domain Code.

7. **Tenant Indemnification.**

No Tenants.

The SELLER shall indemnify the PURCHASER against any claim made by any lessee of the property who has not entered into a Settlement Agreement with the PURCHASER.

8. **Binding Effect.** This Agreement shall accrue to the benefit of and be binding upon the parties to this Agreement and their respective heirs, executors, administrators, representatives, successors and assigns.

9. **Applicable Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions).

10. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

11. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by a party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

12. **Assignment.** This Agreement may not be assigned by the SELLER, either in whole or in part, without the written consent of the PURCHASER.

13. **Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

14. **Right-To-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement.

15. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement below.

INDIVIDUALS

ENTITIES*

SELLER:

Lower Salford Township

(Name of Entity)

BY: _____
Douglas R. Jones, Director of Public Works

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

PURCHASER

BY: _____
Matthew Edmond, Executive Director

Prepared By: Alrows, LLC
Allen Thompson-Right-of-Way Agent
961 Old 6th Avenue Road
Altoona, PA 16601

Return To: Montgomery County Transportation Authority
Matthew Edmond, Executive Director
425 Swede Street, Suite 201
Norristown, PA 19401

Site Location: Part of Parcel ID # 50-00-00095-50-3
Bergey's Mill Road, Schwenksville, PA 19473

LPS - 12 (9/20)

FEDERAL PROJECT NO.	N/A
PROJECT NAME/ROUTE	SR 7046 BRG R/W
COUNTY	Montgomery
MUNICIPALITY	Lower Salford Township
PARCEL NO.	3
CLAIM NO.	N/A
CLAIMANT	Lower Salford Township

DEED OF EASEMENT

THIS INDENTURE is made this ___ day of _____, by Lower Salford Township , owner(s) of property affected by the construction or improvement of the above mentioned Route, its heirs, executors, administrators, successors, and/or assigns (“GRANTOR”), and the Montgomery County Transportation Authority (“GRANTEE”).

WITNESSETH:

WHEREAS, the GRANTEE intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn GRANTOR’s property for transportation construction or improvement on the above referenced Route; and

WHEREAS, the parties have agreed that, in lieu of condemnation, the GRANTOR will convey to the GRANTEE a slope easement and other estate(s) as designated, if any, from the property or portion thereof required by the GRANTEE.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the GRANTOR does hereby grant and convey to the GRANTEE a slope easement and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by P. Glenn Moyer and Susann E. Moyer, his wife of Montgomery County, PA, dated December 30, 1977 and recorded in Deed Book 4272, Page 447, together with the improvements, hereditaments and appurtenances thereto. This conveyance contains 0.074 acre and is identified on GRANTEE plans as Parcel 3. The GRANTOR warrants SPECIALLY the property hereby conveyed.

The GRANTOR hereby excepts and reserves from this conveyance all right, title, and interest in and to all minerals, including oil, gas, subsurface gas storage, and subsurface gas storage protection together with the right to produce, inject, store subsurface, withdraw, and protect natural gas and oil; said mining, removal, storage and storage protection activities to be accomplished from a minimum depth to be determined by the GRANTEE, from mine shafts, wells or other facilities located off the right-of-way, it being the intent of this provision that the GRANTEE owns the right of support and no mineral activities may take place on the surface of the land acquired by the GRANTEE.

The GRANTOR does further remise, release, quitclaim and forever discharge the GRANTEE or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903, 904 (Replacement Housing) and/or Section 905 (Housing Replacement Authorization) of the Eminent Domain Code.

The GRANTOR does further indemnify the GRANTEE against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the GRANTEE.

The covenants, terms, and conditions of this Indenture shall be binding upon the GRANTOR and the GRANTOR's heirs, executors, administrators, successors and assigns.

Certificate of Residence

I hereby certify the Grantee's precise residence to be:

Montgomery County Transportation Authority
425 Swede Street, Suite 201
Norristown, PA 19401

Witness my hand this _____ day of _____, _____

Agent for the Grantee

IN WITNESS WHEREOF, the GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

GRANTOR:

Lower Salford Township

(Name of Entity)

BY: _____
Joseph S. Czajkowski, Township Manager

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity

INDIVIDUAL

ENTITY

STATE OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 20____,
before me, _____,
the undersigned officer, personally appeared _____,
_____, known to me
(or satisfactorily proven) to be the person(s) whose
name(s) _____ subscribed to the within instrument,
and acknowledged that _____ executed the
instrument for the purposes contained in it.

In witness whereof, I hereto set my hand and official
seal.

[Signature]

[Title]

[Seal]

STATE OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 20____,
before me, _____, the
undersigned officer, personally appeared _____,
_____, who
acknowledged _____ self to be the
_____ [title] of
_____ [name of
entity], and that as such _____
_____ [title], being authorized to do
so, executed the foregoing instrument for the purposes
contained in it by signing on behalf of the entity as
_____ [title].

In witness whereof, I hereto set my hand and official
seal.

[Signature]

[Title]

[Seal]

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel

FEDERAL PROJECT NO.	N/A
PROJECT NAME/ROUTE	SR7046 BRG R/W
COUNTY	Montgomery
MUNICIPALITY	Lower Salford Township
PARCEL NO.	3
CLAIM NO.	N/A
CLAIMANT	Lower Salford Township

AGREEMENT OF SALE
(Fee Simple)

THIS AGREEMENT OF SALE ("Agreement") is made this ____ day of _____, by Lower Salford Township, owner(s) of property affected by the construction or improvement of the above referenced Route, its heirs, executors, administrators, successors and/or assigns ("SELLER"), and Montgomery County Transportation Authority ("PURCHASER").

WITNESSETH:

WHEREAS, the PURCHASER intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn SELLER's property for transportation construction or improvement on the above referenced Route; and

WHEREAS, the parties have agreed that, in lieu of condemnation, the SELLER will convey in fee simple and such other lesser estate(s) as designated, if any, to the PURCHASER the property or a portion thereof required by the PURCHASER.

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

1. **Sale and Conveyance.** The SELLER shall sell and convey to the PURCHASER in fee simple:

- the premises described by metes and bounds in Exhibit A which is attached hereto.
- that portion of the property designated as required right-of-way or as acquired in fee simple for other purposes on the plot plan which is attached hereto as Exhibit A; and those areas, if any, designated as required for easement purposes as identified in the plot plan.

Being all or a portion of the property conveyed or devised to the SELLER by Deed of Alice W. Weirman, widow, dated June 30, 1970 and recorded in DB 3600, PG 1072; by Deed of P. Glenn Moyer and Susann E. Moyer, his wife, dated December 30, 1977 and recorded in DB 4272, PG 447, together with the improvements, hereditaments, and appurtenances to the property, except those that are identified in Section 3 below to be retained by the SELLER, free and clear of all liens, charges, delinquent taxes and assessments, and of all leases, agreements and other encumbrances that the SELLER has the right to terminate or remove. The SELLER shall assign to the PURCHASER all of the SELLER's right, title and interest in those leases, agreements, and other encumbrances that cannot be terminated or removed. This conveyance contains 0.146 acre, and the property is identified on PURCHASER plans as Parcel 3.

2. **Warranty.** The SELLER warrants SPECIALLY the property interest conveyed.

3. **Reservation.** The SELLER hereby excepts and reserves from this conveyance all right, title and interest in and to all minerals, including oil, gas, subsurface gas storage and subsurface gas storage protection together with the right to produce, inject, store subsurface, withdraw and protect natural gas and oil; said mining, removal, storage and storage protection activities to be accomplished from a minimum depth to be determined by the PURCHASER, from mine shafts, wells or other facilities located off the right-of-way, it being the intent of this provision that the PURCHASER owns the right of support and no mineral activities may take place on the surface of the land acquired by the PURCHASER.

4. **Purchase Price and Expenses.** The PURCHASER shall pay to the SELLER the purchase price of \$ 3,650.00 within ninety (90) days of the date of execution of this Agreement. The PURCHASER shall also pay all expenses of examination of the title and of preparation and recording of the deed.

5. **Risk of Loss.** The SELLER shall bear the risk of loss or damage to the property by fire or other casualty until possession of the property has been delivered to the PURCHASER. The SELLER may continue to insure the property after possession has been delivered until title has passed to the PURCHASER under this Agreement. The SELLER shall ensure that any insurance policy(ies) on such building(s) shall be amended to provide for payment thereunder (by means of a standard mortgage clause) to the PURCHASER of the amount paid to the SELLER under this Agreement.

6. **Notice to Vacate.** If this sale will result in a residential or business displacement, the PURCHASER will not require vacation of the property for at least ninety (90) days from the date of execution of this Agreement. The PURCHASER will issue a NOTICE TO VACATE to the SELLER at least thirty (30) days before the PURCHASER takes possession of the property.

7. **Continued Possession.** The SELLER may remain in possession, on a rent-free basis, until N/A. After that date the SELLER shall pay rent to the PURCHASER in the amount of \$0.00 per month. The SELLER shall pay the rent, in advance, beginning N/A, on a month-to-month basis until possession of the property has been delivered to the PURCHASER. The SELLER may relocate prior to this date. The SELLER shall execute the PURCHASER standard Lease Agreement, Form RW-670. Upon the expiration of one year, the amount of rental may be changed at the discretion of the PURCHASER.

8. **Right of Entry.** Upon execution of this Agreement, the PURCHASER, its agents and contractors, shall have the right to enter upon the premises to be conveyed for making studies, tests, soundings and appraisals.

9. **Settlement and Release.** The SELLER does further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the SELLER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903, 904 (Replacement Housing) and/or Section 905 (Housing Replacement Authorization) of the Eminent Domain Code.

10. **Tenant Indemnification.**

No tenants.

The SELLER shall indemnify the PURCHASER against any claim made by any lessee of the property who has not entered into a Settlement Agreement with the PURCHASER.

11. **Binding Effect.** This Agreement shall accrue to the benefit of and be binding upon the parties to this Agreement and their respective heirs, executors, administrators, representatives, successors and assigns.

12. **Applicable Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions).

13. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

14. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by a party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

15. **Assignment.** This Agreement may not be assigned by the SELLER, either in whole or in part, without the written consent of the PURCHASER.

16. **Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

17. **Right-To-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement.

18. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement below.

INDIVIDUALS

ENTITIES*

SELLER:

Lower Salford Township
(Name of Entity)

BY: _____
Douglas R. Jones, Director of Public Works

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

PURCHASER

BY: _____
Matthew Edmond, Executive Director

Prepared By: Alrows, LLC
Allen Thompson, Right-of-Way Agent
961 Old 6th Avenue Road
Altoona, PA 16601

Return To: Montgomery County Transportation Authority
Matthew Edmond, Executive Director
425 Swede Street, Suite 201
Norrstown, PA 19401

Site Location: Part of Parcel ID # 50-00-00095-50-3
Bergey's Mill Road, Schwenksville, PA 19473

LPS - 13 (9/20)

FEDERAL PROJECT NO.	N/A
PROJECT NAME/ROUTE	SR 7046 BRG R/W
COUNTY	Montgomery
MUNICIPALITY	Lower Salford Township
PARCEL NO.	3
CLAIM NO.	N/A
CLAIMANT	Lower Salford Township

DEED
(Fee Simple)

THIS INDENTURE is made this ___ day of _____, by Lower Salford Township, owner(s) of property affected by the construction or improvement of the above mentioned Route, its heirs, executors, administrators, successors, and/or assigns ("GRANTOR"), and Montgomery County Transportation Authority ("GRANTEE").

WITNESSETH:

WHEREAS, the GRANTEE intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn GRANTOR's property for transportation construction or improvement on the above referenced Route; and

WHEREAS, the parties have agreed that, in lieu of condemnation, the GRANTOR will convey in fee simple and such other estate(s) as designated, if any, to the GRANTEE the property or portion thereof required by the GRANTEE.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the GRANTOR does hereby grant and convey in fee simple to the GRANTEE:

- the premises described by metes and bounds in Exhibit A which is attached hereto.
- that portion of the premises designated as required right-of-way or as acquired in fee simple for other purposes on the plot plan which is attached hereto as Exhibit A; and those areas, if any, designated as required for easement purposes as identified in the plot plan.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by P. Glenn Moyer and Susann E. Moyer, his wife of Montgomery County, PA, dated December 30, 1977 and recorded in Deed Book 4272, Page 447, together with the improvements, hereditaments and appurtenances thereto. This conveyance contains 0.029 acre and is identified on GRANTEE plans as Parcel 3. The GRANTOR warrants SPECIALLY the property hereby conveyed.

The GRANTOR hereby excepts and reserves from this conveyance all right, title, and interest in and to all minerals, including oil, gas, subsurface gas storage, and subsurface gas storage protection together with the right to produce, inject, store subsurface, withdraw, and protect natural gas and oil; said mining, removal, storage and storage protection activities to be accomplished from a minimum depth to be determined by the GRANTEE, from mine shafts, wells or other facilities located off the right-of-way, it being the intent of this provision that the GRANTEE owns the right of support and no mineral activities may take place on the surface of the land acquired by the GRANTEE.

The GRANTOR does further remise, release, quitclaim and forever discharge the GRANTEE or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903, 904 (Replacement Housing) and/or Section 905 (Housing Replacement Authorization) of the Eminent Domain Code.

The GRANTOR does further indemnify the GRANTEE against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the GRANTEE.

The covenants, terms, and conditions of this Indenture shall be binding upon the GRANTOR and the GRANTOR's heirs, executors, administrators, successors and assigns.

Certificate of Residence

I hereby certify the Grantee's precise residence to be:

Montgomery County Transportation Authority
425 Swede Street, Suite 201
Norristown, PA 19401

Witness my hand this _____ day of _____, _____

Agent for the GRANTEE

IN WITNESS WHEREOF, the GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

GRANTOR:

Lower Salford Township
(Name of Entity)

BY: _____
Joseph S. Czajkowski, Township Manager

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

INDIVIDUAL

ENTITY

<p>STATE OF PENNSYLVANIA COUNTY OF _____</p> <p>On this ____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____ _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed the instrument for the purposes contained in it.</p> <p>In witness whereof, I hereto set my hand and official seal.</p> <p>_____ [Signature] _____ [Title]</p> <p>[Seal]</p>	<p>STATE OF PENNSYLVANIA COUNTY OF _____</p> <p>On this ____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____, who acknowledged _____ self to be the _____ [title] of _____ [name of entity], and that as such _____ _____ [title], being authorized to do so, executed the foregoing instrument for the purposes contained in it by signing on behalf of the entity as _____ [title].</p> <p>In witness whereof, I hereto set my hand and official seal.</p> <p>_____ [Signature] _____ [Title]</p> <p>[Seal]</p>
--	--

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel

Prepared By: Alrows, LLC
Allen Thompson, Right-of-Way Agent
961 Old 6th Avenue Road
Altoona, PA 16601

Return To: Montgomery County Transportation Authority
Matthew Edmond, Executive Director
425 Swede Street, Suite 201
Norrstown, PA 19401

Site Location: Part of Parcel ID # 50-00-00070-00-6
Bergey's Mill Road, Schwenksville, PA 19473

LPS - 13 (9/20)

FEDERAL PROJECT NO.	N/A
PROJECT NAME/ROUTE	SR 7046 BRG R/W
COUNTY	Montgomery
MUNICIPALITY	Lower Salford Township
PARCEL NO.	3
CLAIM NO.	N/A
CLAIMANT	Lower Salford Township

DEED
(Fee Simple)

THIS INDENTURE is made this ___ day of _____, by Lower Salford Township , owner(s) of property affected by the construction or improvement of the above mentioned Route, its heirs, executors, administrators, successors, and/or assigns (“GRANTOR”), and Montgomery County Transportation Authority (“GRANTEE”).

W I T N E S S E T H :

WHEREAS, the GRANTEE intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn GRANTOR’s property for transportation construction or improvement on the above referenced Route; and

WHEREAS, the parties have agreed that, in lieu of condemnation, the GRANTOR will convey in fee simple and such other estate(s) as designated, if any, to the GRANTEE the property or portion thereof required by the GRANTEE.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the GRANTOR does hereby grant and convey in fee simple to the GRANTEE:

- the premises described by metes and bounds in Exhibit A which is attached hereto.
- that portion of the premises designated as required right-of-way or as acquired in fee simple for other purposes on the plot plan which is attached hereto as Exhibit A; and those areas, if any, designated as required for easement purposes as identified in the plot plan.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by Alice W. Weirman, widow of Montgomery County, PA, dated June 30, 1970 and recorded in Deed Book 3600, Page 1072, together with the improvements, hereditaments and appurtenances thereto. This conveyance contains 0.117 acre and is identified on GRANTEE plans as Parcel 3. The GRANTOR warrants SPECIALLY the property hereby conveyed.

The GRANTOR hereby excepts and reserves from this conveyance all right, title, and interest in and to all minerals, including oil, gas, subsurface gas storage, and subsurface gas storage protection together with the right to produce, inject, store subsurface, withdraw, and protect natural gas and oil; said mining, removal, storage and storage protection activities to be accomplished from a minimum depth to be determined by the GRANTEE, from mine shafts, wells or other facilities located off the right-of-way, it being the intent of this provision that the GRANTEE owns the right of support and no mineral activities may take place on the surface of the land acquired by the GRANTEE.

The GRANTOR does further remise, release, quitclaim and forever discharge the GRANTEE or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903, 904 (Replacement Housing) and/or Section 905 (Housing Replacement Authorization) of the Eminent Domain Code.

The GRANTOR does further indemnify the GRANTEE against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the GRANTEE.

The covenants, terms, and conditions of this Indenture shall be binding upon the GRANTOR and the GRANTOR's heirs, executors, administrators, successors and assigns.

Certificate of Residence

I hereby certify the Grantee's precise residence to be:

Montgomery County Transportation Authority
425 Swede Street, Suite 201
Norristown, PA 19401

Witness my hand this _____ day of _____, _____

Agent for the GRANTEE

IN WITNESS WHEREOF, the GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

GRANTOR:

Lower Salford Township
(Name of Entity)

BY: _____
Joseph S. Czajkowski, Township Manager

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

INDIVIDUAL

ENTITY

STATE OF PENNSYLVANIA
COUNTY OF _____

On this ____ day of _____, 20 ____,
before me, _____,
the undersigned officer, personally appeared

_____, known to me
(or satisfactorily proven) to be the person(s) whose
name(s) _____ subscribed to the within instrument,
and acknowledged that _____ executed the
instrument for the purposes contained in it.

In witness whereof, I hereto set my hand and official
seal.

[Signature]

[Title]

[Seal]

STATE OF PENNSYLVANIA
COUNTY OF _____

On this ____ day of _____, 20 ____,
before me, _____, the
undersigned officer, personally appeared
_____, who
acknowledged _____ self to be the
_____ [title] of
_____ [name of entity],
and that as such _____
_____ [title], being authorized to do so,
executed the foregoing instrument for the purposes
contained in it by signing on behalf of the entity as
_____ [title].

In witness whereof, I hereto set my hand and official
seal.

[Signature]

[Title]

[Seal]

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel

INTERMUNICIPAL EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is made this _____ day of _____, 2023, between **LIMERICK TOWNSHIP**, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania with an address at 646 West Ridge Pike, Limerick, Pennsylvania 19468 (“Limerick Township”), and **LOWER SALFORD TOWNSHIP**, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania with an address at 379 Main Street, Harleysville, Pennsylvania 19438 (“Lower Salford Township”), and **HARLEYSVILLE AREA EMERGENCY MEDICAL SERVICE, INC.**, a Pennsylvania non-profit corporation (“FVMR”) d/b/a Freedom Valley Medical Rescue, with an address at 309 Main Street, Harleysville, Pennsylvania 19438. Hereinafter, Limerick Township and Lower Salford Township are sometimes referred to collectively as the “Townships” and the Townships and FVMR are sometimes collectively referred to as the “Parties”.

RECITALS

A. FVMR provides pre-hospital life support and transportation services (“Emergency Medical Services”) to the residents of a number of municipalities in central Montgomery County, Pennsylvania, including Limerick Township and Lower Salford Township.

B. Limerick Township and Lower Salford Township have provided FVMR with discretionary monetary contributions which have been used by FVMR to acquire and maintain real property, equipment, and assets to undertake operations and other activities in order to provide Emergency Medical Services to Limerick Township and Lower Salford Township.

C. For the protection of Limerick Township’s and Lower Salford Township’s past and future contributes to FVMR, FVMR has agreed to transfer and covey all of FVMR’s rights and assets to Limerick Township and Lower Salford Township, or their respective nominees, in the event that FVMR ceases to provide adequate and appropriate Emergency Medical Services, as set forth in greater detail below.

AGREEMENT

In consideration of the promises, covenants and conditions contained in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals are hereby incorporated herein by reference as set forth at length hereinabove.

2. **Authority.** The Pennsylvania Intergovernmental Cooperation Act, 53 P.S. § 2301, *et. seq.*, authorizes Limerick Township and Lower Salford Township to enter into an agreement to provide for intergovernmental services.

3. **Purpose.** This Agreement sets forth the rights and responsibilities of the parties hereto with respect to Limerick Township’s and Lower Salford Township’s funding of FVMR for Emergency Medical Services.

4. **Term.** The term of this Agreement shall be for a period of one (1) year from the date

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on which the last party executes this Agreement. Prior to the expiration of the Term, the Parties shall in good faith negotiate and approve a new agreement or an amendment to this Agreement upon terms and conditions satisfactory to the Parties. In the event that a new agreement or an amendment to this Agreement is not reached by the Parties, this Agreement shall automatically extend year to year until the earlier of: (1) the execution of new agreement or amendment to this Agreement by the Parties, (2) the Townships acquire the Assets (as defined below) pursuant to this Agreement; or (3) the Townships no longer allocate or provide contributions to FVMR or terminate allocated contributions as set forth herein.

5. **Standards for Emergency Medical Services.** The following services shall be provided to Limerick Township and Lower Salford Township as Emergency Medical Services pursuant to the standards set forth below:

a. Emergency medical services (“EMS”), as that term is defined in Pennsylvania’s Emergency Service System Act (Act 37 of 2009) and the regulations promulgated thereunder, as the same may be amended from time to time.

b. The level of service provided must be deemed to be satisfactory by the Montgomery County Division of Emergency Medical Services, as reflected by its issuance or renewal of FVMR’s license to provide the Emergency Medical Services, as applicable.

c. The necessary personnel, equipment, supplies and vehicles to meet the standards set forth herein and any services that may be provided by FVMR to other municipalities.

d. Stand-by coverage as requested for fire and police incidents in the Townships.

e. All personnel, equipment, supplies, vehicles and services provided shall be in accordance with all applicable federal, state and local laws, statutes, ordinances and regulations pertaining to EMS, including but not be limited to, all licensing, training, qualifications and education. Without in any way limiting the foregoing, at all times during this Agreement and any extension thereof, FVMR shall keep on file with the Townships a current and up-to-date policy, directive or general order regarding FVMR’s standard operating procedures for handling drug inventories during any shift of any personnel while in service in the Townships.

f. Response times from dispatch and arrival for all calls within Limerick Township and Lower Salford Township shall be satisfactory to each Township.

6. **Conditions to Contributions by the Townships.** Any contributions provided to FVMR in the past or in the future by Limerick Township and/or Lower Salford Township are and will be deemed to have been given subject to the following terms and conditions:

a. Limerick Township and Lower Salford Township may, from time to time and in their sole and absolute discretion, provide FVMR with monetary contributions for the continued provision of Emergency Medical Services within those respective Townships as set forth herein. Neither Limerick Township nor Lower Salford Township shall be considered, deemed or otherwise determined to be a guarantor of FVMR with regard to any services provided by FVMR or any debts,

liens, obligations and liabilities existing now or in the future, as a result of any contributions made by Limerick Township or Lower Salford Township in the past or in the future. Contributions made by Limerick Township and Lower Salford Township, whether past or present, are for Emergency Medical Services and the other rights and interests set forth in this Agreement, have not been or will not be considered a guarantee to adequately fund the operations of FVMR. Monetary contributions may be allocated on an annual basis but paid to FVMR quarterly as determined by the Townships. The Townships may withhold such contributions in the event that FVMR is not in compliance with this Agreement or for any other reason at all as determined in the sole discretion of the Townships.

b. FVMR is the lawfully seized in fee simple of certain real property located at 309 Main Street in Lower Salford Township, Montgomery County, Pennsylvania, being Tax Parcel No. 50-00-01756-64-2 (the "Property"), and FVMR has the right to grant, convey, mortgage and otherwise encumber the same. FVMR shall keep the Property in good condition and repair, and shall not remove, demolish or materially alter any building or improvements on the Property or any building installations or fixtures, nor commit or suffer waste with respect thereto, and shall promptly repair and restore all damage by fire, casualty or otherwise. If there is any loss or damage to the Property, FVMR will give prompt written notice thereof to Limerick Township and Lower Salford Township and Limerick Township or Lower Salford Township may make proof of loss thereof if not made promptly by FVMR. FVMR shall comply with all laws, rules, regulations and ordinances which may now or hereafter become applicable to the Property. Upon twenty-four (24) hours' notice to FVMR, FVMR shall permit Limerick Township's or Lower Salford Township's agents to enter upon the Property, and any buildings and/or improvements thereon, for the purpose of inspecting and/or appraising the Property, and/or exercising any other rights of Limerick Township or Lower Salford Township hereunder. In that a notice of default is received by FVMR from the holder of any existing mortgage, note, lien or other debt or in the event of a foreclosure on the Property by the holder of any existing mortgage, note, lien or other debt, FVMR shall immediately notify Limerick Township and Lower Salford Township of such action.

c. In the event that FVMR is no longer able or willing to provide Emergency Medical Services to Limerick Township and/or Lower Salford Township in accordance with this Agreement, as determined in the sole discretion of the Townships, or in the event that FVMR is dissolved or terminates its affairs, FVMR shall promptly transfer all rights, title and interests to all FVMR assets, including, without limitation, all cash, guarantees, agreements, warranties, licenses, leases, rents, insurance claims, accounts receivable, the Property, all other real estate, buildings, all vehicles and emergency services apparatuses, and personal property, wherever located, whether now existing or owned or hereafter arising or acquired, and whether or not affixed to any real property, including, without limitation, (i) all additions to, substitutions for and replacements of the foregoing, (ii) all proceeds of the foregoing including insurance proceeds, (iii) all business records and information relating to any of the foregoing and any software or other programs for accessing and manipulating such information (each an "Asset," collectively, the "Assets") to Limerick Township and Lower Salford Township, or their respective nominees, subject to any outstanding debts, liens and obligations on such Assets. Under such circumstances, all such debts, liens and obligations on such Assets shall be either assumed or paid by the Township or Townships acquiring such Asset. In the event that the consent of the holder of any mortgage, loan, note, lien or other debt is required to transfer any Asset as required hereby, FVMR shall promptly and in good faith use its best efforts to obtain such consent so that the Asset can be transferred in accordance with this Agreement.

d. FVMR shall pay all real estate taxes, insurance premiums, water rents, sewer rents, and all other charges, assessments and claims which may become a lien upon, or be assessed

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or levied at any time by any lawful authority upon the Assets, which by present or future laws shall or may have priority or parity in the lien or payment to Limerick Township's and Lower Salford Township's interest in the Assets pursuant to this Agreement, and shall pay the same on or before the last day on which such rent, charge, assessment or claim may be paid without interest or penalty, without prior notice or demand, and produce a receipt for or evidence of such payment within thirty (30) days of Limerick Township's or Lower Salford Township's request.

e. FVMR shall keep the Assets insured for the benefit of Limerick Township and Lower Salford Township against loss by fire and other customarily insured casualties (with extended coverage endorsements), in the amount of the full insurable value of each Asset. FVMR shall also keep in full force and effect a broad form commercial general liability insurance policy covering all operations of FVMR on the Property and providing for owner's liability coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. All policies of liability insurance required hereunder shall name Limerick Township and Lower Salford Township, their respective successors and assigns, as additional insured and all policies of insurance shall name Limerick Township and Lower Salford Township as loss payees, as their interests may appear, and shall provide for written notice of cancellation to Limerick Township and Lower Salford Township at least thirty (30) days prior to the effective date of such cancellation. FVMR shall provide certificates evidencing such insurance upon request of either Limerick Township or Lower Salford Township.

f. In the event that both Limerick Township and Lower Salford Township together acquire title to an Asset, such ownership interests shall be Limerick Township, 45%; Lower Salford Township, 55%, unless a different proportion of ownership is otherwise agreed to by Limerick Township and Lower Salford Township. For each such Asset, each Township shall assume its *pro-rata* share of the outstanding debts, liens, liability and obligations.

g. To secure the full and prompt performance of FVMR's obligations hereunder, FVMR hereby grants unto Limerick Township and Lower Salford Township a lien on and security interest in the Assets, with each respective lienholder having a lien and security interest in an amount equal to the amount of financial contributions provided by such lienholder to FVMR in the past and in the future. Limerick Township and Lower Salford Township shall have the right, at any time and in their sole and absolute discretion, to file such financing statements and similar documents as they deem necessary with respect to such liens and security interests. In the event that the consent the holder of any existing mortgage, loan, note, lien or other debt is required to file any such document, FVMR shall promptly obtain such consent and deliver the same to the Townships. FVMR shall promptly sign and deliver any documents presented to it by the Townships or on behalf of the Townships required for the filing of any document desired with respect to the lien and security interest granted herein by FVMR to the Townships.

h. FVMR shall not make or permit to be made any sale, transfer or other disposition of any Asset without the prior written consent of Limerick Township and Lower Salford Township. FVMR nor shall FVMR grant or allow the imposition of any new lien, security interest or encumbrance on, or assignment of, any Asset unless consented to in writing by Limerick Township and Lower Salford Township. FVMR shall keep the Assets in good condition, including, without limitation, the performance of all manufacturer recommended maintenance and service, and shall not commit or permit any waste, damage or destruction, other than ordinary wear and tear, to such Assets.

i. To the best of FVMR's knowledge, FMVR is in compliance with all terms, covenants and conditions of all instruments of record relating to the Assets, non-compliance with which might affect the security interest granted herein.

j. FVMR shall not enter into any new agreements or modifications to existing agreements which create a lien or security interest in any of the Assets without the prior written consent of Limerick Township and Lower Salford Township.

k. FVMR shall promptly amend its bylaws to provide that (i) such bylaws shall not contain any provision which is in conflict with this Agreement, and (ii) that FVMR shall perform no act (or fail to perform any act) which would cause it to be in violation of this Agreement. Once the bylaws have been so amended, FVMR may not further amend the bylaws to repeal or amend such provisions without the prior written consent of Limerick Township and Lower Salford Township.

l. Notwithstanding any other provision hereof, Limerick Township and Lower Salford Township shall have the right to refuse assumption of any Asset or Assets in each Township's sole and absolute discretion. No such refusal, however, shall prevent the other township from assuming such asset or assets.

7. **Indemnification.** FVMR covenants and agrees, at its sole cost and expense, to indemnify, release, defend and hold harmless Limerick Township and Lower Salford Township, and their respective officers, employees, solicitors, successors and assigns, against and from any and all causes of action, claims, demands, damages, losses, costs and expenses, whether or not such claim is ultimately defeated, and of any good faith settlement, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including reasonable attorneys' fees and consultants' fees, any of which are incurred at any time, resulting directly or indirectly and arising from or out of or in connection with the subject matter of this Agreement.

8. **Review by Counsel.** FVMR acknowledges that it has had the opportunity to consult with its own legal counsel regarding this Agreement; that it fully understands its terms, content and effect; and that it voluntarily and knowingly agrees to the terms hereof.

9. **Entire Agreement.** The parties hereto agree that this Agreement represents the entire understanding of the parties and that there are no prior or contemporaneous agreements, covenants, or conditions with respect thereto. This Agreement may only be amended by written agreement executed by all parties.

10. **Counterparts and Signatures.** The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and scanned signatures of this Agreement shall be considered originals.

11. **Costs.** Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement or related transactions shall be paid by the party incurring such cost or expense.

12. **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of FVMR, Limerick Township and Lower Salford Township. Any contributions made by Limerick

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Township and Lower Salford Township, which contributions, if any, are to be made in the sole discretion of each Township, are solely and exclusively for the benefit of Limerick Township and Lower Salford Township and may be freely waived or reduced in whole or in part by Limerick Township and Lower Salford Township at any time, if, in their sole discretion, it deems it advisable to do so, and no person shall have standing to require Limerick Township or Lower Salford Township to make any contributions. In the event that Limerick Township and/or Lower Salford Township assume or acquire the Assets pursuant to this Agreement, neither Township shall be obligated or otherwise required to provide any services to any other municipality.

13. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid to the fullest extent permitted by law, but if any provision, or any part of any provision, of this Agreement shall be prohibited by or invalid or unenforceable under applicable law as determined by a court of competent jurisdiction, with respect to any party or circumstance, such provision, or part thereof (as the case may be), shall be ineffective to the extent of such prohibition, invalidity or unenforceability, without invalidating any other provisions, or the remainder of such provision, of this Agreement or affecting the validity or enforceability of any such provision in any other jurisdiction or with respect to any other parties or circumstances.

14. **Governing Law.** This Agreement, and the rights and remedies of the parties hereunder, shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of choice of laws or conflict of laws.

15. **Previous Agreements.** This Agreement shall be in addition to all previous agreements, therefore, all previous agreements shall remain in effect in addition to this Agreement. In case of any conflict between the terms of this agreement and any prior agreement or understanding, the terms of this agreement shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto, have caused this Agreement to be duly executed as of the date first above written.

Attest:

LIMERICK TOWNSHIP

Dan Kerr
Township Manager

By:

Kenneth W. Sperring, Jr.
Chairman, Board of Supervisors

Date: _____

Attest:

LOWER SALFORD TOWNSHIP

Joseph S. Czajkowski
Township Manager

By:

Keith Bergman
Chairman, Board of Supervisors

Date: _____

Attest:

**HARLEYSVILLE AREA EMERGENCY
MEDICAL SERVICE, INC.**

Richard Mast
Treasurer

By:

Brian Long
President

Attest:

Deno Gualtieri
Secretary

Date: _____