

**CENTRAL BUCKS SCHOOL DISTRICT
SCHOOL BOARD MEETING**

February 24, 2015

Dr. Weitzel thanked Director Jennifer DiVasto and the CB East Patriot Chamber Strings for performing before the Board meeting.

The Central Bucks Board of School Directors held its meeting on Tuesday, February 24, 2015 in the Board Room of the Educational Services Center with President Stephen Corr presiding. The meeting was called to order by President Corr at 7:34 p.m., followed by the Pledge of Allegiance.

BOARD MEMBERS PRESENT

Stephen Corr – President, Tyler Tomlinson – Vice President, James Duffy, Paul Faulkner, John Gamble, Joseph Jagelka, Geryl McMullin, Kelly Unger, Jerel Wohl

ADMINISTRATORS PRESENT

Dr. David Weitzel, Dr. Nancy Silvius, Dr. David Bolton, Andrea DiDio, Scott Kennedy, David Matyas, Dale Scafuro, Edward Sherretta

ALSO PRESENT

Jeffrey Garton – Solicitor, Sharon Reiner - School Board Secretary

President Corr announced that the Board met in Executive Session before the meeting tonight to discuss legal issues with respect to Pennsylvania law.

Mr. Corr also announced that in addition to recording this meeting the district is also streaming this meeting live via the internet through the CBSD website.

APPROVAL OF MINUTES

Motion by Tyler Tomlinson, supported by James Duffy, to approve the minutes of the February 10, 2015 school board meeting.

Motion Approved 7-0-2. (John Gamble, Joseph Jagelka)

PUBLIC COMMENT

Sam Losorelli, Linda Frederick, Marge Thackray, Wendy Schneider and Robin Boger commented that they have the deepest respect for the ultimate sacrifice of Army 1st Lt. Colby Umbrell, a CB East graduate, but they urged the Board to consider naming the CB East Stadium the 'CB East Patriot Stadium' in honor of all those who have served this country, and also in honor of all the former, present, and future students in the community. They suggested that perhaps a memorial wall within the stadium could be dedicated to Lt. Umbrell. Jon Schneider thanked Mrs. McMullin for her wisdom and her years of service to the CB community.

Mr. Corr stated that there will not be any action taken in March on the naming of the stadium due to two school board members being absent. Action may be taken in April or May.

SUPERINTENDENT'S REPORT

CB Reporting Student Achievement Update

Mr. Steve Cashman, Principal of Titus Elementary School and Ms. Suzanne Dailey, Staff Development Facilitator, presented an update on the elementary standards-based reporting system. The district is now halfway through its first year of implementation and has accomplished a lot, but there is still important work to be done. For almost two years prior to this rollout the district researched this reporting system and presented the information to many parent groups, teachers, elementary and secondary administrators. Mr. Cashman and Ms. Dailey discussed the rationale behind the reporting system and discussed the various resources available to both professional staff and parents. Continued staff development will be held during the summer and throughout the year and teachers will continue to collaborate with each other. Teacher and parent surveys have been sent out and there will always be continued communication with parents. The presentation ended with a few video clips of teachers sharing the impact of standards-based reporting in their classroom.

TREASURER'S REPORT AND SUMMARY OF FUND DISBURSEMENTS

Motion by Jerel Wohl, supported by Joseph Jagelka, to approve the Treasurer's Report and Summary of Fund Disbursements for the month of January 2015.

General Fund	\$20,761,742.17
Capital Fund	1,549,640.32
Food Service	<u>400,757.50</u>
TOTAL ALL FUNDS	\$22,712,139.99

Motion Approved 9-0.

ACCOUNTS PAYABLE CHECK DISBURSEMENTS

Motion by James Duffy, supported by Joseph Jagelka, to approve the February 15, 2015 and February 19, 2015 General Fund check disbursements.

Motion Approved 8-0-1. (Geryl McMullin)

REAL ESTATE TAX ASSESSMENT APPEAL

Motion by Tyler Tomlinson, supported by Geryl McMullin, to approve the proposed settlement of a real estate tax assessment appeal with John H. Thompson and TF Partners LLP (Thompson Properties) from 2011-2012 through 2014-2015 for properties (6205 Easton Road, Plumstead Township; 450 Broad Street, Doylestown Township; and 651 North Main Street in Doylestown Borough). The district agrees to pay a lump sum payment for the referenced years in the amount of \$54,975.66.

Motion Approved 9-0.

COPIER LEASE AGREEMENT

Motion by John Gamble, supported by Kelly Unger, to approve leasing light duty copiers, as needed, from March 2015 to July 2015 at a monthly cost of \$225 per machine pending review of the lease agreement by the solicitor. The lease would be with Canon Solutions America.

Motion Approved 9-0.

CONSTRUCTION CONTRACTS AND SERVICE AGREEMENTS

Motion by Paul Faulkner, supported by John Gamble, to approve an Easement to Chalfont Borough for a walking path behind Unami Middle School. A copy of this Easement is Attachment A.

Motion Approved 9-0.

SCHOOL BOARD POLICY FOR FIRST READ

Motion by Kelly Unger, supported by John Gamble, to table School Board Policy 616 – Payment of Bills, so that the proposed policy can be posted to the CBSD website for public review.

Motion Approved 9-0.

PERSONNEL ITEMS

Motion by Paul Faulkner, supported by Geryl McMullin, to approve resignations, retirements, and unpaid leaves of absence; appointments, long-term substitute teachers, long-term per diem substitute teachers, classification changes, community school staff, Summer Band Director, per diem substitute teachers, per diem substitute bus drivers, substitute van drivers, substitute custodians, and substitute educational assistants.

RESIGNATIONS

Name: Meaghan Albanese
Position: Elementary School Counselor – Groveland Elementary
Effective: June 16, 2015

Name: Amanda Flaska
Position: Personal Care Assistant – Kutz Elementary School
Effective: February 27, 2015

RETIREMENTS

Name: Patricia King
Position: Speech Therapist teacher – Warwick Elementary School
Effective: June 15, 2015

Name: Bonnie Kooker
Position: Special Education Assistant – Linden Elementary School
Effective: March 3, 2015

Name: Joseph Ott
Position: School Bus Driver – Transportation
Effective: February 4, 2015

Name: Eileen Telly
Position: Music teacher – Groveland Elementary School
Effective: June 16, 2015

UNPAID LEAVES OF ABSENCE

Krista Bodkin Special Education Assistant – Tamanend Middle School
March 2, 2015 – March 30, 2015

Katherine Finkbeiner Elementary teacher – Jamison Elementary School
May 11, 2015 – August 2016

Jennifer Kolb Mathematics teacher – Central Bucks High School – South
June 2, 2015 – January 2016

APPOINTMENTS

Name: Katie Logorda
Position: Special Education Assistant – Bridge Valley Elementary School
 \$14.37 per hour
Effective: February 9, 2015

Name: Garry Mains
Position: Custodian Floater
 \$15.32 per hour
Effective: March 2, 2015

Name: Heather Young
Position: Basic Skills Instructional Assistant – Pine Run Elementary School
 \$13.87 per hour
Effective: February 17, 2015

LONG-TERM SUBSTITUTE TEACHERS

Name: Natalie Richey
Position: (.41) Business teacher – Central Bucks High School – West
 \$10,166 (MS+0 credits, Step 1)
Effective: January 29, 2015 until the end of the 2014-2015 school year

LONG-TERM PER DIEM SUBSTITUTE TEACHERS

Name: Howard Gottlieb
Position: Elementary teacher – Cold Spring Elementary School
 \$19.75 per hour
Effective: February 18, 2015

Name: Amy Laff
Position: Special Education teacher – Mill Creek Elementary School
 \$19.75 per hour
Effective: February 9, 2015

Name: Justin Leshner
Position: Elementary teacher – Titus Elementary School
 \$19.75 per hour
Effective: February 9, 2015

Name: Sharon Payne
Position: Science teacher – Central Bucks High School – East
 \$19.75 per hour
Effective: February 9, 2015

Name: Kelli Voorhees
Position: Elementary teacher – Doyle Elementary School
\$19.75 per hour
Effective: February 26, 2016

CLASSIFICATION CHANGES

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Kristie Buckner	(Temp) Sp Ed Asst Linden No Change In Salary	(Perm) Special Ed Asst Linden No Change In Salary	3/3/15
Lisa Costantini	Bus Dispatcher Transportation \$22.78 Per Hour	(Temp) Transportation Mgr Transportation \$29.86 Per Hour	2/2/15

COMMUNITY SCHOOL STAFF

Danica Fossesca	Before/After School Educational Assistant	\$13.87/hour
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SUMMER BAND DIRECTOR

Mark Appiotti	\$1,500
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PER DIEM SUBSTITUTE TEACHERS Approved salary rate of \$11.85/per hour, greater than 39 days \$13.85/per hour, for the 2014-2015 school year.

Daniel Andrzejewski	Kaitlyn Grundy	Laura Lesnevec
Linda Becker	Lauren Hall	Aimee Porco
Nicole Brandecker	Bonnie Humphreys	Karly Seiz
Tara Capriotti	Katie Jones	Jessica Shoap
Gerard Connaughton	Alisa Kelly	Anne Marie Varrella
Alex Copenhaver	Elizabeth Kettle	Katrina Wright
Jacqueline DeMatteo	Christine Klingbeil	Heather Young
Alexandra Dusak	Emily Koerner	Lauren Zeleznik
John Fisher	Noel Kress	
Alyssa Getz	Cassandra Leonti	

PER DIEM SUBSTITUTE BUS DRIVERS, SUBSTITUTE VAN DRIVERS, SUBSTITUTE CUSTODIANS, AND SUBSTITUTE EDUCATIONAL ASSISTANTS Approved salary rate of \$20.35/\$13.45/\$14.00/\$10.50 per hour for the 2014-2015 school year.

<u>Substitute Bus Driver:</u>	<u>Substitute Van Driver:</u>	<u>Substitute Custodian:</u>
Donald Hoagland	Kelsey Reidmiller	Sharon Roney

Substitute Educational Assistant:
Kimberly Dillon
Susan Meyers

Motion Approved 9-0.

STUDENT ITEMS

Motion by Kelly Unger, supported by Joseph Jagelka, to approve the Course of Study for Study Abroad: France.

Motion Approved 9-0.

Motion by John Gamble, supported by Geryl McMullin, to approve the following student trips:

- Lenape Middle School 9th Grade Team to travel to Washington, D.C. on April 1, 2015
- Holicong Middle School 9th Grade Class to travel to Washington, D.C. and Arlington, VA. on April 9, 2015
- Unami Middle School 9th Grade Class to travel to New York on April 16, 2015

Motion Approved 9-0.

STAFF CONFERENCES/WORKSHOPS

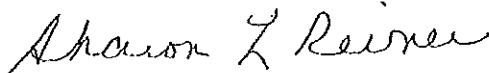
Motion by John Gamble, supported by Jerel Wohl, to approve the following staff to attend the listed conferences/workshops.

Cox, Denise	4/13-4/17/15	Edulog Training Conference	Nevada	2,000	
Geiger, Grace	4/14-4/15/15	AESOP Training	Philadelphia	399	
Kahley, Jeanann	3/18/15	Microsoft Solutions for the Class	Philadelphia		35
Kern, Adam	4/13-4/17/15	Edulog Training Conference	Nevada	2,000	
Matyas, David	3/10-3/13/15	PASBO	Hershey	926	
Salvesen, Susan	3/18/15	Microsoft Solutions for the Class	Philadelphia		35
Trawinski, Christine	4/14-4/15/15	AESOP Training	Philadelphia	489	
Turner, Danielle	3/17-3/20/15	PA State Athletic Directors	Hershey	892	
Wohl, Charles	4/13-4/17/15	Edulog Training Conference	Nevada	2,000	
Wood, Courtney	3/19/15	PATTAN	King of Prussia	91	
Totals this meeting				\$8,797	\$70

Motion Approved 9-0.

There being no further business before the Board, motion by Tyler Tomlinson, supported by John Gamble, to adjourn at 9:00 p.m.

Respectfully submitted,



Sharon L. Reiner
Board Secretary

PREPARED BY AND RETURN TO:

Prepared by Chalfont Borough.

Return to Sandra Zadell - Chalfont Borough, 40 North Main Street, Chalfont, PA 18914

PARCEL ID NOS.:TMP 07-009-022-002

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this 24 day of February 2015, between Central Bucks School District (hereinafter "CSBD") and CHALFONT BOROUGH, a political subdivision of the Commonwealth of Pennsylvania (the "Borough").

BACKGROUND

A. CSBD is the owner of a Parcel of ground situate in Chalfont Borough, Bucks County, Pennsylvania (collectively, the "CSBD Parcel"), indexed in the records of the Bucks County Recorder of Deeds at Tax Map Parcel 07-009-022-002 and as more particularly described on Exhibit "A", the Exhibit Plan (2 sheets), which is attached hereto and made a part hereof.

B. The Borough desires to establish a multi-use trail (the "Trail") for use by the general public through and over the CSBD Parcel and CSBD is willing to grant an easement to the Borough for such purposes.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, covenant and agree as follows:

1. Incorporation of Recitals. The recitals set forth above and the exhibits attached hereto are hereby incorporated herein by reference as if set forth in full in the body of this Agreement.
2. Trail Easement. CSBD, for itself and its successors and assigns, hereby grants to the Borough and its successors and assigns, an easement benefiting the Borough over, on, under and upon the CSBD Parcel (the "Trail"), as outlined on the Exhibit Plan (the

"Exhibit Plan") on Exhibit "A" and more particularly described in the legal description(s) contained in Exhibit "B", each attached hereto and made a part hereof (the "Trail Area") for the purposes of constructing, inspecting, improving, operating, repairing, replacing and maintaining the Trail; provided, however, that the Trail Easement shall be under and subject to all conditions, restrictions, easements and agreements affecting the Trail Easement Area which now appear of record and to the following:

(a) Neither CBSD, nor its successors or assigns shall erect or maintain any improvements on, over or under the Trail Easement Area which would affect access to or use of the Trail; provided, however, that CBSD shall be permitted to run utilities under or over the Trail, provided that the running of such utilities does not interfere with the safe operation of the Trail, and further provided that CBSD provides written notice of installation of such utilities to the Borough, completes the installation in an expeditious manner, and restores the Trail to its pre-existing condition following installation of any utilities.

(b) The Trail Easement is not exclusive and CBSD and its successors and assigns reserve the right, after prior written notice to the Borough, to grant such other easements, rights or privileges over, on, under and upon the Trail Easement Area to such other persons and entities as CBSD and its successors and assigns may elect, so long as such easements, rights or privileges do not interfere with either (i) access to or the use of the Trail, or (ii) the safe use of the Trail as a hiking and biking trail.

(c) If the Trail Easement Area traverses any private roadways owned by CBSD, CBSD reserves the right to impose any traffic and safety rules and regulations with respect to such areas deemed necessary by CBSD.

(d) CBSD shall have the right to close or limit access to the Trail Easement Area during such times when CBSD is performing operations that may pose a threat to health and safety including, without limitation, during times when CBSD is constructing or repairing facilities located on CBSD Parcels and other parcels owned by CBSD near the Trail Easement Area. CBSD shall only close or limit access to the Trail Easement Area for such periods of time as are necessary to remove any threat to health and safety and, during all periods of such closure or limited access, CBSD shall place conspicuous notice of such closure or limited access at the points where the Trail enters/exits CBSD Parcels.

(e) It is specifically understood and agreed that any impervious surface area created on the CBSD property as a result of the construction and maintenance of the Trail identified herein, shall and is excluded from any calculations of impervious surface area for any future construction and/or land development of

the CBSD property by the current or any subsequent owner(s) of TMP 07-009-022-002.

3. Temporary Construction Easement. CBSD hereby grants to the Borough a non-exclusive easement and right to use an additional five (5) feet of the CBSD Parcel measured from the limit of the trail easement granted herein, as may be reasonably required to provide temporary access and construction period storage and staging of construction trailers, building materials and equipment and an access route for construction vehicles (the "Temporary Construction Easement"). The Temporary Construction Easement may be used only during and in connection with the initial construction of the Trail. This temporary easement right shall be exercised by the Borough so as not to unreasonably interfere with CBSD's normal operations. The Borough shall expeditiously complete any construction work that requires the exercise of this easement right and, upon completion of such work, promptly clean, repair and restore the Temporary Construction Easement Areas to substantially their condition that existed prior to Tenant's use of such Temporary Construction Easement Areas as reasonably required by CBSD.

4. Construction Obligations and Covenants. Whenever pursuant to this Agreement the Borough constructs any improvements in connection with the use and enjoyment of the easements granted herein, it is understood and agreed that such construction shall be performed in accordance with the following requirements:

(a) CBSD shall have the right to approve the plans and specifications for any improvements to be constructed within the Trail Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed. If CBSD does not object to the plans and specifications within thirty (30) days after receipt, the plans and specifications shall be deemed approved.

(b) All such construction shall be performed in a good and workmanlike manner in accordance with sound engineering practice and in compliance with all applicable laws, ordinances, rules and regulations of all local, state and federal agencies and authorities having jurisdiction thereof, with the Borough hereby agreeing to obtain prior to the commencement of such construction all permits, licenses and other approvals required in connection therewith from all governmental agencies and authorities having jurisdiction and to deliver copies thereof to CBSD.

(c) All such improvements shall be constructed and completed free of any mechanic's or materialman's lien, and the Borough hereby agrees (i) to indemnify and hold CBSD harmless from and against all loss, damage, cost, expense, action or cause of action arising from or in connection with any such mechanic's or materialman's lien, including, without limitation, reasonable attorney's fees and expenses and court costs, and (ii) to obtain and maintain the insurance required

pursuant to Section 6 hereof.

(d) All construction of the Trail and any other improvements constructed by the Borough hereunder shall be the responsibility of the Borough and at the Borough's sole cost and expense. Upon the commencement of the construction of the Trail by the Borough, the Borough shall proceed expeditiously to complete the construction of the Trail.

5. Maintenance Obligations and Covenants.

(a) The Borough shall be responsible, at its sole cost and expense, for all repair, maintenance and replacement of the Trail, and any other improvements constructed in the Trail Easement Area by or on behalf of the Borough, to the extent any such repair, maintenance or replacement is necessary to keep the Trail and any other such improvements in a safe and slightly condition. The Borough shall also be responsible for the repair of any damage to CBSD Parcel resulting from the installation, operation, use, maintenance, repair, or replacement of the Trail and the Trail Easement Area. It is understood that the Borough does not intend at this point in time to perform snow removal on the trail during the winter months, and in no event shall CBSD have any obligation to perform snow removal during the winter months or any other maintenance on the trail during the calendar year.

(b) If the Borough fails to perform its repair, maintenance and replacement obligations under this Section 5, CBSD may notify the Borough in writing of such failure. In the further event the Borough fails to remedy the defects set forth in the notice from CBSD within thirty (30) days after receipt of such notice, CBSD shall have the right, but not the obligation, to correct such deficiencies on behalf of and at the expense of the Borough; provided, however, that in the event thirty (30) days is insufficient time in which to cure the default and (i) the Borough is diligently pursuing such cure, (ii) the default can be cured within a reasonable period of time after expiration of the 30-day period, and (iii) the Borough presents CBSD with a plan to cure such default which is reasonably satisfactory to CBSD, CBSD will not pursue any remedies available to it. If CBSD performs any maintenance, repairs and replacements on behalf of the Borough after giving the required notice, CBSD shall have the right to bill the Borough for the direct costs incurred by CBSD.

6. Indemnification and Insurance.

(a) The Borough agrees to indemnify and defend CBSD and to hold CBSD harmless from and against any loss, claim, damage, cost, expense, liability, action or cause of action, including, without limitation, reasonable attorneys' fees

and expenses and court costs, arising out of or incurred in connection with the use of the Trail Easement or the Temporary Construction Easement by the Borough and its agents, employees, contractors, servants, licensees and invitees (including, without limitation, members of the general public making use of the Trail Easement) unless the loss, claim, damage, cost, expense or liability is caused by the negligence or willful misconduct of CBSD, its employees, officers, directors, agents, contractors, servants or licensees.

(b) From and after the date this Agreement is fully executed by the parties hereto, the Borough shall carry and maintain general liability insurance or group self-insurance on an occurrence basis against claims for bodily injuries to persons (including death) and damage to property, occasioned by, or arising from, the existence, use and/or exercise of the Trail Easement and the Temporary Construction Easement. The Borough shall choose, in its sole discretion, to carry and maintain such insurance or group self-insurance through either (i) an insurer licensed to do business in the Commonwealth of Pennsylvania; or (ii) a group self-insurance trust, such as the Delaware Valley Insurance Trust. Such insurance or group self-insurance shall be maintained under a policy or coverage pursuant to which CBSD shall be named as an additional insured or covered party.

(c) The insurance or group self-insurance required by Section 6(b) shall afford protection with limits of liability in amounts not less than Two Million Dollars (\$2,000,000.00) combined single limit each occurrence with respect to bodily injuries to persons (including death) and property damage.

(d) The Borough shall provide CBSD, upon its reasonable request, with certificate(s) evidencing that all the insurance or group self-insurance coverage required by this Section 6 is in full force and effect. The insurance or group self-insurance required by this Section 6 shall contain an agreement by the insurer or group self-insurance trust to give at least ten (10) days' prior written notice to CBSD in the event of cancellation or non-renewal of such insurance or group self-insurance. The Borough will provide an insurance certificate to CBSD each year.

(e) Nothing contained in this Section 6 shall be deemed to prohibit the Borough from obtaining insurance or group self-insurance which may cover any other property, premises, or liabilities of the Borough, in addition to the coverage to be afforded pursuant to this Section 6.

7. Relocation of the Trail Easement. If either (a) the location of the Trail Easement Area, in the reasonable judgment of CBSD, interferes with CBSD's operations and/or activities, or (b) the functioning of the Trail Easement Area is materially impacted by alterations and/or relocations of existing roads and driveways (and entrances and exits thereto) located on or adjacent to CBSD Parcels, then CBSD and the Borough shall

reasonably cooperate with each other to cause the Trail Easement Area to be relocated in a manner satisfactory to address the foregoing concerns. If the Trail Easement Area is relocated pursuant to subsection (a), CBSD shall be responsible, at its sole cost and expense, for constructing any improvements necessitated by the relocation of the Trail Easement Area and if the Trail Easement Area is relocated pursuant to subsection (b), the Borough shall be responsible, at its sole cost and expense, for constructing any improvements necessitated by the relocation of the Trail Easement Area. If the Trail Easement Area is ever relocated subsequent to the date of this Agreement, the parties hereto shall promptly execute and record an amendment to this Agreement identifying the relocated Trail Easement Area.

8. Notices. All notices, requests and consents herein required or permitted from either party to the other shall be in writing and shall be sent by nationally-recognized courier guaranteeing overnight delivery, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, at the addresses indicated below or to such other address as the party to receive same may designate by notice to the other. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes on the day after the date of deposit with a courier guaranteeing overnight delivery, or if deposited in the United States mail, the date when the notice is either received or rejected by the addressee. All such notices shall be addressed as follows:

(a) If intended for the Borough:
Chalfont Borough
40 North Main Street, Chalfont PA. 18914
Attn: Borough Manager

(b) If intended for CBSD:
Superintendent
Central Bucks School District
20 Wellden Drive, Doylestown, PA 18901

or to such other addresses or entities as either party hereto may from time to time direct by notice to the other party hereto given as provided above.

9. Amendments. This Agreement may not be altered, modified, amended or terminated except by an instrument in writing duly executed by the parties then bound by this Agreement and in recordable form, which shall be recorded promptly and the expense thereof shall be borne equally by all parties then bound hereunder.

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

11. Governing Law. This Agreement shall be construed, interpreted and governed by

the laws of the Commonwealth of Pennsylvania.

12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and/or assigns.

13. Covenants Running with the Land; Easements to be Private.

(a) It is intended that the covenants and agreements contained herein are to be covenants running with the land and affirmatively enforceable against the land and any grantee, successor and assign thereof.

(b) Notwithstanding the fact that it is understood that the Borough will permit members of the public to use the Trail and the Trail Easement, neither the granting of any easement hereunder nor the use and enjoyment thereof pursuant to the provisions of this Agreement shall be deemed in any way to create or confer in or on any member of the public any estate or interest therein.

14. Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof, and there are no other terms, conditions, provisions, understandings, statements, or representations, express or implied, concerning the subject matter hereof.

15. Counterparts. This Agreement may be executed any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

In Witness hereof, intending to be legally bound hereby, the parties have set their hands and seals on the date and in the year first written above.

CHALFONT BOROUGH

Date: _____

By: John Engel, Council President

CENTRAL BUCKS SCHOOL DISTRICT

Date: 2/24/15

By: Stephen A. Curr

Position: School Board President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Bucks

:
: ss.
:

On the 24 day of February A.D., 2015, before me, the undersigned officer, personally appeared Stephen A. Curr, who acknowledged himself/herself to be the School Board President and that he/she as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sharon L. Reiner, Notary Public
Doylestown Twp., Bucks County
My Commission Expires May 2, 2017

Sharon L. Reiner
Notary Public

COMMONWEALTH OF PENNSYLVANIA

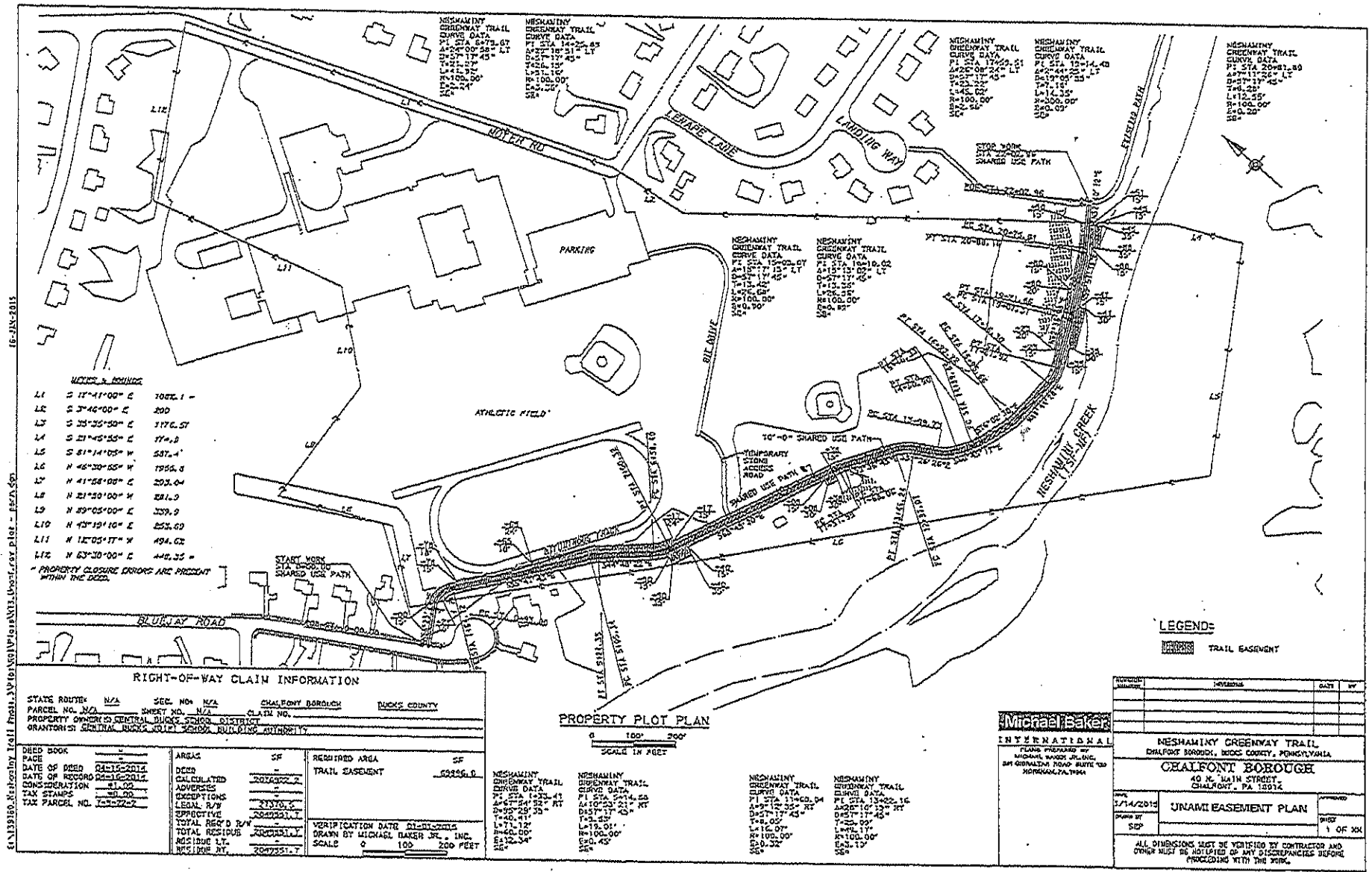
COUNTY OF _____

:
: ss.
:

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____ who acknowledged themselves to be the _____ of Chalfont Borough, and acknowledged that they are authorized to execute this document on behalf of the Borough of Chalfont and that they executed the same for the purposes therein contained.

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

Notary Public



MESHAMINY TRAIL

LINE	BEARING	LENGTH	AREA
L1	S 17°41'00" E	700.1	-
L2	S 3°40'00" E	200	-
L3	S 35°25'30" E	117.5	-
L4	S 21°45'30" E	114.3	-
L5	S 81°14'05" W	537.4	-
L6	N 45°30'55" W	195.5	-
L7	N 41°58'08" E	203.04	-
L8	N 21°20'00" W	281.0	-
L9	N 39°05'00" E	339.9	-
L10	N 43°19'10" E	253.59	-
L11	N 12°05'17" W	194.02	-
L12	N 63°30'00" E	440.35	-

* PROPERTY CLOSURE ERRORS ARE PRESENT WITHIN THE DEED.

RIGHT-OF-WAY CLAIM INFORMATION

STATE ROUTE	N/A	SEE NO.	N/A	CHALFONT BOROUGH	ROCKS COUNTY
PARCEL NO.	N/A	SHEET NO.	N/A	CLAIM NO.	
PROPERTY OWNED BY CENTRAL ROCKS SCHOOL DISTRICT					
GRANTOR(S): CENTRAL ROCKS SCHOOL BUILDING AUTHORITY					

DEED BOOK	PAGE	DATE OF DEED	DATE OF RECORD	CONSIDERATION	TAX STAMPS	TAX PARCEL NO.
		04/15/2011	04/15/2011	\$1.00		12-00
						12-00

AREA	OF	REQUIRED AREA	OF
DEED	2014372.2	TRAIL EASEMENT	60456.6
CALCULATED			
ADVERSE			
EXEMPTIONS			
LEGAL R/W			
EFFECTIVE			
TOTAL RESIDUE			
RESIDUE LT.			
RESIDUE RT.			

VERIFICATION DATE: 01/10/2015
 DRAWN BY: MICHAEL BAKER JR., INC.
 SCALE: 0 100 200 FEET

PROPERTY PLOT PLAN

0 100' 200'

SCALE IN FEET

LEGEND:

TRAIL EASEMENT

Michael Baker
 INTERNATIONAL
 PLANS PREPARED BY
 MICHAEL BAKER JR., INC.
 301 GORDON ROAD, SUITE 100
 HARRISBURG, PA 17104

DATE	BY	DATE	BY

MESHAMINY GREENWAY TRAIL
 CHALFONT BOROUGH, ROCKS COUNTY, PENNSYLVANIA

CEALFONT BOROUGH
 40 N. MAIN STREET
 CHALFONT, PA 18014

DATE: 1/14/2015
 DRAWN BY: SDP

UNANIMOUS EASEMENT PLAN

DATE: 1/14/2015
 DRAWN BY: SDP

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

Legal Description of Central Bucks School District Property

Legal Description of Temporary Construction Easement on Central Bucks School District Property

Beginning at the eastern point at the bend in Moyer Road on the property line now or formerly of Central Bucks School District; (1) following the property line North 71 degrees 33 minutes 04 seconds West 37.10 feet to a point; (2) thence leaving the property line South 17 degrees 35 minutes 32 seconds East 219.36 feet to a point; (3) thence extending South 72 degrees 08 minutes 45 seconds West 81.48 feet to a point; (4) thence extending South 18 degrees 50 minutes 07 seconds East 63.98 feet to a point; (5) thence extending North 72 degrees 08 minutes 45 seconds East 250.09 feet to a point; (6) thence extending South 57 degrees 48 minutes 22 seconds East 44.65 feet to a point; (7) thence extending South 10 degrees 53 minutes 48 seconds East 51.88 feet to a point; (8) thence extending South 10 degrees 08 minutes 03 seconds West 382.61 feet to a point; (9) thence extending South 48 degrees 22 minutes 58 seconds East 75.69 feet to a point; (10) thence extending South 04 degrees 16 minutes 19 seconds West 136.09 feet to a point; (11) thence extending South 26 degrees 12 minutes 51 seconds East 20.20 feet to a point; (12) thence extending North 62 degrees 40 minutes 37 seconds East 30.01 feet to a point; (13) thence extending North 26 degrees 12 minutes 51 seconds West 13.81 feet to a point; (14) thence extending North 04 degrees 16 minutes 19 seconds West 142.43 feet to a point; (15) thence extending North 48 degrees 22 minutes 58 seconds West 71.04 feet to a point; (16) thence extending North 10 degrees 08 minutes 03 seconds East 371.37 feet to a point; (17) thence extending North 10 degrees 53 minutes 48 seconds West 70.46 feet to a point; (18) thence extending North 57 degrees 48 minutes 22 seconds West 75.62 feet to a point; (19) thence extending South 78 degrees 59 minutes 27 seconds West 118.40 feet to a point; (20) thence extending North 17 degrees 57 minutes 31 seconds West 106.86 feet to a point; (21) thence extending South 72 degrees 23 minutes 20 seconds West 33.01 feet to a point; (22) thence extending North 17 degrees 35 minutes 32 seconds West 107.23 feet to the first mentioned point and place of beginning.

Legal Description of Trail Easement on Central Bucks School District Property

Beginning at a point on the property line now or formerly of Lawrence Alles and Cheryl Alles said point being 45.20 feet south of the western most point of the Central Bucks School District property; (1) leaving the property line curving clockwise 79.90 feet along a radius of 75.00 feet to a point; (2) thence extending South 55 degrees 41 minutes 43 seconds East 14.25 feet to a point; (3) thence extending North 34 degrees 18 minutes 17 seconds East 3.00 feet to a point; (4) thence extending South 55 degrees 41 minutes 43 seconds East 187.26 feet to a point; (5) thence extending North 34 degrees 18 minutes 17 seconds East 6.00 feet to a point; (6) thence extending South 55 degrees 41 minutes 43 seconds East 139.71 feet to a point; (7) thence curving clockwise 23.57 feet along a radius of 124.00 feet to a point; (8) thence extending South 44 degrees 48 minutes 22

seconds East 134.05 feet to a point; (9) thence curving counterclockwise 31.86 feet along a radius of 76.00 feet to a point; (10) thence extending South 68 degrees 49 minutes 20 seconds East 16.78 feet to a point; (11) thence extending South 21 degrees 10 minutes 40 seconds West 9.00 feet to a point; (12) thence extending South 68 degrees 49 minutes 20 seconds East 434.89 feet to a point; (13) thence curving clockwise 18.49 feet along a radius of 115.00 feet to a point; (14) thence extending South 59 degrees 36 minutes 45 seconds East 129.01 feet to a point; (15) thence curving clockwise 56.54 feet along a radius of 115.00 feet to a point; (16) thence extending South 31 degrees 26 minutes 26 seconds East 53.50 feet to a point; (17) thence curving counterclockwise 43.49 feet along a radius of 85.00 feet to a point; (18) thence extending South 60 degrees 45 minutes 17 seconds East 38.75 feet to a point; (19) thence curving counterclockwise 22.68 feet along a radius of 85.00 feet to a point; (20) thence extending South 76 degrees 02 minutes 30 seconds East 80.33 feet to a point; (21) thence curving counterclockwise 22.58 feet along a radius of 85.00 feet to a point; (22) thence extending North 88 degrees 44 minutes 28 seconds East 113.08 to a point; (23) thence curving counterclockwise 38.78 feet along a radius of 85.00 to a point; (24) thence extending North 62 degrees 36 minutes 03 seconds East 41.65 feet to a point; (25) thence extending North 27 degrees 23 minutes 57 seconds West 5.00 feet to a point; (26) thence extending North 62 degrees 36 minutes 03 seconds East 83.74 feet to a point; (27) thence curving counterclockwise 13.39 feet along a radius of 280.00 feet to a point; (28) thence extending North 59 degrees 51 minutes 38 seconds East 58.70 feet to a point; (29) thence extending South 30 degrees 08 minutes 22 seconds East 5.00 feet to a point; (30) thence extending North 59 degrees 51 minutes 38 seconds East 95.26 feet to a point; (31) thence curving counterclockwise 10.67 feet along a radius of 85.00 feet to a point; (32) thence extending North 52 degrees 40 minutes 12 seconds East 61.64 feet to a point; (33) thence extending South 40 degrees 57 minutes 51 seconds East 30.06 feet to a point; (34) thence extending South 52 degrees 40 minutes 12 seconds West 6.19 feet to a point; (35) thence extending South 37 degrees 19 minutes 48 seconds East 20.00 feet to a point; (36) thence extending South 52 degrees 40 minutes 12 seconds West 57.36 feet to a point; (37) thence extending North 37 degrees 19 minutes 48 seconds West 20.00 feet to a point; (38) thence curving clockwise 14.43 feet along a radius of 115.00 feet to a point; (39) thence extending South 59 degrees 51 minutes 38 seconds 134.15 feet to a point; (40) thence extending South 30 degrees 08 minutes 22 seconds East 15.00 feet to a point; (41) thence extending South 59 degrees 51 minutes 38 seconds West 19.81 feet to a point; (42) thence curving clockwise 15.78 feet along a radius of 330.00 feet to a point; (43) thence extending South 62 degrees 36 minutes 03 seconds West 71.88 feet to a point; (44) thence extending North 27 degrees 23 minutes 57 seconds West 15.00 feet to a point; (45) thence extending South 62 degrees 36 minutes 03 seconds West 53.51 feet to a point; (46) thence curving clockwise 52.47 feet along a radius of 115.00 feet to a point; (47) thence extending South 88 degrees 44 minutes 28 seconds West 113.08 feet to a point; (48) thence curving clockwise 30.54 feet along a radius of 115.00 feet to a point; (49) thence extending North 76 degrees 02 minutes 30 seconds West 80.33 feet to a point; (50) thence curving clockwise 30.68 feet along a radius of 115.00 feet to a point; (51) thence extending North 60 degrees 45 minutes 17 seconds West 38.75 feet to a point; (52) thence curving clockwise 58.84 feet along a radius of 115.00 feet to a point; (53) thence extending North 31 degrees 26 minutes 26 seconds West 53.50 feet to a point; (54) thence curving counterclockwise

41.79 feet along a radius of 85.00 feet to a point; (55) thence extending North 59 degrees 36 minutes 45 seconds West 129.01 feet to a point; (56) thence curving counterclockwise 13.66 feet along a radius of 85.00 feet to a point; (57) thence extending North 68 degrees 49 minutes 20 seconds West 13.88 feet to a point; (58) thence extending South 21 degrees 10 minutes 40 seconds West 15.00 feet to a point; (59) thence extending North 68 degrees 49 minutes 20 seconds West 29.54 feet to a point; (60) thence extending North 21 degrees 10 minutes 40 seconds East 15.00 feet to a point; (61) thence extending North 68 degrees 49 minutes 20 seconds West 368.26 feet to a point; (62) thence extending South 21 degrees 10 minutes 40 seconds West 20.00 feet to a point; (63) thence extending North 68 degrees 49 minutes 20 seconds West 39.98 feet to a point; (64) thence curving clockwise 13.09 feet along a radius of 135.00 feet to a point; (65) thence extending North 26 degrees 43 minutes 56 seconds East 20.00 feet to a point; (66) thence curving clockwise 37.05 feet along a radius of 115.00 feet to a point; (67) thence extending North 44 degrees 48 minutes 22 seconds West 134.05 feet to a point; (68) thence curving counterclockwise 16.15 feet along a radius of 85.00 feet to a point; (69) thence extending North 55 degrees 41 minutes 43 seconds West 341.22 feet to a point; (70) thence curving counterclockwise 32.28 feet along a radius of 45.00 feet to a point; (71) thence extending North 51 degrees 52 minutes 56 seconds West 36.12 feet to the first mentioned point and place of beginning.