

Prepared By:

Kaplin, Stewart, Meloff, Reiter & Stein, P.C.
Union Meeting Corporate Center
910 Harvest Drive, P.O. Box 3037
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Please record and return to:

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Blue Bell, Pennsylvania 19422
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Parcel Numbers: 39-00-01681-00-8; 3900-01681-01-7; 39-00-1681-02-6; 39-00-01681-03-5
Block 9 Unit 1; Block 9 Unit 154; Block 9 Unit 155; Block 9 Unit 156
Montgomery County, Pennsylvania

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (hereinafter referred to as the “**Declaration**”) is made this 4 day of JUNE 2014 by **CHARLES E. PAPPAS** (the “**Declarant**”), for himself, his successors and assigns.

BACKGROUND

A. Declarant is the owner of certain real property formerly known as Gwynnare, with an address of 1357 Gypsy Hill Road, Lower Gwynned Township, Montgomery County, Pennsylvania, more fully described on **Exhibit “A”**, attached hereto and made a part hereof (together with the buildings and improvements constructed thereon and all easements, rights and appurtenances belonging thereto (“**Overall Property**”). The Overall Property consists of approximately six and two tenths (6.22) acres.

B. Prior to the recording of this Declaration, the Declarant recorded the subdivision plan entitled “Pappas Subdivision, prepared by Robert E. Blue Consulting Engineers, P.C., dated June 6, 2013, last revised 4-18-2014,” (“**Blue Plan**”), which plan is attached hereto

and made a part hereof as **Exhibit “B”**. The recording of the Blue Plan effectuates the subdivision of the Overall Property into four (4) parcels, each of which is depicted on the Plan.

C. Lot 1, tax parcel identification number 39-00-01681-00-8, block 9, unit 1, is more fully described on **Exhibit “C-1”**, attached hereto and made a part hereof (“**Lot 1**”). There is constructed on Lot 1 a residential dwelling.

Lot 2, tax parcel identification number 39-00-01681-01-7, block 9, unit 154, is more fully described on **Exhibit “C-2”**, attached hereto and made a part hereof (“**Lot 2**”).

Lot 3, tax parcel identification number 39-00-01681-01-6, block 9, unit 155, is more fully described on **Exhibit “C-3”**, attached hereto and made a part hereof (“**Lot 3**”).

Lot 4, tax parcel identification number 39-00-01681-03-5, block 9, unit 156, is more fully described on **Exhibit “C-4”**, attached hereto and made a part hereof (“**Lot 4**”).

D. Lot 1, Lot 2, Lot 3 and Lot 4 are sometimes hereinafter collectively referred to as a “**Lot**” or the “**Lots**.” Each record owner of a Lot or Lots shall be referred to herein as an “**Owner**” and collectively “**Owners**.”

E. The Blue Plan depicts certain easements, necessary or convenient for the residential development and use of each Lot.

F. The Blue Plan depicts the construction of a private driveway and cul-de-sac which provides access between Gypsy Hill Road and the Lots (“**Driveway**”). A portion of the Driveway will be located on each of the four (4) Lots.

G. The Declarant desires to provide the cross easements necessary to develop the Lots in accordance with the Blue Plan and to provide for the common repair, maintenance and replacement of the easement areas depicted on the Blue Plan.

NOW, THEREFORE, in consideration of the covenants, easements, conditions, and restrictions set forth herein, the Declarant, intending to be legally bound, hereby declares as follows:

1. **Background.** The Background of this Declaration and all exhibits attached hereto are fully incorporated herein and shall form a part of this Declaration.

2. **Submission to the Declaration.** To accomplish the ends set forth in the Background of this Declaration, Declarant hereby submits the Lots to the terms, conditions and provisions of this Declaration and hereby declares the Lots shall be held, sold and conveyed subject to the covenants, easements, conditions, and restrictions contained herein, which are for the purpose of protecting the value and desirability of the Lots and which shall run with the Lots subjected to this Declaration and which shall be binding on, and inure to the benefit of, all parties having any right, title or interest therein or any part thereof, their heirs, successors, successor-in-title and assigns.

3. **Applicability.** This Declaration shall be applicable to the Lots. All present and future record owners, occupants and/or tenants of either of the Lots, their guests, licensees, servants, agents, employees or any other person(s) or legal entity who shall be permitted to use the Lots shall be subject to this Declaration.

4. **Grant of Easements.**

(a) **Driveway Access.** The Declarant, as the Owner of the Lots, hereby grants and conveys to each of the Owners of Lot 1, Lot 2, Lot 3 and Lot 4 for the benefit of Lot 1, Lot 2, Lot 3 and Lot 4 or any portion thereof, their successors and assigns, a perpetual, nonexclusive easement for vehicular and pedestrian access to and from Gypsy Hill Road over the Driveway located on the Overall Property. The Owner of Lot 1 shall be responsible to repair and maintain the Driveway, including, but not limited to, the prompt removal of snow and ice and repair of potholes and large cracks in the pavement. The Owner of Lot 1 shall also install and maintain landscaping and entrance facilities in accordance with the plan/rendering attached hereto as **Exhibit "C"**. Maintenance of the landscaping shall include trimming, pruning and the replacement of dead materials. Any material change in the landscaping and entrance facilities from what is proposed on **Exhibit "C"** shall require the approval of the Owners, which shall not be unreasonably withheld. The Owner of Lot 1 shall bear the sole cost and expense of the repair and maintenance of the Driveway and the landscaping and entrance facilities until such time as the Owner of a Lot has received a building permit for the construction of a residence on a Lot.

At such time, said Owner shall be responsible to reimburse the Owner of Lot 1 for twenty-five percent (25%) of the cost to repair and maintain the Driveway. It is the intention of this Declaration that each Owner of a Lot shall bear twenty five percent (25%) of the cost to repair and maintain the Driveway and landscaping and entrance facilities. Notwithstanding the foregoing, however, to the extent that the Driveway is materially damaged by any construction or delivery vehicle, the Owner of the Lot responsible for such damage shall bear one hundred percent (100%) of the cost to repair the damage. The Driveway shall not be offered for dedication to the Township without the consent of all the Owners of each Lot.

(b) General Utility Easement. Declarant, as the Owner of Lot 1, Lot 2, Lot 3 and Lot 4 hereby grants and conveys to the Owners of Lot 1, Lot 2, Lot 3 and Lot 4 for the benefit of Lot 1, Lot 2, Lot 3 and Lot 4 or any portion thereof, a perpetual, non-exclusive right and easement to enter upon the Driveway to connect to the electric, gas, cable, fiber optic, and similar utility lines (collectively, the “**Utility Facilities**”) located within the Driveway together with the perpetual right and non-exclusive easement to obtain the services provided by the Utility Facilities and any replacements thereof and additions thereto through the Utility Facilities. The Owner of Lot 1 shall maintain, repair and replace the portion of the Utility Facilities that are used in common by the Owners. All costs of the maintenance, repair and replacement of such Utility Facilities shall be shared equally by the Owners of each Lot, in accordance with paragraph 4(a) hereof. The Owner of each Lot shall be solely responsible for the maintenance, repair and replacement of the Utility Facilities that exclusively serve his or her Lot.

(c) Waterline Easement. Declarant as the Owner of Lot 1, Lot 2, Lot 3 and Lot 4 hereby grants and conveys to the Owner of Lot 1, Lot 2, Lot 3 and Lot 4 for the benefit of Lot 1, Lot 2, Lot 3 and Lot 4, a perpetual, nonexclusive right and easement (“**Water Line Easement**”) to tie into and receive water service through a water line to be constructed by MSD, Inc. (“**Water Line**”) depicted as *Proposed Water Easement* on the Blue Plan (“**Water Line Easement Area**”). The Water Line Easement shall be limited to the rights to connect, re-connect, inspect, maintain, utilize, repair and/or replace the Water Line, if necessary. All costs of the maintenance, repair and replacement of the Water Line shall be shared equally by the Owners of each Lot, in accordance with paragraph 4(a) hereof. Notwithstanding the foregoing,

the Owner of each Lot shall be solely responsible for the costs of the maintenance, repair and replacement of any water line or lateral connection that exclusively serves his or her Lot.

(d) Sewer Easement. Declarant as the Owner of Lot 3, and the Owner of Lot 4, hereby grants and conveys to the Owner of Lot 1 and the Owner of Lot 2, for the benefit of Lot 1 and Lot 2, a perpetual, nonexclusive right and easement (“**Sewer Line Easement**”) over the areas depicted on the Blue Plan as the *Proposed Sanitary Sewer Easement* to tie into and receive sewer service through the existing sewer line (“**Existing Sewer Line**”) depicted on the Blue Plan as *Easement for Public Sanitary Sewers* (“**Sewer Line Easement Area**”). The Sewer Line Easement shall be limited to the rights to connect, re-connect, inspect, maintain, utilize, repair and/or replace the lateral connection (“**Lateral**”) made to connect Lots 1 and 2 to Existing Sewer Line, if necessary. All costs of the maintenance, repair and replacement of the Lateral shall be borne by the Owner of the Lot served by such Lateral.

(e) Stormwater Easement. The Blue Plan depicts the construction of an underground stormwater basin to be constructed partially on Lot 2 and partially on Lot 3; as well as an additional underground basin constructed on Lot 1; together with storm sewer piping, stormwater inlets, stormwater manholes, inspection ports, outlets, endwalls and rip rap devices (collectively, the “**Stormwater Facilities**”) on, over and under areas depicted on the Blue Plan as the *Proposed Storm Sewer Easement*. Declarant, as the Owner of Lot 1, Lot 2 and Lot 3 hereby irrevocably grants and conveys to the Owner of Lot 1, Lot 2, Lot 3 and Lot 4, for the benefit Lot 1, Lot 2, Lot 3 and Lot 4 perpetual, nonexclusive right and easement to direct storm water runoff from Lot 1, Lot 2, Lot 3 and Lot 4 to the Stormwater Facilities in accordance with the Blue Plan. The Owner of Lot 1 shall maintain, repair and replace the Stormwater Facilities. All costs of the maintenance, repair and replacement of the Stormwater Facilities shall be shared equally by the Owners of each Lot, in accordance with paragraph 4(a) hereof.

(f) No Obstruction. The Driveway, the Waterline Easement Area, the Sewer Line Easement Area and the Proposed Storm Sewer Easement shall be referred to collectively herein as the “**Easement Areas**.” No Owner shall construct, place or allow to be constructed or placed on any Easement Area or on the Stormwater Facilities any object, structure or landscaping which may materially impair the use of or access to said Easement Area and

Stormwater Facilities. Notwithstanding the foregoing, the Owner of a Lot may continue to have the right to utilize the surface of an Easement Area for any purpose which does not materially interfere with the other Lot Owners use of the easements contained herein or which would increase the cost to repair and maintain any of the utilities or services provided there through.

5. **Insurance.** The Owners of each of the Lots shall maintain liability insurance on their respective Lots and shall name each of the other Owners as additional insured, which insures against bodily injury and death and property damage that arises out of or is caused by the use of the easements granted herein. Upon the request of the other, each party shall provide evidence to the other that the insurance required herein is in full force and effect. All insurance shall be written on an "occurrence" basis with a financially responsible company licensed to issue such insurance in the Commonwealth of Pennsylvania.

6. **Indemnification.** Each party shall indemnify, defend and hold the other party harmless from any liability, cost or expense incurred by the indemnified party by reason of injury to persons or damage to property arising out of or in connection with the indemnifying party's use or entry upon the Lots under this Declaration, except for such cost or expense caused by the negligence of the indemnified party, its agents, employees or independent contractors.

7. **Contracts and Invoices.** All contracts for repair and maintenance of the Driveway, installation and maintenance of the landscaping and any other services provided hereunder shall be made commercially reasonable and substantially similar to those that would be available on an arms-length basis with third parties not affiliated with any Owner of any Lot. All amounts invoiced by the Owner of Lot 1 together with interest at the rate of twelve percent (12%) per annum compounded monthly, on all amounts not paid within thirty (30) days of being invoiced and all costs of collection, including reasonable attorney's fees shall be a charge and continuing lien on the Lot of the defaulting Owner as well as a personal obligation of the defaulting Owner at the time invoiced.

8. **No Liens.** The Owner of each Lot shall promptly pay all contractors for work performed on their respective Lots and shall promptly discharge any mechanic's liens filed against any other Lot. If the Owner of a Lot fails to discharge a lien filed in connection with any of the easements granted to the Owner of said Lot pursuant to this Declaration within thirty (30)

days after the Owner of any other Lot receives notice thereof, the Owner of Lot liened may discharge or bond the same, and the Owner may recover its costs, with interest at the rate of twelve percent (12%) per annum, from the defaulting Owner as a result of discharging or bonding such lien.

9. **Self Help.** If the Owner of any Lot shall not keep or perform any of the respective terms, covenants or conditions imposed upon it pursuant to the terms hereof, including, without limitation, any performance and payment obligations arising hereunder and such default shall continue for a period of (a) fifteen (15) days for monetary obligations or (b) thirty (30) days for non-monetary obligations, in each case after written notice thereof, or if such Owner fails to commence its curative efforts promptly after the service of such notice with respect to a non-monetary obligation or thereafter to proceed with all due diligence to cure the same in the case of a non-monetary default which cannot with due diligence be cured within a period of thirty (30) days (it being intended that in connection with the default not susceptible to being cured with due diligence within thirty (30) days, the time for such defaulting party to cure the same shall be extended for such period as may be necessary to complete the same in good faith with due diligence, provided that the cure of such default is promptly commenced and diligently pursued), or (c) in the event of an emergency or hazardous condition, or the failure to remove snow, ice or any obstruction of the Driveway which prohibits access to the Lots, or the failure to act which has the effect of preventing any Owner from effectively utilizing or enjoying the Lot and any structure on the Lot for the intended use, such Owner fails to proceed promptly to cure the same after service of reasonable notice under the circumstances, then in any of such events, in addition to any other remedies which any Owner may have at law or in equity or as otherwise provided in this Declaration, any Owner, may, but shall not be obligated to, enter upon the Lot of such defaulting Owner, if necessary, or the Easement Areas, to cure or prosecute the curing of such default at reasonable expense, and the expense of such cure and prosecution shall be paid by such defaulting Owner, or as otherwise provided in this Agreement, within ten (10) days after written demand thereof. Any sums not paid within said time period shall bear interest at a rate twelve percent (12%) per annum compounded monthly, on all amounts not paid within ten (10) days of being invoiced and all costs of collection, including reasonable attorney's fees shall be a charge and continuing lien on the Lot of the defaulting Owner as well as a personal obligation of the defaulting Owner at the time invoiced.

10. **Mortgage Subordination.** Any mortgage or deed of trust affecting any portion of the Overall Property shall at all times be subject and subordinate to the terms of this Declaration, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Declaration.

11. **Recording.** At the expense of Declarant, this Declaration, together with all Exhibits, shall be recorded in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania.

12. **Governing Law.** This Declaration shall be interpreted and enforced in accordance with the law of the Commonwealth of Pennsylvania.

13. **Notice.** Any notice, report or demand required, permitted or desired to be given under this Declaration shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (1) personally, or (2) by overnight carrier prepaid by the sender, or (3) mailed by registered or certified mail, return receipt requested, postage prepaid, or (4) emailed to the parties at the addresses as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be deemed to be the date notice was given.

14. **Severability.** If any term, condition or provision of this Declaration is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

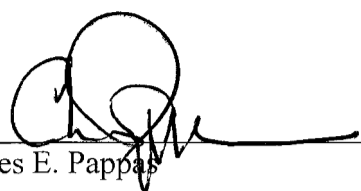
15. **Headings.** The headings to paragraphs of this Declaration are for convenience only and shall not be used in interpreting this Declaration.

16. **Binding.** This Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. **Obligation to Run With the Land.** The covenants and obligations of this Declaration shall be covenants running with the land, and the parties hereto agree for themselves and their successors and assigns that in any deed of conveyance of all or any portion thereof to any person, partnership, corporation, or other entity, the said covenants and obligations shall be incorporated therein by reference to this Declaration and the recording hereof as fully as if the same were contained therein.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Declarant has caused this Declaration to be executed and sealed as of the day and year first above written.



Charles E. Pappas

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF MONTGOMERY :

On this 4 day of June 2014, before me, a notary public, the undersigned officer, personally appeared **Chares E. Pappas**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Declaration of Easements and acknowledged that he executed the same for the purposes therein contained.

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

Sheron M. Campbell
Notary Public

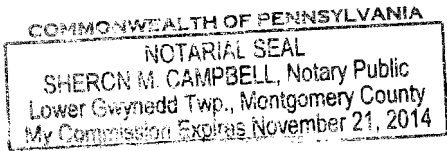
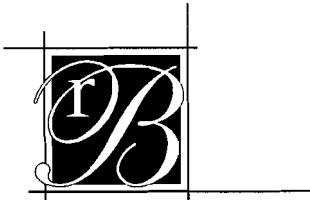


EXHIBIT "A"

Legal Description of Overall Property



robert e. blue consulting engineers, p.c.

Description of Consolidation
Overall Tract – Gross Area

ALL THAT CERTAIN tract or parcel of ground situate in the Township of Lower Gwynedd, County of Montgomery, Commonwealth of Pennsylvania, as described on a Record Plan, Sheet 1 of 32, prepared for Dr. Charles Pappas, by Robert E. Blue Consulting Engineers, P.C., Blue Bell, PA, dated June 12, 2013, last revised April 11, 2014, as follows to wit:

BEGINNING at a point, said point being the intersection of the title line of Gypsy Hill Road (SR 2005) (60 feet wide) and the title line of Evans Road (SR 2016) (80 feet wide);

Thence, from said point of beginning, along the title line, through the bed of Evans Road (SR 2016) (80 feet wide), North 43 degrees 55 minutes 00 seconds East, a distance of 480.32 feet to a point, said point being in line of lands now or formerly of Richard B. Vanderveer;

Thence, leaving the bed of Evans Road (SR 2016) (80 feet wide), at first, along lands now or formerly of Richard B. Vanderveer, then along lands now or formerly of Michael and Ellen G. Araten, South 46 degrees 01 minutes 00 seconds East, a distance of 577.27 feet to a point, a monument found in line of lands now or formerly of Robert W. and Ann L. Reitenbaugh;

Thence, at first, along lands now or formerly of Robert W. and Ann L. Reitenbaugh, then along lands now or formerly of Fred Duffy, South 44 degrees 08 minutes 40 seconds West, a distance of 606.57 feet to a point, said point being along the title line in the bed of Gypsy Hill Road (SR 2005) (60 feet wide);

Thence, along the title line, through the bed of Gypsy Hill Road (SR 2005) (60 feet wide), North 33 degrees 38 minutes 00 seconds West, a distance of 588.70 feet to a point, said point being the first mentioned point and place of beginning.

CONTAINING 7.189 acres, more or less.

BEING Block 9 Unit 1, Block 9 Unit 154, Block 9 Unit 155 and Block 9 Unit 156 .

M:\Proj\1260-3_Legals \Pappas 1260-3 – Overall Tract - Gross Area 12-5-2013

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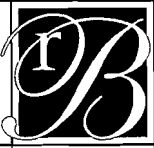
EXHIBIT "B"

Blue Plan

(See Attached)

Exhibit "C-1"

Legal Description of Lot 1



robert e. blue consulting engineers, p.c.

Description of Property

Lot 1 (Net Area to Ultimate Right of Way)

ALL THAT CERTAIN tract or parcel of ground situate in the Township of Lower Gwynedd, County of Montgomery, Commonwealth of Pennsylvania, as described as "Proposed Lot 1" on a Record Plan, Sheet 1 of 32, prepared for Dr. Charles Pappas, by Robert E. Blue Consulting Engineers, P.C., Blue Bell, PA, dated June 12, 2013, last revised April 11, 2014, as follows to wit:

BEGINNING at a point, said point being along the northeasterly ultimate right of way line of Gypsy Hill Road (SR 2005) (30 feet from centerline) located from a point along the common dividing line of lands now or formerly of Charles E. Pappas (Lot 1) and lands now or formerly of Fred Duffy, along the northeasterly ultimate right of way line of Gypsy Hill Road (SR 2005) (30 feet from centerline) along the arc of a circle curving to the right in a northwesterly direction, having a radius of 955.00 feet, an arc distance of 25.15 feet, a chord bearing of North 39 degrees 36 minutes 42 seconds West and a chord distance of 25.15 feet to a point;

Thence, from said point of beginning, along the northeasterly ultimate right of way line of Gypsy Hill Road (SR 2005) (30 feet from centerline), along the arc of a circle curving to the right in a northwesterly direction, having a radius of 955.00 feet, an arc distance of 95.68 feet, a chord bearing of North 35 degrees 59 minutes 13 seconds West and a chord distance of 95.64 feet to a point of tangency;

Thence, continuing along the northeasterly ultimate right of way line of Gypsy Hill Road (SR 2005) (30 feet from centerline), North 33 degrees 07 minutes 00 seconds West, a distance of 101.07 feet to a point, a common corner of Lot 1 and Lot 2;

Thence, along the common dividing line of lands now or formerly of Lot 1 and lands now or formerly of Lot 2, North 42 degrees 01 minutes 43 seconds East, a distance of 292.00 feet to a point in line of lands now or formerly Lot 3;

Thence, at first, along the common dividing line of lands now or formerly of Lot 1 and lands now or formerly of Lot 3, then along the common dividing line of lands now or formerly of Lot 1 and lands now or formerly of Lot 4, South 46 degrees 01 minutes 00 seconds East, a distance of 203.59 feet to a point;

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Thence, along the common dividing line of lands now or formerly of Lot 1 and lands now or formerly of Lot 4, South 44 degrees 08 minutes 40 seconds West, a distance of 331.05 feet to a point, said point being the first mentioned point and place of beginning.

CONTAINING 61,941 sq. ft. or 1.422 acres, more or less.

SUBJECT to easements as shown on the plan of record

M:\Proj\1260-3_Legals \Pappas 1260-3 – Lot 1 Net Area 12-3-2013

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Exhibit "C-2"

Legal Description of Lot 2



robert e. blue consulting engineers, p.c.

Description of Property

Lot 2 (Net Area to Ultimate Right of Way)

ALL THAT CERTAIN tract or parcel of ground situate in the Township of Lower Gwynedd, County of Montgomery, Commonwealth of Pennsylvania, as described as "Proposed Lot 2" on a Record Plan, Sheet 1 of 32, prepared for Dr. Charles Pappas, by Robert E. Blue Consulting Engineers, P.C., Blue Bell, PA, dated June 12, 2013, last revised April 11, 2014, as follows to wit:

BEGINNING at a point, said point being the common corner of Lot 1 and Lot 2 along the northeasterly ultimate right of way line of Gypsy Hill Road (SR 2005) (30 feet from centerline) located from a point along the common dividing line of lands now or formerly of Charles E. Pappas (Lot 1) and lands now or formerly of Fred Duffy, along the northeasterly ultimate right of way line of Gypsy Hill Road (SR 2005) (30 feet from centerline) the following two (2) courses and distances:

- 1) Along the northeasterly ultimate right of way line of Gypsy Hill Road (SR 2005) (30 feet from centerline), along the arc of a circle curving to the right in a northwesterly direction, having a radius of 955.00 feet, an arc distance of 120.83 feet, a chord bearing of North 36 degrees 44 minutes 29 seconds West and a chord distance of 120.75 feet to a point;
- 2) Continuing along the northeasterly ultimate right of way line of Gypsy Hill Road (SR 2005) (30 feet from centerline), North 33 degrees 07 minutes 00 seconds West, a distance of 101.07 feet to a point;

Thence, from said point of beginning, continuing along the northeasterly ultimate right of way line of Gypsy Hill Road (SR 2005) (30 feet from centerline), North 33 degrees 07 minutes 00 seconds West, a distance of 300.40 feet to a point, a common corner of Lot 2 and Lot 3;

Thence, along the common dividing line of lands now or formerly of Lot 2 and lands now or formerly of Lot 3, North 43 degrees 38 minutes 00 seconds East, a distance of 224.92 feet to a point;

Thence, continuing along the common dividing line of lands now or formerly of Lot 2 and lands now or formerly of Lot 3, South 45 degrees 59 minutes 09 seconds East, a distance of 284.24 feet to a point;



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Thence, along the common dividing line of lands now or formerly of Lot 1 and lands now or formerly of Lot 2, South 42 degrees 01 minutes 43 seconds West, a distance of 292.00 feet to a point, said point being the first mentioned point and place of beginning.

CONTAINING 74,358 sq. ft. or 1.707 acres, more or less.

SUBJECT to easements as shown on the plan of record

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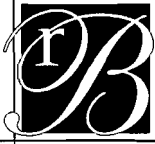
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Exhibit "C-3"

Legal Description of Lot 3



robert e. blue consulting engineers, p.c.

Description of Property

Lot 3 (Net Area to Ultimate Right of Way)

ALL THAT CERTAIN tract or parcel of ground situate in the Township of Lower Gwynedd, County of Montgomery, Commonwealth of Pennsylvania, as described as "Proposed Lot 3" on a Record Plan, Sheet 1 of 32, prepared for Dr. Charles Pappas, by Robert E. Blue Consulting Engineers, P.C., Blue Bell, PA, dated June 12, 2013, last revised April 11, 2014, as follows to wit:

BEGINNING at a point, said point being the intersection of the northeasterly ultimate right of way line of Gypsy Hill Road (SR 2005) (30 feet from centerline) and the southeasterly right of way of Evans Road (SR 2016) (40 feet from centerline);

Thence, from said point of beginning, along the southeasterly right of way of Evans Road (SR 2016) (40 feet from centerline), North 43 degrees 38 minutes 00 seconds East, a distance of 453.79 feet to a point, said point being in line of lands now or formerly of Richard B. Vanderveer;

Thence, leaving the southeasterly right of way of Evans Road (SR 2016) (40 feet from centerline), at first, along lands now or formerly of Richard B. Vanderveer, then along lands now or formerly of Michael and Ellen G. Araten, South 46 degrees 01 minutes 00 seconds East, a distance of 339.92 feet to a point,

Thence, along the common dividing line of lands now or formerly of Lot 3 and lands now or formerly of Lot 4, South 43 degrees 38 minutes 00 seconds West, a distance of 234.75 feet to a point in line of lands now or formerly of Lot 1;

Thence, along lands now or formerly of Lot 1, North 46 degrees 01 minutes 00 seconds West, a distance of 30.69 feet to a point;

Thence, along lands now or formerly of Lot 2, North 45 degrees 59 minutes 09 seconds West, a distance of 284.24 feet to a point;

Thence, continuing along lands now or formerly of Lot 2, South 43 degrees 38 minutes 00 seconds West, a distance of 224.92 feet to a point, said point being along the northeasterly ultimate right of way line of Gypsy Hill Road (SR 2005) (30 feet from centerline);

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Thence, along the northeasterly ultimate right of way line of Gypsy Hill Road (SR 2005) (30 feet from centerline), North 33 degrees 07 minutes 00 seconds West, a distance of 25.68 feet to a point, said point being the first mentioned point and place of beginning.

CONTAINING 85,320 sq. ft. or 1.959 acres, more or less.

SUBJECT to easements as shown on the plan of record

M:\Proj\1260-3_Legals \Pappas 1260-3 – Lot 3 Net Area 12-3-2013

2 of 2

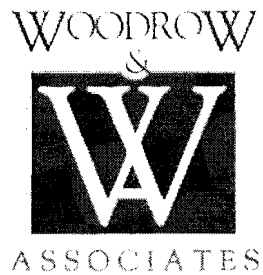
CIVIL ENGINEERS • LAND SURVEYORS • SITE PLANNERS

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Exhibit "C-4"

Legal Description of Lot 4

Job Number: 99-0209 d
Job Name: 1341 Gypsy Hill Road.
Date: May 23, 2014
File Name: Pappas Consolidated Lot



**Total Area of Consolidated Lot of lands now or late of
Charles E. Pappas (Block 9, Unit 156)**

ALL THAT CERTAIN portion of land situate in the Township of Lower Gwynedd, County of Montgomery, Commonwealth of Pennsylvania bounded and described according to a Plan of Subdivision entitled "1341 Gypsy Hill Road", prepared by Woodrow & Associates, Inc., dated April 30, 2014, last revised May 14, 2014 and to be recorded in the Office for Recording Deeds in Norristown, PA, as follows, to wit:

BEGINNING AT A POINT of intersection of the northeasterly ultimate right of way line of Gypsy Hill Road, having a 30 feet wide half right of way width at this point, with the common property line between lands now or late of Fred Duffy (Block 9, Unit 113) and lands now or late of Charles E. Pappas (Block 9, Unit 156);

THENCE, leaving said beginning point and continuing along said northeasterly ultimate right of way line, being 30 feet distant and parallel to the centerline, along an arc of a circle curving to the right, having a radius of 955.00 feet, an arc distance of 25.16 feet, being subtended by a chord bearing of North 39°35'42" West and a chord distance of 25.16 feet, to a point, a common property corner of this parcel and lands now or late of Lot No. 1 of the Pappas Subdivision (Block 9, Unit 1);

THENCE, along said lands of Lot No. 1 of the Pappas Subdivision, the following two (2) courses and distances:

1. North 44°08'40" East, a distance of 331.05 feet, to a point;
2. North 46°01'00" West, a distance of 172.90 feet, to a point, a common property corner of this parcel and lands now or late of Lot No. 3 of the Pappas Subdivision (Block 9, Unit 155);

THENCE, along said lands of Lot No. 3 of the Pappas Subdivision, North 43°38'00" East, a distance of 234.75 feet, to a point in line of lands now or late of Richard B. & Deborah I. Vanderveer (Block 9, Unit 128);

THENCE, along said lands of Vanderveer and along lands now or late of Robert W. & Ann L. Reitenbaugh (Block 9, Unit 114), South 46°01'00" East, a distance of 225.00 feet, to a point, a common property corner of this parcel and said lands of Reitenbaugh;

THENCE, along said lands of Reitenbaugh, South 44°08'44" West, a distance of 254.50 feet, to a point in line of said lands of Duffy;

THENCE, along said lands of Duffy, the following two (2) courses and distances:

*Municipal / Civil Consulting Engineers
1108 North Bethlehem Pike • Suite 5 • Lower Gwynedd, PA 19002
Phone: 215-542-5648 • Fax: 215-542-5679
Established - 1996*

Job Number: 99-0209 d
Job Name: 1341 Gypsy Hill Road.
Date: May 23, 2014
File Name: Pappas Consolidated Lot

1. North $48^{\circ}11'00''$ West, a distance of 25.02 feet, to a point;
2. South $44^{\circ}08'40''$ West, a distance of 313.16 feet, to a point, said point being the first mentioned point and Place of Beginning.

Containing 61,389.11 Sq. Ft. or 1.4093 Acres, more or less.



A handwritten signature in black ink, appearing to read "Kevin R. Gibbons".

Kevin R. Gibbons
Professional Land Surveyor
Commonwealth of Pennsylvania
License No. SU-044550-E

Municipal / Civil Consulting Engineers
1108 North Bethlehem Pike • Suite 5 • Lower Gwynedd, PA 19002
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