

RESOLUTION NO. 12-34

**HATFIELD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HATFIELD
TOWNSHIP RATIFYING DEEDS OF DEDICATION OF ROADS AS PUBLIC ROADS
OR STREETS IN THE TOWNSHIP OF HATFIELD
ASSOCIATED WITH THE QNB BANK PROJECT**

WHEREAS, QNB Bank, the owner of property known as Discovery Drive, Tax Parcel Nos. 35-00-00700-00-3 and 35-00-00697-00-6, has offered a Deed of Dedication to Hatfield Township Board of Commissioners for acceptance and dedication as shown on a Plan entitled “Bethlehem Pk. Right-of-Way ‘Dedication Exhibit’ to Hatfield Township” prepared for QNB Bank by Bohler Engineering dated June 29, 2012, as described in the legal descriptions prepared by Control Point Associates, Inc., each dated May 25, 2012, with one revised June 29, 2012 attached hereto and made a part hereof as Exhibit “A”; and

WHEREAS, Harry Bourke, the owner of property known as Discovery Drive, Tax Parcel No. 35-00-00706-00-6, has offered a Deed of Dedication to Hatfield Township Board of Commissioners for acceptance and dedication as shown on a Plan entitled “Bourke Property Right-of-Way Dedication Exhibit” prepared for Harry Bourke by Bohler Engineering, dated April 4, 2012, as described in the legal description prepared by Control Point Associates, Inc., dated April 16, 2012 attached hereto and made a part hereof as Exhibit “B”; and

WHEREAS, Wawa, Inc. the owner of property known as Discovery Drive, Tax Parcel Nos. 35-00-00688-00-6 and 35-00-00694-00-9, has offered a Deed of Dedication to Hatfield Township Board of Commissioners for acceptance and dedication as shown on a Plan entitled “Site Plan” (Preliminary/Final Land Development Plans) prepared for Wawa, Inc. by Bohler Engineering, Inc., dated April 10, 2012, as described in the legal description prepared by Control Point Associates, Inc. dated September 27, 2005, revised December 15, 2005 attached hereto and made a part hereof as Exhibit “C”; and

WHEREAS, the Board of Commissioners of Hatfield Township desires to accept the dedication of that which was offered pursuant to the Deeds of Dedication attached as Exhibits “A”, “B” and “C” made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, that the Dedication of the properties outlined herein and pursuant to the Deeds of Dedication attached hereto as Exhibits “A”, “B” and “C” are hereby accepted.

DULY PRESENTED AND ADOPTED by the Hatfield Township Board of Commissioners, Montgomery County, Pennsylvania, in a public meeting held this 24th day of October 2012.

ATTEST:

HATFIELD TOWNSHIP
BOARD OF COMMISSIONERS

Andrew Haines, Township Manager

By: _____
Thomas C. Zipfel, President

Exhibit “A”

Prepared By: Christen G. Pionzio, Esquire
Return to: Christen G. Pionzio, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
375 Morris Road, P.O. Box 1479
Lansdale, PA 19446-0773
215-661-0400

Street Right of Way - Discovery Drive
Parcel Nos. 35-00-00700-00-3 and 35-00-00697-00-6

DEED OF DEDICATION

DISCOVERY DRIVE EXTENSION

THIS INDENTURE made this 28th day of August, 2012, between QNB BANK (hereinafter called the "Grantor"), and HATFIELD TOWNSHIP, a Municipal Corporation of Montgomery County, Pennsylvania (hereinafter called the "Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the advantage to itself accruing as well as for diverse other considerations affecting the public welfare which it seeks to advance, has granted, bargained, sold, aliened, enfeoffed, released, and confirmed and by these presents does grant, bargain, sell, alien, enfeoff, release, and confirm unto the said Grantee, its successors and assigns: that area, lot or parcel described in Exhibit "A" ("Premises").

To have and to hold, the said Premises above described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, as and for a public street and/or highway and/or storm water management facility or other public improvement and for any other use or purpose designated by the Grantee including, but not limited to, the right to use the said right-of-way for sanitary sewers, underground wiring and/or drainage control to the same extent and with the same effect as if the said street had been opened by eminent domain after proceedings duly had for that purpose under and pursuant to the Rules and Regulations of the Hatfield Township Code, the Eminent Domain Code and/or any other applicable law of the Commonwealth of Pennsylvania.

And the said Grantor, for itself, its successors and assigns, by these presents, covenants, promises, and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, shall nor will at any time thereafter, ask, demand, or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for the Premises or by reason of the physical grading of said street to the grade as now established by Grantee, and if such grade shall not be established at the day or the date of these presents that neither the said Grantor, or Grantor's successors and assigns, shall or will at any time hereafter ask, demand, recover, or receive any such damage by reason of the physical grading of said street to conform to the grade as first thereafter established or confirmed by Grantee.

And the said Grantor, for itself, its successors and assigns, does by these presents agree to waive any and all damages to or for the Premises and further covenant, promise, and agree to and with said Grantee, its successors and assigns, that the said Premises above described unto the said Grantee, its successors and assigns, against the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part

thereof, by, from, or under Grantor, or them or any of them, shall and will warrant and forever defend.


AND, this Deed of Dedication is State and local transfer tax exempt pursuant to 61 Pa. Code 91.193 (b)(1)(ii).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**GRANTOR:
QNB BANK**

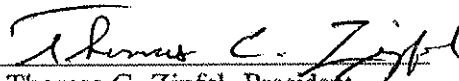
By: 
President

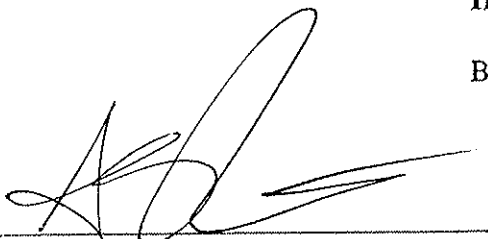
David W. Freeman

Attest: 

The foregoing Deed of Dedication is accepted.

**GRANTEE:
HATFIELD TOWNSHIP**

By: 
Thomas C. Zipfel, President
Board of Commissioners

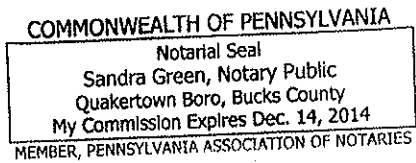
Attest: 
Andrew S. Haines, Township Manager

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Bucks MONTGOMERY : SS

On the 28th day of August A.D., 2012, before me, the undersigned officer, personally appeared David W. Freeman, who acknowledged himself/herself to be the President of QNB BANK, a corporation, and that he/she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as President.

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



Sandra Green
Notary Public

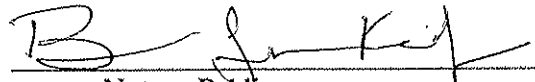
COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY :

On this 15th day of October, A.D., 2012, before me, the subscriber, a Notary Public, personally appeared Thomas C. Zipfel, President of the Hatfield Township Board of Commissioners, who acknowledged that he was personally present at the execution of the above Agreement and saw the common or corporate seal of the said Township duly affixed thereto; that the said seal so affixed thereto is the common or corporate seal of the Township; that the said Deed was duly sealed and delivered as and for the Act and Deed of said Township for the uses and purposes therein mentioned and that they desired the same to be recorded as such.

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



Notary Public

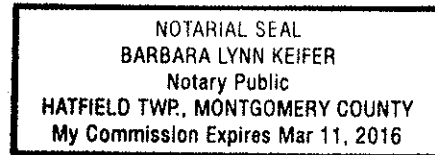


EXHIBIT "A"

Legal Description



CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center
1600 Manor Drive, Suite 120
Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

May 25, 2012
CP11215

METES & BOUNDS DESCRIPTIONS
PROPOSED RIGHT-OF-WAY DEDICATION
PART OF UNIT 3 & 4, BLOCK 51
LANDS NOW OR FORMERLY
QNB BANK
HATFIELD TOWNSHIP, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN UNIT 3, BLOCK 51, LANDS NOW OR FORMERLY QNB BANK AND UNIT 2, BLOCK 51, LANDS NOW OR FORMERLY BOURKE, SAID POINT BEING DISTANT NORTH 73 DEGREES - 00 MINUTES - 00 SECONDS EAST, A DISTANCE OF 344.39 FEET FROM THE NORTHEASTERLY ULTIMATE RIGHT-OF-WAY LINE OF BETHLEHEM PIKE (A.K.A. PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 309, VARIABLE WIDTH RIGHT-OF-WAY, 100 FOOT WIDE ULTIMATE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE DIVIDING LINE BETWEEN UNIT 3, BLOCK 51 AND UNIT 2, BLOCK 51, NORTH 73 DEGREES - 00 MINUTES - 00 SECONDS EAST, A DISTANCE OF 54.14 FEET TO A POINT ON THE PROPOSED NORTHEASTERLY RIGHT-OF-WAY LINE OF DISCOVERY DRIVE EXTENSION, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE PROPOSED NORTHEASTERLY RIGHT-OF-WAY LINE OF DISCOVERY DRIVE EXTENSION:

2. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 741.05 FEET, A CENTRAL ANGLE OF 06 DEGREES - 31 MINUTES - 45 SECONDS, AN ARC LENGTH OF 84.45 FEET, A CHORD BEARING SOUTH 11 DEGREES - 20 MINUTES - 57 SECONDS EAST AND A CHORD DISTANCE OF 84.40 FEET TO A POINT, THENCE;
3. SOUTH 16 DEGREES - 57 MINUTES - 31 SECONDS EAST, A DISTANCE OF 97.79 FEET TO A POINT, THENCE;
4. ALONG THE DIVIDING LINE BETWEEN UNIT 4, BLOCK 51, LANDS NOW OR FORMERLY QNB BANK AND UNIT 5, BLOCK 51, LANDS NOW OR FORMERLY NORTH PENN FEDERAL CREDIT UNION, SOUTH 73 DEGREES - 15 MINUTES - 00 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE PROPOSED SOUTHWESTERLY RIGHT-OF-WAY LINE OF DISCOVERY DRIVE EXTENSION, THENCE;

THE FOLLOWING THREE COURSES AND DISTANCES ALONG THE PROPOSED SOUTHWESTERLY RIGHT-OF-WAY LINE OF DISCOVERY DRIVE EXTENSION:

5. NORTH 16 DEGREES - 57 MINUTES - 31 SECONDS WEST, A DISTANCE OF 93.69 FEET TO A POINT, THENCE;
6. NORTH 17 DEGREES - 05 MINUTES - 18 SECONDS WEST, A DISTANCE OF 21.49 FEET TO A POINT OF CURVATURE, THENCE;
7. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 448.20 FEET, A CENTRAL ANGLE OF 08 DEGREES - 30 MINUTES - 43 SECONDS, AN ARC LENGTH OF 66.59

Corporate Office
35 Technology Drive, Warren, NJ 07059
tel: 908.668.0099 fax: 908.668.9595

Branch Office
352 Turnpike Road, Suite 201, Southborough, MA 01772
tel: 508.948.3000 fax: 508.948.3093

Professional Land Surveying and Consulting Services



CONTROL POINT ASSOCIATES, INC.
traditional methods | modern approaches

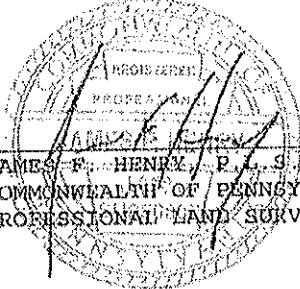
FEET, A CHORD BEARING NORTH 13 DEGREES - 22 MINUTES - 18 SECONDS WEST AND A CHORD DISTANCE OF 66.52 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 9,283 SQUARE FEET OR 0.213 ACRE

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

THIS DESCRIPTION IS BASED UPON A MAP ENTITLED "SITE PLAN (RECORD PLAN SHEET 2 OF 3), PRELIMINARY/FINAL LAND DEVELOPMENT PLANS FOR QNB BANK, 125-131 BETHLEHEM PIKE, HATFIELD TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 2/14/2012, LAST REVISED 5/25/2012, PROJECT NO. P111181, SHEET 2 OF 22.

CONTROL POINT ASSOCIATES, INC.


 JAMES F. HENRY, P.L.S. DATE 5/25/12
 COMMONWEALTH OF PENNSYLVANIA
 PROFESSIONAL LAND SURVEYOR # SU056807

JAA/DLA: S:\11\CP11215-QuakertownNationalBank-Hatfield-PA-JAA\MB\Proposed R.O.W. Dedication(Part of Unit 3, Block 21 & Part of Unit 4, Block 51).doc

Prepared by: SH
 Reviewed by: JAA



CONTROL POINT ASSOCIATES, INC.

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New Britain Corporate Center
1600 Manor Drive, Suite 120
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Tel. 215.712.9800
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www.cpasurvey.com

May 25, 2012
Revised June 29, 2012
CP11215

METES & BOUNDS DESCRIPTIONS
PROPOSED RIGHT-OF-WAY DEDICATION
PART OF UNIT 3, BLOCK 51
LANDS NOW OR FORMERLY
QNB BANK
HATFIELD TOWNSHIP, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE NORTHEASTERLY ULTIMATE RIGHT-OF-WAY LINE OF BETHLEHEM PIKE (A.K.A. PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 309, VARIABLE WIDTH RIGHT-OF-WAY, 100 FOOT WIDE ULTIMATE RIGHT-OF-WAY), AT THE INTERSECTION OF THE DIVIDING LINE BETWEEN UNIT 3, BLOCK 51, LANDS NOW OR FORMERLY QNB BANK AND UNIT 2, BLOCK 51, LANDS NOW OR FORMERLY BOURKE, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE NORTHEASTERLY ULTIMATE RIGHT-OF-WAY LINE OF BETHLEHEM PIKE, SOUTH 16 DEGREES - 57 MINUTES - 31 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT, THENCE;
2. ALONG THE DIVIDING LINE BETWEEN UNIT 3, BLOCK 51 AND UNIT 4, BLOCK 51, LANDS NOW OR FORMERLY QNB BANK, SOUTH 73 DEGREES - 00 MINUTES - 00 SECONDS WEST, A DISTANCE OF 7.00 FEET TO A POINT ON THE NORTHEASTERLY REQUIRED RIGHT-OF-WAY LINE OF BETHLEHEM PIKE, THENCE;
3. ALONG THE NORTHEASTERLY REQUIRED RIGHT-OF-WAY LINE OF BETHLEHEM PIKE, NORTH 16 DEGREES - 57 MINUTES - 31 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A POINT, THENCE;
4. ALONG THE DIVIDING LINE BETWEEN UNIT 3, BLOCK 51 AND UNIT 2, BLOCK 51, NORTH 73 DEGREES - 00 MINUTES - 00 SECONDS EAST, A DISTANCE OF 7.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 700 SQUARE FEET OR 0.016 ACRE

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

Corporate Office
35 Technology Drive, Warren, NJ 07059
tel: 908.668.0099 fax: 908.668.9595

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Professional Land Surveying and Consulting Services

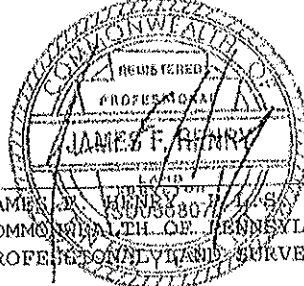


CONTROL POINT
ASSOCIATES, INC.
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May 25, 2012
 Revised June 29, 2012
 CP11215
 Hatfield Twp., Mont. Co., PA
 Page 2

THIS DESCRIPTION IS BASED UPON AN EXHIBIT ENTITLED "BETHLEHEM PK. RIGHT-OF-WAY 'DEDICATION EXHIBIT' TO HATFIELD TOWNSHIP, QNB BANK, PROPOSED BANK WITH/DRIVE THRU, 125-131 BETHLEHEM PIKE, HATFIELD TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 6/29/2012, PROJECT NO. P11-1181, SHEET 1 OF 1.

CONTROL POINT ASSOCIATES, INC.



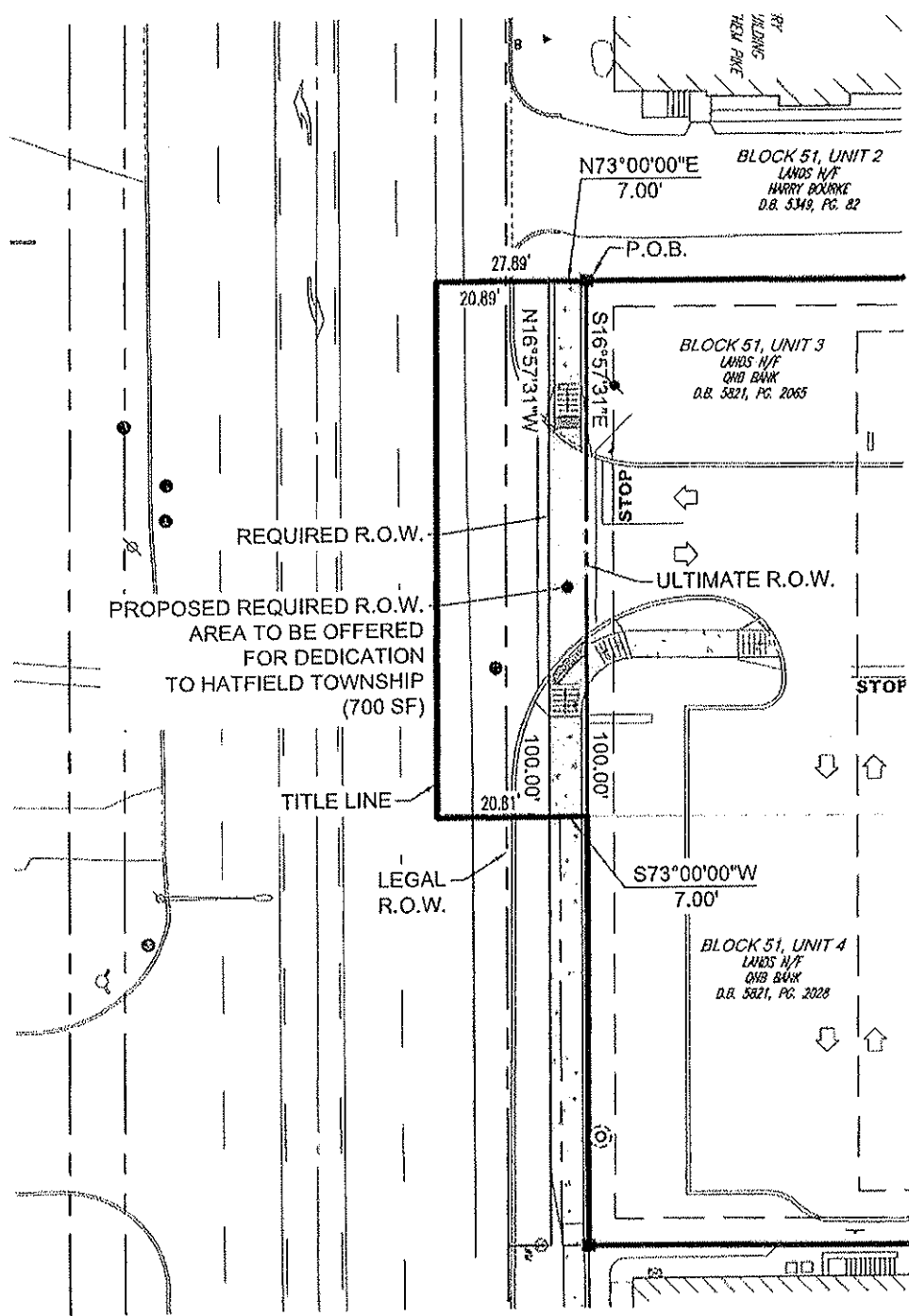
 JAMES F. HENRY
 COMMONWEALTH OF PENNSYLVANIA
 PROFESSIONAL SURVEYOR # SU056807
 DATE 6/29/12

JAA/jia: S:\11\CP11215-QuakertownNationalBank-Hatfield-PA-JAA\MB\Proposed R.O.W. Dedication(Part of Unit 3, Sheet 51).doc

Prepared by: SH
 Reviewed by: JAA



(A.K.A. PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 309)
BETHLEHEM PIKE
 (VARIABLE WIDTH R.O.W. (100' WIDE ULTIMATE R.O.W.))



PROJECT NAME: **QNB BANK**
PROPOSED BANK W/DRIVE THRU
 125-131 BETHLEHEM PK., HATFIELD TWP., MONTGOMERY COUNTY, PA

SHEET NO.: **BETHLEHEM PK. RIGHT-OF-WAY**
'DEDICATION EXHIBIT'
TO HATFIELD TOWNSHIP

BOHLER

ENGINEERING

1600 MANOR DRIVE, SUITE 200 CHALFONT, PA 18914
 PHONE: (215) 996-9100 FAX: (215) 988-9102

SCALE: 1"=30'	DATE: 06/20/2012	CHECKED BY: A.R.	PROJECT NUMBER: P11-1181
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Exhibit “B”

Prepared By: Christen G. Pionzio, Esquire
Return to: Christen G. Pionzio, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
375 Morris Road, P.O. Box 1479
Lansdale, PA 19446-0773
215-661-0400

Street Right of Way – Discovery Drive
Parcel No. 35-00-00706-00-6

DEED OF DEDICATION

DISCOVERY DRIVE EXTENSION

THIS INDENTURE made this 21 day of September, 2012, between **HARRY BOURKE** (hereinafter called the "Grantor"), and **HATFIELD TOWNSHIP**, a Municipal Corporation of Montgomery County, Pennsylvania (hereinafter called the "Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the advantage to itself accruing as well as for diverse other considerations affecting the public welfare which it seeks to advance, has granted, bargained, sold, aliened, enfeoffed, released, and confirmed and by these presents does grant, bargain, sell, alien, enfeoff, release, and confirm unto the said Grantee, its successors and assigns: that area, lot or parcel described in Exhibit "A" ("Premises").

To have and to hold, the said Premises above described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, as and for a public street and/or highway and/or storm water management facility or other public improvement and for any other use or purpose designated by the Grantee including, but not limited to, the right to use the said right-of-way for sanitary sewers, underground wiring and/or drainage control to the same extent and with the same effect as if the said street had been opened by eminent domain after proceedings duly had for that purpose under and pursuant to the Rules and Regulations of the Hatfield Township Code, the Eminent Domain Code and/or any other applicable law of the Commonwealth of Pennsylvania.

And the said Grantor, for itself, its successors and assigns, by these presents, covenants, promises, and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, shall nor will at any time thereafter, ask, demand, or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for the Premises or by reason of the physical grading of said street to the grade as now established by Grantee, and if such grade shall not be established at the day or the date of these presents that neither the said Grantor, or Grantor's successors and assigns, shall or will at any time hereafter ask, demand, recover, or receive any such damage by reason of the physical grading of said street to conform to the grade as first thereafter established or confirmed by Grantee.

And the said Grantor, for itself, its successors and assigns, does by these presents agree to waive any and all damages to or for the Premises and further covenant, promise, and agree to and with said Grantee, its successors and assigns, that the said Premises above described unto the said Grantee, its successors and assigns, against the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part

thereof, by, from, or under Grantor, or them or any of them, shall and will warrant and forever defend.

AND, this Deed of Dedication is State and local transfer tax exempt pursuant to 61 Pa. Code 91.193 (b)(1)(ii).

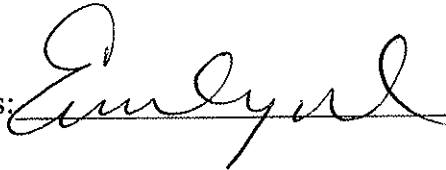
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

GRANTOR:



Harry Bourke

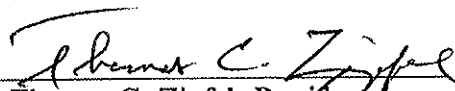
Witness:



The foregoing Deed of Dedication is accepted.


**GRANTEE:
HATFIELD TOWNSHIP**

By:



Thomas C. Zipfel, President
Board of Commissioners

Attest:



Andrew S. Haines, Township Manager

COMMONWEALTH OF PENNSYLVANIA:

SS

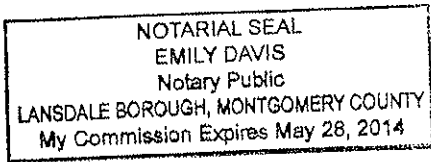
COUNTY OF MONTGOMERY :

On the 21st day of September A.D., 2012, before me, the undersigned officer, personally appeared HARRY BOURKE, who acknowledged himself to be a party to the affixed document and executed the foregoing instrument for the purposes therein contained.

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



Notary Public



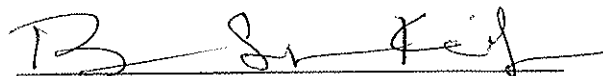
COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY :

On this 15th day of October, A.D., 2012, before me, the subscriber, a Notary Public, personally appeared Thomas C. Zipfel, President of the Hatfield Township Board of Commissioners, who acknowledged that he was personally present at the execution of the above Agreement and saw the common or corporate seal of the said Township duly affixed thereto; that the said seal so affixed thereto is the common or corporate seal of the Township; that the said Deed was duly sealed and delivered as and for the Act and Deed of said Township for the uses and purposes therein mentioned and that they desired the same to be recorded as such.

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


Notary Public

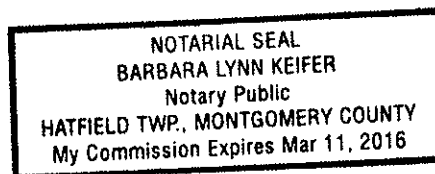


EXHIBIT "A"

Legal Description



CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center
1600 Manor Drive, Suite 120,
Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

April 16, 2012
CP11215

METES AND BOUNDS DESCRIPTION
BOURKE PROPERTY RIGHT-OF-WAY DEDICATION -
DISCOVERY DRIVE EXTENSION
PART OF UNIT 2, BLOCK 51
LANDS NOW OR FORMERLY
HARRY BOURKE
HATFIELD TOWNSHIP, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN UNIT 2, BLOCK 51, LANDS NOW OR FORMERLY BOURKE AND UNIT 3, BLOCK 51 LANDS NOW OR FORMERLY QNB BANK, SAID POINT BEING DISTANT NORTH 73 DEGREES - 00 MINUTES - 00 SECONDS EAST, A DISTANCE OF 344.39 FEET FROM THE NORTHEASTERLY ULTIMATE RIGHT-OF-WAY LINE OF BETHLEHEM PIKE (A.K.A. PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 309, VARIABLE WIDTH RIGHT-OF-WAY, 100 FOOT WIDE ULTIMATE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE PROPOSED SOUTHWESTERLY RIGHT-OF-WAY LINE OF DISCOVERY DRIVE EXTENSION, ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 448.20 FEET, A CENTRAL ANGLE OF 13 DEGREES - 14 MINUTES - 00 SECONDS, AN ARC LENGTH OF 103.52 FEET, A CHORD BEARING NORTH 02 DEGREES - 29 MINUTES - 56 SECONDS WEST AND A CHORD DISTANCE OF 103.29 FEET TO A POINT, THENCE;
2. ALONG THE DIVIDING LINE BETWEEN UNIT 2, BLOCK 51 AND UNIT 1, BLOCK 51, LANDS NOW OR FORMERLY DISCOVERY ENTERPRISES, NORTH 73 DEGREES - 00 MINUTES - 00 SECONDS EAST, A DISTANCE OF 50.67 FEET TO A POINT, THENCE;
3. ALONG THE DIVIDING LINE BETWEEN UNIT 2, BLOCK 51 AND UNIT 1, BLOCK 50, LANDS NOW OR FORMERLY COLMAR BUSINESS CENTER PARTNERSHIP, SOUTH 20 DEGREES - 32 MINUTES - 00 SECONDS EAST, A DISTANCE OF 100.19 FEET TO A POINT, THENCE;
4. ALONG THE DIVIDING LINE BETWEEN UNIT 2, BLOCK 51 AND UNIT 3, BLOCK 51, SOUTH 73 DEGREES - 00 MINUTES - 00 SECONDS WEST, A DISTANCE OF 82.71 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 6,875 SQUARE FEET OR 0.158 ACRE

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

Corporate Office
35 Technology Drive, Warren, NJ 07059
tel: 908.668.0099 fax: 908.668.9595

Branch Office
352 Turnpike Road, Suite 201, Southborough, MA 01772
tel: 508.948.3000 fax: 508.948.3003

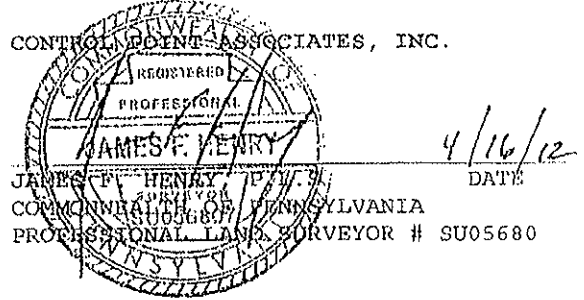
Professional Land Surveying and Consulting Services



CONTROL POINT ASSOCIATES, INC.
 traditional methods | modern approaches

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "BOURKE PROPERTY RIGHT-OF-WAY DEDICATION EXHIBIT, PROPOSED QNB BANK, 125-131 BETHLEHEM PIKE, HATFIELD TOWNSHIP, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 4/2/2012, PROJECT NO. P111181, SHEET 1 OF 1.

CONTROL POINT ASSOCIATES, INC.



Prepared by _____
 Reviewed by: _____

60 x 260

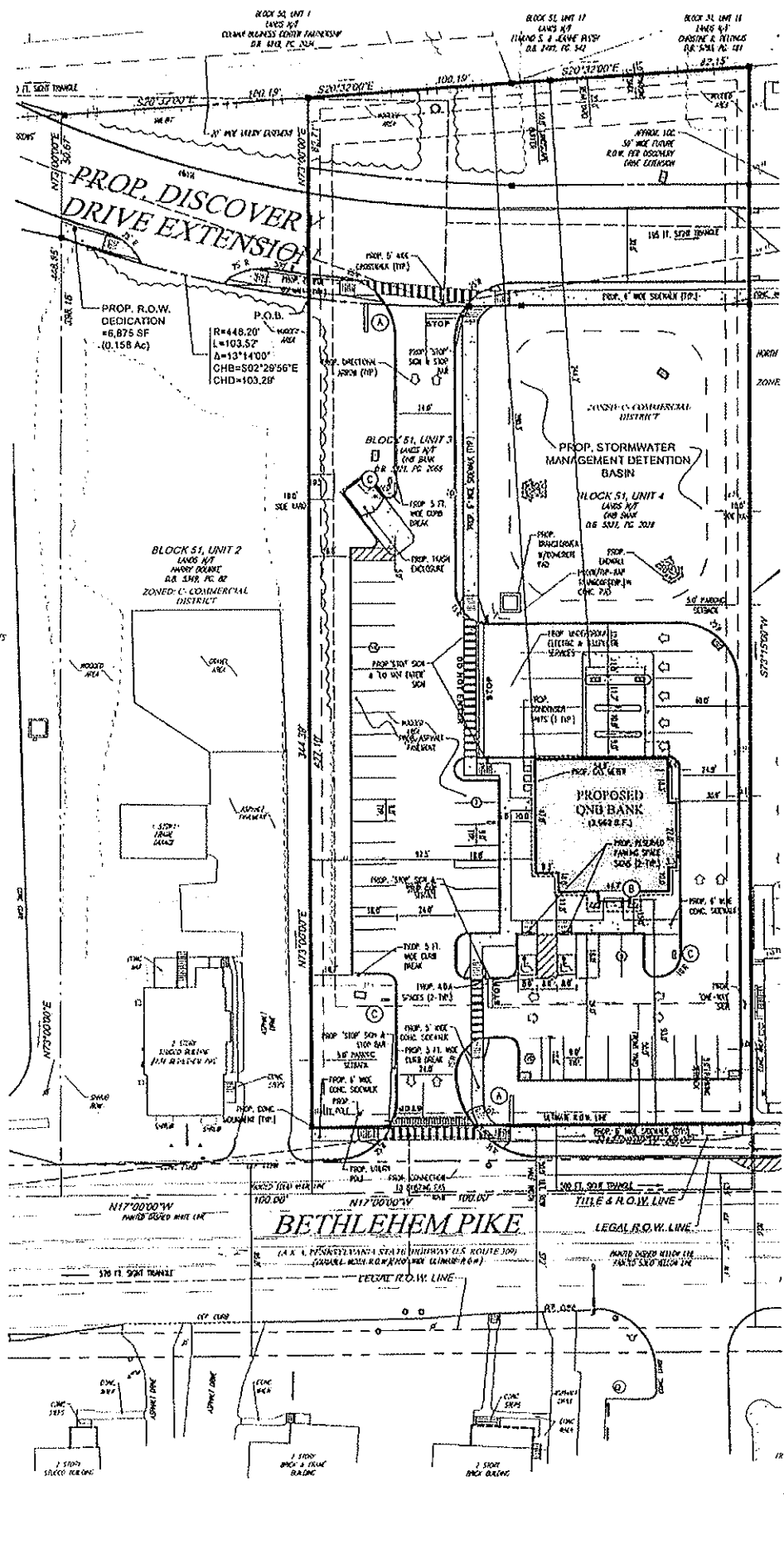


Exhibit “C”

Prepared By: Christen G. Pionzio, Esquire
Return to: Christen G. Pionzio, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
375 Morris Road, P.O. Box 1479
Lansdale, PA 19446-0773
215-661-0400

Street Right of Way – Extension of Discovery Drive
Parcel Nos. 35-00-00688-006 and 35-00-00694-009

DEED OF DEDICATION

DISCOVERY DRIVE EXTENSION

THIS INDENTURE made this 10th day of AUGUST, 2012, between WAWA, INC. (hereinafter called the "Grantor"), and HATFIELD TOWNSHIP, a Municipal Corporation of Montgomery County, Pennsylvania (hereinafter called the "Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the advantage to itself accruing as well as for diverse other considerations affecting the public welfare which it seeks to advance, has granted, bargained, sold, aliened, enfeoffed, released, and confirmed and by these presents does grant, bargain, sell, alien, enfeoff, release, and confirm unto the said Grantee, its successors and assigns: that area, lot or parcel described in Exhibit "A" ("Premises").

To have and to hold, the said Premises above described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, as and for a public street and/or highway and/or storm water management facility or other public improvement and for any other use or purpose designated by the Grantee including, but not limited to, the right to use the said right-of-way for sanitary sewers, underground wiring and/or drainage control to the same extent and with the same effect as if the said street had been opened by eminent domain after proceedings duly had for that purpose under and pursuant to the Rules and Regulations of the Hatfield Township Code, the Eminent Domain Code and/or any other applicable law of the Commonwealth of Pennsylvania.

And the said Grantor, for itself, its successors and assigns, by these presents, covenants, promises, and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, shall nor will at any time thereafter, ask, demand, or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for the Premises or by reason of the physical grading of said street to the grade as now established by Grantee, and if such grade shall not be established at the day or the date of these presents that neither the said Grantor, or Grantor's successors and assigns, shall or will at any time hereafter ask, demand, recover, or receive any such damage by reason of the physical grading of said street to conform to the grade as first thereafter established or confirmed by Grantee.

And the said Grantor, for itself, its successors and assigns, does by these presents agree to waive any and all damages to or for the Premises and further covenant, promise, and agree to and with said Grantee, its successors and assigns, that the said Premises above described unto the said Grantee, its successors and assigns, against the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part

thereof, by, from, or under Grantor, or them or any of them, shall and will warrant and forever defend.

AND, this Deed of Dedication is State and local transfer tax exempt pursuant to 61 Pa. Code 91.193 (b)(1)(ii).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**GRANTOR:
WAWA, INC.**

By: [Signature]
Name Printed James P. Morey
Title: Vice President

Attest: [Signature]

The foregoing Deed of Dedication is accepted.

**GRANTEE:
HATFIELD TOWNSHIP**

By: _____
Thomas C. Zipfel, President
Board of Commissioners

Attest: _____
Andrew S. Haines, Township Manager

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Delaware MONTGOMERY : SS

On the 16th day of August A.D., 2012, before me, the undersigned officer, personally appeared James P. Morey, who acknowledged himself/herself to be the Vice President of WAWA, INC., and that he/she-as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Vice President.

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

Karon C. Hardy
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Karon C. Hardy, Notary Public
Chester Heights Boro, Delaware County
My Commission Expires Sept. 19, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY :

On this _____ day of _____, A.D., 2012, before me, the subscriber, a Notary Public, personally appeared Thomas C. Zipfel, President of the Hatfield Township Board of Commissioners, who acknowledged that he was personally present at the execution of the above Agreement and saw the common or corporate seal of the said Township duly affixed thereto; that the said seal so affixed thereto is the common or corporate seal of the Township; that the said Deed was duly sealed and delivered as and for the Act and Deed of said Township for the uses and purposes therein mentioned and that they desired the same to be recorded as such.

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

Notary Public

EXHIBIT "A"

Legal Description



CONTROL POINT ASSOCIATES, INC.

BOUNDARY & TOPOGRAPHIC SURVEYS • SUBDIVISIONS • CONSTRUCTION STAKEOUT

New Britain Corporate Center
1600 Manor Drive
Suite 120
Chalfont, PA 18914
215.712.9800
215.712.9802 Fax
www.cpasurvey.com

September 27, 2005
Revised December 15, 2005
CP000304

METES AND BOUNDS DESCRIPTION
PROPOSED 50 FOOT WIDE DISCOVERY DRIVE
PART OF PARCEL #35-00-00688-006 (UNIT 1)
LANDS NOW OR FORMERLY WAWA, INC.
PART OF PARCEL #35-00-00694-009 (UNIT 2)
LANDS NOW OR FORMERLY NORTH PENN FEDERAL CREDIT UNION
HATFIELD TOWNSHIP, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE NORTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE OF WALNUT STREET (A.K.A. WALNUT ROAD, VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING DISTANT THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE INTERSECTION OF THE DIVIDING LINE BETWEEN PARCEL #35-00-10939-006 (COMMON ELEMENT), LANDS NOW OR FORMERLY WAWA, INC. AND PARCEL #35-00-10942-003, LANDS NOW OR FORMERLY KURASH:

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE OF WALNUT STREET:

- A. SOUTH 48 DEGREES 10 MINUTES 11 SECONDS WEST, A DISTANCE OF 4.79 FEET TO A POINT, THENCE;
- B. SOUTH 50 DEGREES 47 MINUTES 09 SECONDS WEST, A DISTANCE OF 32.21 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE NORTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE OF WALNUT STREET:

1. SOUTH 50 DEGREES 47 MINUTES 09 SECONDS WEST, A DISTANCE OF 16.21 FEET TO A POINT, THENCE;
2. SOUTH 53 DEGREES 43 MINUTES 21 SECONDS WEST, A DISTANCE OF 48.82 FEET TO A POINT, THENCE;
3. SOUTH 56 DEGREES 16 MINUTES 09 SECONDS WEST, A DISTANCE OF 37.44 FEET TO AN ANGLE POINT, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH PARCEL #35-00-00688-006 (UNIT 1):

4. NORTH 45 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 8.23 FEET TO A POINT OF CURVATURE, THENCE;
5. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 81 DEGREES 26 MINUTES 26 SECONDS, AN ARC LENGTH OF 56.86 FEET, A CHORD BEARING NORTH 05 DEGREES 11 MINUTES 20 SECONDS EAST AND A CHORD DISTANCE OF 52.19 FEET TO A POINT OF REVERSE CURVATURE, THENCE;

Other Office Locations:

■ Watchung, NJ
908.668.0099

■ Towson, MD
410.494.9145

■ Sterling, VA
703.904.9100



- 6. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 110.00 FEET; A CENTRAL ANGLE OF 18 DEGREES 34 MINUTES 21 SECONDS, AN ARC LENGTH OF 35.66 FEET, A CHORD BEARING NORTH 26 DEGREES 14 MINUTES 42 SECONDS WEST AND A CHORD DISTANCE OF 35.50 FEET TO A POINT OF TANGENCY, THENCE;
- 7. ALONG A LINE RUNNING THROUGH PARCEL #35-00-00688-006 (UNIT 1) AND PARCEL #35-00-00694-009 (UNIT 2), LANDS NOW OR FORMERLY NORTH PENN FEDERAL CREDIT UNION, NORTH 16 DEGREES 57 MINUTES 32 SECONDS WEST, A DISTANCE OF 234.66 FEET TO A POINT, THENCE;
- 8. ALONG THE DIVIDING LINE BETWEEN PARCEL #35-00-00694-009 (UNIT 2) AND PARCEL #35-00-00697-006, LANDS NOW OR FORMERLY REAGO, NORTH 73 DEGREES 15 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT, THENCE;
- 9. ALONG THE COMMON DIVIDING LINE BETWEEN PARCEL #35-00-00694-009 (UNIT 2), PARCEL #35-00-00688-006 (UNIT 1) AND PARCEL #35-00-10939-006 (COMMON ELEMENT), SOUTH 16 DEGREES 57 MINUTES 32 SECONDS EAST, A DISTANCE OF 234.48 FEET TO A POINT OF CURVATURE, THENCE;

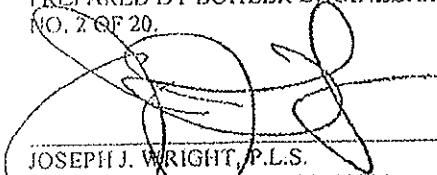
THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PARCEL #35-00-00688-006 (UNIT 1) AND #35-00-10939-006 (COMMON ELEMENT):

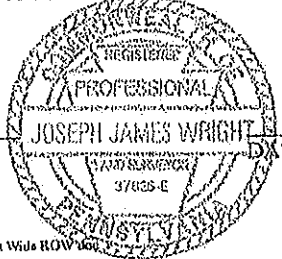
- 10. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 18 DEGREES 14 MINUTES 53 SECONDS, AN ARC LENGTH OF 19.11 FEET, A CHORD BEARING SOUTH 26 DEGREES 04 MINUTES 58 SECONDS EAST AND A CHORD DISTANCE OF 19.03 FEET TO A POINT OF TANGENCY, THENCE;
- 11. SOUTH 35 DEGREES 12 MINUTES 25 SECONDS EAST, A DISTANCE OF 20.23 FEET TO A POINT OF CURVATURE, THENCE;
- 12. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 54 DEGREES 25 MINUTES 25 SECONDS, AN ARC LENGTH OF 23.75 FEET, A CHORD BEARING SOUTH 62 DEGREES 25 MINUTES 07 SECONDS EAST AND A CHORD DISTANCE OF 22.86 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 15,648 SQUARE FEET OR 0.359 ACRE

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

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "SITE PLAN, WAWA, INC., PROPOSED FOOD MARKET, ROUTE 309 & WALNUT STREET, HATFIELD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA," PREPARED BY BOHLER ENGINEERING, INC., DATED 6/10/02, LAST REVISED 10/19/05, PROJECT NO. P00-0747, SHEET NO. 2 OF 20.


 JOSEPH J. WRIGHT, P.L.S.
 PENNSYLVANIA PROFESSIONAL
 LAND SURVEYOR NO. SU-037826-E



12/15/05

CONTRIBUTIONS & APPROVALS
 CONTRACTOR'S RESPONSIBILITY
 OWNER'S RESPONSIBILITY
 CITY ENGINEER'S APPROVAL
 THE CITY ENGINEER'S APPROVAL IS NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT AND SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.

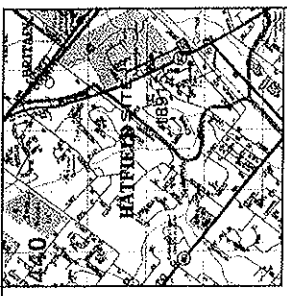
NOTES
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 2. THE WORK SHALL BE COMPLETED BY DATE INDICATED ON SHEETS 15-19.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE STATE DEPARTMENT OF TRANSPORTATION.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL TRAFFIC DURING CONSTRUCTION.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMEDIATION OF ALL DAMAGE TO THE PUBLIC HIGHWAY CAUSED BY THE WORK.
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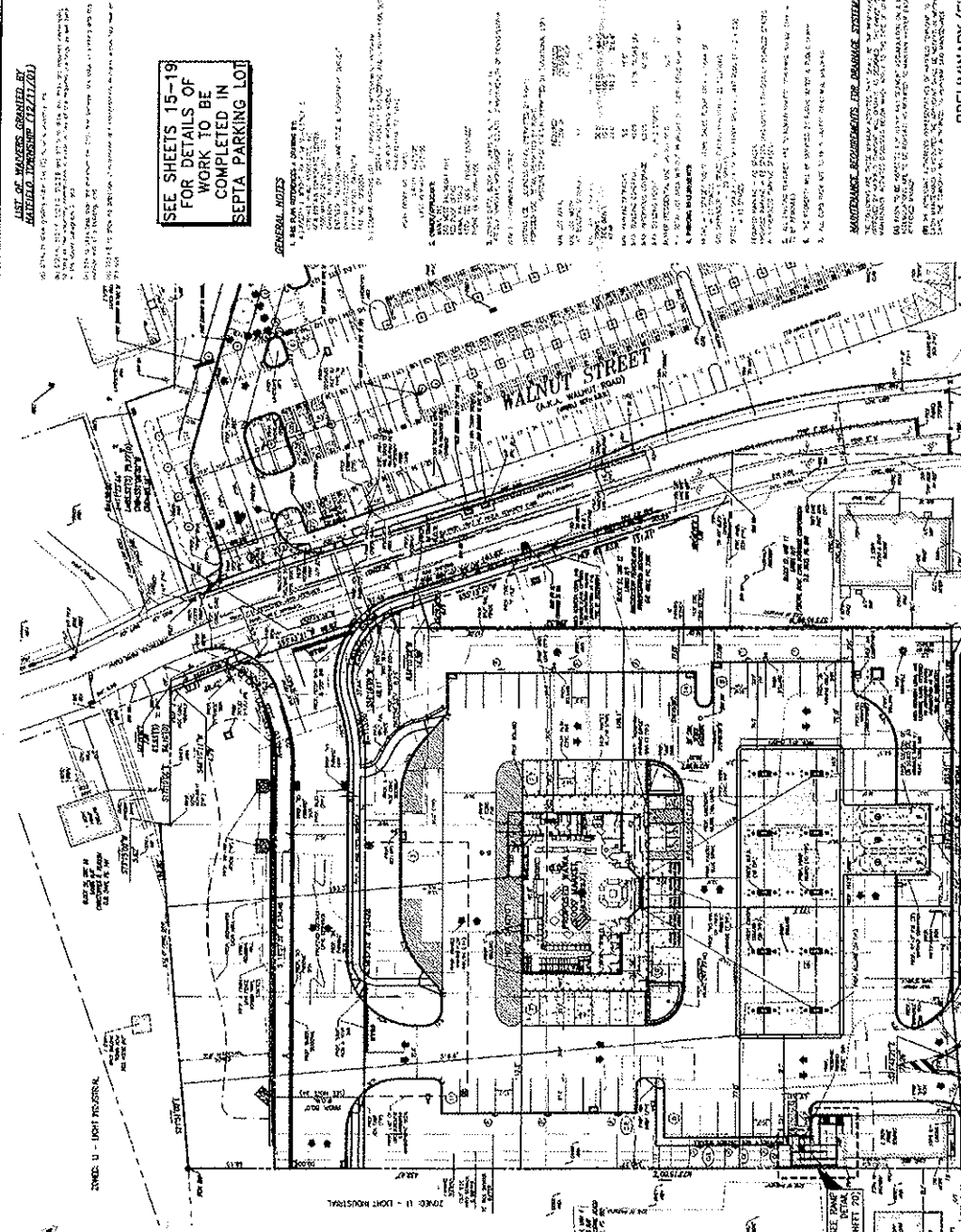
LIST OF WORKS GRANTED BY HISTORIC LANDMARK COMMISSION
 1. ALTERATION OF EXISTING BUILDING TO ACCOMMODATE THE NEW SEPTA STATION.
 2. CONSTRUCTION OF NEW SEPTA STATION.
 3. CONSTRUCTION OF NEW SEPTA STATION PLATFORM.
 4. CONSTRUCTION OF NEW SEPTA STATION PLATFORM CANOPY.
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 2. SEWER MAINS
 3. GAS MAINS
 4. TELEPHONE LINES
 5. CABLE LINES
 6. RAILROAD TRACKS
 7. STREETS
 8. ALLEYS
 9. PARKING AREAS
 10. DRIVEWAYS

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PRELIMINARY/FINAL LAND DEVELOPMENT PLANS

BOHLER ENGINEERING, INC.
 ONE COMMERCIAL CENTER, SUITE 1000, PHILADELPHIA, PA 19102
 TEL: (215) 563-1100
 FAX: (215) 563-1101
 WWW: WWW.BEENGIN.COM

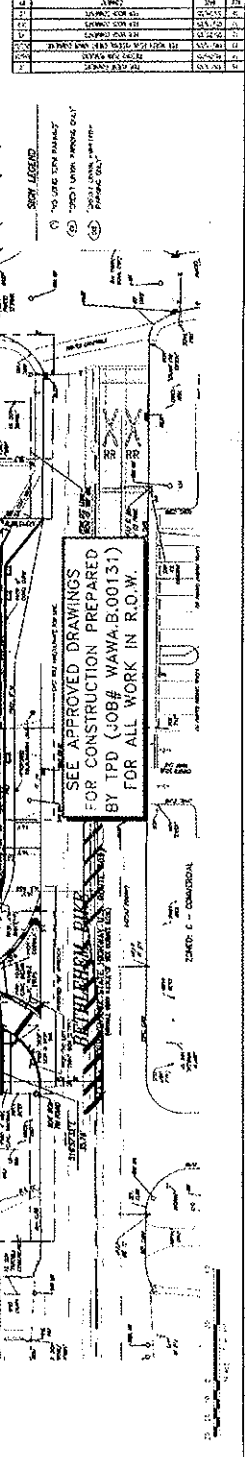
DATE	DESCRIPTION
09/15/11	PRELIMINARY PLAN
09/28/11	FINAL PLAN
10/11/11	AS BUILT PLAN

R.D. IRONS
 1100 MARKET STREET, SUITE 1000, PHILADELPHIA, PA 19102
 TEL: (215) 563-1100
 FAX: (215) 563-1101
 WWW: WWW.BEENGIN.COM

CALL BEFORE YOU DIG!
 1-800-4-A-DAWG

SITE PLAN

DATE	DESCRIPTION
09/15/11	PRELIMINARY PLAN
09/28/11	FINAL PLAN
10/11/11	AS BUILT PLAN



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