

OPEN SPACE AGREEMENT

THIS AGREEMENT, made this 25th day of October, 1999, by and between the TOWNSHIP of EAST NORRITON ("ENT") and the TOWNSHIP of WEST NORRITON ("WNT"), both of Montgomery County, Pennsylvania.

Basis of Agreement

- A. A tract of land commonly known as the VanLandingham Tract (the "Tract") is located within East Norriton and West Norriton Townships.
- B. In order to preserve the property as permanent open space, WNT and ENT each desire to acquire that portion of the Tract located within their respective municipalities.
- C. In order to assist ENT is acquiring that portion of the Tract located in ENT, WNT will allow any unused portion of its allocation of funds available to WNT under Round One of the Montgomery County Open Space Reservation Plan to be allocated to ENT, as ENT does not have sufficient remaining allocation in order to acquire the portion of the Tract located in ENT.
- D. WNT also wishes to insure access to that portion of the Tract located in WNT by assuring access to the WNT land through ENT.
- E. ENT and WNT wish to enter into this Agreement for the purpose of cooperating in the acquisition of two adjoining parcels of land which will owned by each of the municipalities which are located in their respective municipalities. A legal description of the land located in ENT is attached hereto and made a part of as Exhibit "A" (the "ENT Property"). A legal description of the property located in WNT is attached hereto and made a part of as Exhibit "B" (the "WNT Property").
- F. ENT and WNT wish to encourage the preservation of open space in their respective municipalities and to that effect, each of them is participating in the Montgomery County Open Space Preservation Plan, in accordance with the Montgomery County Open Space Ordinance (Ordinance 93-3, enacted on October 28, 1993 by the County Commissioners of Montgomery County.)
- G. ENT has agreed to purchase the ENT Property and WNT has agreed to purchase the WNT Property from their common owner. ENT and WNT wish to develop and maintain the ENT Property and the WNT Property independently of each other, but in such a fashion as may maximize the benefit to both municipalities.

H. The ENT Property and WNT Property are each to be purchased in part with funds provided by the County of Montgomery in accordance with Montgomery County Open Space Ordinance, as described above.

NOW THEREFORE, in consideration of mutual covenants and promises contained herein, the parties hereto, agree to as follows:

1. ENT shall grant one or more access easements, which shall be incorporated in the deed filed of record, to WNT, for that portion of the park located in ENT so and shall keep its parcel open to the residents of WNT as well as to residents of ENT.
2. WNT agrees to grant one or more access easements to ENT, which shall be incorporated in the deed filed of record, for that portion of the park located in WNT, grant access its parcel to residents of ENT as well as the residents of WNT.
3. ENT and WNT shall each grant to each other municipality an access easement to their respective properties in order that each municipality may maintain and develop their respective properties using access through the adjoining municipality.
4. ENT and WNT agree that they shall not erect any barriers or fences along the dividing line between the two parcels to the greatest extent possible. There shall not be physical barriers delineating the separate parcels.
5. ENT and WNT agree that at some point in time in the future, each shall create a separate plan for their use of the parcels located in their prospective township. Both entities agree to interact with each other in developing their plans and notify the other municipality of their intentions and desires with regard to the parcels located in their respective municipalities. Each municipality shall pay for the costs of developing the respective parcels within their own municipality.
6. Each municipality agrees that it shall maintain its portion of the parcel at its own expense. Nothing within the agreement shall prohibit ENT and WNT from agreeing to jointly maintain the park as a single parcel or to contract maintenance of their parcels to a third party. However, this Agreement shall impose no requirement on either municipality to enter into such an agreement.
7. ENT and WNT shall each maintain in ^{face} such liability insurance as their respective insurance consultants find necessary on their respective portions of the property.
8. Each municipality shall notify of any rules that it creates regarding future use, rules of administration of their respective parcels of the park. Both municipalities will encourage their respective staffs to work with the adjoining municipality in creating programs of interest to the citizens of both communities. Nothing in this paragraph shall be

interpreted as to require any obligation on the part of the other municipality to provide programs for the benefit of the resident of the other municipality.

9. Both municipalities shall take into account the plans of the other for development of their portion of the project in working to maximize the preservation of active and passive open space and the minimization of tree destruction or removal of natural fields in order to preserve both areas as much as reasonably appropriate for their respective parcels of the property.

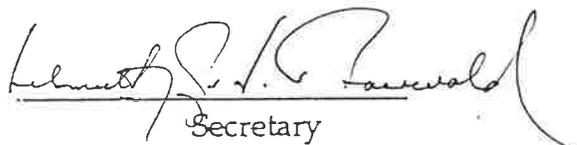
10. The respective park and recreation department of both ENT and WNT shall agree to attempt to work in such a fashion as to cooperate with each other in providing beneficial uses of the parcels of both municipalities.

11. Both municipalities acknowledge and agree that the property was purchased with funds provided by Montgomery County in accordance with the Montgomery County Open Space Ordinance (Ordinance 93-3) enacted on October 28, 1993, and shall be maintained as open space in accordance with the Montgomery County Open Space Program. No change of use, transfer ownership, or sale of this property shall occur without written consent of the County of Montgomery, Pennsylvania. The parties hereto agree that this shall be a covenant running with the land and shall otherwise be binding upon each of them and shall be enforceable only by Montgomery County.

IN WITNESS WHEREOF, the parties hereto, intend to be legally bound hereby set their hands and seals the day and year first above written.

Attest

EAST NORRITON TOWNSHIP

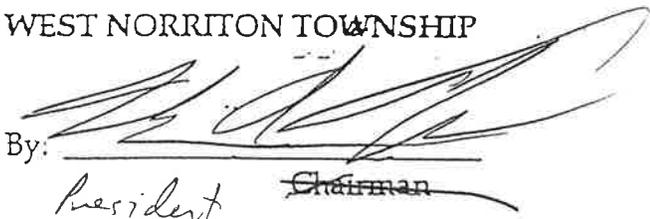

Secretary

By: 
Chairman

Attest

WEST NORRITON TOWNSHIP


Assy. Secretary

By: 
President Chairman

On this, the 25th day of October, 1999, before me, the undersigned officer, personally appeared Joseph C. Ronca

who acknowledged (himself) (~~herself~~) (~~themselves~~) to be the Chairman of East Norriton Township, and that (he) (~~she~~) (~~they~~) as such Chairman being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Joseph C. Ronca by (himself) (~~herself~~) (~~themselves~~) as Chairman.

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

Eileen M. Hutchinson
Notary Public



On this, the 25th day of October, 1999, before me, the undersigned officer, personally appeared Marrico Trocelliti

who acknowledged (himself) (~~herself~~) (~~themselves~~) to be the Chairman of West Norita Township and that (he) (~~she~~) (~~they~~) as such Chair being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Marrico Trocelliti by (himself) (~~herself~~) (~~themselves~~) as Chairman.

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

Ellen A. Hutchinson
Notary Public