



SIDEWALK FEASIBILITY REPORT

**Location: Rose Tree Elementary
School Neighborhood**

PREPARED BY:
Kelly Engineers

March 2, 2023

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I. Introduction

A sidewalk feasibility plan is a document that evaluates the practicality and viability of constructing new sidewalks or improving existing ones in a particular area. This plan assesses the current condition of sidewalks in the vicinity of Rose Tree Elementary School, identifies areas where sidewalks are needed, and outlines strategies to create safe and accessible pedestrian pathways.

Overall, a sidewalk feasibility plan aims to identify opportunities to improve pedestrian safety and access, promote healthy lifestyles, and enhance the overall livability of an area.

a) Background information on the area under consideration

Rose Tree Elementary School is located at 1101 First Ave, Media PA 19063 and is located one street east of State Route 0252 and between Evans Blvd and Evergreen Ave. The school is surrounded by residential and business districts. It appears that the surrounding neighborhoods currently use the local roadway system including School Lane, Evans Blvd, Maple Avenue and First and Second Avenue to traverse from their homes to the school. This area is a heavily trafficked area including pedestrian and vehicular traffic.

b) Purpose and objectives of the plan

The focus of this study is to provide a safe access route for students living in the nearby neighborhoods to walk to the Rose Tree Elementary School. The current sidewalk system is incomplete and does not provide a comprehensive access route to the School, which causes the students and parents to traverse the road cartways in order to access the Schools property.

c) Overview of the study area

The focus of this study is the following roadways located in Upper Providence Township:

- Evergreen Avenue (50-ft Right-of-Way)
- School Lane (40-ft Right-of-Way)
- Evans Boulevard (50-ft Right-of-Way)
- Maple Avenue (50-ft Right-of-Way)
- First Avenue (40-ft Right-of-Way)
- Second Avenue (40-ft Right-of-Way)

II. Existing Conditions

This section of the plan identifies the current state of sidewalks in the area under consideration, including their width, condition, and level of accessibility. This inventory provides a baseline for future improvements.

a) Inventory of Existing Sidewalks

The existing sidewalk system will be described in relation to the adjacent Roadway.

- Evergreen Avenue:
 - Rosetree Crossing Apartments currently has a sidewalk system terminating at the Schools northern property line.
- School Lane:
 - North Side:
 - It appears that most pedestrian traffic that traverses along School Lane from Providence Road uses a five-foot shoulder marked with a white edge pavement marking.
 - South Side:
 - Approximately 50 LF of sidewalk (not a complete accessible route)
- Evans Boulevard:
 - North Side:
 - Sidewalk along school property between Frist Avenue and Terminus of Evans Boulevard.
 - South Side:
 - No existing sidewalk
- Maple Avenue:
 - North Side:
 - No existing sidewalk
 - South Side:
 - Approximately 100 LF of sidewalk (not a complete accessible route)
- First Avenue: (Between School Lane & Terminus near Maple Ave)
 - North Side:
 - Sidewalk along School Frontage between School Lane and Evans Boulevard. Approximately 180 LF of intermittent sidewalk located along various properties (not a complete accessible route)
 - South Side:
 - 4-foot sidewalk connecting Sandy Bank Road & Maple Avenue
- Second Avenue:
 - North Side:
 - No existing sidewalk
 - South Side:
 - Approximately 220 LF of sidewalk beginning at Sandy Bank Road (not a complete accessible route)

b) Pedestrian Traffic Analysis

This section analyzes pedestrian traffic patterns in the area, including foot traffic volumes, peak times, and the locations of potential pedestrian destinations, such as schools, public transportation stops, and shopping centers.

The main source of pedestrian traffic thorough out the study area are students arriving and exiting Rose Tree Elementary School during the AM and PM peak times. Business traffic using SR 0252 does not appear to use these roads for regular access.

c) **Assessment of the terrain and environmental conditions**

The existing topography is relatively flat and a favorable area to connect intermittent sidewalk.

d) **Identification of any existing sidewalk deficiencies or safety concerns**

The existing sidewalk appears to be in fair condition. The existing sidewalk currently is not compliant with current ADA regulations and therefore would need to be upgraded accordingly to assure and adequate accessible route exists. All intersections and mid-block crossings shall be upgraded with ADA compliant curb ramps and detectable warning surfaces. The existing sidewalks would need to be repaired/replaced where any surface elevation difference is greater than a $\frac{1}{4}$ inch.

III. Stakeholder Engagement

This section outlines how stakeholders, such as community members, business owners, and local officials, will be engaged in the process of developing the sidewalk feasibility plan.

a) **Engagement with local community members, including pedestrians, cyclists, and motorists**

The local neighborhoods and business should be made aware of the plan to receive public comments prior to acquiring funding.

b) **Consultation with local government officials and other key stakeholders**

The school executives should provide any input to the plan prior to acquiring funding.

c) **Review of existing local policies and regulations related to sidewalk construction and maintenance.**

The maintenance of the future and existing sidewalk should be established prior to construction.

IV. Sidewalk Design Options

This section explores design options for new sidewalks or improvements to existing ones. It includes considerations such as sidewalk width, material, and the addition of amenities such as benches, trash cans, and streetlights.

a) **Review of potential sidewalk designs and materials**

- Option 1: Create the shortest accessible route from Sandy Bank Road to the School.
- Option 2: Create an accessible route while maximizing the current existing sidewalk.
- Option 3: Create sidewalk along all available roadways within the study area. The choice of which side of the street was based on the location of the existing sidewalk system and the number of properties directly impacted by the potential construction of sidewalk

b) **Assessment of potential costs and funding sources**

The cost estimate for all three options has been attached. The following programs have been identified as potential funding sources for the sidewalk improvement project:

- PennDOT Discretionary Multimodal Transportation Funding (MTF)
 - The program is intended to provide financial assistance to municipalities, councils of governments, businesses, economic development organizations, public transportation agencies, rail/freight, and ports in order to improve transportation assets in order to enhance communities, pedestrian safety and transit revitalization.
- Department of Community & Economic Development (DCED) Multimodal Transportation Fund (MTF)
 - The Multimodal Transportation Fund provides grants to encourage economic development and ensure that a safe and reliable system of transportation is available to the residents of the commonwealth.
- Congestion Mitigation and Air Quality (CMAQ) Program
 - The CMAQ Program provides funding for projects and programs in air quality nonattainment and maintenance areas for ozone, carbon monoxide (CO), and particulate matter (PM10, PM2.5) that reduce transportation related emissions.
- Municipal Liquid Fuels Funding
 - Eligible activities may include:
 - Street Lighting
 - Curb Ramps
 - Curbs associated with drainage

V. Cost Analysis

This section provides an estimate of the costs associated with constructing or improving sidewalks, including materials, labor, and ongoing maintenance expenses. The following is

a summary of the Total Cost associated with each option. For a more detailed breakdown of costs please refer to exhibit no. 2.

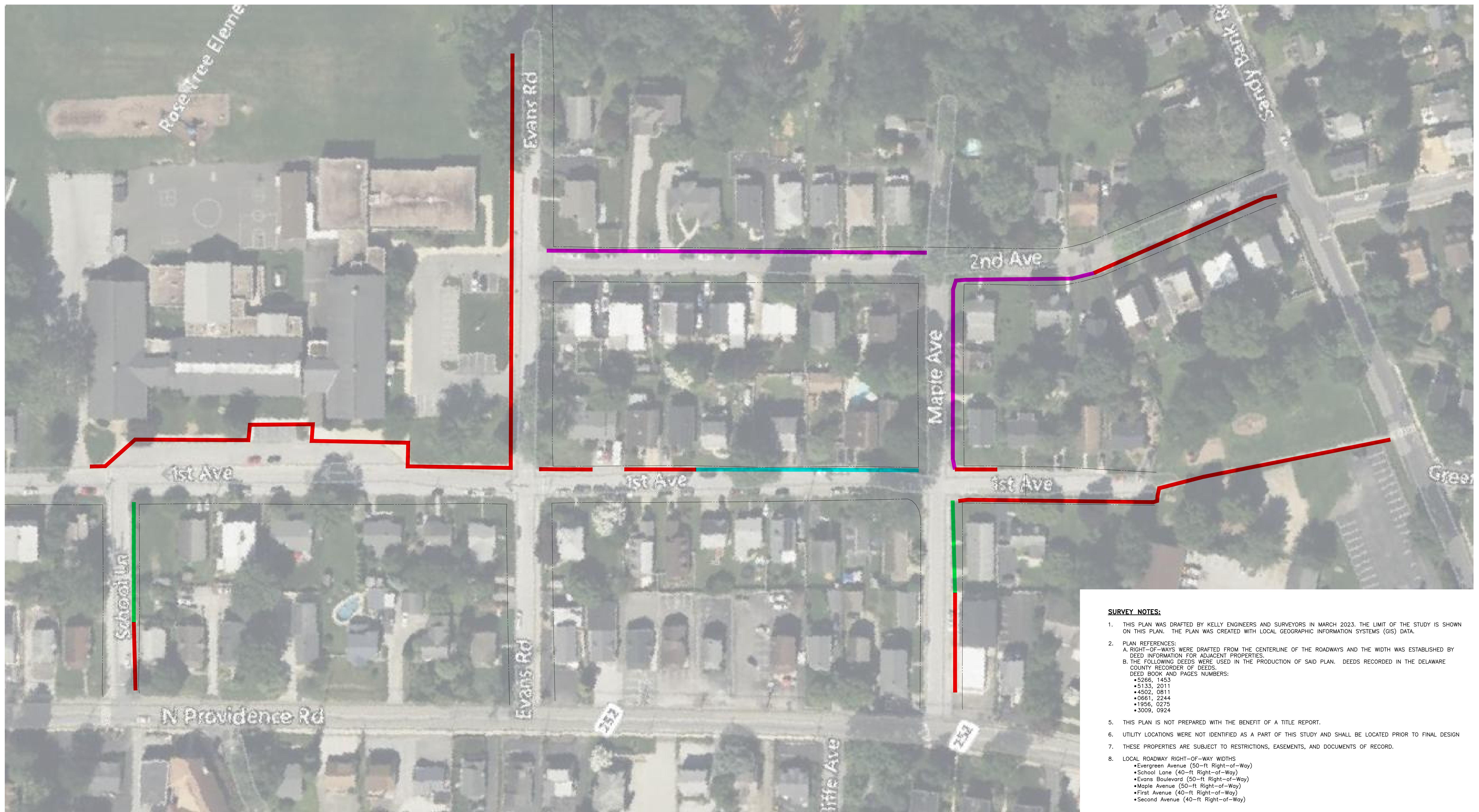
Option	Cost
1	\$132,700
2	\$187,400
3	\$338,700

VI. Conclusion & Recommendations

The purpose of this sidewalk feasibility plan is to determine if constructing or improving sidewalks is feasible, considering factors such as funding, local regulations, community support, and potential impacts on the environment and surrounding neighborhoods. While taking in all the aforementioned considerations and factors we have provided the following conclusions and recommendations regarding sidewalk improvements to the Rose Tree Elementary School Area.

- a) Identification of the preferred option for sidewalk construction or improvement
We have chosen to review the aforementioned options in order to outline a range of improvements and the associated costs with each. The three options listed in this report are not to be thought of as the only options however they are listed in order to help choose a preferred route.
- b) Outline of recommended implementation plan, including timelines and budget estimates
Upon selection of an option we will provide an estimated schedule to acquire funding through grant agencies, final design and construction.
- c) Identification of any potential follow-up activities, such as ongoing maintenance and monitoring
As previously mentioned, it is highly recommended to receive input from the public, local business and the School prior to finalizing an option selection.
- d) Summary of the findings and recommendations
The options listed in this report have been recommended in a way as to provide a possible sequence in order to eventually create a comprehensive sidewalk network thorough out the study area. Additionally, it should be noted that Maple Avenue and North Providence Road has just been improved with a Pedestrian Flashing Warning Device and will benefit from the addition of nearby sidewalk.
- e) Final thoughts and next steps
This feasibility study can be refined upon additional comment from the Township and the public.

Exhibit 1 – Sidewalk Plan



QUANTITY	SIDEWALK LOCATION
250-LF OF PROPOSED SIDEWALK	
250-LF OF PROPOSED SIDEWALK	
800-LF OF PROPOSED SIDEWALK	

LEGEND

LEGEND	
DESCRIPTION	LINE/SYMBOL
EXISTING SIDEWALK	Red solid line
EXISTING RIGHT-OF-WAY LINE	Dash-dot line
PROPOSED SIDEWALK IMPROVEMENTS	
OPTION #1 (REFER TO REPORT)	Cyan solid line
OPTION #2 (REFER TO REPORT)	Green solid line
OPTION #3 (REFER TO REPORT)	Magenta solid line

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**UPPER PROVIDENCE TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA**

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

Exhibit 2 – Cost Estimate



2023 SIDEWALK FEASIBILITY STUDY
Upper Providence Township
Rose Tree Elementary School Area

EXHIBIT 2

PROJECT NO:

MUNICIPALITY: Upper Providence Township

DATE: March 3, 2023

CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT
I. OPTION 1: Sidewalk along First Avenue				
1 Sidewalk	SY	140	\$250.00	\$35,000.00
2 Curb	LF	250	\$150.00	\$37,500.00
3 ADA Ramps	EA	1	\$3,000.00	\$3,000.00
4 Pavement Restoration	LS	1	\$4,200.00	\$4,200.00
5 Erosion Control & Stabilization	LS	1	\$2,500.00	\$2,500.00
Option No. 1 Subtotal				\$82,200.00
II. OPTION 2: Sidewalk along School Lane, Maple Avenue & First Avenue				
1 Sidewalk	SY	280	\$200.00	\$56,000.00
2 Curb	LF	500	\$100.00	\$50,000.00
3 ADA Ramps	EA	3	\$2,500.00	\$7,500.00
4 Pavement Restoration	LS	1	\$8,400.00	\$8,400.00
5 Erosion Control & Stabilization	LS	1	\$15,000.00	\$15,000.00
Option No. 2 Subtotal				\$136,900.00
III. OPTION 3: Sidewalk along School Lane, Maple, Avenue, First Avenue & Second Avenue				
1 Sidewalk	SY	730	\$150.00	\$109,500.00
2 Curb	LF	1,300	\$90.00	\$117,000.00
3 ADA Ramps	EA	8	\$2,500.00	\$20,000.00
4 Pavement Restoration	LS	1	\$21,700.00	\$21,700.00
5 Erosion Control & Stabilization	LS	1	\$20,000.00	\$20,000.00
Option No. 3 Subtotal				\$288,200.00
IV. MISCELLANEOUS (Items associated with all options)				
23 Repair Existing Sidewalk (ADA upgrades)	LS	1	\$15,000.00	\$15,000.00
24 Contingencies	LS	1	\$10,000.00	\$10,000.00
25 Engineering (Design & Construction Inspection)	LS	1	\$20,000.00	\$20,000.00
26 Mobilization	LS	1	\$2,500.00	\$2,500.00
27 Maintenance and Protection of Traffic	LS	1	\$3,000.00	\$3,000.00
Miscellaneous Items Subtotal				\$50,500.00
Total Costs (Including Miscellaneous Items)				
Option 1 Project Total				\$132,700.00
Option 2 Project Total				\$187,400.00
Option 3 Project Total				\$338,700.00

Appendix A: Relevant Deed Information

Prepared by and Return to:
Horizon Abstract Company, Inc.
333 W. Baltimore Avenue
Media, PA., 19063
HAC 8122F
UPI#: 35-00-01908-00

RD BK05266-1453

DT-DEED

2013008331 01/31/2013 09:24:19 AM:1

RCO FEE: \$84.50 POL SUB TAX: \$5,400.00 ST TAX: \$2,700.00



DELAWARE
COUNTY

35-UPPER PROV \$5,400.00

THOMAS J. JUDGE SR. ROD

**This Indenture, Made the 29th day of
January 2013,**
BETWEEN:

**LINDA LORRAINE MOSES AND DIANA M. BARAG, EXECUTRICES OF THE
ESTATE OF CARMELLA KOESTEL, AKA CARMELLA M. KOESTEL,
DECEASED**

(hereinafter called the Grantor), of the one part, AND

546 ROSEMARY CIRCLE LLC, a PA limited liability company
(hereinafter called the Grantee), of the other part

Witnesseth, that the said Grantor as aforesaid for and in consideration of the sum of **TWO HUNDRED SEVENTY THOUSAND DOLLARS AND 00/100 (\$270,000.00)** lawful money of the United States of America, unto them well and truly paid by the Grantee, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath 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, in fee.

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, hereditaments and appurtenances, situate in Upper Providence Township, County of Delaware and State of Pennsylvania, bounded and described according to a subdivision plan of property of Carmella Koestel made by G.D. Houtman & Son, Inc., Civil Engineers - Land Surveyors Land Planner, dated February 4, 2002, last revised December 6, 2002 and recorded in Plan Volume 23 page 413 as follows, to wit:

BEGINNING at a point on the Northeasterly side of Second Avenue, (40 feet wide), a corner of

Lot No. 2 as shown on said plan; thence extending from said beginning point along line of Lot No.2, aforesaid the 5 following courses and distances; (1) North 70 degrees 49 minutes 00 seconds East 44.72 feet to a point, (2) North 83 degrees 04 minutes 30 seconds East 47.60 feet to a point, (3) South 71 degrees 56 minutes 00 seconds East 48.70 feet to a point, (4) North 70 degrees 49 minutes 00 seconds East 34.70 feet to a point and (5) South 19 degrees 11 minutes 00 seconds East 45.42 feet to a point in line of lands now or late of Christian Saddler as shown on said plan; thence extending along same, South 70 degrees 49 minutes 00 seconds West 164.70 feet to a point on the Northeasterly side of Second Avenue (40 feet wide), aforesaid; thence extending along same North 19 degrees 11 minutes 00 seconds West 85 feet to a point a corner of Lot No. 2, aforesaid, the first above mentioned point and place of beginning.

BEING Lot No. 1 as shown on said Plan.

Tax ID / Parcel No. 35-00-01908-00

Being part of the same premises which Harold L. Byers and Clara M. Byers, his wife, by Deed dated 5/11/1962 and recorded 5/17/1962 in Delaware County in Deed Book 2101 page 272 conveyed unto George Koestel and Carmella Koestel, husband and wife as tenants by the entirety, in fee.

Being part of the same premises which Commissioners of the County of Delaware by Deed dated 11/23/1964 and recorded 2/10/1965 in Delaware County in Deed Book 2199 page 772 conveyed unto George Koestel and Carmella Koestel, husband and wife, in fee.

Being part of the same premises which Commissioners of the County of Delaware by Deed dated 11/23/1964 and recorded 2/10/1965 in Delaware County in Deed Book 2199 page 776 conveyed unto George Koestel and Carmella Koestel, husband and wife, in fee.

Being part of the same premises which Commissioners of the County of Delaware by Deed dated 11/23/1964 and recorded 2/10/1964 in Delaware County in Deed Book 2198 page 778 conveyed unto George Koestel and Carmella Koestel, husband and wife, in fee.

Being part of the same premises which Commissioners of the County of Delaware by Deed dated 11/23/1964 and recorded 2/10/1964 in Delaware County in Deed Book 2198 page 780 conveyed unto George Koestel and Carmella Koestel, husband and wife, in fee.

And the said George Koestel died 4/24/1989.

And the said Carmella Koestel A/K/A Carmella M. Koestel died on 6/25/2012 leaving a Will probated and registered at Delaware County as Will No. 2312-2345, wherein she appointed Linda Lorraine Moses and Diana M Barag as Executrices, to whom Letters Testamentary were granted on 8/1/2012.

Together with all and singular the buildings, and improvements thereon erected ways, waters, water-courses, driveways, rights, liberties, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of said **CARMELLA KOESTEL, AKA CARMELLA M. KOESTEL, deceased** at and immediately before the time of her decease, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

Prepared by and Return to:

Bryn Mawr Abstract, Inc.
10 Campus Blvd
Newtown Square, PA 19073
(610) 355-8107
File No. 12-2948 .1
UPI # 35-00-00498-00

RD BK05133-2011

2012037637 06/19/2012 01:31:41 PM:3

RCD FEE: \$84.50

DT-DEED



DELAWARE
COUNTY

35-UPPER PROV \$0.00

THOMAS J. JUDGE SR. ROD

This Indenture, made the 8th day of June, 2012

Between

JO YU CHU

(hereinafter called the Grantor), of the one part, and

JO YU CHU AND HUEI CHUAN CHU

(hereinafter called the Grantees), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of **One Dollars 00/100 (\$1.00)** lawful money of the United States of America, unto him well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, as tenants by the entirety

ALL THOSE TWO CERTAIN lots or pieces of ground.

SITUATE in the Township of Upper Providence, County of Delaware and Commonwealth of Pennsylvania and described according to a Plan of Media Annex, which said Plan is recorded in the Office of the Recorder of Deeds &c., in and for the County of Delaware aforesaid, in Plan Case 2 Page 15, as follows:

SITUATE on the Northeasterly side of First Street (40 feet wide) at the distance of 80 feet measured South 19 degrees 11 minutes East along same from its intersection with the Southeasterly side of Evans Boulevard (50 feet wide).

CONTAINING in front or breadth on the said side of First Street 40 feet and extending of that width in length or depth Northeastwardly between parallel lines at right angles to First Street, 100 feet.

BEING known as Lots Nos. 15 and 16, Section "J" on said plan.

FOLIO NO. 35-00-00498-00

BEING the same premises which Andrew W. Granger and Alicia P. Granger, by Deed dated 01-03-07 and recorded 01-16-07 in the Office of the Recorder of Deeds in and for

the County of Delaware in Record Book 4005 Page 1072, granted and conveyed unto Jo Yu Chu.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of him, the said grantor, as well at law as in equity, of, in and to the same.

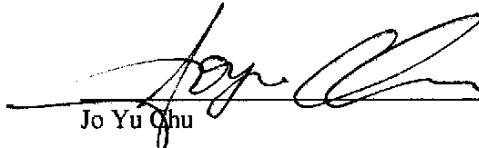
To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

And the said Grantor, for herself and her heirs, executors and administrators, does, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that he, the said Grantor, and her heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against him, the said Grantor, and her heirs, and against all and every other person and persons whosoever lawfully claiming or to claim the same or any part thereof, shall and will

Warrant and Forever Defend.

In Witness Whereof, the party of the first part has hereunto set her hand and seal. Dated the day and year first above written.

**Sealed and Delivered
in the Presence of Us:**

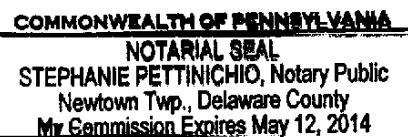
 {SEAL}
Jo Yu Chu

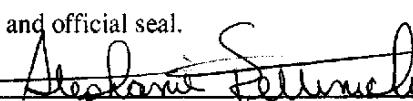
Commonwealth of Pennsylvania } ss
County of Delaware

8th June 2012

On this, the day of , before me, the undersigned Notary Public, personally appeared Jo Yu Chu AND Huei Chuan Chu , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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





Notary Public
My commission expires 5/12/14

Prepared by and Return to: ✓

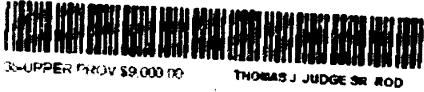
PENNSYLVANIA LAND TRANSFER
24 EAST FRONT STREET
MEDIA, PA 19063

836176
15406-PLT

Parcel ID No. 35-00-01396-00

RD BK04502-0811
2009011409 03/04/2009 12:53:49 PM 1
RCO-FEE: \$89.00 POF SUB TAX: \$9,000.00 ST TAX: \$6,000.00

DT-DEED



DELAWARE
COUNTY

THOMAS J. JUDGE SR. ROD

This Indenture, made the 1st day of March, 2009

Between

EBE W. HELM, III, ADMINISTRATOR OF THE ESTATE OF DEAN HELM A/K/A DEAN T. HELM, DECEASED

(hereinafter called the Grantor), of the one part, and

ROSE TREE FIRE COMPANY NO 1

(hereinafter called the Grantee), of the other part.

Witnesseth that the said Grantor for and in consideration of the sum of Six hundred thousand (\$600,000.00) Dollars lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, 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

ALL THOSE FIVE CERTAIN lots or pieces of ground with the buildings and improvements thereon erected, SITUATE in the Township of Upper Providence, County of Delaware and State of Pennsylvania, being Lots Nos. 1, 2, 3, 4, and 5 of Block "F" as shown on a Plan of Media Annex, made by James Cresson, Civil Engineers of Norristown, Pennsylvania, and recorded in the Office of the Recorder of Deeds &c., in and for the County of Delaware on July 14, 1923 in Plan Case No. 2 page 15, and described according thereto as follows:

SITUATE at the intersection of the Northeasterly side of Providence Road with the Northwesterly side of Evergreen Avenue (50 feet wide).

CONTAINING in front or breadth on the Northeasterly side of Providence Road measured North 19 degrees, 11 minutes West 100 feet and extending of that width in length or depth Northeastwardly between parallel lines at right angles to Providence Road the Southeasterly line thereof being along the Northwesterly side of Evergreen Avenue, 125 feet.

BLKNG Fldg No. 35-00-01396-00. PREMISES: 1305 Providence Road.

BEING the same premises which Dean Helm, Executor Under the Will of E. Walter Helm, deceased, by Indenture dated 2-27-84 and recorded 2-28-84 in the Office of the Recorder of Deeds in and for the County of Delaware in Volume 140 page 277, granted and conveyed unto Dean Helm, in fee.

AND THE SAID Dean Helm A/K/A Dean T. Helm departed this life on 2-21-04, intestate; and Letters of Administration on the Estate of Dean Helm A/K/A Dean T. Helm were granted to Lee W. Helm, II by the Register of Wills of Delaware County on 3-12-04, Administration No. 23-04-0597.

Together with all and singular the buildings, improvements, ways, waters, water-courses, driveways, rights, liberties, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground described, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantor covenants, promises and agrees, to and with the said Grantee, its successors and assigns, by these presents, that it, the said Grantor, has not done, committed, or knowingly or wiltingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

In Witness Whereof, the undersigned Grantor has hereunto set his hand and seal on the day and date first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

Galvin

By

Lee W. Helm & Administrator
LEE W. HELM, III, ADMINISTRATOR OF
THE ESTATE OF DEAN HELM A/K/A
DEAN T. HELM, DECESSED

(SEAL)

(2)

For Simple/Trustee's Deed

C 936-592 MEDIA
COMMONWEALTH LAND
TITLE INSURANCE COMPANY

Folio # 35-00-00487-00

This Indenture Made this 8th day of March 1989

Between **DELAWARE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

(hereinafter called the Grantor).

B, C, C & C (a PA Limited Partnership)

(hereinafter called the Grantee).

Witnesseth That the said Grantor for and in consideration of the sum of **ONE DOLLARS (\$1.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN lot or piece of ground together with the buildings and improvements thereon erected, Situate in the Township of Upper Providence, County of Delaware, Commonwealth of Pennsylvania, bounded and described in accordance with a Plan thereof made for Dr. Allan Soffer and Dr. James Ventura by G. D. Houtman & Son, Civil Engineers and Land Surveyors, Media, Pa. dated 1-10-1972 revised 6-11-1974 as follows, to wit:

BEGINNING at a pipe set in a corner marked by the intersection of the Southeasterly side of Evergreen Avenue (50 feet wide) and the Northeasterly side of First Avenue (unimproved) (40 feet wide), which point is measured North 70 degrees 49 minutes East, 265 feet from a point marking the intersection of the Southeasterly side of Evergreen Avenue and the Northeasterly side of Providence Road (40 feet wide); thence extending from said beginning point along the Southeasterly side of Evergreen Avenue North 70 degrees 49 minutes East 100 feet to a point, a corner of this and lands now or late of Theodore E. Dolbow; thence extending along the same South 19 degrees 11 minutes East 100 feet to a point, a corner of this and lands now or late of Hugh F. and Mary Jane Mullin; thence extending along the same South 70 degrees 49 minutes West, 100 feet to a point on the Northeasterly side of First Avenue, aforesaid; thence extending along the same North 19 degrees 11 minutes West, 100 feet to a point marking the intersection of the Northeasterly side of First Avenue and the Southeasterly side of Evergreen Avenue.

Folio #35-00-00487-00.

BEING the same premises which James F. Ventura and Alan Soffer by Deed dated March 12, and recorded in 1980 County, in Deed Book 2734 Page 283 conveyed unto Delaware County Industrial Development Authority.

VOL0661 PG2244

Ex. Simple Trustee's Deed

D256998

35-00-00446-00
TRENT LAND TRAIL CO
431 W. 2d Lancaster,
Lanc., PA 19333

This Indenture made this 17 day of November 1990

Between

HELEN HUNTER

(hereinafter called the Grantor),

MARY T. AUSTIN

(hereinafter called the Grantee)

COMMONWEALTH LAND
TITLE INSURANCE COMPANY

Witnesseth that the said Grantor for and in consideration of the sum of
One Hundred Thirty Thousand and 00/100 (\$130,000.00)

dollars lawful money of the United States of America, unto the Grantee well and truly paid by
the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby
acknowledged, has granted, bargained and sold, released and confirmed, and by these presents
does grant, bargain and sell, release and confirm unto the said Grantee, his/her heirs and
assigns,

File # D256998

Please See Exhibit "A" Attached For Legal Description

RECORDED DEEDS
DEPT. OF REC'D. PA.

091567

1990 DEC -1 PM 3:12



RECORDED
1990 DEC -1 PM 3:12

161956 160274

ATTACHED TO AND FORMING A PART OF TITLE INSURANCE COMMITMENT
Order No.: D256998DC

DESCRIPTION and RECITAL

D256998DC

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the Township of Upper Providence, County of Delaware and Commonwealth of Pennsylvania and described according to a Plan of Media Annex made by James Cresson, which Plan is recorded in the Office of the Recorder of Deeds in and for the County aforesaid in Plan Case No. 2 page 15, as follows:-

BEGINNING at a point the intersection of the Southwesterly side of First Street (40 feet wide) with the Southeasterly side of Evans Boulevard (30 feet wide); thence extending from said beginning point and along the southwesterly side of First Street South 19 degrees 11 minutes East 40 feet to a point and extending of that width in length or depth Southwesterly between parallel lines at right angles to First Street, the Northwesterly line thereof being along the said side of Evans Boulevard 100 feet.

BEING Lots Nos. 21 and 22 Section B, on said Plan.

BEING Folio No. 35-00-00460-00.

BEING the same premises which Joseph C. Hall and Anna M. Hall, his wife by Deed dated January 6, 1956 and recorded in Delaware County, in Deed Book 1746 page 440 conveyed unto Alvin Emerson Hunter and Helen Hunter, his wife, as tenants by the entirety.

AND the said Alvin Emerson Hunter has since departed this life. cr, 13-30/1777

4 170° 2
4 170° 2
4 170° 2

EXHIBIT "A"

1956 R 0275

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits therefrom, and all the estate right, title, interest, property claim and demand whatsoever of the said grantor, as well at law as in equity, of, in, and to the same

To have and to hold the said lot or piece of ground above described with the buildings and improvements thereon erected hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee, his/her heirs and assigns, to and for the only proper use and behoof of the said grantee, his/her heirs and assigns forever.

And the said Grantor for her/him/them self selves, his/her heirs, executors, administrators does by these presents, covenant, grant and agree, to and with the said Grantee, his/her heirs and Assigns, that he/she the said Grantor all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be with the Appurtenances unto the said Grantee, his/her heirs and Assigns, against he/she the said Grantor and against all and every Person or Persons whomever lawfully claiming to or to claim the same or any part thereof, by from, or under him/her/them or any of them, shall and will WARRANT and forever DEFEND

OR

the said

do covenant, promise and agree, to and with the said and assigns, by these presents, that the said has/have not done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate, or otherwise howsoever.

In Witness Whereof, the said Grantor has/have caused these presents to be duly executed dated the day and year first above written

Sealed and Delivered
IN THE PRESENCE OF US

Heleen Hunter
HEELEN HUNTER



This Indenture made the 9th day of November
in the year of our Lord Two Thousand and three (2003)

Between Samuel H. Smith, trustee of the Samuel H. Smith
Revocable Living Trust hereinafter called the Grantor

And

Craig A. Smith hereinafter called the Grantee

Of the other part. Witnesseth that the said Grantor for and in consideration of
the sum of One Dollar

(\$ 1.00)
lawful money of the United States of America, unto him well and truly paid by
the said Grantee has at and before the sealing and delivery of these presents.
the receipt of which is hereby acknowledged. 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 and
his heirs assigns

All those four certain lots or pieces of ground with the buildings thereon situate in
Upper Providence Township, Delaware County, Pennsylvania, being lots 12, 13, 14, and
15 of Block K Media Annex, as shown on a plan made by James Cresson, Civil Engineer
of Norristown, Pennsylvania, and filed on record at the Delaware County Recorder of
Deeds in Plan Case 2 Page 15, and described as follows, to wit:

Lots 13 and 14: beginning at a point formed by the intersection of the
southwesterly side of Second Street (forty feet wide) and the southeasterly side of Maple
Avenue (fifty feet wide); thence extending from said beginning point along the said side
of Second Street, South nineteen degrees eleven minutes East forty feet to a point; thence
extending South seventy degrees forty nine minutes West one hundred feet to a point;
thence extending North nineteen degrees eleven minutes West forty feet to a point on the
southeasterly side of Maple Avenue, aforesaid; thence extending along the same North

seventy degrees forty nine minutes East one hundred feet to the first mentioned point and place of beginning.

Lots 14 and 15: beginning on the southwesterly side of Second Street at the distance of forty feet measured South nineteen degrees eleven minutes East along the said side of Second Street from its intersection with the southeasterly side of Maple Avenue:

Containing in front or breadth on the southwesterly side of Second Street, measured South nineteen degrees eleven minutes East, forty feet (each lot fronting twenty feet), and extending of that width in length or depth, measured South seventy degrees forty nine minutes West between parallel lines at right angles to the said Second Street one hundred feet.

Being the same premises as to lots 12 and 13

which Samuel H. Smith, by deed dated August 9, 1999 and recorded August 16, 1999 in Delaware County Volume 1916 Page 2240, granted and conveyed unto Samuel H. Smith, trustee of the Samuel H. Smith Revocable Living Trust, in fee.

And as to lots 14 and 15:

which Samuel H. Smith, by deed dated August 9, 1999 and recorded August 16, 1999 in Delaware County Volume 1916 Page 2243, granted and conveyed unto Samuel H. Smith, trustee of the Samuel H. Smith Revocable Living Trust, in fee

TP: 35-00-01940-00 and 35-00-01941-00

This is an exempt transfer from the trustee of an ordinary trust to an exempt donee, his son.

Together with all and singular the buildings, improvements, way, waters, watercourses, driveways, rights, liberties, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest property, claim and demand whatsoever of him, the said grantor, in law, equity, and otherwise, howsoever, of, in, and to the same and every part thereof.