UPPER DUBLIN TOWNSHIP RESOLUTIONS

No.	Date	Description
15-2200	08/11/15	Approve Resolution Endorsing the Montgomery County Planning Commission's *Turnpike Corridor Reinvestment Project* Report
15-2201	08/11/15	Approve Resolution Authorizing Entry by Upper Dublin Township Onto Properties
15-2202	08/11/15	Approve Resolution for Traffic Signal Changes at Limekiln Pike and Dillon Road/Meetinghouse Road
15-2203	09/08/15	Approve Resolution for Private Sewer Extension 10 Morris Road, Wissahickon Valley Watershed Association
15-2204	09/08/15	Approve Resolution for Authority to Sign Multimodal Fund Agreements
15-2205	10/13/15	Approve Resolution to Accept Deeds of Dedication of LSOP 3 PA 1, LLC for Various Public Improvements Regarding the Development of 1100 Virginia Drive
15-2206	10/13/15	Approve Resolution for Traffic Signal Changes at Susquehanna Road and Spark Drive
15-2207	10/13/15	Approve Resolution for Requesting Reinstatement of State Funding for Recycling
15-2208	11/10/15	Approve Resolution for PennDOT Five Year Winter Traffic Services Agreement
15-2209	12/08/15	Resolution to establish 2016 Budget
15-2210	12/08/15	Resolution for Grant Application to PennDOT's Multimodal Transportation Fund for Transportation Improvements in the Fort Washington Office Park, Cross County Trail and Road Diet-Mid-Section
15-2211	12/08/15	Resolution Authorizing Transportation Alternatives Program Federal-Aid Reimbursement Agreement for the Fort Washington Office Park, Cross County Trail and Road Diet
15-2212	12/08/15	Resolution for Traffic Signal Changes at Welsh Road and Twining Road
16-2213	02/09/16	Approve Resolution for the Preliminary/Final Land Development Plan for Lifetime Fitness at 375 Commerce Drive

16-2214	02/09/16	Approve Resolution for the Preliminary/Final Subdivision Plan for the Washington Manor Development (Piszek) 1901 Pennsylvania Avenue
16-2215	02/09/16	Proclaim April 29, 2016 as Arbor Day
16-2216	02/09/16	Authorize Disposition of Public Records
16-2217	02/09/16	Approve Resolution to Participate in Intermunicipal Collaboration for a Wissahickon Creek Watershed Alternative Plan to EPA's Total Phosphorous Total Maximum Daily Load (TMDL)
16-2218	03/08/16	Authorize Investment Grade Energy Audit in Accordance with the DVRPC Regional Street Lighting Procurement Program
16-2219	03/08/16	Approve Updated Emergency Management Plan
16-2220	03/08/16	Declare Intent to Vacate Harrington Road
16-2221	04/12/16	Ratification of Montgomery County's Revised Municipal Waste Management Plan
16-2222	04/12/16	Approve Delaware Valley Regional Planning Commission's Transportation & Community Development Initiative (TCDI) Grant Program Application
16-2223	04/12/16	Approve PA Department of Conservation and Natural Resources C2P2 Grant for Additional Funds Towards the Commerce Drive Road Diet & Trail
16-2224	04/12/16	Grant Signatory Authority for Execution of PennDOT Multimodal Transportation Fund Grant
16-2225	04/12/16	Request an Amendment the Sterling Act to Require That Up to One Percent of Philadelphia Wage Tax Paid by Non-Residents of Philadelphia be Remitted to the Municipality in Which the Taxpayer Resides
16-2226	04/12/16	Approve School Warning System Changes at Maple Glen Elementary School on Limekiln Pike
16-2227	04/12/16	Approve Resolution for a Montgomery County, MontCo 2040 Implementation Grant
16-2228	05/10/16	Congratulating Montgomery County Public Works Association on its 50th Anniversary
16-2229	05/10/16	Authorize Designation of Agent for Disaster Relief Winter Storm Jonas

16-2230	05/10/16	Authorizing Survey by Upper Dublin Township of Properties for Sanitary Sewer Extension
16-2231	06/14/16	Tax Exempt Bond Issue for the Montessori School through the Hatfield Township Industrial Development Authority
16-2232	06/14/16	Grant Signatory Authority for Execution of PennDOT 2015 Green-Light-Go Grant for Susquehanna Road Traffic Signal Upgrade Project
16-2233	06/14/16	Grant Signatory Authority for Execution of PennDOT 2015 Green-Light-Go Grant for Pennsylvania Avenue Adaptive Signal Control System Project
16-2234	06/14/16	Grant Signatory Authority for Execution of PennDOT 2015 Green-Light-Go Grant for Limekiln Pike/Dillon Road/Meetinghouse Road Project
16-2235	08/09/16	Authorize Refinancing of 2011 and 2013 Bonds
16-2236	08/09/16	Approve Grant Application for Multimodal Transportation Grant for Improvements in Ft. Washington Office Park, Cross County Train and Road Diet-Mid-Section for $3,000.000
16-2237	08/09/16	Approve Inspection Services for TAP Virginia Drive Road Diet and Trail Project
16-2238	08/09/16	Grant Signatory Authority for Execution of Trail Easement and Temporary Construction Easement for CHAC parcels for TAP Virginia Drive Road Diet and Trail Project
16-2239	08/09/16	Accept the Transportation and Community Development Initiative Grant from Delaware Valley Regional Planning Commission in amount of $75,000 to Create a Transportation Demand Management Plan for Fort Washington Office Park
16-2240	09/13/16	Resolution authorizing Acquisition of Property Interests Through Eminent Domain for Bauman Sewer Project - 1350 Hanover Place, Maple Glen and 1501 Lexington Drive, Dresher
16-2241	10/10/16	Endorse and Approve Amendment No. 10 to the Civil Service Rules and Regulations
16-2242	11/09/16	Approve with Conditions the Preliminary/Final Land Development Plan for North Hills Manor

16-2243	11/22/16	Accept the Investment Grade Audit of an LED Streetlight Replacement Program
16-2244	12/14/16	Resolution to establish 2017 Budget
17-2245	01/10/17	Signatory Authority for the PennDOT application for Revisions to the Traffic Signal on Virginia Drive at 1100 Virginia Drive's Western Access as part of the Pine Run Bridges Construction Project
17-2246	01/10/17	Approve Resolution for Application for Fees for Inspections and Engineering
17-2247	02/14/17	Approve Preliminary Subdivision and Land Development Plan for BT Dreshertown with Conditions
17-2248	02/14/17	Approve Land Development Waiver Request from Lulu Country Club for Reconstruction of the Clubhouse
17-2249	02/14/17	Proclaim April 28, 2017 as Arbor Day
17-2250	03/14/17	Support Construction of 500 Miles of Circuit Trails in the Region by 2025
17-2251	03/28/17	Traffic Signal Changes under the Green Light Go Program
17-2252	03/28/17	Support Grant Application to Pennsylvania DCNR for Cross County Trail & Road Diet along Delaware Avenue, the Middle Section Project for $500,000
17-2253	04/18/17	Approve General Banking Services
17-2254	05/09/17	Anti-Gerrymandering
17-2255	05/09/17	Endorse and Approve Amendment No. 11 to the Civil Service Rules and Regulations
17-2256	05/09/17	Approve Grant Application to DCED for a CFA Multimodal Transportation Fund Grant for the Fort Washington Cross County Trail & Road Diet-Mid-Section in the amount of $1.325Million
17-2257	06/13/17	Authorize Application and Signatory Authority for New Pedestrian Rapid Flashing Beacon at Mattison Estates
17-2258	06/13/17	Certify Completion of Twining Valley Land Use Feasibility Study to Close Out Project Grant

17-2259	07/11/17	Preliminary Approval for the Promenade Land Development with Conditions (Readopted on 08/08/2017)
17-2260	08/08/17	Granting Signatory Authority for the PennDOT 2016 Green Light Go Welsh Road Corridor Project Grant Agreement
17-2261	08/08/17	Granting Authorization to Submit the Application for Traffic Signal Approval to Add No Turn On Red Signs to Butler Pike and Morris Road Intersection
17-2262	09/12/17	Condemning Racism
17-2263	09/12/17	Accept Dedication of 0.64 Acres at 554 Pinetown Road
17-2264	09/12/17	Authorize Purchase of 520 Virginia Drive
17-2265	11/14/17	Approve Transfer Liquor License for Bella Napoli, LLC
17-2266	11/14/17	Preliminary Land Development Subdivision Approval for the Development known as the Ruddy Tract with Conditions
17-2267	12/12/17	Resolution to Establish 2018 Budget
17-2268	12/12/17	Resolution to Approve UD #17-02: Dresher Care preliminary/final land development for Alzheimer's Care facility with conditions.
17-2269	12/12/17	Resolution to approve UD # 17-08: Cure PA, preliminary land development for a medical marijuana dispensary at 475 Pennsylvania Avenue with conditions
18-2270	01/09/18	Resolution Authorizing Signatory Authority for PennDOT Grant
18-2271	02/13/18	Resolution to Commit to Full Construction of Fort Washington Cross County Trail & Road Diet Project per PennDOT MTF grant in Phases
18-2272	02/13/18	Resolution to Proclaim April 27, 2018 as Arbor Day
18-2273	03/13/18	Resolution to Approve Preliminary and Final Land Development Plans for the Mattison Estate
18-2274	03/13/18	Resolution to Approve Final Land Development Plans of Promenade with Conditions
18-2275	03/13/18	Resolution to Approve Final Subdivision and Land Development Plans for BT Dreshertown

18-2276	03/13/18	Resolution Proclaiming April 2018 as Pennsylvania 811 Safe Digging Month
18-2277	03/13/18	Resolution supporting the Township's application for a PECO Green Region Program Grant – Robbins Park Greenhouse
18-2278	03/13/18	Resolution to Commit Local Match Funding for SPARK Drive Critical Connection MontCo 2040 Grant
18-2279	04/10/18	Resolution Recognizing EMS week
18-2280	04/10/18	Resolution for Signatory Authority to Submit and Execute a PA DCNR Grant for Camphill Road Trail Connection to Cross County Trail Project
18-2281	04/10/18	Resolution supporting the Township's application for a Keystone Recreation, Park and Conservation Fund Grant for Public Library Facilities in the amount of $750,000
18-2282	05/08/18	Resolution for Signatory Authority to Submit and Execute a Delaware Valley Regional Planning Commission Transportation & Community Development Initiative (TCDI) Grant Program Application
18-2283	05/08/18	Resolution for Signatory Authority to Submit and Execute a Greenways, Trails and Recreation Program (GTRP) grant of $250,000 from the Commonwealth Financing Authority for the Fort Washington Cross County Trail & Road Diet Mid-Section
18-2284	05/08/18	Resolution to Enter into a Planning Assistance Contract for Montgomery County Planning Commission Planning Services
18-2285	06/12/18	Resolution for Signatory Authority for the PennDOT 2016 TASA Grant in the amount of $750,000 for the Fort Washington Cross County Trail Final Segment project and for the PennDOT 2017 TASA Grant in the amount of $750,000 for the Limekiln Pike Multimodal Safety Initiative project
18-2286	06/12/18	Resolution to Accept the Transportation Demand Management Plan for the Fort Washington Office Park
18-2287	06/12/18	Resolution to Approve Additional Fee for Inspections and Engineering
18-2288	06/12/18	Resolution for Signatory Authority for the Keystone Recreation, Park and Conservation Fund Library Grant in the amount of $750,000.00 for Repurposing 520 Virginia Drive for the New Location of the Library

18-2289	07/10/18	Resolution for Preliminary Subdivision Plan Approval for 122 Jackson Avenue with conditions
18-2290	07/10/18	Resolution Adopting 2017 Montgomery County Hazard Mitigation Plan
18-2291	07/10/18	Resolution in Support of House Bill 705 “Pennsylvania Safe Drinking Water Act”
18-2292A	07/10/18	Resolution for Traffic Signal Changes through the PennDOT Green Light Go Program for Limekiln Pike, Dillon Road, and Meetinghouse Road
18-2292B	07/10/18	Resolution for Traffic Signal Changes through the PennDOT Green Light Go Program for Susquehanna Road, Pinetown Road, and Broad Street
18-2292C	07/10/18	Resolution for Traffic Signal Changes through the PennDOT Green Light Go Program for Susquehanna Road and Route 309 off-ramp at Lincoln Drive
18-2292D	07/10/18	Resolution for Traffic Signal Changes for Welsh Road and Dreshertown Road for the Promenade Development
18-2292E	07/10/18	Resolution for Traffic Signal Changes for Welsh Road and Sycamore Street/Site Access for the Promenade Development
18-2292F	07/10/18	Resolution for Traffic Signal Changes for Welsh Road and Dryden Road for the Promenade Development
18-2292G	07/10/18	Resolution for Traffic Signal Changes for Welsh Road and Computer Avenue/Prudential Access East for the Promenade Development
18-2293	08/14/18	Resolution to Establish Historic Easements for Mattison Estate
18-2294	08/14/18	Resolution Denying Land Development Application U.D. No. 17-08 submitted by Cure LLC and Bay LLC for the commercial development known as Bay LLC Dispensary Site
18-2295	08/14/18	Resolution Authorizing Issuance of Individual Procurement Cards
18-2296	08/14/18	Resolution for Signatory Authority to Submit and Execute a Pennsylvania DCED Keystone Grant of $250,000 for Repurposing 520 Virginia Drive

18-2297	08/14/18	Resolution for Signatory Authority to Submit and Execute a Grant from the Montgomery County Transportation Program of $200,000.00 to be used for the Welsh Road (PA 63) Corridor Fiber Optic and Signal Upgrade project
18-2298	08/14/18	Resolution for Amendment to the Rules and Regulations for the Civil Service Commission
18-2299	08/14/18	Resolution for Traffic Signal Changes through the PennDOT Green Light Go Program for the Intersection at Susquehanna Road and Butler Pike

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISIONERS

RESOLUTION NO. 15-2200

ENDORSING THE *TURNPIKE CORRIDOR REINVESTMENT PROJECT* REPORT

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, that

WHEREAS, the *Upper Dublin Comprehensive Plan*, adopted November 9, 2010, identifies redevelopment of the Fort Washington Office Park as a state-of-the-art mixed-use "green" employment center, recognizes that the office park is aging and prone to flooding, and recommends east-bound access from the Pennsylvania Turnpike to the office park, and

WHEREAS, Montgomery County's new comprehensive plan, *Montco 2040: A Shared Vision*, adopted on January 15, 2015, recommends transformative development in existing business parks, new and expanded businesses in employment centers, improved transportation access to employers, and more on-and-off alternatives for the Pennsylvania Turnpike; and

WHEREAS, Upper Dublin Township has more than 12,000 jobs and the Pennsylvania Turnpike provides critical access to the Township's business parks and employment centers; and

WHEREAS, the Fort Washington Office Park was first developed decades ago and is now ready for new investment; and

WHEREAS, Upper Dublin Township has prepared a strategic plan for the Fort Washington Office Park, has adopted new mixed-use zoning for the office park that would move development out of the floodplain, has built two new flood retarding structures to control flooding, has created an economic development committee, and is working with local, regional, and state partners to improve transportation and other infrastructure; and

WHEREAS, because the Pennsylvania Turnpike was designed as an inter-city highway with limited interchanges, but is now used as a regional commuter highway, more interchanges are needed to meet today's mobility demands; and

WHEREAS, transportation access is critical to economic development and is responsible for the creation of many of Upper Dublin's employment centers and their continued reinvestment; and

WHEREAS, the Upper Dublin Township Commissioners demonstrated their commitment to improving Turnpike access into their business campuses by passing a resolution on June 9, 2015 (15-2196) authorizing the Township to pursue grant funds to design and construct a direct connection from the Fort Washington interchange to Commerce Drive; and

WHEREAS, Upper Dublin Township acknowledges the importance of completing the Virginia Drive interchange to allow full access to the Pennsylvania Turnpike as part of a strategy to pursue new investment in the Fort Washington Office Park; and

WHEREAS, the Montgomery County Planning Commission, the authors of the *Turnpike Corridor Reinvestment Project*, worked closely with local, regional, and state partners, including Upper Dublin Township, to formulate recommendations for land use changes and new and improved interchanges within Upper Dublin Township and Montgomery County.

NOW THEREFORE BE IT RESOLVED, that the Upper Dublin Township Board of Commissioners hereby endorses the *Turnpike Corridor Reinvestment Project* report, dated 2015, and its 106 pages of text, maps, charts, and recommendations as official municipal policy.

RESOLVED, this 11th day of August, 2015.

ATTEST:

Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: Ira S. Tackel, President

RESOLUTION

No. 15-2201

RESOLUTION AUTHORIZING THE ENTRY BY THE TOWNSHIP OF UPPER DUBLIN ONTO PROPERTIES ON LEXINGTON DRIVE, DILLON ROAD, AND HANOVER PLACE, UPPER DUBLIN TOWNSHIP, COUNTY OF MONTGOMERY, FOR THE PURPOSE OF MAKING STUDIES, SURVEYS, TESTS, SOUNDINGS AND APPRAISALS PRIOR TO CONDEMNATION

WHEREAS, Upper Dublin Township is empowered by the Eminent Domain Code, § 309 (26 Pa.C.S.A. §309) to enter upon any land or improvement in order to make studies, surveys, tests, soundings and appraisals prior to condemnation; and

WHEREAS, the properties at 1505 Lexington Drive, parcel number 540009948142 assessed in the name of Michael C Jr & Loretta H Pancione, and 1509 Lexington Drive, parcel number 540009948123 assessed in the name of Eric M & Janet F Lynn, and 1537 Dillon Road, parcel number 540004714002 assessed in the name of Francis A & Mary E Mitsch, and 1360 Hanover Place, parcel number 540007741008 assessed in the name of Martin J & Jane R Eustace (the "Subject Properties"); and

WHEREAS, properties adjacent to the Subject Properties are in need of public access and utility, access to which can be gained through the Subject Properties; and

WHEREAS, the Township has determined that it must enter upon the Subject Properties in order to make studies, surveys, tests, soundings and appraisals prior to any condemnation of such properties.

NOW, THEREFORE, the Board of Commissioners of Upper Dublin Township hereby resolves that:

Section 1. The Township, its employees and agents are authorized to enter upon the Subject Properties in order to make studies, surveys, tests, soundings and appraisals so that the Board of Commissioners can thereafter determine whether to exercise its powers of eminent domain.

Section 2. The Township shall give no less than 10 days notice of its entry on the Subject Properties by certified mail to the Property Owners at the address registered with the Board of Assessment.

Section 3. The exercise of this right of entry by the Township shall not constitute a condemnation nor be interpreted as a notice of intent to acquire the Subject Properties, or any rights therein.

RESOLVED, this 11th day of August, 2015.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: _____
Ira S. Tackel, President
Board of Commissioners

Attest:

_____
Paul A. Leonard, Secretary/Township Manager

RESOLUTION NO: 15-2202

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)

(Signature and designation of official title)
Paul A. Leonard, Secretary

By: (Signature and designation of official title)
Ira S. Tackel, President

I, Ira S. Tackel, President
(Name) (Official Title)

of the Board of Commissioners of Upper Dublin Township, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 11th day of August, 2015.
(Name of governing body)

DATE: August 11, 2015

(Signature and designation of official title)
Ira S. Tackel, President

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania DEPARTMENT OF TRANSPORTATION

Sheet 1 of 5
DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue Fort Washington, PA 19034

Municipal Phone Number : (215) 643-1600 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday-Friday 8:00AM-5:00PM

B - Application Description

Location (*intersection*) : N. Limekiln Pike (S.R. 0152) and Dillon Road/Meetinghouse Road

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 64-2172

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☐ YES ☒ NO **System Number (*if applicable*) :**

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Installation of two pedestrian crossings with ADA compliant push buttons and curb ramps, countdown pedestrian signal heads, and painted crosswalks. Installation of pedestal and vehicular signal head for northbound Limekiln Pike left turning vehicles.

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Jerry Smith **Company/Organization :** Upper Dublin Township

Phone # : 215-643-1600 **Alternative Phone # :** **E-mail :**

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☐ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☒ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☐ Capacity Analysis	☐ Other :
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	
☐ Traffic Signal Study	☐ Condition Diagram	

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard Date : 8/11/2015

Signed By : Witness or Attest : Debra Kitta

Title of Signatory : Township Manager Title of Witness or Attester: Manager's Office Administrator

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Exhibit "A":

Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:
Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:
Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS	TYPE OF REPAIR PERMITTED
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency of Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency of Final
Signal heads	Final Only
EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Exhibit "B":
Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

TE-160 (6-12)

Application Instructions

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.
Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.
Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*Intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(*Permit Number*): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)
Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications
Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.
School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*if applicable*):** line.

Explain the proposed Improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.
Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO. 15-2203

RESOLUTION TO AUTHORIZE A REVISION TO UPPER DUBLIN TOWNSHIP'S OFFICIAL SEWAGE FACILITIES PLAN

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, that:

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations of the Pennsylvania Department of Environmental Protection ("PA DEP") codified at Title 25, Chapter 71 of the Pennsylvania Code, require the Township to adopt an Official Sewage Facilities Plan for the provision of adequate sewage systems and to revise said plan from time to time as may be necessary; and

WHEREAS, the Township has received a planning module, titled ""Sewage Facilities Planning Module for Minor Act 537 Update Revision," dated September 1, 2015, which proposes the connection of the Wissahickon Valley Watershed Association's headquarters located at 12 Morris Road, Ambler, Pennsylvania 19002 (Tax parcel 54-00-12076-00-2) and the adjacent Stewart residence located at 10 Morris Road, Ambler, Pennsylvania 19002 (Tax parcel 54-00-12079-00-8) to the Lower Gwynedd sewer system with treatment ultimately by Ambler Borough; and

WHEREAS, the Township has reviewed the said planning module and plan and has found it adequate for the expected wastewater disposal and management needs of the properties identified; and

WHEREAS, the Township has received a Declaration of Covenants, Easements and Restrictions Regarding the Use of a Grinder Pump, dated September 1, 2015, executed by the Wissahickon Valley Watershed Association and recorded with the Montgomery County Recorder of Deeds, conforming to the requirements of Chapter 192 of the Township Code; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby adopt and authorize the submission to PA DEP for its approval as a revision to the "Official Plan" of the Township, the "Sewage Facilities Planning Module for Minor Act 537 Update Revision", as attached, for the Wissahickon Valley Watershed Association and the adjacent Stewart property. The Township assures the PA DEP of the complete and timely implementation of the said plan as required by law, Section 5 of the Pennsylvania Sewage Facilities Act, as amended.

ADOPTED this 8th day of September, 2015.

ATTEST:

Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

Ira S. Tackel, President

3800-FM-BPNPSM0353m 1/2013
Form

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

Code No.

SEWAGE FACILITIES PLANNING MODULE FOR MINOR ACT 537 UPDATE REVISION

Component 3m. Municipal or Authority Sponsored Minor Sewage Collection Project

(Return completed module package to appropriate municipality)

DEP USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH ID #

This document provides a simplified planning format for municipalities and municipal authorities proposing the construction of a sewer extension primarily serving existing development. Typically, this format would be used for projects involving the extension of sewer service to no more than 100 equivalent dwelling units (EDUs) and where the majority of the project serves existing development. For projects where more than 50 percent of the proposed customers will result from new land development, a Component 3 Sewage Facilities Planning Module would typically be used. For larger projects or if the project would involve the construction or modification of a wastewater treatment facility, then a general Act 537 Update Revision, meeting all of the requirements of Title 25 Pennsylvania Code, Chapter 71 § 71.21, is appropriate.

DEP staff will make a final determination as to the appropriate type of planning for a given project based on the review of a plan of study. Eligibility for a grant to offset the cost of planning will be determined by DEP staff based upon review of a *Task/Activity Report* (3800-FM-BPNPSM0005). The project sponsor submits both documents. **DO NOT** use this form without coordinating with your local DEP staff. Refer to the instructions.

This planning document, along with any other documents specified in the cover letter, must be completed and submitted to the municipality with jurisdiction over the project site for review and approval. All required documentation must be attached for the Sewage Facilities Planning Module to be complete. Refer to the instructions for help in completing this component.

A. PROJECT INFORMATION (See Section A of instructions)

1. Project Name

   Wissahickon Valley Watershed Association (WVWA)

2. Brief Project Description

   Connection of the WVWA headquarters to public sewer along with one adjoing residence.

B. CLIENT (MUNICIPALITY) INFORMATION (See Section B of instructions)

Municipality Name	County	City	Boro	Twp
Upper Dublin Township	Montgomery	☐	☐	☒

Municipality Contact - Last Name	First Name	MI	Suffix	Title
Leonard	Paul			Township Manager

Additional Individual - Last Name	First Name	MI	Suffix	Title

Municipality Mailing Address Line 1	Mailing Address Line 2
801 Lock Ash Ave.	

Address Last Line - City	State	ZIP+4
Fort Washington	PA	19034

Phone + Ext.	FAX (optional)	Email (optional)
215-643-1600 X 3219		pleonard@upperdublin.net

C. SITE INFORMATION (See Section C of instructions)

Site Name				
Wissahickon Valley Watershed Association				
Site Location Line 1		Site Location Line 2		
12 Morris Rd.				
Site Location Last Line - City	State	ZIP+4	Latitude	Longitude
Ambler	PA	19002	40.146684	75.225862

Detailed Written Directions to Site
From Ambler, west on West Butler Pike 0.43 miles, Left on Morris Road 0.32 miles to site on left

Description of Site
The site contains a restored barn repourposed as the headquaters for the WVWA.

Site Contact - Last Name	First Name	MI	Suffix	Phone	Ext.
Maranda	Dennis			215-646-8866	

Site Contact Title	Site Contact Firm (if none, leave blank)
Director	
FAX	Email

Mailing Address Line 1	Mailing Address Line 2	
12 Morris Rd.		
Mailing Address Last Line – City	State	ZIP+4
Ambler	PA	19002

D. PROJECT CONSULTANT INFORMATION (See Section D of instructions)

Last Name	First Name	MI	Suffix
Weaver	Gary		P.E.

Title	Consulting Firm Name
Project Manager	Castle Valley Consultants, Inc

Mailing Address Line 1	Mailing Address Line 2		
10 Beulah Rd.			
Address Last Line - City	State	ZIP+4	Country
New Britain	PA	18901	USA
Email	Phone	Ext.	FAX
gary@casval.com	2153488257	116	

E. AVAILABILITY OF DRINKING WATER SUPPLY (See Section E of instructions)

The project will be provided with drinking water from the following source: (Check appropriate box)

☐ Individual wells or cisterns.

☐ A proposed public water supply.

☒ An existing public water supply.

If existing public water supply is to be used, provide the name of the water company and attach documentation from the water company stating that it will serve the project.

Name of water company: Borough of Ambler Water Department

F. PROJECT NARRATIVE (See Section F of instructions)

☒ A narrative has been prepared as described in Section E of the instructions and is attached.

The applicant may choose to include additional information beyond that required by Section E of the instructions.

☐ G. SEWAGE DISPOSAL NEEDS IDENTIFICATION (See Section G of instructions)

Conduct sanitary and water supply surveys per DEP's publication entitled *Sewage Disposal Needs Identification.* This is highly recommended for all projects. It is required if PENNVEST funding is to be sought for the project, or if required by DEP as indicated by the checked box opposite this item.

H. EXISTING WASTEWATER FACILITIES (See Section H of instructions)

1. **COLLECTION SYSTEM**

Provide requested information concerning the existing treatment facility.

a. Name of existing collection system NA

Clean Streams Law Permit Number _____

b. Name of interceptor Lower Gwynedd Township

Clean Streams Law Permit Number _____

2. **WASTEWATER TREATMENT FACILITY**

Provide requested information concerning the existing treatment facility.

Name of existing facility Ambler Borough

NPDES Permit Number for existing facility _____

I. PROPOSED WASTEWATER FACILITIES (See Section I of instructions)

1. Provide an estimate of the immediate and five year projected flow from the proposed sewer extension. Address the capacity for this flow in the existing conveyance and treatment facilities in terms of the most recent wasteload management annual report for these facilities.

2. **PLOT PLAN**

The following information is to be submitted on a plot plan or map of the proposed project that clearly reflects the relationship between the proposed facilities and the identified features.

a. Existing and proposed buildings.

b. Lot lines and lot sizes.

c. Adjacent lots.

d. Existing and proposed sewerage facilities.

e. Show tap-in or sewer extension to the point of connection to existing collection system.

f. Existing and proposed water supplies and surface water (wells, springs, ponds, streams, etc.)

g. Existing and proposed rights-of-way.

h. Existing and proposed streets, roadways, access roads, etc.

i. Any designated recreational or open space area

j. Wetlands - from National Wetland Inventory Mapping and USGS Hydric Soils Mapping.

k. Flood plains or Floodprone area soils, floodways, watercourses, water bodies (from Federal Flood Insurance Mapping)

l. Prime Agricultural Land.

m. Any other facilities (pipelines, power lines, etc.)

n. Orientation to north.

I. PROPOSED WASTEWATER FACILITIES (continued)

3. WETLAND PROTECTION

YES NO

a. ☒ ☐ Are there wetlands in the project area? If yes, indicate these areas on the plot plan as shown in the mapping or through on-site delineation.

b. ☐ ☒ Are there any construction activities (encroachments, or obstructions) proposed in, along, or through the wetlands? If yes, Identify any proposed encroachments on wetlands and identify whether a General Permit or a full encroachment permit will be required. If a full permit is required, address time and cost impacts on the project. Note that wetland encroachments should be avoided where feasible. Also note that a feasible alternative **MUST BE SELECTED** to an identified encroachment on an exceptional value wetland as defined in Chapter 105. Identify any project impacts on HQ or EV streams and address impacts of the permitting requirements of said encroachments on the project.

4. PRIMARY AGRICULTURAL LAND PROTECTION

a. ☐ ☒ Will your project involve the disturbance of any prime agricultural lands? If "yes" indicate any alternatives to this disturbance that were considered and the reasons they were not deemed feasible. Identify any primary or secondary impacts of the project on the Commonwealth's prime agricultural lands. Evaluate alternatives to avoid or mitigate undesirable impacts. The selected sewage facilities plan must be consistent with local measures in place to protect prime agricultural lands.

5. STORMWATER MANAGEMENT IMPACTS:

a. ☐ ☒ Will the project impact an area covered by a DEP approved County Stormwater Management Plan? If yes show that the proposed facilities are consistent with that plan.

6. PENNSYLVANIA NATURAL DIVERSITY INDEX (PNDI) CONSISTENCY:

Check one:

☐ The "Pennsylvania Natural Diversity Inventory (PNDI) Project Environmental Review Receipt" resulting from my search of the PNDI database and all supporting documentation from jurisdictional agencies (when necessary) is/are attached.

☒ A completed "Pennsylvania Natural Diversity Inventory (PNDI) Project Planning & Environmental Review Form," (PNDI Form) available at www.naturalheritage.state.pa.us , and all required supporting documentation is attached. I request DEP staff to complete the required PNDI search for my project. I realize that my planning module will be considered incomplete upon submission to the Department and that the DEP review will not begin, and that processing of my planning module will be delayed, until a "PNDI Project Environmental Review Receipt" and all supporting documentation from jurisdiction agencies (when necessary) is/are received by DEP.

Applicant or Consultant Initials _____

7. COMPREHENSIVE PLAN CONSISTENCY:

☒ A narrative and mapping to show that the proposed project is consistent with any comprehensive plan developed under the Pennsylvania Municipalities Planning Code (Act 247) is attached. Document that the proposed project is consistent with land use and all other requirements stated in the comprehensive plan.

8. COOPERATION WITH PA. HISTORICAL AND MUSEUM COMMISSION (PHMC):

☒ A copy of DEP's "Cultural Resource Notice" and map which were sent to the Commission and a copy of the Commission's response are attached. Note that the Commission may require archeological surveys if federal funds, including PENNVEST, will be used in the project. If PENNVEST funds are to be used, DEP cannot recommend the project to PENNVEST for consideration until any required surveys have been done and the project has been "cleared" by the Commission.

9. **ADDITIONAL REQUIREMENTS FOR PENNVEST PROJECTS:**

☐ A copy of the additional information is attached. If PENNVEST funding is to be sought for the project, address these additional items in terms of any project impacts and measures to avoid or mitigate same.

- Cost Effectiveness
- Air quality
- Floodplains
- Wild and scenic rivers
- Coastal zone management
- Socio-economic impacts
- Water supplies
- Other environmentally sensitive areas

J. ALTERNATIVE SEWAGE FACILITIES ANALYSIS (See Section J of instructions)

☒ An alternative sewage facilities analysis has been prepared as described in Section J of the instructions and is attached.

The applicant may choose to include additional information beyond that required by Section J of the instructions.

K. CHAPTER 94 CONSISTENCY DETERMINATION (See Section K of instructions)

☒ Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Chapter 94 of DEP's rules and regulations (relating to Municipal Wasteload Management). If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows 750 gpd

2. Total Sewage Flows to Facilities

   a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.

   b. Enter the present average and peak sewage flows for the critical sections of existing facilities.

   c. Enter the average and peak sewage flows projected for 5 years through the critical sections of existing facilities which includes existing, proposed, or future projects.

   To complete the table, refer to Section K of instructions.

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd)	
	Average	Peak	Average	Peak	Average	Peak
Collection						
Conveyance						
Treatment						

3. Collection and Conveyance Facilities

   The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table.

   This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system? ☐ Yes ☒ No

   a. If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved plan and schedule granting an allocation for this project. A letter granting allocations to this project under the plan and schedule must be attached to the module package.

b. If no, the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with Chapter 94 requirements and that this proposal will not affect this status.

c. Collection System

Name of Agency, Authority, Municipality NA

Name of Responsible Agent _____

Agent Signature _____

Date _____

d. Conveyance System

Name of Agency, Authority, Municipality Lower Gwynedd Township

Name of Responsible Agent Michael DeStefano, Public Works Director

Agent Signature _____

Date _____

K. CHAPTER 94 CONSISTENCY DETERMINATION (continued)

4. Treatment Facility

The questions below are to be answered by the facility permittee in coordination with the information in the table and the latest Chapter 94 report.

This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility? ☐ Yes ☒ No

a. If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved plan and schedule granting an allocation for this project. A letter granting allocations to this project under the plan and schedule must be attached to the planning module.

b. If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with Chapter 94 requirements and that this proposal will not impact this status

c. Name of Agency, Authority, Municipality Ambler Borough

Name of Responsible Agent _____

Agent Signature _____

Date _____

L. INSTITUTIONAL EVALUATION (See Section L of instructions)

☒ An institutional evaluation is attached. Identify the entity which will design, obtain necessary permits, construct, own and operate the proposed facilities. If a low pressure vacuum or effluent sewer are proposed, discuss purchase, installation, operation and maintenance responsibilities for the individual pumping, valves, tanks, etc.

M. PROJECT COST AND FUNDING ANALYSIS (See Section M of instructions)

☐ A detailed cost estimate and present worth analysis for the project is attached. Provide a financing plan for the project, identifying the funding source(s) and identifying estimated tap fees and user rates. For projects proposing the use of PENNVEST funds, see Section I. 9. **ADDITIONAL REQUIREMENTS FOR PENNVEST PROJECTS**. Complete the following table:

Cost and Funding Information (Estimated)	
COST	
Construction cost	$
Administrative, legal, engineering cost	$
Total project cost	$
Annual O/M cost	$
FUNDING	
Tap-in fees ($ per EDU X no. EDUs)	$
Proceeds from primary funding source	$
Proceeds from other funding sources	$
USER COSTS	
Initial user base	EDUs
Monthly debt service per EDU	$
Monthly O/M cost per EDU	$
Total estimated monthly user cost per EDU	$

N. PROJECT IMPLEMENTATION SCHEDULE (See Section N of instructions)

☒ A project implementation schedule showing milestone dates for submission of DEP permit applications, initiation and completion of construction and any other milestones significant to this particular project is attached to this component

O. PUBLIC NOTIFICATION REQUIREMENT (See Section O of instructions)

☐ Attached is a copy of the public notice. All comments received as a result of the notice are attached.

☐ Municipal response to these comments is attached.

☐ No comments were received. A copy of the public notice is attached.

☐ P. ADDITIONAL CHAPTER 71 PLANNING ELEMENTS (See Section P of instructions)

a. Additional planning elements are required by DEP.

- _____
- _____
- _____
- _____
- _____

Q. PLANNING AGENCY REVIEW (See Section Q of instructions)

☒ Local Planning Commission comments or Component 4a are attached.

☒ County, Area, Or Region Planning Commission comments or Component 4b are attached.

☒ County or Joint County Health Department comments (if appropriate) or Component 4c are attached.

R. RESOLUTION OF ADOPTION (See Section R of instructions)

☒ An **original**, **signed**, and **sealed** Resolution of Adoption is attached.

RESOLUTION NO. 15-2204

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby reference a Multimodal Transportation Fund (MTF) grant of $2,853,000.00 from the Pennsylvania Department of Transportation of the Commonwealth of Pennsylvania to be used for construction of the Fort Washington Cross County Trail & Road Diet Project.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Pennsylvania Department of Transportation to facilitate and assist in executing and administering the awarded grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held September 8, 2015 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 8th day of September, 2015.

Township of Upper Dublin
Name of Applicant

Board of Commissioners
Upper Dublin Township

By: _____
Ira S. Tackel, President

Montgomery
County

_____
Secretary, Paul A. Leonard

RESOLUTION NO. 15-2005

RESOLUTION TO ACCEPT DEEDS OF DEDICATION OF LSOP 3 PA 1, LLC. FOR VARIOUS PUBLIC IMPROVEMENTS ADJACENT TO AND IN CONJUNCTION WITH THE DEVELOPMENT OF 1100 VIRGINIA DRIVE

WHEREAS, the Board of Commissioners has heretofore approved a Development Plan (the "Plan") for 1100 Virginia Drive filed by or on behalf of LIBERTY PROPERTY LIMITED PARTNERSHIP, which Development Plan was prepared by Fore Site Land Services, Inc., June 13, 2006, with last revision dated October 23, 2006, with Improvement Construction Plans consisting of 25 drawings, which plans set forth the installation of a twenty-four foot wide Emergency Access Easement to Camp Hill Road, a six foot wide bituminous path for use as a public trail along Camp Hill Road, a Cross County Trail Easement, two storm sewer easements for Virginia Drive and two traffic signal easements, all as described in five separate Deeds of Dedication received from the developer; and

WHEREAS, LSOP 3 PA 1, LLC is the successor in interest of Liberty Property Limited Partnership with respect to the development of 1100 Virginia Drive; and

WHEREAS, the public improvements set forth on the Plan have been installed and the installation approved by the Township Engineer; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept these Deeds of Dedication so that the public improvements installed by the developer can hereafter be maintained for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deed of Dedication offered to the Township for the 24 foot wide Emergency Access Easement to Camp Hill Road more fully described as set forth on the Plan is hereby accepted.

2. The Deed of Dedication offered to the Township for the 6 foot wide bituminous path along Camp Hill Road more fully described as set forth on the Plan is hereby accepted.

3. The Deed of Dedication offered to the Township for the Cross County Trail Easement more fully described as set forth on the Plan is hereby accepted.

4. The Deed of Dedication offered to the Township for two storm water easements for Virginia Drive more fully described as set forth on the Plan is hereby accepted.

5. The Deed of Dedication offered to the Township for two traffic signal easements at Virginia Drive more fully described as set forth on the Plan is hereby accepted.

6. The proper officers of the Township are authorized to reference this Resolution in the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 13th day of October, 2015.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

BY: _____
Ira S. Tackel, President

ATTEST:

_____
Paul A. Leonard, Secretary/Township Manager

RESOLUTION NO: 15-2206

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Upper Dublin Township (Name of MUNICIPALITY), Montgomery County, and it

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY

By: (Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

I, IRA A. TACKEL (Name), PRESIDENT (Official Title)

of the Board of Commissioners of Upper Dublin Township (Name of governing body and MUNICIPALITY), do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners (Name of governing body), held the 13TH day of OCTOBER, 20 15.

DATE: OCTOBER 13, 2015

(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : 610-643-1600 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday - Thursday (8:00 AM - 5:00PM)

B - Application Description

Location (*intersection*) : Susquehanna Road (S.R. 2017) and Spark Drive

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 64-3700

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☒ YES ☐ NO **System Number (*if applicable*) :** I-0180

If YES, provide locations of all signalized intersections in system.

Susquehanna Rd and Spark Dr is part of a coordinated system (3 intersections) along Susquehanna Rd between Fort Washington Avenue and Lincoln Dr/Route 309 Ramp AA

Explain the proposed improvements :

The signal is revised to provide an advance left turn phase for the northbound approach of Susquehanna Road at Spark Drive. Video detection is proposed for the left turn detection.

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Jerry Smith **Company/Organization :** Upper Dublin Township

Phone # : 215-643-1600 **Alternative Phone # :** **E-mail :**

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☐ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☒ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☒ Capacity Analysis	☐ Other :
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	
☐ Traffic Signal Study	☐ Condition Diagram	

DEPARTMENT USE ONLY

County:

Engineering District:

Department Tracking #:

Initial Submission Date:

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name: Paul A. Leonard

Date: 10/13/2015

Signed By:

Witness or Attest:

Title of Signatory: Township Manager

Title of Witness or Attester: Manager's Office Admin

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "A":

Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:
Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:
Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS	TYPE OF REPAIR PERMITTED
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency of Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency of Final
Signal heads	Final Only
EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

Exhibit "B":
Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

DEPARTMENT USE ONLY

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and ma[illegible]nance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

TE-160 (6-12)

Application Instructions

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.
Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.
Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(*Permit Number*): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)
Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications
Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.
School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*if applicable*):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.
Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO. 15-2207

REQUEST FOR REINSTATEMENT OF STATE FUNDING FOR MUNICIPAL RECYCLING

WHEREAS, Pennsylvania enacted a law in 1988 that established municipal recycling programs be established by September of 1990. This is ACT 101 "Municipal Waste Planning, Recycling and Waste Reduction Act"; and

WHEREAS, Upper Dublin Township created and initially funded its integrated waste management program with State recycling grants; and

WHEREAS, funding for Act 101 grant programs has declined even while the costs to collect and transport recyclables have increased; and

WHEREAS, unfunded mandates create burdens upon this local government; and

WHEREAS, since Pennsylvania's enactment of Act 101 technologies, public behaviors, markets, capacity and composition of waste streams have changed. The result is a statute that no longer reflects the current state of waste management and recycling in Pennsylvania and will impede the ability of local governments to continue to carry this financial burden; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby request reinstatement of state funding for municipal recycling at 100% this 13th day of October 2015.

TOWNSHIP OF UPPER DUBLIN

By: _____
Ira S. Tackel, President

Attest: _____
Paul A. Leonard, Secretary

RESOLUTION NO. 15-2208

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)
of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the President of
(designate official title)

said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

ATTEST:

(Signature and designation of official title)
Jonathan Bleemer, Assistant Manager

Upper Dublin Township
(Name of MUNICIPALITY)

By: _____
(Signature and designation of official title)
Ira S. Tackel, President

I, Ira S. Tackel, President
(Name) (Official title)

of the Board of Commissioners of Upper Dublin Township, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 10th day of November, 2015.
(Name of governing body)

DATE: 11/10/2015

_____
(Signature and designation of official title)
Ira S. Tackel, President

NOTE: Signature on the Department signature page of this Agreement must conform with signature on this Resolution.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

WINTER TRAFFIC SERVICES 5 – YEAR

AGREEMENT NO 390037601
FID/SSN
SAP VENDOR No. 139085

THIS AGREEMENT, fully executed and approved this _____ day of _____, **20**__, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH").

AND Upper Dublin Township of the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("MUNICIPALITY").

WITNESSETH;

WHEREAS, certain public highways, including bridges with their approaches, in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389; all as supplemented and amended; and,

WHEREAS, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of **2015 - 2016; 2016 - 2017; 2017 - 2018; 2018 - 2019; and 2019-2020**. (the "Winter Season" for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct its winter traffic services in a manner satisfactory to the COMMONWEALTH, in order to facilitate the safe and unimpeded flow of vehicular traffic over said State Highways within the MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct the winter traffic services for and in the agreed amount during the term of this Agreement, regardless of the amount of work required.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises set forth below, with the intention of being legally bound, agree as follows:

1. The MUNICIPALITY shall undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for the State Highways, including bridges and their approaches, as indicated in Exhibit "A" attached to and made part of this Agreement. The MUNICIPALITY shall perform all work in accordance with all applicable PennDOT Specifications ("Publication 408"), policies and procedures set forth in the PennDOT Highway Maintenance Foreman Manual ("Publication 113") and the PennDOT Maintenance Manual ("Publication 23"), which all are incorporated by reference into this Agreement as though physically attached. This work shall be performed in a prompt and efficient manner so as to facilitate the safe and unimpeded flow of vehicular traffic over the State Highways within the MUNICIPALITY.

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile permit applications as needed during the term of this Agreement and obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.

3. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or the date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever comes later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved, except as set forth in Paragraph 6 below.

4. The COMMONWEALTH shall pay the MUNICIPALITY, as consideration for the services contracted for in this Agreement, the total sum of the MUNICIPALITY's eligible actual costs incurred in providing the services under this Agreement, consisting of the items set forth in Paragraph 5 below. As evidence of its actual costs, the MUNICPALITY shall submit to the COMMONWEALTH a completed Exhibit "E." The amount owed to the MUNICIPALITY shall be capped at the highest snow lane mile rate in the state for that winter season including the Severe Winter Adjustment.

5. Actual costs to the MUNICIPALITY that are eligible for payment shall consist of the following items: labor costs (consisting of salaries and employee overhead), equipment costs (rental costs), salt, salt brine and overhead. Any actual costs incurred by the MUNICIPALITY during the Winter Season shall be paid by the COMMONWEALTH in accordance with Paragraph 4 above.

6. In the event a winter emergency occurs that necessitates winter traffic services prior to the execution of this Agreement, the District Executive on behalf of the COMMONWEALTH may issue a written letter to the MUNICIPALITY finding that an emergency exists under Section 516 of the Procurement Code and authorizing the MUNICIPALITY to perform the services required by this Agreement subject to the terms and conditions of this Agreement. If the MUNICIPALITY receives an emergency winter traffic services letter from the District Executive prior to execution of this Agreement, because of the critical need to provide winter traffic services to assure public safety on the State Highway System, the COMMONWEALTH shall pay the MUNICIPALITY for any costs incurred to service State Highways as a result of the onset of winter weather emergency necessitating the provision of the services under this Agreement between the beginning of the Winter Season and full execution of this Agreement.

7. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. 8542(6)(b)(ii), relating to acts which may impose liability on local agencies.

8. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.

9. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Executive, and/or their duly authorized representatives.

10. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to payment for all eligible actual costs incurred by the MUNICIPALITY pursuant to this Agreement prior to the date of termination.

11. The COMMONWEALTH reserves the right to terminate this Agreement for convenience if it determined that termination is in the best interest of the COMMONWEALTH. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY, the MUNICIPALITY shall not be further obligated to perform, and the MUNICIPALITY shall be entitled to payment for all eligible actual costs incurred by the MUNICIPALITY pursuant to this Agreement up to the date when termination is effective.

12. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit "B" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

13. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit "C" and incorporated here by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions, the Provisions Concerning the Americans with Disabilities Act and the Contractor Responsibility Provisions.

14. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.

15. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:

    (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) and electronic addenda information, if desired to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.

    (b) The MUNICIPALITY must submit a completed Exhibit "E" with a unique identifying number. The unique number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the respective invoice or program.

    (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

16. The DEPARTMENT and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the MUNICIPALITY to the extent that they relate to the MUNICIPALITY's performance of this Agreement and the costs incurred by the MUNICIPALITY in providing services under it. The MUNICIPALITY shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

17. The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.

18. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before July 31st before the start of the following winter season.

19. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at www.dot.state.pa.us and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

11/10/2015
Title: Assistant Manager DATE

MUNICIPALITY

BY 11/10/2015
Title: PRESIDENT, BOARD OF COMMISSIONERS DATE

If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY_____
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

_____
for Chief Counsel Date

Certified Funds Available Under
SAP DOCUMENT NO. _____
SAP FUND _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT _____
BY_____
for Comptroller Operations Date

Contract No. _____, is split **0%**, expenditure amount of **0.00,** for federal funds and **100%**, expenditure amount of **$**_____ for state funds. The related federal assistance program name and number is **N/A**; **N/A**. The state assistance program name and SAP Fund is **Highway Maintenance**; **582**.

Preapproved Form: OGC No. 18-FA-_____
Appv'd OAG --/--/____

EXHIBIT "A"

Montgomery COUNTY
Upper Dublin Township MUNICIPALITY

AGREEMENT # 3900037601
YEAR 1 of 5 WINTER SEASON 2015-2016

SR	LOCAL NAME	DESCRIPTION	LINEAR MILES	MFC CLASS	RATE / LANE	SNOW LANE MILES	COST
63	Welsh Road	Tennis Avenue to Computer Avenue	4.10	B	1100	11.30	$12,430.00
63	Welsh Road	Jarrettown Road to Computer Avenue	1.00	B	1100	3.10	$3,410.00
152	Limekiln Pike	Chelsea Avenue to Welsh Road	4.70	C	1100	12.20	$13,420.00
152	Limekiln Pike	Divided portion of SR 152	0.10	C	1100	0.20	$220.00
2017	Susquehanna Road	Fitzwatertown Road to Tennis Avenue	4.00	C	1100	10.80	$11,880.00
2017	Susquehanna Road	Divided portion of SR 2017	0.20	C	1100	0.60	$660.00
2017	Susquehanna Road	SR 309 Interchange Area	0.20	C	1100	0.50	$550.00
2018	Bethlehem Pike	Pennsylvania Avenue to Tennis Avenue	2.00	C	1100	9.90	$10,890.00
2020	Tennis Avenue	Bethlehem Pike to Welsh Road	2.00	C	1100	4.00	$4,400.00
2021	Jenkintown Road	North Hills Ave. to Fitzwatertown Road	0.30	C	1100	1.00	$1,100.00
2022	Fort Washington Avenue	Bethlehem Pike to Limekiln Pike	2.50	C	1100	8.50	$9,350.00
2024	Dreshertown Road	Limekiln Pike to Welsh Road	1.60	C	1100	4.40	$4,840.00
2027	Pennsylvania Avenue	Chelsea Avenue to Oreland Mill Road	1.20	C	1100	3.10	$3,410.00
2028	Camphill Road	Pennsylvania Avenue to Limekiln Pike	1.80	C	1100	3.60	$3,960.00
2037	Pennsylvania Avenue	Pennsylvanie Avenue (SR 2017) to Fort Washington Avenue	0.50	C	1100	1.00	$1,100.00
2037	Pennsylvania Avenue	Pennsylvanie Avenue (SR 2017) to Fort Washington Avenue	0.50	C	1100	1.00	$1,100.00
2038	Fitzwatertown Road	Limekiln Pike to Woodland Road	1.50	C	1100	5.90	$6,490.00
2052	Norristown Road	Tennis Avenue to Welsh Road	1.30	B	1100	2.60	$2,860.00
9105	Connector	Limekiln Pike Connector	0.10	C	1100	0.20	$220.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
					TOTAL COST:		$92,290.00

TERMS OF PAYMENT(S)

The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five year average for a particular county less a $1,000.00 deductible for Municipalities with agreements totaling $5,000.01 or more and a $500.00 deductible for all others.

"B" rate/lane	1100
"C" rate/lane	1100
"D" rate/lane	1100
"E" rate/lane	1100

MILEAGE TOTALS:

	29.60	LINEAR MILES
SNOW LANE MILES		
MFC "B"	17.00	
MFC "C"	66.90	
MFC "D"	0.00	
MFC "E"	0.00	
TOTAL:	83.90	SNOW LANE MILES

EXHIBIT "B"

Contract Provisions – Right to Know Law

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT "C"

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

EXHIBIT "C"

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

   a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

   b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

   c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

   d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

   e. **"Financial Interest"** means either:

      (1) Ownership of more than a five percent interest in any business; or

      (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

   f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

   g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

   a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for

cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not

preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

EXHIBIT "C"

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the *"General Prohibitions Against Discrimination," 28 C. F. R. § 35.130*, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT "C"

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at **http://www.dgs.state.pa.us/** or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

PennDOT Winter Operations

EXHIBIT "E"

Summary of Municipal Agreement Costs

Submission Date: _____

Agreement Number: _____

State Road SLM Serviced: _____

Name of Municipality: _____

Total Municipality SLM Serviced: _____

Address: _____

Representative's Phone: _____

_____

_____

Municipality Representative: _____

COSTARS (Y/N): _____ Cost per Ton of Salt: _____

Total Cost	
Total Cost (All SLM)	
Total No. of Events	
Cost/SLM	
Cost/SLM/Event	
Total Cost of SR SLM	

Breakdown of Daily Expenditures

Costs represent maintenance of all roads serviced by the municipality

Date	Labor Cost	Equipment Cost	Tons of Salt	Total Salt Cost	Gallons of Salt Brine	Total Salt Brine Cost	Overhead Cost	Total Cost
Total	$0.00	$0.00	0.00	$0.00	0.00	$0.00	$0.00	$0.00

Signature: _____ Date _____

Received by: _____ Date _____

INSTRUCTIONS:

Please email hquinn@pa.gov for electronic filing

Form revision 7/6/2015

Detail Fields

Complete all fields above the expenditures table (gray fields).

If your organization is a COSTARS participant, the COSTARS price of salt ($/Ton) is automatically factored into the Total Salt Cost.

If your organization is not a COSTARS participant, enter your price of salt ($/Ton) in the Cost per Ton of Salt field following the COSTARS (Y/N) field.

"State Road SLM Serviced" refers to the number of lane-miles of state roads that are serviced by your organization within the municipality.

"Total Municipality SLM Serviced" refers to the number of total lane-miles that are serviced by your organization within the municiplaity.

Expenditures Table

Costs by your organization for the servicing of all roads within the municipality are to be entered in the table.

Complete all columns left-to-right in the table. The "Total Salt Cost" and "Total Cost" fields are automatically calculated.

If events carry through two or more dates, start a new line for each subsequent date and enter costs only charged per each day.

Signature Fields

A signature by an officer within the municipality is required for submittal.

Email the form to **hquinn@pa.gov** for electronic filing (signed/scanned pdf or excel format).

RESOLUTION NO. 15-2209

A RESOLUTION ESTABLISHING THE BUDGET FOR FISCAL YEAR 2016.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2016 detailing the estimated amounts of money required for the specific purposes of the Upper Dublin Township government for the ensuing fiscal year including estimated receipts, expenditures and appropriations, and,

WHEREAS, the proposed 2016 budget was advertised as required by law and made available for public inspection on November 16, 2015, and,

WHEREAS, the proposed 2015 budget was advertised as required by law and was presented and amended at public hearings on November 17, 2015 and November 21, 2015 and,

WHEREAS, the proposed budget as amended will take effect on January 1, 2016;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, details of which are available upon request, for fiscal year 2016.

ADOPTED this 8th day of December 2015.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: _____
Ira S. Tackel, President

ATTEST: _____
Paul A. Leonard, Secretary

RESOLUTION NO. 15-2210

APPENDIX II – AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby request a Multimodal Transportation Fund grant of $3,000,000.00 from the Pennsylvania Department of Transportation to be used for the Fort Washington Cross County Trail & Road Diet-Mid-Section.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held December 8, 2015 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, This 8th day of December, 2015.

Upper Dublin Township
Name of Applicant

Montgomery
County

Paul A. Leonard, Secretary

Board of Commissioners
Upper Dublin Township

By: _____
Ira S. Tackel, President

RESOLUTION NO. 15-2211

WHEREAS, the Township of Upper Dublin of Montgomery County wishes to enter into a Transportation Alternatives Program Federal Aid Reimbursement Agreement for the Fort Washington Office Park Cross County Trail and Road Diet.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioner of the Township of Upper Dublin hereby authorizes and directs the attached Reimbursement Agreement for the costs of the Construction and Construction Inspection of the Fort Washington Office Park Cross County Trail and Road Diet Construction project be signed by the Township Manager, and in doing so, agree to be legally bound to the terms, conditions, and provisions set forth by the agreement.

Be it FURTHER RESOLVED, that the Applicant does hereby designate the Township Manager and President of the Board of Commissioners as the officials to execute all documents and agreements between the Township of Upper Dublin and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held December 8, 2015 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 8th day of December, 2015.

Township of Upper Dublin
Name of Applicant

Board of Commissioners
Upper Dublin Township

By: _____
Ira S. Tackel, President

Montgomery
County

_____
Secretary, Paul A. Leonard

Pennsylvania's Transportation Alternatives Program

Agreement No: 0641063
MPMS No: 104282
County: Montgomery
Sponsor: Upper Dublin Township
Municipality(ies): Upper Dublin Township
Project Name: Virginia Drive Cross County Trail and Road Diet

Derivation of Projects Costs (Select One)

_X_ **100% Federal Aid for Construction / 100% Sponsor Dollars for Design (Non-Matching Contribution from Sponsor)**

Federal-Aid Contribution: $1,000,000.00 for Construction Phase

____ **80% Maximum Federal Aid/20% Minimum Sponsor Dollars**

Federal-Aid Contribution: [*Enter Amount*]

Sponsor Match: [*Enter Amount*]

Reimbursable Activity	Federal	State	Sponsor	Department-Incurred Cost **(if any)**	Subtotal
Preliminary Engineering					
Final Design					
Right-of-Way					
Utilities					
Construction & Construction Inspection	$990,000.00			$10,000.00	$1,000,000.00
Subtotal	$990,000.00			$10,000.00	$1,000,000.00
Total Project Cost					**$1,000,000.00**

RESOLUTION NO: 15-2212

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY

Upper Dublin Township
(Name of MUNICIPALITY)

By: _____
(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

I, IRA A. TACKEL, PRESIDENT
(Name) (Official Title)

of the Board of Commissioners of Upper Dublin Township, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 8th day of December, 2015.
(Name of governing body)

DATE: 12/8/2015

_____
(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :
Engineering District :
Department Tracking # :
Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA

Municipal Phone Number : 215-643-1600x3219 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday - Friday, 9 AM to 5 PM

B - Application Description

Location (*intersection*) : Welsh Road (S.R. 0063) & Twining Road

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 1644

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☒ YES ☐ NO **System Number (*if applicable*) :** I0098

If YES, provide locations of all signalized intersections in system.

Blair Mill/Witmer/Commerce; Blair Mill/Shopping Center; Welsh/Fitzwatertown; Welsh/Kimball; Welsh/Twining; Welsh/Computer; Welsh/Blair Mill; Welsh/Dryden; Welsh/Dreshertown; Welsh/Dresher; Welsh/Jarrettown

Explain the proposed improvements :

Replace existing 3-head signal with 5-head signal to provide protected/permitted left turn for Welsh Road westbound onto Twining Road.

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☒ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Dan Supplee **Company/Organization :** Upper Dublin Township

Phone # : 215-643-1600x3801 **Alternative Phone # :** **E-mail :** dsupplee@upperdublin.net

D - Attachments Listing

☒ Municipal Resolution (*required*)
☐ Letter of Financial Commitment
☐ Traffic Signal Permit
☒ Warrant Analysis
☐ Crash Analysis
☐ Traffic Signal Study
☐ Location Map
☒ Photographs
☐ Straight Line Diagram
☐ Capacity Analysis
☐ Traffic Impact Study (TIS)
☐ Condition Diagram
☒ Traffic Volumes / Pedestrian Volumes
☐ Turn Lane Analysis
☐ Turn Restriction Studies
☐ Other :

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard Date : 10/2/15

Signed By : Witness or Attest :

Title of Signatory : Township Manager Title of Witness or Attester : Rec Secretary

DEPARTMENT USE ONLY

County:

Engineering District:

Department Tracking #:

Initial Submission Date:

Exhibit "A":

Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:
Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:
Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS	TYPE OF REPAIR PERMITTED
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency of Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency of Final
Signal heads	Final Only
EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Exhibit "B":

Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

TE-160 (6-12)

Application Instructions

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.
Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.
Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*Intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(*Permit Number*): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)
Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications
Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.
School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*If applicable*):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.
Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA

RESOLUTION NO. 16-2213

LAND DEVELOPMENT APPLICATION NO. U.D. 14-09 FOR PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL FOR LIFETIME FITNESS, INC. (375 COMMERCE DRIVE)

WHEREAS, LTF Real Estate Company, Inc. ("LTF") is the owner of a 14.59 acre parcel of land located at 375 Commerce Drive, at the intersection of Commerce Drive and Delaware Drive, Upper Dublin Township, Montgomery County, Pennsylvania (the "Property"); and,

WHEREAS, LTF desires to construct a 2-story, 114,889 sq. ft. building (59,929 sq. ft. building footprint) with an outdoor pool area, bistro and 585 parking spaces on the Property, as shown on plans prepared for LTF by Bohler Engineering, dated September 11, 2015, last revised on November 12, 2015, sheets 1 through 32, together with a supplemental lighting plan prepared by Emanuelson-Podas Consulting Engineers, sheets E0.2A, E0-2B. and E0.2C., dated September 9, 2015, last revised November 12, 2015, said plans hereinafter referred to as the "Plans," which Plans are incorporated herein by reference and expressly made a part hereof; and,

WHEREAS, LTF also submitted in furtherance of its application a General Description and Stormwater Management Calculations Report, prepared by Bohler Engineering, dated November 13, 2015, Erosion and Sedimentation Pollution Control Calculations Report, prepared by Bohler Engineering, dated November 13, 2015, and a Supplemental Traffic Analysis Report

prepared by McMahon Associates, Inc., dated September 2015, hereinafter referred to as the "Reports," which Reports are incorporated by reference and expressly made a part hereof; and,

WHEREAS, the Property is located in the EC-Employment Center zoning district, and portions of the site are located in the 100-year floodplain as currently defined by the Flood Emergency Management Agency; and,

WHEREAS, the Board of Commissioners on September 8, 2015, granted Conditional Use approval for the development, pursuant to Zoning Ordinance §§ 255-165(C), (F), and (G), authorizing the installation of storm sewers, stormwater basins, paved driveways, parking lots, and grading within the Floodplain Conservation District (a copy of the Conditional Use approval dated September 8, 2015, is attached hereto as Exhibit "A," incorporated by reference and expressly made a part hereof); and,

WHEREAS, the Zoning Hearing Board at its August 24, 2015 meeting granted variances for the development relating to building height, building setbacks, surface parking along the side of the building, allowable signage, and work in the horizontal floodplain area, and the construction of driveways, parking and buildings in the Floodplain Conservation District (a copy of the Zoning Hearing Board's Opinion and Order, dated August 24, 2015, is attached hereto as Exhibit "B," incorporated by reference, and expressly made a part thereof); and,

WHEREAS, the developer desires to obtain preliminary/final land development approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code, 53 P.S. §10508.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary/final approval of the land development as shown on the Plans and described in the Reports subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The development shall be constructed in strict accordance with the Plans, the Plan comments and details, the Reports, the terms and conditions of this Resolution and the terms and conditions of a Land Development Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.

3. LTF shall provide financial security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements, lighting and landscaping shown on the Plans.

4. All utilities serving the structures proposed to be built on the Property shall be placed underground.

5. LTF shall comply with all comments and conditions set forth in the letter from Bohler Engineering dated November 13, 2015, and in the review letter of the Township Engineer (Metz Engineers) dated December 11, 2015, except for (1) Public Works Department comment #1, and (2) Traffic and Transportation comment #5.

6. LTF shall construct the façade of the building facing Delaware Drive consistent with the enhanced building elevations dated November 12, 2015, a copy of which are attached hereto as Exhibit "C," incorporated by reference, and expressly made a part hereof.

7. LTF shall coordinate, within reason, with Montgomery County to accommodate users of the Cross County Recreational Trail.

8. LTF shall construct or cause to be constructed the traffic and road improvements to Commerce Drive, Delaware Drive, Pinetown Road and the shared driveway as depicted on the Bohler Engineering Plan titled "Exhibit A – Improvements to be Installed by Lifetime Fitness," last revised November 12, 2015, as modified by Boles, Smyth Associates, Inc. dated December

28, 2015, and in substantial conformity with General Notes 1-7 identified on the Plan and on the Boles, Smyth Associates, Inc. Notes titled "Exhibit A - Improvements to be Installed by Lifetime Fitness." LTF shall execute the temporary construction easements identified in General Notes 5, 6 and 7 to authorize the Township to make improvements to Commerce Drive, Delaware Drive, and within the 30 foot wide Trail Easement for the Fort Washington Cross County Trail and Road Diet Project in a form acceptable to the Township Engineer and Township Solicitor. LTF shall offer the Ultimate Right-of-Way on Commerce Drive identified in General Note 3 to authorize future improvements to Commerce Drive, if deemed necessary by the Township, in a form acceptable to the Township Engineer and Township Solicitor. The Plan (Exhibit A – Improvements to be Installed by Lifetime Fitness) is attached hereto, marked Exhibit "D," and incorporated by reference. The Notes titled "Exhibit A - Improvements to be Installed by Lifetime Fitness," are attached hereto, marked Exhibit "E," and incorporated by reference.

9. LTF shall make capital contributions to the Township in the form of cash payments for off-site improvements to Commerce Drive and a planned "Zip Ramp" from the Pennsylvania Turnpike (Route 276), as follows:

(a) A payment of Three Hundred Thousand Dollars ($300,000.00) for improvements to the existing traffic signal at the intersection of Commerce Drive, Delaware Drive and Pinetown Road and a new traffic signal at the planned intersection of Commerce Drive and the future shared driveway to the development, to be paid upon the Township's award of a bid for and commencement of construction of the traffic signals, provided that LTF has received a building permit from the Township. In the event construction of the traffic signals commences, and LTF either (1) fails to apply for a building permit or (2) sells the property to a

third party, LTF or its successor or assign shall make payment of the $300,000.00 capital contribution to the Township within thirty (30) days of the commencement of construction.

(b) A payment of Four Hundred Thousand Dollars ($400,000.00) upon the letting of a construction contract for and the commencement of construction of the "Zip Ramp" as part of the Fort Washington Cross County Trail and Road Diet Project or as a stand-alone project, provided that LTF has received a building permit from the Township. In the event construction of the "Zip Ramp" commences, and LTF either (1) fails to apply for a building permit or (2) sells the property to a third party, LTF or its successor or assign shall make payment of the $400,000.00 capital contribution to the Township within thirty (30) days of the commencement of construction.

10. The developer has requested 19 waivers of the Subdivision and Land Development Ordinance ("SALDO") and other Township Ordinances. The requested waivers are hereby granted or granted with conditions, as follows:

(a) A waiver from Section 212-15.B of the SALDO to allow right-of-way width and road widening of Commerce Drive and Delaware Drive to be less than what is provided in the Engineering and Construction Standards. The waiver is granted, provided the right of way width for Commerce Drive is a minimum of 70 feet, the right of way width for Delaware Drive is a minimum of 60 feet, and LTF complies fully with the Plans and paragraph 8 of this Resolution.

(b) A waiver from Section 212-17.D of the SALDO to allow less than 20 feet of open space between the curbline of the parking area and outside wall of the southeast side of the building. The Plans provide for 14.2 feet of open space in this area. The waiver is granted.

(c) A waiver from Section 212-17.I of the SALDO to allow 22' wide drive aisles through the parking area. The waiver is granted, provided: (1) the main drive aisles are a minimum width of 25'; (2) the Truck Circulation Plan is reviewed and approved by the Township Fire Marshall to ensure fire trucks are able to maneuver through the reduced width drive aisles; and, (3) the Township and all emergency service providers are protected from liability for damage to internal curbs, landscaping, and vehicles parked on-lot, and that such release and indemnity is binding on successors and assigns.

(d) A waiver from Section 212-17.K of the SALDO to exclude crosswalks for pedestrians within the parking area. The waiver is granted provided ADA parking spaces are provided near the entrance of the building and are directly connected to the sidewalk along the building frontage.

(e) A waiver from Section 212-18 of the SALDO to exclude the construction of sidewalk along the Commerce Drive frontage. The waiver is granted provided a 12' wide asphalt trail is constructed along Commerce Drive to function both as a portion of the Fort Washington Cross County Trail and as a sidewalk for pedestrians walking along Commerce Drive. The trail is to be constructed with a pavement section consistent with the Fort Washington Cross County Trail and Road Diet Project trail section.

(f) A waiver from Section 212-32.E(1)(f) of the SALDO to exclude a schedule of existing trees including information about diameter, botanical and common names, height and spread of canopy. The waiver is granted.

(g) A waiver from Section 212-32.F.(1)[1] of the SALDO to allow street tree spacing with less than or greater than 50'-75' on-center. The waiver is granted.

(h) A waiver from Section 212-32.F.(1)[2] of the SALDO to allow 4 street trees closer than 8' from the proposed sidewalk. The waiver is granted.

(i) A waiver from Section 212-32.F.(4)(c) of the SALDO to allow less than 400 sq. ft. and 20 feet in width parking lot islands. This waiver is granted.

(j) A waiver from Section 212-32.I of the SALDO to allow plant materials that are not on the recommended plant list. The waiver is granted.

(k) A waiver from Section 206-36B. of the Stormwater Management Ordinance to allow the Underground Infiltration Basin to dewater the designed groundwater recharge volume over a period of time greater than 48 hours and using a factor of safety less than 3. The waiver is granted provided the Underground Infiltration Basin, as constructed, dewaters in less than 72 hours and has a factor of safety of 2 or greater.

(l) A waiver from Section 206-102.D(4) of the Stormwater Management Ordinance to allow the Underground Infiltration Basin to return to normal conditions in a greater amount of time than 24 hours. The waiver is granted provided the underground stormwater basin, as constructed, will dewater and return to normal conditions in less than 72 hours.

(m) A waiver from Section 206-102.D(6) of the Stormwater Management Ordinance to allow the Above Ground Bio-Retention Facilities to be constructed without a fence around the perimeter. This waiver is granted.

(n) A waiver from Section 206-102.D(11) of the Stormwater Management Ordinance to allow less than one (1) foot of freeboard between the top of the post-

development 100-year flood elevation over the spillway and the top of berm of the Above Ground Bio-Retention Facilities. This waiver is granted.

(o) A waiver from Section 206.103.B(1) of the Stormwater Management Ordinance to allow a minimum pipe size of less than 18" for the roof and pool deck drain pipes. The waiver is granted.

(p) A waiver from Section 206.103.B(13) of the Stormwater Management Ordinances to allow less than 2' of cover over storm sewer pipes. The waiver is granted.

(q) A waiver from Section 158-14.D.(3)(d) of the Nuisances Ordinance to allow lighting to be extinguished after 11 PM or after normal hours of operation. The waiver is granted provided lighting is extinguished no later than 1 A.M. and is not a nuisance to surrounding properties.

(r) A waiver from Section 158-14.D.(3)(e) of Nuisances Ordinance to allow lighting to not be dimmed by 75% after 11 P.M. The waiver is granted provided lighting is extinguished no later than 1 A.M. and is not a nuisance to surrounding properties.

(s) A waiver from Section 158-14.D.(3)(j) of the Nuisances Ordinance to allow fixtures not meeting full-cutoff to be mounted no higher than 15' (20' for full-cutoff). The waiver is granted provided the fixtures are not directed at neighboring properties.

11. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans, traffic improvements, and the Land Development Agreement shall be borne entirely by LTF and shall be at no cost to the Township.

12. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code, 53 P.S. §10509(b) the payment of all applicable fees and the funding of all escrows under the

Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this conditional preliminary/final land development approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 9th day of February, 2016.

UPPER DUBLIN TOWNSHIP

BY: _____
IRA S. TACKEL, President

Attest: _____
PAUL A. LEONARD, Secretary

Exhibit "A"
Upper Dublin Township Conditional Use dated September 8, 2015

upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034-1697
Phone: (215) 643-1600
Fax: (215) 542-0797
www.upperdublin.net

IRA S. TACKEL
President

RONALD P. FELDMAN
Vice President

CHESTER H. DERR, III
STANLEY J. ROPSKI
SHARON L. DAMSKER
REBECCA A. GUSHUE
JOHN R. MINEHART

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

September 9, 2015

Aaron Koehler
LTF Real Estate Company, Inc.
2902 Corporate Place
Chanhassen, MN 55317

Re: 375 Commerce Drive
Upper Dublin Township
Application No. 2154
Conditional Use Hearing

Dear Aaron Koehler:

Enclosed please find a copy of the Memorandum Findings of Fact, Opinion and Order with respect to the Conditional Use Decision of the Board of Commissioners on September 8, 2015 on the Conditional Use Application of the above referenced property.

Very truly yours,

Paul A. Leonard
Township Manager

PAL

Enclosure

CCS: Gilbert P. High, Esq. (w/enc.)
R. Barton (w/enc.)
J. Wert (w/enc.)
Marc Jonas, Esq. (w/enc.)

BEFORE THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP

In re: Conditional Use Application of LFT Real Estate Company, Inc.

Property: 375 Commerce Drive

FINDINGS OF FACT, OPINION AND ORDER

An application for conditional use approval was heard before the Board of Commissioners of Upper Dublin Township on August 11, 2015 after due advertisement. The applicant seeks conditional use approval to permit grading within the floodplain in order to install storm sewers, storm water basins, paved driveways, parking lots and grading within the Floodplain Conservation District pursuant to §255-165.(C), (F) and (G). This conditional use application is based on a plan and supporting data prepared by Bohler Engineering, Inc. dated April 10, 2015 and last revised as of July 27, 2015.

FINDINGS OF FACT

1. The Property which is the subject of this conditional use application is a 13.28 acre tract of vacant ground located at 375 Commerce Drive, Fort Washington in the midst of the Fort Washington Industrial Park (the "Property").

2. The Property is zoned in the EC Employment Zoning District. Portions of the property are located within the Floodplain Conservation District (the 100-year FEMA floodplain).

3. Applicant intends to erect a 113,372 sq.ft. building to be used as a fitness center. Stormwater management facilities will include flood storage, rain gardens, underground storage, pervious pavement and basins, the end result being that there will be less rate of runoff after construction than at present.

4. The only facilities to be constructed within the floodplain area will be stormwater management facilities, driveways and parking areas. No structures will be built within the floodplain (as will be established under the impending revision), thus the fitness center facilities will not substantially alter the cross-section profile of the floodplain, and uses upstream and downstream will not be adversely affected.

5. Because of the location of the floodplain on the lot, it is not feasible to locate the driveways and parking areas outside of the Floodplain Conservation District and still develop the property as permitted by the zoning code.

6. Applicant presented testimony that 120,000 cubic feet of storm water storage will be provided, well in excess of the apx. 46,000 cubic feet of volume that would be required if the Property was outside of the floodplain. Applicant will install flow rate devices to limit the flow from the above ground basins during periods of occasional flooding.

7. The floodplain elevation on the Property has been reduced by the recent construction of two flood control dams. The 100 year flood level used to be 177.3 feet. With the dams installed the level is between 175.9 to 173.3.

8. Pervious pavement will be used in the parking areas within the Floodplain Conservation District under which 18 inches of stone will be laid in order to provide storm water

storage. This will provide 11,000 cu.ft. of storage below the pervious pavement. The parking areas will sheet flow to the pervious pavement areas.

9. The parking areas within the flood plain will be utilized for temporary parking by those using the recreation facilities within the fitness center and will not be utilized during periods of flood flow.

10. The Montgomery County Planning Commission reviewed this application and recommended approval, provided that the plan satisfies all applicable requirements established by the Township.

11. The Upper Dublin Planning Commission reviewed the application but was unable to make a recommendation because the plans were delayed in getting to them because of changes requested by the Township.

12. The Township Engineer had no objection to the construction of storm sewers and impoundment basins within the Floodplain Conservation District.

DISCUSSION

The uses sought by the Applicant within the Floodplain Conservation District are permitted by Conditional Use pursuant to the provisions of §255-165 (C), (F) and (G).

§ 255-165. Conditional uses.

> The following conditional uses in a Floodplain District may be allowed or denied by the Board of Commissioners after recommendations by the Advisory Boards of the Township or other agencies deemed appropriate and Montgomery County Planning Commission pursuant to the standards set forth in this district:
>
> * * * * * * *

C. Storm sewers or impoundment basins, with the approval of the Township Engineer and subject to the flood proofing regulations in applicable ordinances and in accordance with the provisions of Chapter 122, Flood Damage Prevention.

* * * * * * *

F. Paved roads and driveways, parking lots, where required by the regulations for the district applicable to the lot without consideration of this district, provided that:

(1) In case of roads and driveways, no such facilities shall be permitted by conditional use if alternative alignments are feasible.

(2) In the case of parking facilities, no such facility shall be permitted by conditional use unless satisfactory evidence is submitted that such parking will not be utilized during periods of flood flow, thus posing no threat to safety of the vehicles, their uses and/or to downstream properties. Temporary parking for periods not to exceed one hour and/or parking for recreation uses would be examples of such uses.

(3) Any road, driveway or parking lot located within the Floodplain Conservation District shall be constructed of pervious paving materials in accordance with the provisions of Chapter 212, Subdivision and Land Development.

G. Grading or regrading of lands, including the deposit of topsoils and the grading thereof and the construction of retaining walls. In addition, a conditional use application for such use shall also be accompanied by a plan indicating the fill or material proposed to be deposited by the grading or regrading of land; such fill or other materials shall be protected against erosion by riprap, vegetation cover or bulkheading.

The standards for the grant of conditional uses within a floodplain are set forth at § 255-267, which provides as follows:

§ 255-167. Standards for conditional use or variance, generally.

A. The Board of Commissioners and Zoning Hearing Board shall exercise discretion in allowing only those uses which are substantially in accord with the stated objectives in § 255-160 herein. The applicant shall demonstrate to the Board of Commissioners, in considering conditional uses, and the Zoning Hearing Board, in considering variance exceptions or variance applications, the following:

(1) The effect of the use shall not substantially alter the cross-section profile of the stream and floodplains at the location of the proposed use.

(2) Lands abutting the waterway, both upstream and downstream, shall not be unreasonably affected by the proposed use.

(2) The general welfare or public interest of Upper Dublin Township or other municipalities in the same watershed shall not be adversely affected.

The Board finds that the requirements for the grant of conditional use for the uses proposed by the Applicant have been met, and that the construction of the stormwater management facilities, driveways and parking lots proposed by the Applicant will not endanger the public health, safety and welfare. [1]

ORDER

AND NOW, this 8th day of September, 2015, upon consideration of the testimony, plans and representations made at the hearing, the application of LFT Real Estate Company, Inc. for conditional use to install storm sewers, storm water basins, paved driveways, parking lots and grading within the Floodplain Conservation District is granted, subject to the following conditions:

1. The testimony, plans and representations made at the hearing are incorporated herein by reference and form the basis for this decision. No deviation therefrom shall be permitted without further approval by the Township.

2. Applicant shall apply for and receive subdivision and/or land development plan approval for the project. Such plan shall conform to the plan and the representations upon which this conditional use is granted and be consistent with the Findings of Fact set forth above.

[1] Note: The Zoning Hearing Board has granted a variance to construct a driveway to Delaware Avenue with a non-pervious surface.

3. This grant of conditional use shall expire one year from its date unless a subdivision and land development plan is filed with the Township in the interim.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: _____
Ira S. Tackel, President

ATTEST:

_____
Paul A. Leonard, Township Manager/Secretary

Exhibit "B"
Zoning Hearing Board Variances, dated August 24, 2015

ZONING HEARING BOARD OF UPPER DUBLIN TOWNSHIP

LTF REAL ESTATE COMPANY, INC. NO. 2153
RE: 375 COMMERCE DRIVE
FORT WASHINGTON, PA

I. FINDINGS OF FACT.

1. Applicant, LTF Real Estate Company Inc., 2902 Corporate Place, Chanhassen, MN 55317, is the owner of premises at 375 Commerce Drive, Upper Dublin Township, being Parcel No. 54-00-04384-008 (the "Property").

2. The Property is a 14.59 acre parcel with frontage on Commerce Drive and Delaware Avenue. Part of the Pennsylvania Turnpike is to the rear of the Property.

3. The Property is zoned EC- Employment Center, with portions of the Property being within the Flood Plan Conservation District.

4. The Property is currently vacant. (See Exhibit "2").

5. The Applicant proposes to develop the Property by constructing a two-story fitness center (with a foot print of 57,886 square feet and a gross floor area of 113,372 square feet), and, in addition, an outdoor pool, bistro and associated parking areas. The development represents part of the on-going re-purposing of what was once an "industrial park."

6. The Applicant requests relief in the form of seven requested variances relating building height, building setbacks, parking placement, floodplain regulations and signs, as follows: (1) Variances from Sections 255-115.B(5)(a)(4), 255-115.B(5)(b)(1), and 255-115.B(5)(c) to permit a building height of 53.7 feet, to permit parapets in excess of 3 feet and to permit a building in excess of 30 feet within the recession plane; (2) A variance from Section 255-115.C(2) to permit the proposed buildings to be set back farther than the required "build

to line;" (3) A variance from Section 255-115.C(3) to permit the proposed surface parking to be located to the side of the building; (4) A variance from Section 255-161. E to permit the proposed grading and other work within the horizontal floodplain buffer area; (5) A variance under Section 255-164.B to permit the proposed construction within the Floodplain Conservation District; (6) A variance under Section 255-165(F)(3) to permit the proposed construction of driveways and parking lots within the Floodplain Conservation District using impervious paving materials instead of pervious paving materials; and (7) A variance from Sections 255-155.A(2) to permit a total of nine (9) signs, each of which would have an area of not more than 200 square feet.

7. The floodplain creates an unnecessary hardship to the Property with the result the variance from the building height is beneficial in reducing the area of the building and lessening any impact on flood-waters.

8. The height of the proposed building is in conformity with other office buildings within the vicinity.

9. The Zoning Hearing Board finds that there is an unnecessary hardship from the imposition of the floodplain and that the proposed exceeding of the height requirement is justified.

10. The Zoning Heard Board finds that there is good and sufficient cause for the proposed variances from the floodplain regulations. The proposed building will have a first floor elevation that is five feet above flood level which is in excess of that which is required by the ordinance. The property has previously been developed and the proposed development of

the lot will not be detrimental in creating increased flood heights, additional threats to public safety or extraordinary public expense.

11. The township engineer was present for the hearing and did not object to the proposed variances for construction, cutting or filling within the floodplain or the horizontal floodplain buffer or proposed use of impervious paving materials.

II. DISCUSSION.

Most of the requested variances are dimensional in nature. It is well established that a lesser degree of hardship is required to permit a dimensional variance than for a use variance. Hetzberg v. Zoning Hearing Board of Adjustment of the City of Pittsburgh, 554 Pa 249 (1998). Under Hertzberg, there is a "... more relaxed standard for establishing unnecessary hardship for a dimensional variance, as opposed to a use variance." Mitchell v. Zoning Hearing Board, 838 A.2d 819, 828 (Pa. Cmwlth.,2003).

The Applicant presented four witnesses. Aaron Koehler, a representative of LTF, who described the proposed uses that would be made on the property. Jason Korczak, a professional engineer, who testified with respect to engineering issues related to the placement of the parking, the floodplain, cutting and filling, Mark Lindvig, an architect, who testified about the structure and the necessity for the various height and other building dimensional requirements and variances requested. Joseph DiSantis, a traffic engineer, who testified about traffic concerns and the parking and other circulation which required a variance from the parking placement. Based on the totality of the testimony, the board was convinced that the property had physical hardships related to the existence of the floodplain and that the requested dimensional variances were appropriate. The Board finds that the variances requested as to

construction activities within the floodplain conservation district and within the horizontal floodplain buffer zone will not have the effect of substantially altering the cross-section profile of any streams or floodplains at the location or unreasonably affect any other properties. Finally the Board finds that the general welfare for the public interest of Upper Dublin Township will not be adversely affected by the grant of the variances requested by the applicant.

Based on the testimony presented the Board finds that the existence of the floodplain on the Property justifies most of the proposed variances. Notwithstanding the relaxed standard for dimensional variances, such variances are still subject to the requirement that they must be the minimum that will afford relief. Based on that principle, the Board is unwilling to grant a variance to increase the aggregate sign area beyond that permitted by the Ordinance, but will grant the Applicant the flexibility to distribute such sign area over six (6) signs instead of the nine (9) proposed by the Applicant.

ORDER

This 24th day of August, 2015, upon consideration of the application of LFT Real Estate Company, Inc., 2902 Corporate Place, Chanhassen, MN 55317, owner of premises known as 375 Commerce Avenue, Upper Dublin Township, at a duly advertised meeting of the Zoning Hearing Board of Upper Dublin Township, the following are granted:

(1) Variances from Sections 255-115.B(5)(a)(4), 255-115.B(5)(b)(1), and 255-115.B(5)(c) to permit a building height of 53.7 feet, to permit parapets in excess of 3 feet and to permit a building in excess of 30 feet within the recession plane.

(2) A variance from Section 255-115.C(2) to permit the proposed buildings to be set back farther than the required "build to line."

(3) A variance from Section 255-115.C(3) to permit the proposed surface parking to be located to the side of the building.

(4) A variance from Section 255-161. E to permit the proposed grading and other work within the horizontal floodplain buffer area.

(5) A variance is granted under Section 255-164.B to permit the proposed construction within the floodplain.

(6) A variance under Section 255-165(F)(3) to permit the proposed construction of driveways and parking lots within the Floodplain Conservation District using impervious paving materials instead of pervious paving materials;

(7) A variance from Sections 255-155.A(2) to permit a total of six (6) signs, including the two proposed monument signs, with all such signs in the aggregate have an area of 400 square feet.

All material representations made at the hearing to induce the grant of the relief requested are deemed to be conditions of the grant of such relief.

Except as provided by applicable statute, this Order will expire, in accordance with the terms of the Zoning Ordinance, 12 months after the date hereof, unless acted upon by the applicants or extended upon application to the Zoning Hearing Board prior to such expiration.

/s/Leonard Karp

/s/ Elaine Lucas

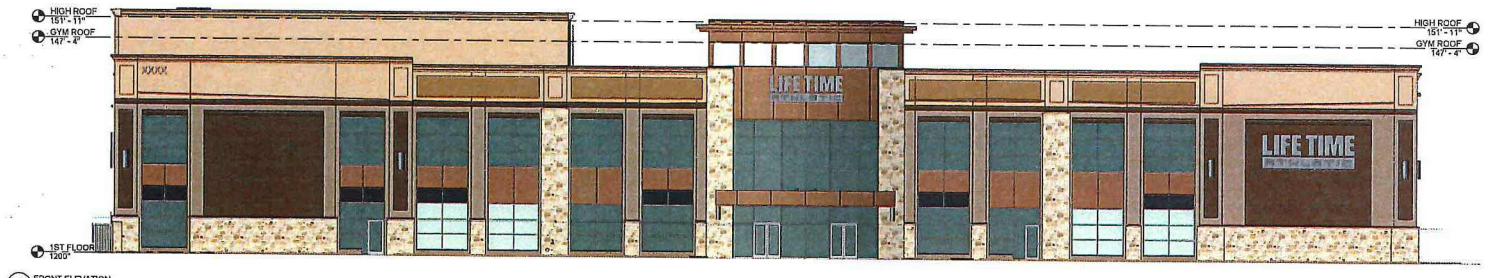
/s/ George Dempster

/s/ Asher Stutman

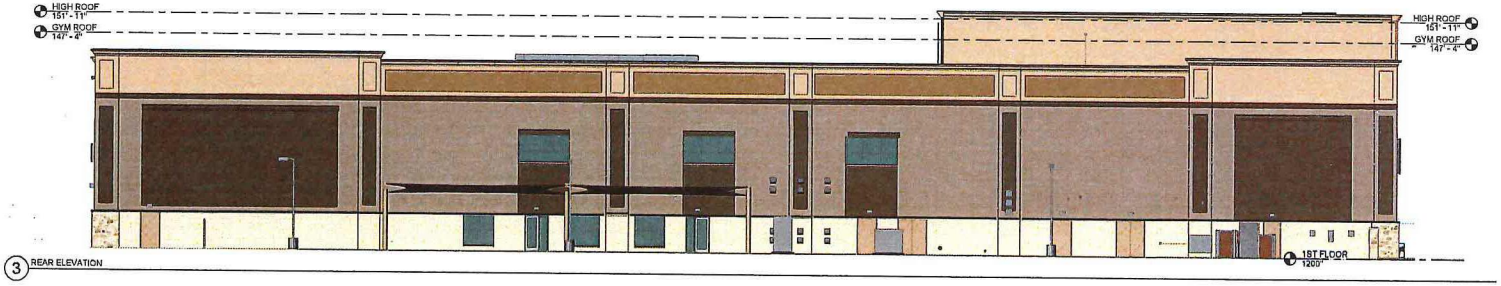
/s/ Lawrence Pauker

Mail Date: September 18, 2015

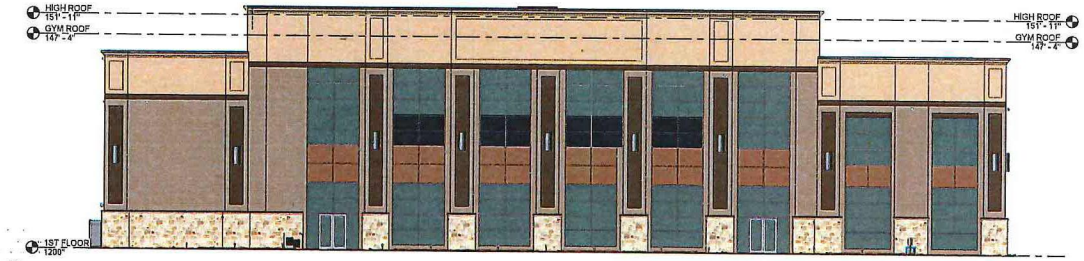
Exhibit "C"
Lifetime Fitness
Fort Washington, PA
Building Elevations
November 12, 2015



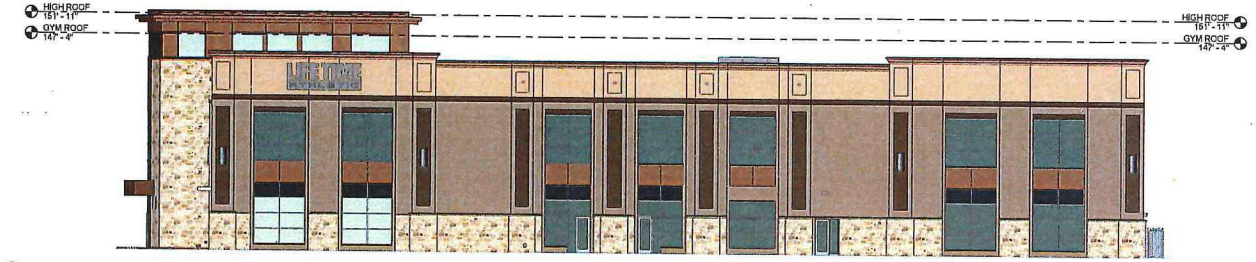
4 FRONT ELEVATION



3 REAR ELEVATION



2 POOL SIDE ELEVATION



1 SIDE ELEVATION

FORT WASHINGTON, PA

ELEVATIONS

11/12/15

LIFETIME
THE HEALTHY WAY OF LIFE COMPANY™

LIFETIME
ATHLETIC

Exhibit "D"
Bohler Engineering Plan titled
"Exhibit A – Improvements to be Installed by Lifetime Fitness,"
last revised November 12, 2015,
as modified by Boles, Smyth Associates, Inc., dated December 28, 2015

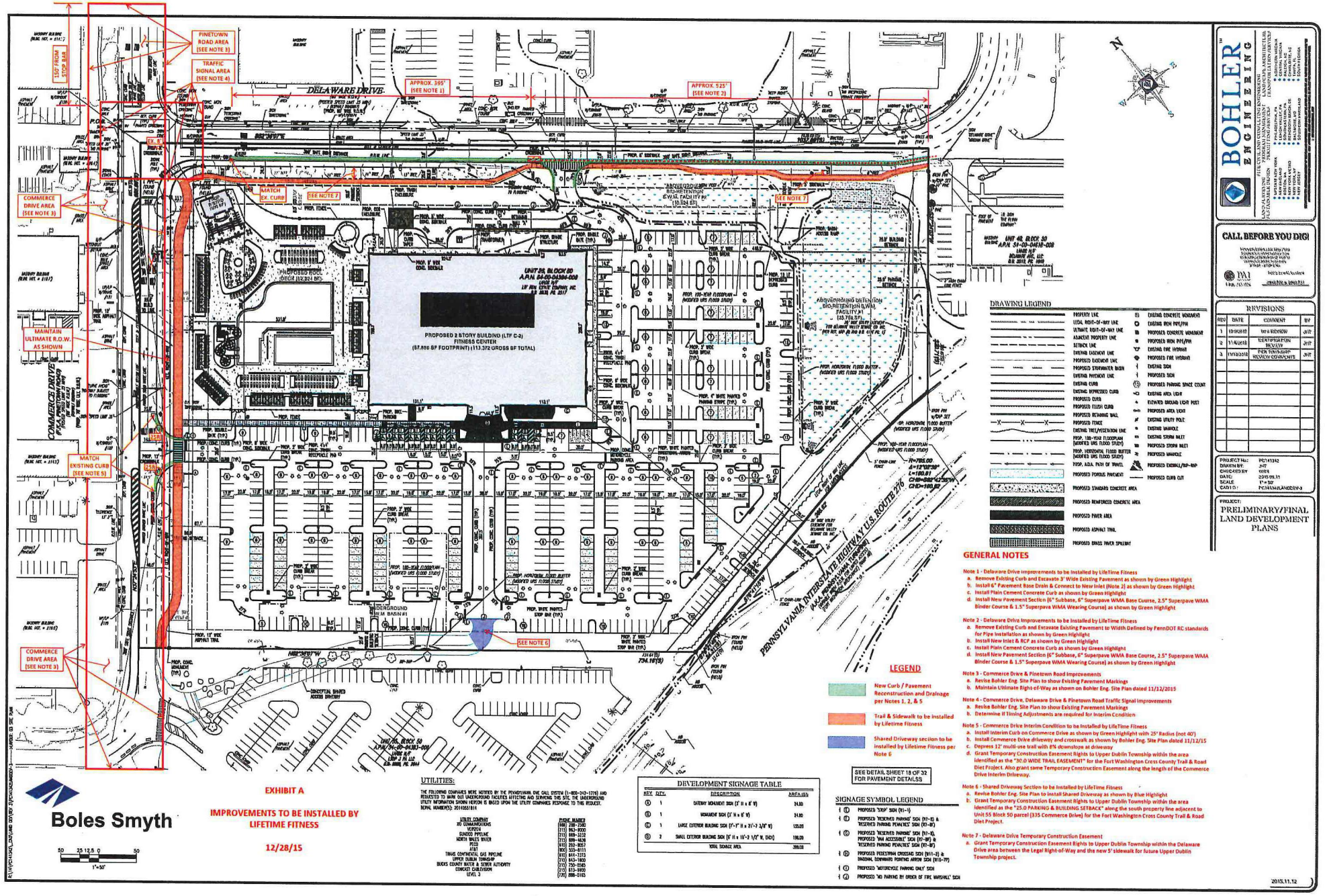

PINETOWN ROAD AREA (SEE NOTE 3)
TRAFFIC SIGNAL AREA (SEE NOTE 4)
150' FROM STOP BAR
DELAWARE DRIVE
APPROX. 395' (SEE NOTE 1)
APPROX. 525' (SEE NOTE 2)
COMMERCE DRIVE AREA (SEE NOTE 3)
MATCH EX. CURB
SEE NOTE 7
MAINTAIN ULTIMATE R.O.W. AS SHOWN
MATCH EXISTING CURB (SEE NOTE 5)
COMMERCE DRIVE AREA (SEE NOTE 3)
PROPOSED 2 STORY BUILDING (LTF C-2) FITNESS CENTER (57,866 SF FOOTPRINT) (113,372 GROSS SF TOTAL)
UNIT 39, BLOCK 50 A.P.N. 54-00-04384-008
UNIT 40, BLOCK 50 A.P.N. 54-00-04618-008
ABOVEGROUND DETENTION BIO-RETENTION B.M.P. FACILITY #1 (15,704 SF)
ABOVEGROUND DETENTION BIO-RETENTION B.M.P. FACILITY #2 (10,184 SF)
UNDERGROUND B.M.P. BASIN #1
SEE NOTE 6
EXCEPTION SHARED ACCESS DRIVEWAY
PENNSYLVANIA INTERSTATE HIGHWAY U.S. ROUTE 476 (A.K.A. NORTH PENN TRAFFIC WAY)
DRAWING LEGEND
PROPERTY LINE
LEGAL RIGHT-OF-WAY LINE
ULTIMATE RIGHT-OF-WAY LINE
EASEMENT PROPERTY LINE
SETBACK LINE
EXISTING EASEMENT LINE
PROPOSED EASEMENT LINE
PROPOSED STORMWATER BASIN
EXISTING PAVEMENT LINE
EXISTING CURB
EXISTING DEPRESSED CURB
PROPOSED CURB
PROPOSED FLUSH CURB
PROPOSED RETAINING WALL
PROPOSED FENCE
EXISTING TREE/VEGETATION LINE
PROP. 100-YEAR FLOODPLAIN (MODIFIED UMS FLOOD STUDY)
PROP. 100-YEAR FLOODPLAIN (MODIFIED UMS FLOOD STUDY)
PROP. HORIZONTAL FLOOD BUFFER (MODIFIED UMS FLOOD STUDY)
PROP. A.D.A. PATH OF TRAVEL
PROPOSED POROUS PAVEMENT
PROPOSED STANDARD CONCRETE AREA
PROPOSED REINFORCED CONCRETE AREA
PROPOSED PAVER AREA
PROPOSED ASPHALT TRAIL
PROPOSED GRASS PAVER SPILLWAY
EXISTING CONCRETE MONUMENT
EXISTING IRON PIPE/PIN
PROPOSED CONCRETE MONUMENT
PROPOSED IRON PIPE/PIN
EXISTING FIRE HYDRANT
PROPOSED FIRE HYDRANT
EXISTING SIGN
PROPOSED SIGN
PROPOSED PARKING SPACE COUNT
EXISTING AREA LIGHT
ELEVATED GROUND LIGHT POST
PROPOSED AREA LIGHT
EXISTING UTILITY POLE
EXISTING INLET
EXISTING MANHOLE
EXISTING STORM INLET
PROPOSED MANHOLE
PROPOSED STORM INLET
PROPOSED CROSSWALK/RAMP
PROPOSED CURB CUT
LEGEND
New Curb / Pavement Reconstruction and Drainage per Notes 1, 2, & 5
Trail & Sidewalk to be installed by Lifetime Fitness
Shared Driveway section to be installed by Lifetime Fitness per Note 6
SEE DETAIL SHEET 18 OF 32 FOR PAVEMENT DETAILS
SIGNAGE SYMBOL LEGEND
(D) PROPOSED "STOP" SIGN (R1-1)
(F) PROPOSED "RESERVED PARKING" SIGN (R7-8) & "RESERVED PARKING PENALTIES" SIGN (R7-8F)
(G) PROPOSED "RESERVED PARKING" SIGN (R7-8), PROPOSED "VAN ACCESSIBLE" SIGN (R7-8P) & "RESERVED PARKING PENALTIES" SIGN (R7-8F)
(H) PROPOSED PEDESTRIAN CROSSING SIGN (W11-2) & DIAGONAL DOWNWARD POINTING ARROW SIGN (W16-7P)
(I) PROPOSED "MOTORCYCLE PARKING ONLY" SIGN
(J) PROPOSED "NO PARKING BY ORDER OF FIRE MARSHALL" SIGN
GENERAL NOTES
Note 1 - Delaware Drive improvements to be installed by LifeTime Fitness
a. Remove Existing Curb and Excavate 3' Wide Existing Pavement as shown by Green Highlight
b. Install 6" Pavement Base Drain & Connect to New Inlet (Note 2) as shown by Green Highlight
c. Install Plain Cement Concrete Curb as shown by Green Highlight
d. Install New Pavement Section (6" Subbase, 6" Superpave WMA Base Course, 2.5" Superpave WMA Binder Course & 1.5" Superpave WMA Wearing Course) as shown by Green Highlight
Note 2 - Delaware Drive Improvements to be installed by LifeTime Fitness
a. Remove Existing Curb and Excavate Existing Pavement to Width Defined by PennDOT RC standards for Pipe Installation as shown by Green Highlight
b. Install New Inlet & RCP as shown by Green Highlight
c. Install Plain Cement Concrete Curb as shown by Green Highlight
d. Install New Pavement Section (6" Subbase, 6" Superpave WMA Base Course, 2.5" Superpave WMA Binder Course & 1.5" Superpave WMA Wearing Course) as shown by Green Highlight
Note 3 - Commerce Drive & Pinetown Road Improvements
a. Revise Bohler Eng. Site Plan to show Existing Pavement Markings
b. Maintain Ultimate Right-of-Way as shown on Bohler Eng. Site Plan dated 11/12/2015
Note 4 - Commerce Drive, Delaware Drive & Pinetown Road Traffic Signal Improvements
a. Revise Bohler Eng. Site Plan to show Existing Pavement Markings
b. Determine If Timing Adjustments are required for Interim Condition
Note 5 - Commerce Drive Interim Condition to be Installed by LifeTime Fitness
a. Install Interim Curb on Commerce Drive as shown by Green Highlight with 25' Radius (not 40')
b. Install Commerce Drive driveway and crosswalk as shown by Bohler Eng. Site Plan dated 11/12/15
c. Depress 12' multi-use trail with 8% downslope at driveway
d. Grant Temporary Construction Easement Rights to Upper Dublin Township within the area identified as the "30.0 WIDE TRAIL EASEMENT" for the Fort Washington Cross County Trail & Road Diet Project. Also grant same Temporary Construction Easement along the length of the Commerce Drive Interim Driveway.
Note 6 - Shared Driveway Section to be Installed by LifeTime Fitness
a. Revise Bohler Eng. Site Plan to install Shared Driveway as shown by Blue Highlight
b. Grant Temporary Construction Easement Rights to Upper Dublin Township within the area identified as the "25.0 PARKING & BUILDING SETBACK" along the south property line adjacent to Unit 55 Block 50 parcel (335 Commerce Drive) for the Fort Washington Cross County Trail & Road Diet Project.
Note 7 - Delaware Drive Temporary Construction Easement
a. Grant Temporary Construction Easement Rights to Upper Dublin Township within the Delaware Drive area between the Legal Right-of-Way and the new 5' sidewalk for future Upper Dublin Township project.
UTILITIES:
THE FOLLOWING COMPANIES WERE NOTIFIED BY THE PENNSYLVANIA ONE CALL SYSTEM (1-800-242-1776) AND REQUESTED TO MARK OUT UNDERGROUND FACILITIES AFFECTING AND SERVICING THIS SITE. THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON THE UTILITY COMPANIES RESPONSE TO THIS REQUEST. SERIAL NUMBER(S): 20143001811
UTILITY COMPANY
PECO
AT&T
TRANS CONTINENTAL GAS PIPELINE
UPPER DUBLIN TOWNSHIP
BUCKS COUNTY WATER & SEWER AUTHORITY
COMCAST CABLEVISION
LEVEL 3
PHONE NUMBER
DEVELOPMENT SIGNAGE TABLE
KEY QTY. DESCRIPTION AREA (SF)
A 1 GATEWAY MONUMENT SIGN (5' H x 8' W) 24.00
B 1 MONUMENT SIGN (3' H x 8' W) 24.00
C 1 LARGE EXTERIOR BUILDING SIGN (7'-1" H x 21'-3 3/8" W) 135.05
D 2 SMALL EXTERIOR BUILDING SIGN (5' H x 11'-3 1/2" W, EACH) 116.25
TOTAL SIGNAGE AREA 399.55
Boles Smyth
EXHIBIT A
IMPROVEMENTS TO BE INSTALLED BY LIFETIME FITNESS
12/28/15
50 25 12.5 0 50
1"=50'
BOHLER ENGINEERING
CALL BEFORE YOU DIG!
REVISIONS
REV DATE COMMENT BY
1 10/9/2015 Bohler Eng. Site Plan to show Existing Pavement Markings JHT
2 11/4/2015 Bohler Eng. Site Plan to show Existing Pavement Markings JHT
3 11/12/2015 Bohler Eng. Site Plan to show Existing Pavement Markings JHT
PROJECT No.: PE141342
DRAWN BY: JHT
CHECKED BY: WRR
DATE: 2015.09.11
SCALE: 1"=50'
CAD I.D.: PE141342LANDDEV-3
PROJECT:
PRELIMINARY/FINAL LAND DEVELOPMENT PLANS
2015.11.12

Exhibit "E"
Boles Smyth Associates, Inc. Notes titled
"Exhibit A – Improvements to be Installed by Lifetime Fitness."

EXHIBIT A - IMPROVEMENTS TO BE INSTALLED BY LIFETIME FITNESS

Note 1 - Delaware Drive Improvements to be Installed by LifeTime Fitness

a. Remove Existing Curb and Excavate 3' Wide Existing Pavement as shown by Green Highlight
b. Install 6" Pavement Base Drain & Connect to New Inlet (Note 2) as shown by Green Highlight
c. Install Plain Cement Concrete Curb as shown by Green Highlight
d. Install New Pavement Section (6" Subbase, 6" Superpave WMA Base Course, 2.5" Superpave WMA Binder Course & 1.5" Superpave WMA Wearing Course) as shown by Green Highlight

Note 2 - Delaware Drive Improvements to be Installed by LifeTime Fitness

a. Remove Existing Curb and Excavate Existing Pavement to Width Defined by PennDOT RC standards for Pipe Installation as shown by Green Highlight
b. Install New Inlet & RCP as shown by Green Highlight
c. Install Plain Cement Concrete Curb as shown by Green Highlight
d. Install New Pavement Section (6" Subbase, 6" Superpave WMA Base Course, 2.5" Superpave WMA Binder Course & 1.5" Superpave WMA Wearing Course) as shown by Green Highlight

Note 3 - Commerce Drive & Pinetown Road Improvements

a. Revise Bohler Eng. Site Plan to show Existing Pavement Markings
b. Maintain Ultimate Right-of-Way as shown on Bohler Eng. Site Plan dated 11/12/2015

Note 4 - Commerce Drive, Delaware Drive & Pinetown Road Traffic Signal Improvements

a. Revise Bohler Eng. Site Plan to show Existing Pavement Markings
b. Determine if Timing Adjustments are required for Interim Condition

Note 5 - Commerce Drive Interim Condition to be Installed by LifeTime Fitness

a. Install Interim Curb on Commerce Drive as shown by Green Highlight with 25' Radius (not 40')
b. Install Commerce Drive driveway and crosswalk as shown by Bohler Eng. Site Plan dated 11/12/15
c. Depress 12' multi-use trail with 8% downslope at driveway
d. Grant Temporary Construction Easement Rights to Upper Dublin Township within the area identified as the "30.0 WIDE TRAIL EASEMENT" for the Fort Washington Cross County Trail & Road Diet Project. Also grant same Temporary Construction Easement along the length of the Commerce Drive Interim Driveway.

Note 6 - Shared Driveway Section to be Installed by LifeTime Fitness

a. Revise Bohler Eng. Site Plan to install Shared Driveway as shown by Blue Highlight
b. Grant Temporary Construction Easement Rights to Upper Dublin Township within the area identified as the "25.0 PARKING & BUILDING SETBACK" along the south property line adjacent to Unit 55 Block 50 parcel (335 Commerce Drive) for the Fort Washington Cross County Trail & Road Diet Project.

Note 7 - Delaware Drive Temporary Construction Easement

a. Grant Temporary Construction Easement Rights to Upper Dublin Township within the Delaware Drive area between the Legal Right-of-Way and the new 5' sidewalk for future Upper Dublin Township project.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA

RESOLUTION NO. 16- 2214

LAND DEVELOPMENT APPLICATION U.D. NO. 13-12 FOR PRELIMINARY/FINAL LAND DEVELOPMENT/SUBDIVISION APPROVAL FOR THE RESIDENTIAL DEVELOPMENT KNOWN AS "WASHINGTON MANOR"

WHEREAS, Spring House Land, Inc. ("Developer") is the owner of a property located at 1901 Pennsylvania Avenue, partially in Upper Dublin Township and partially in Springfield Township, comprising approximately 33.06 acres of land (the "Property"); and,

WHEREAS, the Property is bordered by Dreshertown Road, Camp Hill Road and Pennsylvania Avenue; and,

WHEREAS, the tract was the subject of a 3-lot subdivision of the original 52.59 acre tract in 2012, with lot 2 now owned by the Wissahickon Valley Watershed Association; and,

WHEREAS, the Property is located in the A Residential Zoning District and designed according to the Open Space Preservation Overlay Zoning District, Article XXVIII; and,

WHEREAS, the Developer has set aside 35.96 acres to remain open space, including 19.22 acres that was part of the tract and is now owned by the Wissahickon Valley Watershed Association; and,

WHEREAS, the Developer desires to construct 43 new single family homes, plus a lot for the Emlen House (lot 44), a private 18th century estate that served as Gen. George

Washington's headquarters during the winter of 1777, which property will be preserved and sold as part of the development (the "Project"); and,

WHEREAS, the Property will be developed pursuant to Preliminary Land Development Plans prepared by Charles E. Shoemaker, Inc., Consulting Engineers and Surveyors, dated January 28, 2015, last revised on September 30, 2015, consisting of sheets 1 through 48, together with a Steep Slope Disturbance Plan and an Enlarged Grading Plan prepared by Charles E. Shoemaker, Inc., Consulting Engineers and Surveyors, each dated June 19, 2015, an Existing Drainage Plan and a Proposed Drainage Plan prepared Charles E. Shoemaker, Inc., Consulting Engineers and Surveyors, dated January 28, 2015, last revised September 30, 2015, supplemental Landscape, Tree Survey and Lighting Plans prepared by McCloskey & Faber, Inc., dated September 30, 2015, consisting of sheets L-0 through L-11, supplemental Pennsylvania Department of Transportation ("PennDOT") Plans prepared by Pennoni Associates, Inc., undated, consisting of sheets 1 through 34, and a plan titled "Parcel Exchange Plan" prepared by Charles E. Shoemaker, Inc. Engineers and Surveyors, sheet 1 of 1, dated February 8, 2016 ("Parcel Exchange Plan") (collectively, the "Plans"), all of which are incorporated herein by reference and expressly made a part hereof; and,

WHEREAS, the Developer also submitted as part of the application an Erosion and Sediment Control Narrative prepared by Charles E. Shoemaker, Inc., Consulting Engineers and Surveyors, dated September 30, 2015, and a Post Construction Stormwater Management Narrative prepared by Charles E. Shoemaker, Inc., Consulting Engineers and Surveyors, dated September 30, 2015, said reports hereinafter referred to as the "Reports," both of which are incorporated herein by reference and expressly made a part hereof; and,

WHEREAS, the Developer's predecessor in interest, Fort Washington Properties, Inc., obtained Conditional Use approval for the Property on December 9, 2008, authorizing grading in the Floodplain Conservation District for the purpose of constructing a paved walking trail, a copy of which is attached as Exhibit "A," incorporated by reference and expressly made a part hereof; and,

WHEREAS, Developer received a Variance from the Zoning Hearing Board on December 28, 2015, authorizing grading and construction in the floodplain buffer to install a 30" stormwater pipe, rip-rap and rain garden, a copy of which is attached as Exhibit "B," incorporated by reference and expressly made a part hereof; and,

WHEREAS, as part of the development and restoration of the Emlen House, Developer intends to complete a land swap with the Wissahickon Valley Watershed Association, whereby the Wissahickon Valley Watershed Association conveys to the Developer an approximate 4,999 square foot parcel of land, commonly known as the "Circle Garden," in exchange for an approximate 9,086 square foot parcel of land owned by the Developer, which land swap has been approved by the County of Montgomery and is shown on the Parcel Exchange Plan prepared by Charles A. Shoemaker, Inc. Engineers and Surveyors, dated February 8, 2016, attached hereto as Exhibit "C," incorporated by reference and expressly made a part hereof; and,

WHEREAS, the developer desires to obtain preliminary/final land development/subdivision approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary/final approval of the land development as shown on the Plans subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The development shall be constructed in strict accordance with the Plans, the Plan comments and details, the Reports, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.

3. The Developer will provide security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements and landscaping shown on the Plans.

4. All utilities serving the structures proposed to be built on the property shall be placed underground.

5. The Developer shall comply with all conditions set forth in the review letter of the Township Engineer, Metz Engineers, dated November 11, 2015 (except as modified in this paragraph 5), the Township Lighting Consultant's letter dated October 26, 2015, and the Township Traffic Consultant, Boles, Smyth Associates, Inc.'s letter dated November 17, 2015 (except as modified in paragraph 8 below). With respect to paragraph 11 of the Metz Engineer's November 11, 2015 letter, Developer shall provide to the Township Engineer for his approval the legal descriptions for the open space areas, easements, rights of way, walking trails and the internal roads prior to the Plans being recorded. Legal descriptions and geometric closures for the individual lots shall be provided to the Township prior to the conveyance of the individual lots/homes.

6. The Developer shall offer in recordable form, subject to the approval of the Township Solicitor, a Declaration of Covenants and Restrictions binding all of the lots in the development to the development plan, prohibiting the subdivision of the tract into a greater

number of lots, and creating a Homeowners Association for the perpetual maintenance of the neighborhood open space, the trails, the retaining walls, the Belgian block curbs and the stormwater management facilities.

7. The Developer has requested waivers of the Subdivision and Land Development Ordinance ("SALDO") and other township ordinances. The requested waivers are hereby granted or granted with conditions, as follows:

(a) A waiver from Section 212-15B of the SALDO, requiring road widening for Dreshertown Road, Pennsylvania Avenue and Camp Hill Road. The waiver is granted.

(b) A waiver from Section 212-15 of the SALDO, to allow residential streets to be 26' wide cartways with a right-of-way of 40', less than the required 30' wide cartway with a 50' right-of-way as required by the Engineering and Construction Standards and Improvement Procedures ("ECSIP"). This waiver is granted.

(c) A waiver from Section 212-16.A(1) of the SALDO, to allow lot 22 to have a driveway less than 40' from the street intersection. This waiver is granted.

(d) A waiver from Section 212-18 of the SALDO, which requires sidewalks along public and private streets, to allow a bituminous walking path sidewalk on one side of Dreshertown Road, Pennsylvania Avenue and Camp Hill Road, and sidewalks only on one side for the new streets. This waiver is granted.

(e) A waiver from Section 212-19 of the SALDO, which requires concrete curb along all public streets, to allow Belgian block curbs on roads A, B, and C. This waiver is granted, provided the Homeowners Association maintains, repairs and replaces the Belgian block curbs as needed.

(f) A waiver from Section 212-23B of the SALDO, which requires a maximum slope for excavation or fill to be 3:1, to allow side slopes to approach 2.5:1 at FES No. 9, and 2:1 side slopes on swale 5B adjacent to the head wall. This waiver is granted.

(g) A waiver from the requirement of Section 212-32F.(5)(c) of the SALDO, which prohibits trees in a basin, to allow both existing trees and proposed replacement trees from Springfield Township to be located in the Detention Basin. This waiver is granted.

(h) A waiver from Section 212-32F.(6)(c)(2) of the SALDO, which requires a ratio of 3 shade trees per unit, to allow a mixture of shade trees, ornamental trees and shrubs in excess of the allowable ratios. This waiver is granted.

(i) A waiver from Section 212-32I. of the SALDO, which provides a list of acceptable plant material, to permit certain shrub and tree species not included on the recommended list subject to review and approval of the Township's Landscape Consultant. This waiver is granted.

(j) A waiver from Section 206-22 of the Storm Water Management Ordinance, which prohibits aboveground stormwater management facilities within 20' of a front, side or rear property line or existing building, to allow a bio-retention basin and rain gardens to be built within 20' of a front, side, or rear property line or existing building. This waiver is granted.

(k) A waiver from Section 102-D(4) of the Storm Water Management Ordinance, which requires Detention Basins to return to normal conditions within 24

hours after termination of the storm, to allow the Detention Basin to return to normal conditions in 36 hours for the one (1) year storm event. This waiver is granted.

(l) A waiver from Section IIA.2.a.(1)(a) of the ECSIP, which limits the maximum allowable length of a cul-de-sac to 500'. This waiver is granted.

(m) A waiver from Sections 99-12 and 99-13 of the Grading and Excavation Ordinance, which prohibits slopes greater than 3:1, to allow the use of 2:1 slopes. This waiver is granted.

8. Developer at its sole cost and expense shall design and construct on-site and off-site traffic improvements, and make a capital contribution to the Township, as follows:

(a) For the proposed Pennsylvania Avenue site driveway, Developer will revise the PennDOT Plans prepared by Pennoni Associates in conformance with the Boles, Smyth Associates, Inc. November 17, 2015 letter and the sketch titled "Attachment 'A' 11/17/15 Jack Smyth, Jr. P.E. Review," attached hereto as Exhibit "D" and incorporated herein by reference. Developer will work in cooperation with the Township and PennDOT to design a driveway configuration that is satisfactory to both parties, and shall construct the Pennsylvania Avenue site driveway upon the issuance of a Highway Occupancy Permit by PennDOT.

(b) For the intersection of Camp Hill Road and Dreshertown Road, Developer will revise the PennDOT Plans prepared by Pennoni Associates to include a multi-way Stop control at the intersection, and a channelized right-turn yield movement on the northbound approach of Camp Hill Road, as shown on the undated plan, sheet 18 of 34, titled "Pavement Marking and Signage Plan," attached hereto as Exhibit "E," and incorporated herein by reference. Developer also will design ADA compliant pedestrian facilities for the southeast corner of the intersection and the channelization island area to facilitate the crossing of Camp

Hill Road. Developer will work in cooperation with the Township and PennDOT to design the intersection improvements in a manner satisfactory to both parties, and shall construct the improvements to the intersection of Camp Hill Road and Dreshertown Road upon the issuance of a Highway Occupancy Permit by PennDOT.

(c) For the existing daycare center driveway, Developer will design a relocation of the driveway to align with Dreshertown Road as shown on the aerial photograph sketch plan attached hereto as Exhibit "F," which plan is incorporated by reference. The design will include a new alignment, profile and radii within the existing PennDOT right-of-way, as well as ADA compliant pedestrian facilities on the western side of Camp Hill Road to compliment the ADA compliant pedestrian facilities on the eastern side of the intersection. The design also will include a new sidewalk along the driveway to connect the intersection with the site parking lot, and along Camp Hill Road from the driveway to the north in order to connect the intersection with the existing sidewalk at Shelly Lane. The design of the relocated daycare center driveway beyond the PennDOT right of way is dependent on gaining access to the daycare center property to obtain supplemental survey information. Developer will work in cooperation with the Township and PennDOT to redesign the daycare center driveway in a manner satisfactory to both parties, and obtain a Highway Occupancy Permit from PennDOT. Developer shall prepare and provide to the Township construction drawings for the relocated driveway upon issuance of the Highway Occupancy Permit from PennDOT.

(d) A Thirty Thousand Dollar ($30,000.00) off-site traffic improvement contribution, payable thirty (30) days from the date the Development Agreement is executed, to be used by the Township to construct the redesigned daycare center driveway identified in subparagraph (c) above.

(e) The Township acknowledges that PennDOT may require two or three separate Highway Occupancy Permits for the improvements described in subparagraphs 8(a) – 8(c) above, and that the Township will be the permittee or a co-permittee on the Highway Occupancy Permit required for the improvements described in subparagraph 8(c).

9. Developer at its sole cost and expense shall construct an 8' bituminous multi-purpose recreational trail along Dreshertown Road, Pennsylvania Avenue and Camp Hill Road, as shown on the Plans, connecting the development to the Wissahickon Valley Watershed Association open space, and construct a stone based parking lot at the trail head located on the Wissahickon Valley Watershed Association property. The trail shall be constructed on or before December 31, 2017.

10. Developer shall make an open space contribution to Upper Dublin Township in the amount of One Thousand, Five Hundred Dollars ($1,500.00) per home or dwelling unit, or Sixty Six Thousand Dollars ($66,000.00) in the aggregate, as required by Ordinance No. 1111, as adopted by Upper Dublin Township on July 8, 2003, Chapter 110-13(d) of the Township Code. Payment shall be made on a per home/dwelling unit basis, payable to Upper Dublin Township at the time of Building Permit application.

11. Developer's final design and installation of streetlights is subject to the review and approval of the Township Engineer and the Township's Public Works Department.

12. Developer shall revise the record plans to reflect the land swap between the Developer and the Wissahickon Valley Watershed Association as shown on the Parcel Exchange Plan, Exhibit C. Prior to obtaining a building permit for the Project, the land swap shall be completed and the deeds recorded. Satisfactory proof of the land swap shall be submitted to the Township and approved by the Township Solicitor.

13. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

14. With respect to the conditions set forth in paragraphs 6 and 7(e) above, the applicant shall assure compliance by executing and recording a Declaration of Covenants and Restrictions, running with the land, in a form acceptable to the Township Solicitor.

15. The Township will accept dedication of the roads internal to the development and located in both Upper Dublin Township and Springfield Township, provided the Township can obtain liquid fuels money pursuant to the Liquid Fuels Tax Act, Act 655 of 1956, 72 P.S. §§ 2615.1-2615.4. Upon the Township's acceptance of dedication of the roads internal to the development, the Township will be responsible for snow removal, and trash and recycling pick up.

16. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 9th day of February, 2016.

UPPER DUBLIN TOWNSHIP

BY: _____
IRA S. TACKEL, President

Attest: _____
PAUL A. LEONARD, Secretary

Exhibit "A"
Upper Dublin Township Conditional Use Approval dated December 9, 2008

#1998

upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034-1697
Phone: (215) 643-1600
Fax: (215) 542-0797
www.upperdublin.net

JULES J. MERMELSTEIN
President

IRA S. TACKEL
Vice President

ROBERT J. PESAVENTO
CHESTER H. DERR, III
RONALD P. FELDMAN
STANLEY J. ROPSKI
SHARON L. DAMSKER

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

December 10, 2008

Carl N. Weiner, Esquire
HRMM&L
P. O. Box 1479
Lansdale, PA 19446-0773

Re: Fort Washington Properties, LP
Camphill Road and Pennsylvania Avenue
Upper Dublin Township
Application No. 1998
Conditional Use Hearing

Dear Mr. Weiner:

Enclosed please find a copy of the Memorandum Findings of Fact, Opinion and Order for distribution to your client with respect to the Conditional Use Decision of the Board of Commissioners on December 9, 2008 on the Conditional Use Application of the above referenced property.

Very truly yours,

Paul A. Leonard
Township Manager

PAL/ln

Enclosure

CCS: Gilbert P. High, Esq. (w/enc.)
R. Barton (w/enc.)
J. Wert (w/enc.)

BEFORE THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP

In re: Application of
Fort Washington Properties, LP

Property: 54.28 Acres – Camp Hill Rd. & Pennsylvania Avenue.

MEMORANDUM FINDINGS OF FACT, OPINION AND ORDER

An application for conditional use approval was heard before the Board of Commissioners of Upper Dublin Township on November 25, 2008, after due advertisement. The Applicant seeks approval under Section 255-165(G) of the Upper Dublin Township Code to permit the grading of an area within the Floodplain Conservation District and the construction of a paved trail system.

FINDINGS OF FACT

1. The property which is the subject of this conditional use application is located at the intersection of Camp Hill Road and Pennsylvania Avenue. The property is the former Piszek estate, contains 54.28 acres, and is in the A-Residence zoning district. The Applicant intends to retain estate buildings on the property, to redevelop the remainder into estate homes and carriage homes, and to set aside a portion of the eastern end of the property, to the Montgomery County Lands Trust and Wissahickon Valley Watershed for conservation purposes (the "Conservation Area").

2. The Conservation Area, which comprises about 25% of the total tract, will contain a walking trail the construction of which will require some minor grading with the

Floodplain Conservation District, thus the need for conditional use approval. Only about 800 feet of the trail will be within the Floodplain Conservation District. The trail will generally follow the contour of the natural ground, but minor grading will be needed to construct the trail itself because it will have a stone bed and paving material which together will be about 4 inches thick. The trail surface will be at ground level.

3. Originally the Applicant had not intended to pave the trail. However this trial will be part of an extensive trail system the balance of which will be paved and thus Montgomery County is requiring that this portion be paved as well.

4. A Homeowners Association will be created to assume maintenance responsibilities for the common areas. The Association will maintain the portion of the trail that extends over the tract as well.

5. The minor grading required will not impact upstream or downstream owners nor will it substantially alter the cross-section profile of the floodplain at the location of the proposed use. The trail will be located so as to offer the minimum obstruction to the flow of water and will ge designed to have a minimal effect upon the flow and height of floodwater.

6. The general welfare of the public will be enhanced by the trail, which will be open to the general public.

7. This application has the approval of the Upper Dublin Planning Commission and the Upper Dublin Parks and Recreation Department.

DISCUSSION

Grading within the Floodplain Conservation District is permitted by § 255-165(G) of the Upper Dublin Township Code upon the grant of a conditional use by the Board of Commissioners provided a plan indicating the fill or material proposed to be deposited by the grading or regrading of land is filed with the Township; and provided that fill or other materials disturbed during the grading process will be protected against erosion by riprap, vegetation cover or bulkheading. The Board of Commissioners may grant conditional use approval provided the following general standards are met:

> § 255-167. Standards for conditional use or variance, generally
>
> A. The Board of Commissioners and Zoning Hearing Board shall exercise discretion in allowing only those uses which are substantially in accord with the stated objectives in § 255-160 herein. The applicant shall demonstrate to the Board of Commissioners, in considering conditional uses, and the Zoning Hearing Board, in considering variance exceptions or variance applications, the following:
>
> (1) The effect of the use shall not substantially alter the cross-section profile of the stream and floodplains at the location of the proposed use.
>
> (2) Lands abutting the waterway, both upstream and downstream, shall not be unreasonably affected by the proposed use.
>
> (3) The general welfare or public interest of Upper Dublin Township or other municipalities in the same watershed shall not be adversely affected.

Two of the stated objectives set forth in § 255-160 are: (1) To protect those individuals who might choose, despite the flood dangers, to develop or occupy land in a floodplain; and (2) to protect adjacent landowners and those both upstream and downstream from damages resulting from development within a floodplain and the consequent obstruction or increase in flow of floodwaters.

As noted in the Findings of Fact above, the minor grading to be carried out in conjunction with construction of that portion of the trail that is within the Floodplain Conservation District (approximately 800 feet) will not negatively impact upstream or downstream owners. Furthermore, the public benefit from construction of an all weather trail available to the general public through the attractive open space conservation areas on this property will be substantial. Therefore the following order is appropriate.

ORDER

AND NOW, this 9th day of December, 2008, the application of Fort Washington Properties, LP for conditional use to grade within the Floodplain Conservation District crossing the former Piszek Estate for the purpose of constructing a paved walking trail is granted.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: _____
Jules J. Mermelstein, President

ATTEST:

Paul A. Leonard, Township Manager/Secretary

Exhibit "B"
Zoning Hearing Board Variance Dated December 28, 2015

FILE

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA
ZONING HEARING BOARD

December 29, 2015

Carl N. Weiner, Esquire
Hamburg, Rubin, Mullin & Maxwell & Lupin, P.C.
375 Morris Road
P.O. Box 1479
Lansdale, PA 19446-0773

Re: Application of Spring House Land, Inc.
Application #2176
Property Address: 1901 Pennsylvania Avenue
Hearing Date: December 28, 2015

Dear Mr. Weiner:

This is to advise you that the Upper Dublin Zoning Hearing Board at its public hearing held on December 28, 2015, GRANTED your client's request for a variance from Section 255-161.E to perform construction in the floodplain buffer in order for your client to install a 30" stormwater pipe, rip-rap and rain garden with related grading. This construction is associated with the proposed subdivision of the Piszek Tract, zoned 'A' Residential.

The variance was granted based upon the testimony and exhibits presented at the time of the hearing.

This is not to be considered the grant of a Building Permit or other permit that may be required under Code of Upper Dublin Township.

Reference is made to Section 255-180 of the Zoning Code regarding expiration of variances that have been granted.

If you disagree with this Decision in any way you have thirty days from the date of the mailing of this Decision within which to take an appeal of this Decision to the Court of Common Pleas of Montgomery County, Pennsylvania.

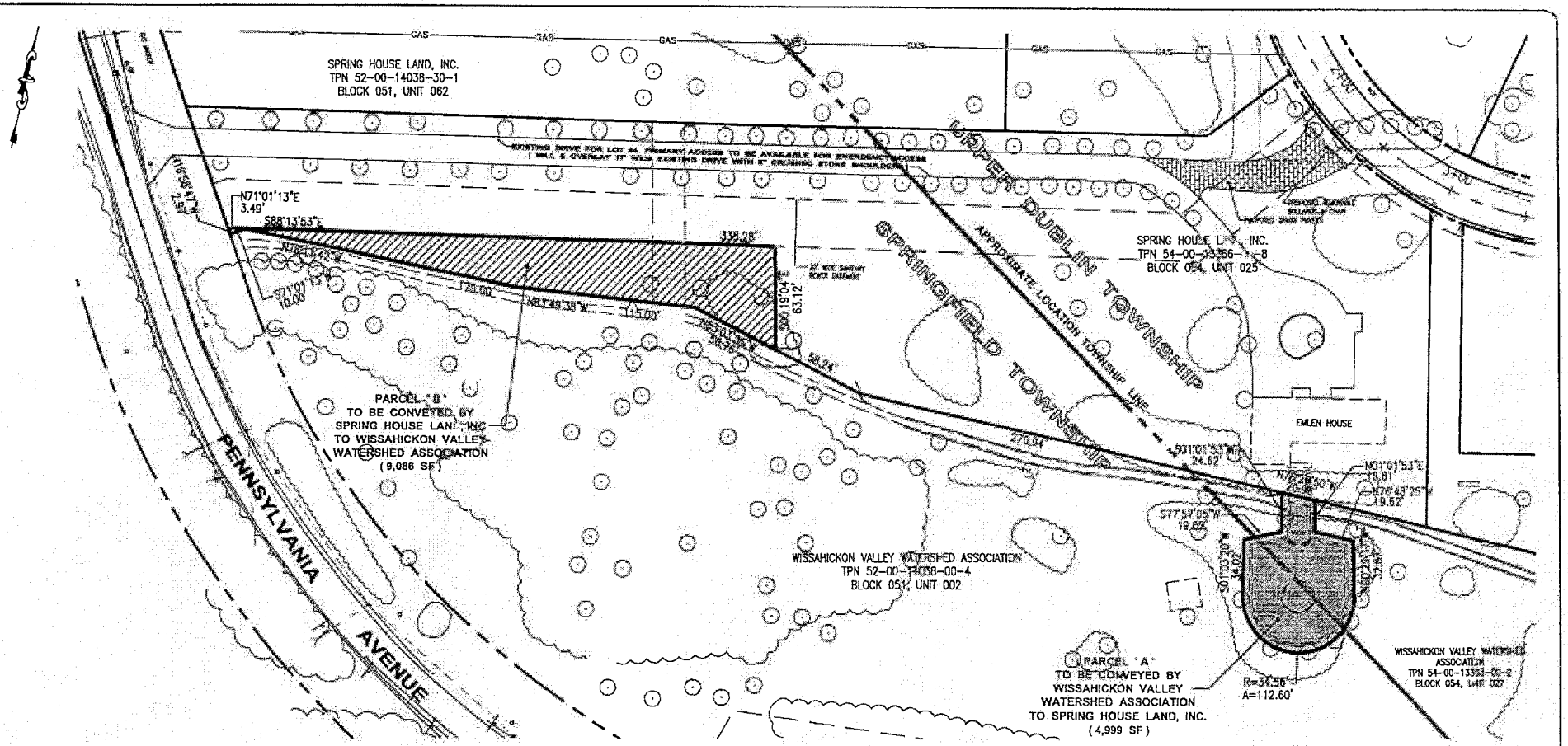
THE DATE OF MAILING OF THIS DECISION IS Dec. 30, 2015.

Very truly yours,

LEONARD KARP
Chairman

KMT/

Exhibit C"
Parcel Exchange Plan, prepared by
Charles E. Shoemaker, Inc., February 4, 2016, Sheet 1 of 1



CHARLES E. SHOEMAKER, INC.
ENGINEERS & SURVEYORS
1007 EDGE HILL ROAD ABINGTON, PA. 19001
PHONE: 215-887-2165 FAX: 215-576-7791
EMAIL: staff@ceshoemaker.com

Scale: 1" = 60'

0 30' 60' 120'

PARCEL EXCHANGE PLAN

PREPARED FOR

WASHINGTON MANOR

UPPER DUBLIN & SPRINGFILED TOWNSHIPS, MONTGOMERY COUNTY, PA.

PREPARED FOR

SPRING HOUSE LAND, INC.

JOB NO.	DWG. NO.
26235	
DATE	REVISED
2-8-16	

Exhibit "D"
Sketch titled "Attachment 'A' 11/17/15 Jack Smyth, Jr P.E. Review"

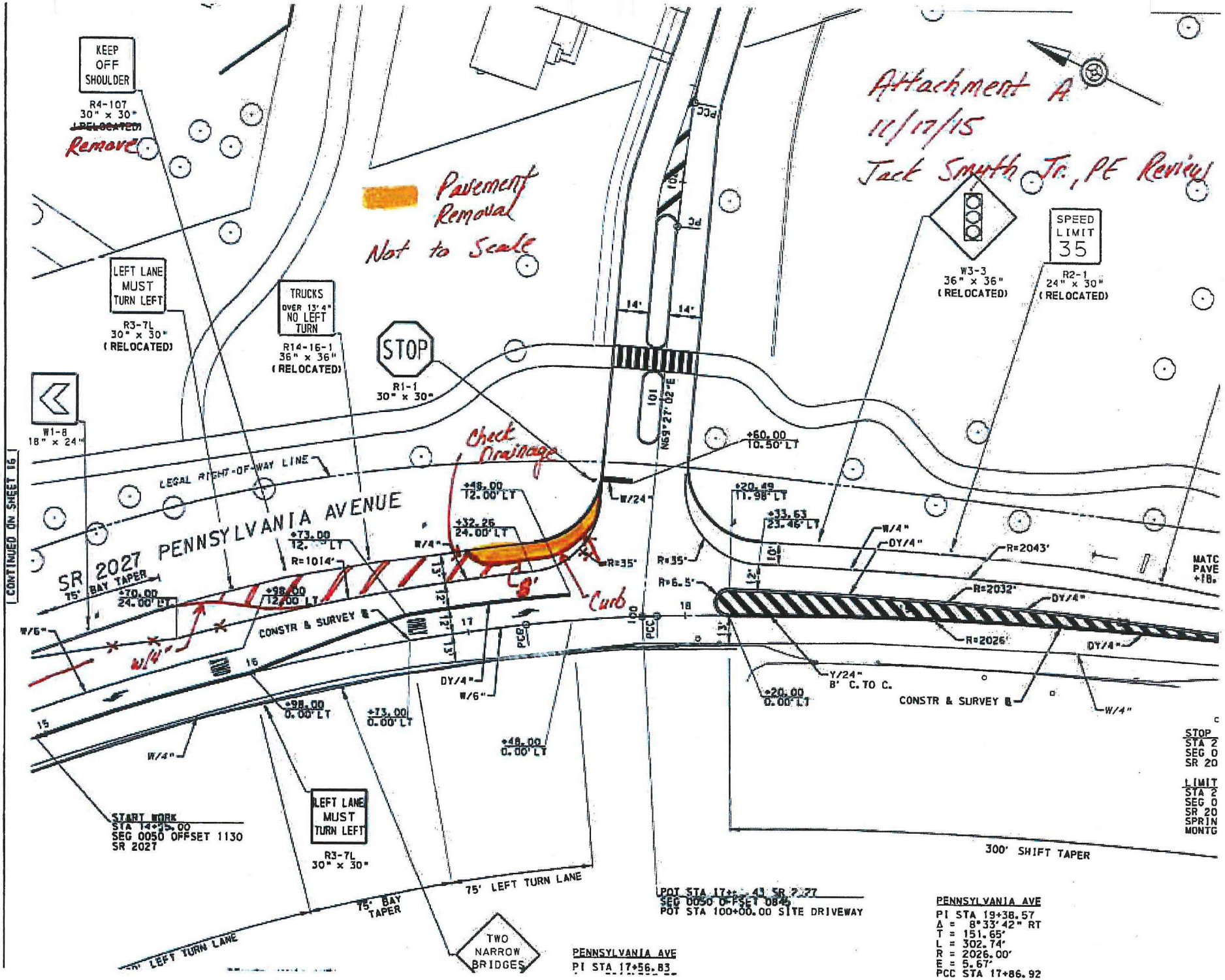
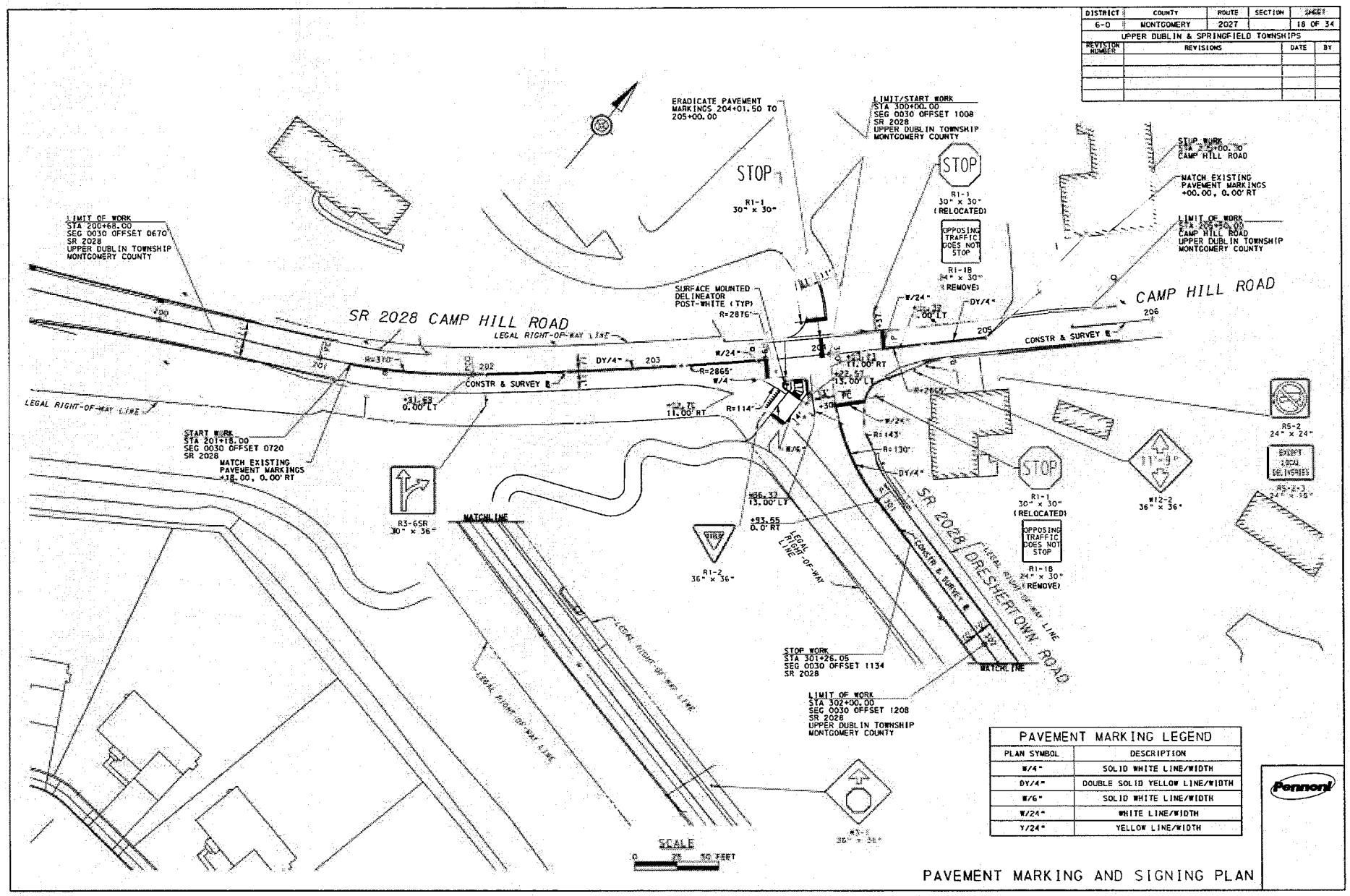

Attachment A
11/17/15
Jack Smyth Jr., PE Review
Pavement Removal
Not to Scale
KEEP OFF SHOULDER
R4-107
30" x 30"
(RELOCATED)
Remove
LEFT LANE MUST TURN LEFT
R3-7L
30" x 30"
(RELOCATED)
TRUCKS OVER 13' 4" NO LEFT TURN
R14-16-1
36" x 36"
(RELOCATED)
STOP
R1-1
30" x 30"
W1-8
18" x 24"
W3-3
36" x 36"
(RELOCATED)
SPEED LIMIT 35
R2-1
24" x 30"
(RELOCATED)
CONTINUED ON SHEET 16
LEGAL RIGHT-OF-WAY LINE
SR 2027 PENNSYLVANIA AVENUE
Check Drainage
Curb
CONSTR & SURVEY ℄
75' BAY TAPER
75' LEFT TURN LANE
300' SHIFT TAPER
START WORK
STA 14+95.00
SEG 0050 OFFSET 1130
SR 2027
LEFT LANE MUST TURN LEFT
R3-7L
30" x 30"
TWO NARROW BRIDGES
PENNSYLVANIA AVE
PI STA 17+56.83
POT STA 17+.. 43 SR 2027
SEG 0050 OFFSET 084
POT STA 100+00.00 SITE DRIVEWAY
PENNSYLVANIA AVE
PI STA 19+38.57
Δ = 8°33'42" RT
T = 151.65'
L = 302.74'
R = 2026.00'
E = 5.67'
PCC STA 17+86.92
STOP
STA 2
SEG 0
SR 20
LIMIT
STA 2
SEG 0
SR 20
SPRIN
MONTG
MATC
PAVE
+18.
R=2043'
R=2032'
R=2026'
R=1014'
R=35'
R=6.5'
+73.00 12.00' LT
+98.00 12.00' LT
+70.00 24.00' LT
+48.00 12.00' LT
+32.25 24.00' LT
+60.00 10.50' LT
+20.49 11.98' LT
+33.63 23.46' LT
+20.00 0.00' LT
+98.00 0.00' LT
+73.00 0.00' LT
+48.00 0.00' LT
W/24
W/4"
W/6"
DY/4"
Y/24" B' C. TO C.
N69°27'02"E

Exhibit "E"
Pennoni Associates undated plan, sheet of 18 of 34,
titled "Pavement Marking and Signing Plan"

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	2027		18 OF 34
UPPER DUBLIN & SPRINGFIELD TOWNSHIPS				

REVISION NUMBER	REVISIONS	DATE	BY



PAVEMENT MARKING LEGEND	
PLAN SYMBOL	DESCRIPTION
W/4"	SOLID WHITE LINE/WIDTH
DY/4"	DOUBLE SOLID YELLOW LINE/WIDTH
W/6"	SOLID WHITE LINE/WIDTH
W/24"	WHITE LINE/WIDTH
Y/24"	YELLOW LINE/WIDTH

Pennoni

PAVEMENT MARKING AND SIGNING PLAN

Exhibit "F"
Existing Daycare Center Driveway Realignment Aerial Photograph Sketch

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 16-2215

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, That

WHEREAS, In 1872, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our township increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners does hereby proclaim April 29, 2016 as

ARBOR DAY

in the Township of Upper Dublin, and urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

RESOLVED, this 9th day of February, 2016.

ATTEST:

Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By:
Ira S. Tackel, President

RESOLUTION NO. 16-2216

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania that

WHEREAS, BY VIRTUE OF Resolution No. 1519 adopted February 8, 1994, the Township of Upper Dublin declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved on December 16, 2008 as amended July 23, 2009, and,

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality; NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

POLICE DEPARTMENT

- Arrest Logs: 2010-2012
- Crash Reports (Reportable and Non-Reportable (i.e. Paper duplicates of electronic records): 1997-2015
- Custody Release: 2010-2013
- Detainee Intake Information Records: 2010-2012
- Detainee Supervision Sheets: 2011-2012
- Pennsylvania Traffic Citations (i.e. Paper duplicates of electronic records): 2001-2015
- Vehicle Lock-Out Releases: 2010-2012

The above list represents (13) thirteen cubic feet of documents.

ADOPTED this February 9, 2016.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: _____
Ira S. Tackel, President

Attest:

_____
Paul A. Leonard, Secretary

Intermunicipal Collaboration Resolution for a

Wissahickon Creek Watershed Alternative Plan

to EPA's Total Phosphorous TMDL

TOWNSHIP OF UPPER DUBLIN RESOLUTION NO.

16-2217

A RESOLUTION TO AUTHORIZE AN INTERMUNICIPAL COLLABORATION WITH OTHER MONTGOMERY AND PHILADELPHIA COUNTY MUNICIPALITIES AND WASTEWATER TREATMENT PLANT OPERATORS FOR THE FUTURE DEVELOPMENT OF A PLAN FOR AN ALTERNATIVE TO THE EPA TOTAL MAXIMUM DAILY LOAD FOR THE WISSAHICKON CREEK WATERSHED.

Municipalities:

Abington Township
Ambler Borough
Cheltenham Township
Horsham Township
Lansdale Borough
Lower Gwynedd Township
Montgomery Township
North Wales Borough
Philadelphia County
Springfield Township
Upper Dublin Township
Upper Gwynedd Township
Upper Moreland Township
Whitemarsh Township
Whitpain Township
Worcester Township

Abington Township Wastewater Treatment Plant
Ambler Borough Wastewater Treatment Plant
Upper Gwynedd Township Wastewater Treatment Plant
Upper Dublin Township Wastewater Treatment Plant (BCWSA)

WHEREAS, Counties, Municipalities and Wastewater Treatment Plant Operators, when not inconsistent with state or federal law, are authorized to oversee and regulate trade, commerce, and the use of public streets, ways, utilities and property within their jurisdictions; and

WHEREAS, the Intergovernmental Cooperation Act (Act of July 12, 1972, P.L. 762, as amended, 53 P.S. §481, et seq.), permits Municipalities, Counties and Wastewater Treatment Plant Operators to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

WHEREAS, Counties and Municipalities, as well as the provisions of Pennsylvania's Intergovernmental Cooperation Law, provide for intergovernmental cooperation between and among municipalities in the exercise or performance of their respective governmental functions, powers and responsibilities and authorize joint agreements as may be deemed appropriate for such purposes; and

WHEREAS, The Wissahickon Creek has been designated as impaired under Section 303(d) of the Clean Water Act, and has been assigned a Total Maximum Daily Load (TMDL) per (40 CFR 130.2 and 130.70) and individual wasteload allocations (WLAs) for point sources and load allocations (LAs) for nonpoint sources; and

WHEREAS, The municipalities located in the Wissahickon Creek watershed are obligated under the PADEP's MS4 and NPDES programs to develop and implement a stormwater management plan, and comply with their Sewage Facilities Plan, including TMDL limits, which contain the strategies to meet the municipality's MS4, NPDES and TMDL obligations. It is recognized that the municipal plans will have greater effectiveness and efficiencies if they are coordinated with and incorporated into an Alternative TMDL plan; and

WHEREAS, The EPA's New Long-Term Vision for the 303(d) Program allows for alternative methodologies to the proposed TMDL that incorporates broader, more comprehensive and adaptive management strategies that are tailored to this watershed's specific circumstances. The Counties, Municipalities and Wastewater Treatment Operators have considered that developing an Alternative TMDL Plan to satisfy the overall intent of the proposed EPA TMDL pollutant reductions to improve the biological integrity of the watershed is a justified and necessary action; and

WHEREAS, the impacted Municipalities in Montgomery and Philadelphia Counties and the Wastewater Treatment Plant Operators recognize that watersheds cross municipal boundaries and a coordinated planning effort is to the benefit of all Municipalities and Counties and that it is in the best interest of their property owners to cooperate in the development of an Alternative to the proposed EPA TMDL through participation in this collaborative effort.

WHEREAS, the Municipalities and Wastewater Treatment Plant Operators recognize that the coordination of services and sharing of information would enable each Municipality to minimize the costs of the administration and implementation of an Alternative Plan; and

NOW THEREFORE, BE IT RESOLVED as follows:

The Township of Upper Dublin desires to authorize its appropriate officers to enter into a collaborative partnership with other Wissahickon Creek municipalities to advance the development of an alternative plan to the proposed EPA TMDL with terms to be formalized in a future Inter-municipal Agreement.

BE IT FURTHER RESOLVED, that this collaboration strategy by and between Township of Upper Dublin, a Township of the First Class, and a municipal corporation organized under the laws of Pennsylvania with its municipal offices located in Upper Dublin Township, Montgomery County, Pennsylvania, and various other local participating Boroughs and Townships and Wastewater Treatment Plant Operators within the Commonwealth of Pennsylvania, to represent the municipal interests in the creation of a future Alternative Plan to the proposed EPA TMDL for the Wissahickon Watershed.

I HEREBY CERTIFY that this Resolution was adopted by the Township of Upper Dublin at its public meeting held on the 9th day of February, 2016.

TOWNSHIP OF UPPER DUBLIN

Attest:

By: _____

Ira S. Tackel, President Board of Commissioners

_____

Paul A. Leonard, Secretary

RESOLUTION NO. 16-2218

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN OF MONTGOMERY COUNTY, PENNSYLVANIA AUTHORIZING JOHNSON CONTROLS TO OBTAIN AN INVESTMENT GRADE ENERGY AUDIT OF THE TOWNSHIP'S ENERGY USAGE IN ACCORDANCE WITH THE DVRPC REGIONAL STREET LIGHTING PROCUREMENT PROGRAM.

WHEREAS, The Township of Upper Dublin, a Township located in Montgomery County, Pennsylvania (hereinafter the "Township"); and,

WHEREAS, Johnson Controls, Inc. (hereinafter "Johnson Controls") is a corporation serving energy needs in Pennsylvania and this corporation has made a presentation to the Township on February 23, 2016 regarding its ability to obtain beneficial programs for the Township, including the possibility of Guaranteed Energy Savings Contracts and Cooperative Purchasing pursuant to Act 39 of 2010 and Act 77 of 2004, respectively; and

WHEREAS, the aforementioned statutes permit the Township to contract with Johnson Controls, and to cooperate in the review of information needed to determine whether to enter into a contract with Johnson Controls; and,

WHEREAS, Johnson Controls has requested that the Township pass a Resolution establishing that the Township will work to develop an Investment Grade Audit (IGA) with Johnson Controls. If JCI conducts an Investment Grade Audit, the Township will have an obligation to pay JCI the ESCO break fee as outlined in the Guaranteed Savings Agreement incurred in connection with conducting the Investment Grade Audit, but the Township will have no obligation to proceed with the Project at any time prior to the date on which it agrees to the final schedules to the Guaranteed Savings Agreement (the "**Schedules**"), and, in its sole discretion, may determine whether or not to proceed with the Project until such time as it approves such Schedules.

WHEREAS, Johnson Controls is willing to work diligently and in a timely manner to develop the IGA as well as to provide adequate and qualified resources as necessary; and,

WHEREAS, the Township has already shared information with Johnson Controls to assure that the deadlines referenced below will be met.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Township hereby authorizes the Township to participate in the Program; and it is

FURTHER RESOLVED that the Board of Commissioners of the Township hereby appoints JCI as its qualified provider and will make its Preliminary Audit publicly available; and it is

FURTHER RESOLVED that the Board of Commissioners of the Township hereby authorizes the Township to enter into the Guaranteed Savings Agreement with JCI, such agreement to be in substantially the same form of the draft attached as Exhibit A hereto, with such changes therein as the Township Manager or designee (an "**Authorized Person**") shall approve, to be conclusively established by the Authorized Person's execution of such agreement; and it is

FURTHER RESOLVED that the Township agrees to assist Johnson Controls in performing an Investment Grade Audit (IGA) with the understanding that Johnson Controls agrees to work with the Township in accordance with the timeline established below to create the IGA. It is further explicitly understood that thereafter, the Township will be under no obligation to enter into a contract with Johnson Controls unless the Township determines that it is in its best interest to do so, which said determination to be at the sole discretion of the Township:

Data gathering period	February 2016
Investment Grade Audit	March 2016
Target Presentation	April 12, 2016

IN WITNESS WHEREOF, the Board of Commissioners of the Township of Upper Dublin has adopted and enacted this Resolution this 8th day of March, 2016.

ATTEST:

Jonathan Bleemer, Assistant Township Manager

Ira S. Tackel, President

RESOLUTION

NO. 16-2219

THIS RESOLUTION approved and adopted by the elected officials of Upper Dublin Township, Montgomery County, Pennsylvania, on the date hereinafter set forth.

WITNESS TO:

WHEREAS, Section 7503 of the Pennsylvania Emergency Management Services Code, 35 Pa. C.S. Section 7101 et seq. mandates that municipalities prepare, maintain and keep current an emergency operations plan for the prevention and minimization of injury and damage caused by a major emergency or disaster within this municipality; and

WHEREAS, in response to the mandate stated above, this municipality has prepared an emergency operations plan to provide prompt and effective emergency response procedures to be followed in the event of a major emergency or disaster; and

WHEREAS, this municipality has also prepared an emergency operations plan in order to reduce the potential affects of a major emergency or disaster and to protect the health, safety and welfare of the residents of this municipality;

NOW, THEREFORE, we, the undersigned elected officials of Upper Dublin Township do hereby approve, adopt and place into immediate effect the Emergency Operations Plan of Upper Dublin Township. This Plan shall be reviewed every year to make certain that it conforms with the requirements of the Montgomery County Emergency Operations Guideline.

Board of Commissioners:
UPPER DUBLIN TOWNSHIP

ATTEST

By _____
Ira S. Tackel, President

_____
Ronald P. Feldman, Vice President

Date: 3/8/2016

_____
Jonathan Bleemer, Assistant Township Manager

RESOLUTION NO. 16-2220

RESOLUTION TO DECLARE INTENT TO DISCONTINUE, ABANDON AND VACATE HARRINGTON ROAD FROM THE TRACT OF LAND FORMERLY OWNED BY ZIEGER AND SONS, INC. TO ITS INTERSECTION WITH DEVONSHIRE ROAD, A DISTANCE OF APPROXIMATELY 209 FEET

WHEREAS, the Board of Commissioners of Upper Dublin Township, on its own motion, finds that the subject street right-of-way of Harrington Road can be vacated without detriment to the public interests because Harrington Road has been and will remain a dead end street due to the recently approved subdivision known as the Regency at Upper Dublin; and

WHEREAS, it appears to the Board of Commissioners to be in the best interests of Upper Dublin Township and the residents therein that said Harrington Road right-of-way be vacated, provided that said vacation does not affect the right of the Township to continue to maintain in the bed of the road its existing stormwater pipe and inlets or the right of the Township to install additional utility pipes or conduit, or the right of any public utility to continue to maintain its plant and equipment in said right-of-way.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The WHEREAS clauses are incorporated by reference as if fully set forth.

2. The Board of Commissioners of Upper Dublin Township intend to vacate the street right-of-way of Harrington Road, as shown on the Construction Plan dated June 16, 2015, last revised July 16, 2015, sheet 2 of 2, attached hereto as Exhibit "A" and as described in the legal description of the Harrington Road Right-of-Way attached hereto as Exhibit "B," both of which are incorporated by reference and made a part hereof.

3. The vacation shall not negatively affect any existing right-of-ways or easements, or the right of the Township to continue to maintain in the bed of the road its existing stormwater pipes and inlets, or the right of any public utility to continue to maintain existing plant and equipment in the street right-of-way.

4. A Public Hearing shall be held in the Township Building, 801 Loch Alsh Avenue, Fort Washington, Pennsylvania, on the 12th day of April, 2016 at 6:45 p.m., when and where all parties interested may meet and be heard with respect to the vacating of said street right-of-way.

4. Notice of said Hearing shall be published as is customary and mailed to the affected property owners, which notice shall state the time and place of the Public Hearing.

RESOLVED, this 8th day of March, 2016.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

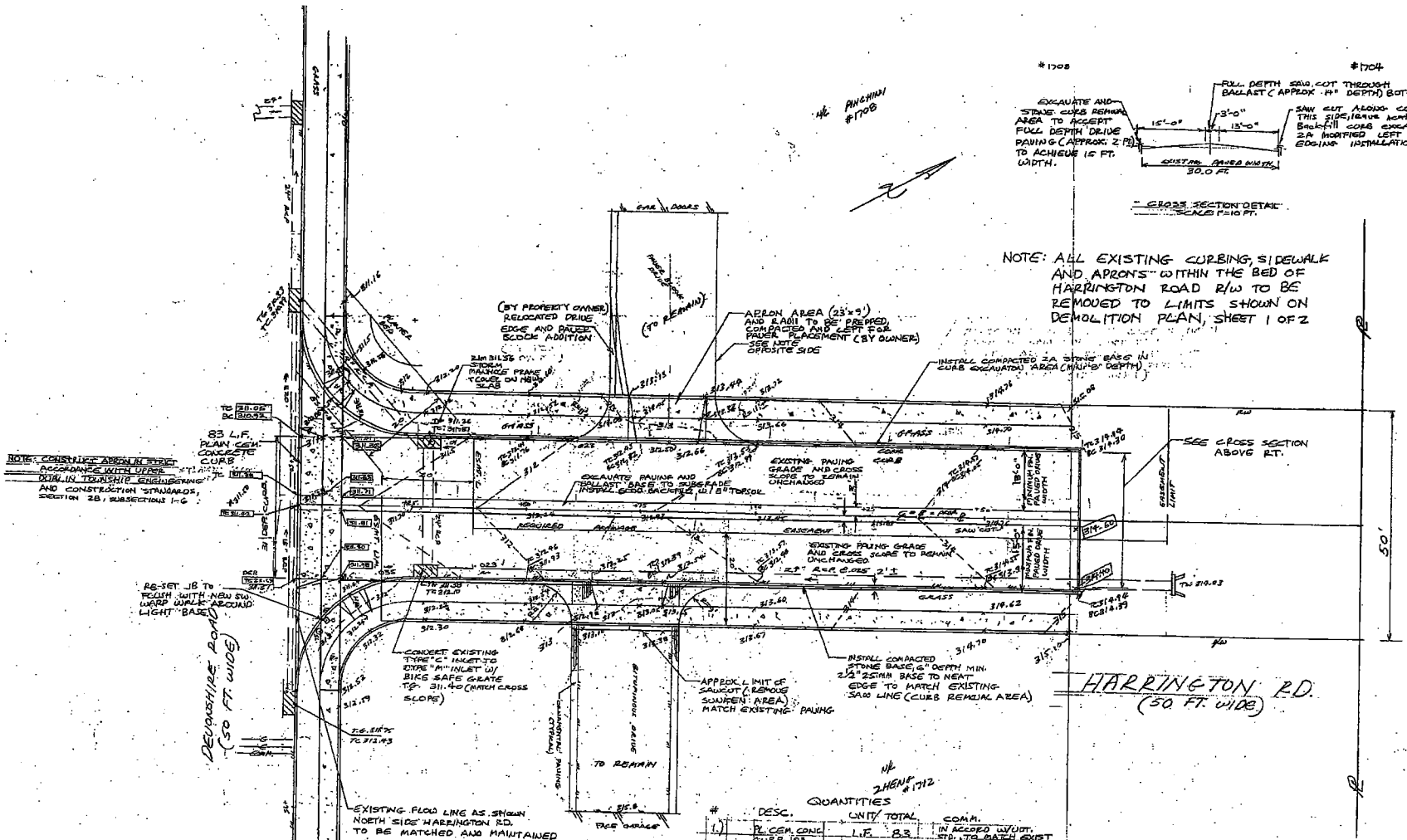
By: _____
IRA S. TACKEL, President

ATTEST:

By: _____
JONATHAN BLEEMER,
Assistant Township Manager

Exhibit "A"

Construction Plan



QUANTITIES

#	DESC.	UNIT/ TOTAL	COMM.
1.)	PL. CEM. CONC. CURB, 18"	L.F. 83	IN KIND W/ DIST. STD., TO MATCH EXIST. CURBS DEVONSHIRE RD.
2.)	4" SIDEWALK	S.F. 282	MATCH EXISTING AND WARPED APRONS CADA COMPLIANT
3.)	6" SIDEWALK	S.F. 126	W/ REINF (@ DRIVES)
4.)	6" APRON	S.F. 149	W/ REINF, 3" RISE TO WARPED SIDEWALK
5.)	MILLING, 1½" DEPTH	S.Y. 504	REMOVE EXIST. MICRO-SURF. FROM EXIST. ROADBED, EXTRA DEPTH TO BE OVERLAID. @ CROWN AS REQ'D
(6.)	DRIVE WIDENING & CURB BACKFILL	S.F. (SEE EL.)	1708 - 225 S.F. ± STONE ONLY 1742 - 325 S.F. ± STONE & PAVING
(7.)	DIVIDER STRIP	C.Y. 27	8" MIN. TOPSOIL W/ CLEAN BACKFILL, NO ROCK
(8.)	A) STORM MH.	EA. 1	REMOVE "C" HOOD, INSTALL SLAB (MIN. 8" THK) ADJUST MH. RIM TO FLOW GRADE (RAISE 0.30')
	INSTALL B.) TYPE "M" INLET	EA. 1	REMOVE "C" HOOD, REINSTALL TYPE "M" HOOD W/ BICO SAFE GRATE TO EXISTING FLOW GRADE
9.)	FULL DEPTH DRIVE PAVING	SF. 310	2" 19M ON 4" 25MM ON 8" STONE BASE 1712 ONLY
10.)	STONE CURB BACKFILL	CF 11 CY.	APPROX. 12" DEPTH 2A 1708 ONLY

ADJUSTMENT BY CONCRETE SLABS OR OTHER ACCEPTABLE METHOD, NO BRICK.

PAOC DESIGN SERIAL # 2015040 1071

CONSTRUCTION PLAN

SCALE: 1"=10 FT.

REVISED DATE: 6/16/15, REV. 7/16/15

SHEET 2 OF 2

Exhibit "B"

Legal Description Of
Harrington Road Right-of-Way
Dawesfield Phase 1
Upper Dublin Township, Montgomery County, PA

DESCRIPTION OF
HARRINGTON ROAD RIGHT-OF-WAY
DAWESFIELD PHASE 1
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

ALL that certain tract of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, said land being Harrington Road right-of-way, Dawesfield Phase 1, bounded and described according to a plan prepared by Alon Engineering Associates, Inc., Warminster Atrium, 610 Louis Drive, Warminster, PA 18974, plan titled, "Phase 1 - Subdivision Plan - Dawesfield," dated 3/22/88 and last revised 3/30/89.

BEGINNING at a point on line of lands now or late of Zieger and Sons, Inc., said point being a common corner of the northwesterly right-of-way line of the terminal portion of Harrington Road and located South 47 degrees 45 minutes 00 seconds East, a distance of 122.10 feet along lands of said Zieger and Sons, Inc. from a point, a common corner of Lot 4 and Lot 5:

1. Thence leaving the northwesterly right-of-way line of Harrington Road, crossing the terminal portion of said Harrington Road and along lands of said Zieger and Sons, Inc., South 47 degrees 45 minutes 00 seconds East, a distance of 50.00 feet to a point on the southeasterly right-of-way line of Harrington Road;

2. Thence leaving lands of said Zieger and Sons, Inc. and along the southeasterly right-of-way line of said Harrington Road, South 42 degrees 12 minutes 30 seconds West, a distance of 208.80 feet to a point of curvature;

3. Thence leaving the southeasterly right-of-way line of Harrington Road, along the arc of a curve to the left in a southwesterly to southeasterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point on the northeasterly right-of-way line of Devonshire Road (50.00 feet wide);

4. Thence along said northeasterly right-of-way line of Devonshire Road, North 47 degrees 47 minutes 30 seconds West, a distance of 80.00 feet to a point;

5. Thence leaving the northeasterly right-of-way line of said Devonshire Road, along the arc of a curve to the left in a southeasterly to northeasterly direction, having a radius of 15.00 feet, an arc distance of 23.56 feet to a point on the northwesterly right-of-way line of Harrington Road;

6. Thence along said northwesterly right-of-way line of Harrington Road, North 42 degrees 12 minutes 30 seconds East, a distance of 208.83 feet to the first mentioned point and place of **BEGINNING.**

Containing 0.2591 acres of land, more or less.

RESOLUTION NO. 16-2221

FOR RATIFICATION OF
THE REVISED MUNICIPAL WASTE MANAGEMENT PLAN

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act of the Commonwealth of Pennsylvania, Act 101 of July 28, 1988, was enacted to empower and assign the duty of counties to develop and implement municipal waste management plans and other wise assure adequate capacity for municipal waste which is generated in their boundaries, and to empower and assign the duty to each municipality other than the county, to assure the proper and adequate transportation, collection and storage of municipal waste generated within its boundaries; and

WHEREAS, pursuant to Act 101, Montgomery County has developed, duly adopted and implemented a municipal waste management plan for Montgomery County; and

WHEREAS, in accordance with Act 101, the Commissioners of Montgomery County established a Municipal Waste Advisory Committee to review and update the existing municipal waste management plan; and

WHEREAS, the Municipal Waste Advisory Committee has developed a municipal waste management plan revision that addresses the availability of disposal capacity and support of municipal recycling programs; and

WHEREAS, the Commissioners of Montgomery County adopted the Plan revision on March 3, 2016; and

WHEREAS, Act 101 provides that the Municipal Waste Plan Revision may serve as the amended county policy with respect to municipal waste upon ratification by more than one-half of the municipalities representing more than one-half of the County's 2010 population.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township does hereby ratify the 2015 Municipal Waste Management Plan Revision as adopted by the Montgomery County Commissioners this 12th day of April 2016.

TOWNSHIP OF UPPER DUBLIN

By: _____
Ronald P. Feldman, Vice President

Attest:

_____
Paul A. Leonard, Secretary

RESOLUTION NO. 16 - 2222

Participation in the Delaware Valley Regional Planning Commission's
Transportation & Community Development Initiative (TCDI) Grant Program

RESOLUTION OF: Upper Dublin Township County of Montgomery

WHEREAS, Upper Dublin Township/Montgomery County supports the request for planning grant dollars from the Delaware Valley Regional Planning Commission; and

WHEREAS, Upper Dublin Township/Montgomery County understands the grant amount requested must provide 20% of the total project cost as match in local, county, state, or private funds or documented in-kind services; and

WHEREAS, Upper Dublin Township/Montgomery County fully understands the application requirements and contracting process if awarded the planning grant dollars; and

NOW, THEREFORE, BE IT RESOLVED, that Upper Dublin Township/Montgomery County **HEREBY AUTHORIZES** Paul A. Leonard, Township Manager to submit an application to DVRPC for a TCDI planning grant; and

BE IT FURTHER RESOLVED, that Upper Dublin Township/Montgomery County agrees to, if selected for the TCDI grant, to:

- Engage in contracting procedures including the competitive Request for Proposals and budget allocation;
- Sign grant agreement documents;
- Agree to submit reimbursement invoices and progress reports along with necessary supporting documentation on a quarterly basis.
- Take all necessary action to complete the project associated with the grant agreement within the 24 month timeframe, and submit the final deliverables to DVRPC; and
- Provide proof of adoption and or acceptance by the governing body through a resolution that must be submitted no later than August 31, 2018 to DVRPC. DVRPC will reserve a payment of the last 10% grant award until such resolution and the final deliverable is received.

Adopted this day 12th of April, 2016

By a vote of: 6 in favor 0 against 0 abstain

ATTEST:

Paul A. Leonard, Township Manager

By:

Ronald P. Feldman, Vice President

pennsylvania DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES	**RESOLUTION PAGE** NO: 16-2223	COMMONWEALTH OF PENNSYLVANIA www.dcnr.state.pa.us/grants
DCNR-2015-C2P2-16	Application Information (*Indicates required information)	
Applicant/Grantee Legal Name:* **Upper Dublin Township**		Web Application ID:* **1101189**
Project Title:* **Commerce Drive Road Diet and Trail**		

WHEREAS, **Upper Dublin Township**

("Applicant") desires to undertake the following project

Commerce Drive Road Diet and Trail; and
(Project Title)

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled **"Grant Agreement Signature Page"**; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

NOW THEREFORE, it is resolved that:

1. The **"Grant Agreement Signature Page"** may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of **Township Manager/Secretary**.
2. If this Official signed the **"Grant Agreement Signature Page"** prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the **"Grant Agreement Signature Page"**, signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the **TITLE** specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of the applicant this 12TH day of APRIL, 2016.

Secretary (Signature of the Secretary of the governing body)
PAUL A. LEONARD, TWP.MANAGER/SECRETARY

DCNR USE ONLY

Project Number: _____

RESOLUTION NO. 16-2224

APPENDIX II – AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby reference a Multimodal Transportation Fund (MTF) grant of $2,853,000.00 from the Pennsylvania Department of Transportation of the Commonwealth of Pennsylvania to be used for construction of the Fort Washington Cross County Trail & Road Diet Project.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Pennsylvania Department of Transportation to facilitate and assist in executing and administering the awarded grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held April 12, 2016 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 12th day of April, 2016.

Township of Upper Dublin
Name of Applicant

Board of Commissioners
Upper Dublin Township

By: _____
Ronald P. Feldman, Vice President

Montgomery
County

_____
Secretary, Paul A. Leonard

RESOLUTION NO. 16-2225

A RESOLUTION OF THE UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS REQUESTING AN AMENDMENT TO THE STERLING ACT TO REQUIRE THAT UP TO ONE PERCENT OF PHILADELPHIA WAGE TAX PAID BY NON-RESIDENTS OF PHILADELPHIA BE REMITTED TO THE MUNICIPALITY IN WHICH THE TAXPAYER RESIDES

WHEREAS, Upper Dublin Township has enacted an earned income tax ("EIT") in accordance with the Pennsylvania Local Tax Enabling Act; and

WHEREAS, Upper Dublin Township relies on the revenue generated by the EIT to provide essential services to its residents and taxpayers; and

WHEREAS, the City of Philadelphia, pursuant to the Sterling Act of 1932, enacted an income tax, also known as a wage tax, on both residents and non-residents of Philadelphia employed in Philadelphia; and

WHEREAS, the Sterling Act, unlike the Local Tax Enabling Act, does not require Philadelphia to remit any portion of the wage tax to the municipality in which the taxpayer resides; and

WHEREAS, as a result of this inequity in the Sterling Act, Upper Dublin Township and Upper Dublin School District are deprived of approximately $1.4 Million each per year in EIT;

NOW, THEREFORE, the Board of Commissioners of Upper Dublin Township hereby **RESOLVES** to formally request the Governor of the Commonwealth of Pennsylvania and the Senators and Representatives of the General Assembly of Pennsylvania to amend the Sterling Act to require that an amount up to One Percent of the non-resident Philadelphia Wage Taxes paid by non-residents of Philadelphia be remitted to the municipality in which the taxpayer resides.

SO RESOLVED this 12th day of April, 2016.

TOWNSHIP OF UPPER DUBLIN

By: _____
Ronald P. Feldman, Vice President

Attest:

_____
Paul A. Leonard, Secretary

RESOLUTION NO: 16-2024

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

(Signature and designation of official title)
Paul A. Leonard, Secretary

Upper Dublin Township
(Name of MUNICIPALITY)

By: _____
(Signature and designation of official title)
Ronald P. Feldman, Vice President

I, Ronald P. Feldman (Name), Vice President (Official Title),

of the Board of Commissioners of Upper Dublin Township (Name of governing body and MUNICIPALITY), do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners (Name of governing body), held the 12th day of April, 2016.

DATE: 4/12/2016

_____
(Signature and designation of official title)
Ronald P. Feldman, Vice President

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue Fort Washington, PA 19034

Municipal Phone Number : (215) 643-1600 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday-Friday 8:00AM-5:00PM

B - Application Description

Location (*intersection*) : Maple Glen Elementary School along N. Limekiln Pike (S.R. 0152)

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** S-6449-91

Type of Device (*select one*) ☐ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☒ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☐ YES ☒ NO **System Number (*if applicable*) :**

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Relocate school speed limit sign for the Southbound approach to the north of Shepard Drive. Add "Slow School Zone" pavement markings in roadway.

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Jerry Smith **Company/Organization :** Upper Dublin Township

Phone # : 215-643-1600 **Alternative Phone # :** **E-mail :** jsmith@upperdublin.net

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☐ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☒ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☐ Capacity Analysis	☐ Other :
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	
☐ Traffic Signal Study	☒ Condition Diagram	

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard Date : April 12, 2016

Signed By : Witness or Attest :

Title of Signatory : Township Manager Title of Witness or Attester: Manager's Office Admin

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "A":

Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:
Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:
Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS	TYPE OF REPAIR PERMITTED
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency of Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency of Final
Signal heads	Final Only
EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "B":
Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

TE-160 (6-12)

Application Instructions

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.
Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.
Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(*Permit Number*): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)
Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications
Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.
School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*if applicable*):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.
Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO. 16-2227
APPENDIX II – AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby request a Montco 2040 Implementation Grant of $125,000 from the Montco 2040 Implementation Grant Program to be used for Fort Washington Cross County Trail and Road Diet Project.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held April 12, 2016 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 12th day of April, 2016.

Township of Upper Dublin
Name of Applicant

Board of Commissioners
Upper Dublin Township

Montgomery
County

By: _____
Ronald P. Feldman, Vice President

_____
Secretary, Paul A. Leonard

UPPER DUBLIN TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 16-2228

A RESOLUTION OF THE TOWNSHIP OF UPPER DUBLIN RECOGNIZING AND CONGRATULATING THE MONTGOMERY COUNTY PUBLIC WORKS ASSOCIATION ON ITS 50TH ANNIVERSARY.

WHEREAS, the Montgomery County Public Works Association was founded in 1966 by a group of concerned municipal officials and like-minded vendors of public works related supplies, equipment and services; and

WHEREAS, the goals established for the Association by these founding fathers were to advance the theory, practice and implementation of the design, construction, maintenance, administration and operation of public works facilities and services; and

WHEREAS, the Association has maintained and continues to further these goals by educating, training and disseminating information and experiences to public works professionals throughout Montgomery County and the surrounding areas; and

WHEREAS, the Association continues in its efforts to promote improved practices in the field of public works and to encourage public works officials to strive for a continually higher standard; and

WHEREAS, through the Association's sustained efforts municipalities, municipal public works departments and the community as a whole, have received immeasurable benefit;

NOW THEREFORE, the Board of Commissioners of Upper Dublin Township wishes to recognize and congratulate the Montgomery County Public Works Association on this, the year of its 50th Anniversary.

RESOLVED this 10th day of May, 2016

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: _____
Ira S. Tackel, President
Board of Commissioners

Attest:

_____
Paul A. Leonard, Secretary/Township Manager

PEMA-DAP -2

DESIGNATION OF AGENT RESOLUTION NO. 16-2229

FOR: FEMA - 4267 - DR - PA
(Enter Name of Disaster or Number)

BE IT RESOLVED BY Board of Commissioners (Governing Body) **OF** Upper Dublin Township (Public Entity)

THAT Jonathan Bleemer (Name of Applicant Agent), Assistant Township Manager (Title)

IS HEREBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF

Upper Dublin Township (Public Entity), Montgomery (County) County,

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

Passed and approved this 10th day of May 20 16.

(Name)	(Title)	(Signature)
Ira S. Tackel	President	
Ronald P. Feldman	Vice President	
Sharon L. Damsker	Commissioner	
Rebecca A. Gushue	Commissioner	
Liz Ferry	Commissioner	

CERTIFICATION

I, Paul A. Leonard (Name), duly appointed and Secretary (Title)

of Upper Dublin Township (Public Entity), do hereby certify that the above is a true and correct copy of

a resolution passed and approved by the Board of Commissioners (Governing Body)

of Upper Dublin Township (Public Entity) on the 10th day of May 20 16.

(Signature)	Secretary (Official Position)	5/10/16 (Date)

RESOLUTION

No. 16-2230

RESOLUTION AUTHORIZING THE ENTRY BY THE TOWNSHIP OF UPPER DUBLIN ONTO PROPERTIES ON LEXINGTON DRIVE AND HANOVER PLACE, UPPER DUBLIN TOWNSHIP, COUNTY OF MONTGOMERY, FOR THE PURPOSE OF MAKING STUDIES, SURVEYS, TESTS, SOUNDINGS AND APPRAISALS PRIOR TO CONDEMNATION

WHEREAS, Upper Dublin Township is empowered by Section 309 of the Eminent Domain Code, 26 Pa.C.S.A. §309, to enter upon any land or improvement in order to make studies, surveys, tests, soundings and appraisals prior to condemnation; and

WHEREAS, the properties at 1501 Lexington Drive, parcel number 54-00-09948-16-1 assessed in the name of Richard E. and Lee S. Landau, and 1350 Hanover Place, parcel number 54-00-07738-00-2 assessed in the name of Joan E. Hanson (the "Subject Properties"); and

WHEREAS, properties adjacent to the Subject Properties are in need of public access and utility access which can be gained through the Subject Properties; and

WHEREAS, the Township has determined that it must enter upon the Subject Properties in order to make studies, surveys, tests, soundings and appraisals prior to any condemnation of such properties.

NOW, THEREFORE, the Board of Commissioners of Upper Dublin Township hereby resolves that:

Section 1. The Township, its employees, consultants and agents are authorized to enter upon the Subject Properties in order to make studies, surveys, tests, soundings and appraisals so that the Board of Commissioners can thereafter determine whether to exercise its powers of eminent domain.

Section 2. The Township shall give no less than 10 days notice of its entry on the Subject Properties by certified mail to the Property Owners at the address registered with the Board of Assessment.

Section 3. The exercise of this right of entry by the Township shall not constitute a condemnation nor be interpreted as a notice of intent to acquire the Subject Properties, or any rights therein.

RESOLVED, this 10th day of May, 2016.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: _____
Ira S. Tackel, President
Board of Commissioners

Attest:

_____
Paul A. Leonard, Secretary/Township Manager

UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 16-2231

A RESOLUTION OF UPPER DUBLIN TOWNSHIP APPROVING THE ISSUANCE OF BY THE HATFIELD TOWNSHIP INDUSTRIAL DEVELOPMENT AUTHORITY OF ITS TAX-EXEMPT BOND FOR A FACILITY LOCATED IN UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA; AND AUTHORIZING THE TAKING OF ALL SUCH ACTS NOT INCONSISTENT WITH THE PROPOSED RESOLUTION.

WHEREAS, the Hatfield Township Industrial Development Authority (the "Authority") has approved the application (the "Application") of The Montessori School (the "Applicant") for aid in financing a project, as described below;

WHEREAS, the project consists of financing of all or a portion of a project (the "Project") comprising the (i) current refunding of the Authority's $2,500,000 original principal amount of Revenue Bonds (New Horizons Montessori School Association Project), Series B of 2006, the proceeds of which were used to purchase the Applicant's campus and finance certain capital expenditures related thereto, (ii) to refinance a taxable bank loan, the proceeds of which were used to finance certain improvements and renovations to the Applicant's campus, (iii) construction of certain campus improvements, and (iv) financing certain bond issuance costs;

WHEREAS, the Authority and the Applicant have requested Upper Dublin Township to approve the issuance by the Authority of the Authority's bond in the amount not to exceed $3,000,000, pursuant to Sections 103 and 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), to provide funds, together with other available funds, which will be used to finance the costs of the Project; and

WHEREAS, pursuant to public notice, the Authority has conducted a hearing on said Application at which hearing all interested persons were invited to attend and comment.

NOW, THEREFORE, the Board of Commissioners of Upper Dublin Township hereby RESOLVES, as follows:

1. The issuance by the Authority of its bond in the amount not to exceed $3,000,000 to assist Applicant in the financing of the Project, is hereby approved.

2. The Board of Commissioners of Upper Dublin Township is authorized and directed to deliver this Resolution on behalf of Upper Dublin Township and to do all other acts as may be necessary to carry this Resolution into effect, provided, however that Upper Dublin Township shall incur no liability hereby.

3. The President of the Board of Commissioners is hereby appointed and directed as the applicable representative of the Board of Commissioners of Upper Dublin Township for purposes of signing a certification of applicable representative pursuant to the Act and the Code. The said applicable representative is authorized to execute all such approvals, applications, and/or other documents necessary or convenient to facilitate the project contemplated herein.

4. Nothing contained herein shall cause Upper Dublin Township to incur any liability, general or otherwise, by reason of the Project or the obligation of the Authority to finance the same, not shall the same be deemed to pledge the credit or general taxing power of Upper Dublin Township.

5. This approval is for the exclusive purposes of designating the applicable representative of Upper Dublin Township and providing the approval of the development of the project by the governing body of the location of the project as required by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), and the Act. It does not constitute any zoning, land use, land development or other approval.

6. All prior resolutions or parts thereof inconsistent herewith, are hereby repealed.

ADOPTED this 14th day of June, 2016.

UPPER DUBLIN TOWNSHIP

By: _____
President Ira S. Tackel

[TOWNSHIP SEAL]

Attest: _____
Township Manager Paul A. Leonard

RESOLUTION NO. 16-2232

Be it RESOLVED, that the Township of Upper Dublin, County of Montgomery, Pennsylvania hereby accepts the 2015 Green Light-Go Program Grant in the amount of $89,951.00 from the Commonwealth of Pennsylvania, Department of Transportation ("PA DOT") to be used for the Susquehanna Road Traffic Signal Upgrade Project.

Be it FURTHER RESOLVED, that the applicant does hereby designate Paul A. Leonard, Township Manager, and Ira S. Tackel, President of the Board of Commissioners, as the officials to execute all documents and agreements between the Township of Upper Dublin and the PA DOT to facilitate and assist in executing and administering the awarded grant.

I, Paul A. Leonard, the duly appointed and qualified Secretary of the Township of Upper Dublin, County of Montgomery, Pennsylvania, hereby certifies that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held June 14, 2016, and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 14th day of June, 2016.

Township of Upper Dublin
Name of Applicant

Montgomery
County

Secretary, Paul A. Leonard

Board of Commissioners
Upper Dublin Township

By: _____
Ira S. Tackel, President

RESOLUTION NO. 16-2233

Be it RESOLVED, that the Township of Upper Dublin, County of Montgomery, Pennsylvania hereby accepts the 2015 Green Light-Go Program Grant in the amount of $321,250.00 from the Commonwealth of Pennsylvania, Department of Transportation ("PA DOT") to be used for the Pennsylvania Avenue Adaptive Signal Control System Project.

Be it FURTHER RESOLVED, that the applicant does hereby designate Paul A. Leonard, Township Manager, and Ira S. Tackel, President of the Board of Commissioners, as the officials to execute all documents and agreements between the Township of Upper Dublin and the PA DOT to facilitate and assist in executing and administering the awarded grant.

I, Paul A. Leonard, the duly appointed and qualified Secretary of the Township of Upper Dublin, County of Montgomery, Pennsylvania, hereby certifies that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held June 14, 2016, and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 14th day of June, 2016.

Township of Upper Dublin
Name of Applicant

Montgomery
County

Secretary, Paul A. Leonard

Board of Commissioners
Upper Dublin Township

By: _____
Ira S. Tackel, President

RESOLUTION NO. 16-2234

Be it RESOLVED, that the Township of Upper Dublin, County of Montgomery, Pennsylvania hereby accepts the 2015 Green Light-Go Program Grant in the amount of $52,432.00 from the Commonwealth of Pennsylvania, Department of Transportation ("PA DOT") to be used for the Limekiln Pike and Dillon Road/Meetinghouse Road Project.

Be it FURTHER RESOLVED, that the applicant does hereby designate Paul A. Leonard, Township Manager, and Ira S. Tackel, President of the Board of Commissioners, as the officials to execute all documents and agreements between the Township of Upper Dublin and the PA DOT to facilitate and assist in executing and administering the awarded grant.

I, Paul A. Leonard, the duly appointed and qualified Secretary of the Township of Upper Dublin, County of Montgomery, Pennsylvania, hereby certifies that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held June 14, 2016, and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 14th day of June, 2016.

Township of Upper Dublin
Name of Applicant

Montgomery
County

Secretary, Paul A. Leonard

Board of Commissioners
Upper Dublin Township

By: _____
Ira S. Tackel, President

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

RESOLUTION NO. 16-2235

WHEREAS, the Township of Upper Dublin (the "Township") has previously issued its General Obligation Bonds, Series of 2011 in the original aggregate principal amount of $5,860,000, of which $3,825,000 principal amount (comprised of both electoral debt and non-electoral debt) is currently outstanding (the "2011 Bonds"); and

WHEREAS, the Township has previously issued its General Obligation Bonds, Series A of 2013 in the original aggregate principal amount of $6,620,000, of which $5,995,000 principal amount (non-electoral debt only) is currently outstanding (the "2013A Bonds"); and

WHEREAS, the Township, based on advise from its financial advisors, has determined that it may be financially advantageous to currently refund all or a portion of its outstanding 2011 Bonds (the "Refunded 2011 Bonds") and to either advance or currently refund all or a portion of its outstanding 2013A Bonds (the "Refunded 2013A Bonds" and together with the Refunded 2011 Bonds, hereinafter collectively referred to as the "Refunded Bonds") in order to achieve interest cost savings (the "Refunding Program"); and

WHEREAS, in order to finance the Refunding Program, the Township desires to issue its General Obligation Bonds, Series of 2016 (the "2016 Bonds"), in the approximate aggregate principal amount of $9,830,000; and

WHEREAS, it is necessary and desirable that the Township now engage its professional advisors to assist with the development and structuring of the financing of the Refunding Program and to authorize various actions necessary to effectuate the issuance of the 2016 Bonds for the Refunding Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Upper Dublin as follows:

1. The Township hereby authorizes its staff, Financial Advisor (Public Financial Management, Inc.) and Bond Counsel (Saul Ewing LLP) to proceed with the planning, preparation and structuring of the financing of the Refunding Program including, but not limited to: (i) the establishment of a financing timetable for the 2016 Bonds; (ii) the preparation of materials utilized in the competitive solicitation of proposals to purchase the 2016 Bonds; (iii) the preparation of a Preliminary Official Statement and appropriate disclosure materials; and (iv) other matters with respect to the authorization and issuance of the 2016 Bonds.

2. The Township's Financial Advisor is hereby authorized and directed to proceed with the competitive solicitation of proposals to purchase the 2016 Bonds and to present to the

Township at a future meeting of the Board of Commissioners the specific bond purchase proposal which, among other things, reflects the lowest net interest cost to the Township.

3. It is understood that the Township will incur no obligation to compensate its professional advisors for their services unless the financing is implemented and a closing occurs on the 2016 Bonds.

RESOLVED, this 9th day of August, 2016

ATTEST:

Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: Ira S. Tackel. President

RESOLUTION NO. 16-2236

Appendix II – Authorized Official Resolution

Be it RESOLVED, that the Township of Upper Dublin, of Montgomery County hereby request a Multimodal Transportation Fund grant of $3,000,000 from the Commonwealth Financing Authority to be used for Fort Washington Cross County Trail & Road Diet-Midsection Project.

Be if FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the official(s) to execute all documents and agreements between the Township of Upper Dublin and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held August 9, 2016 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin this 9th day of August, 2016.

Township of Upper Dublin
Name of Applicant

Montgomery
County

By: _____
Paul A. Leonard, Secretary

Board of Commissioners
Upper Dublin Township

By: _____
Ira S. Tackel, President

RESOLUTION NO. 16-2237

pennsylvania
DEPARTMENT OF TRANSPORTATION
www.dot.state.pa.us

POLICY AND PROCEDURE FOR CONSULTANT SELECTION

The following procedures have been adopted by the Upper Dublin Township (Name of Municipality) as authorized by action of the Board of Commissioners (Mayor, Supervisors, Council, etc.) on 08/09/2016 (date). These procedures shall be used for the orderly determination of the need to use consulting engineering firms, qualification and selection of firms, and general administration and monitoring of the engineering agreements.

Upon being notified of the need to initiate engineering services on a project, the Director of Public Works (Director of Public Works, Municipal Engineer, etc.) shall analyze the Upper Dublin (Municipality) forces to determine if the services of a consulting firm are necessary. The analysis regarding the need to engage consultants will be documented in the project file. (If the Municipality has no capability to provide in-house engineering services, this paragraph should be revised or deleted accordingly).

A detailed scope of work, describing the project, its location, and services required, will be prepared (if the Municipality, Township, etc., has the capability to prepare an engineering cost estimate, one should be prepared to compare with the consultant's proposal).

An advertisement including the DBE Goal Request will be submitted in ECMS to PennDOT's Contract Management Section. Advertising the request for statements of interest from consulting firms interested in performing the required engineering services is governed by municipal Home Rule Charters, codes or statutes. The advertisement may need to appear in at least one newspaper of general circulation.

The advertisement will include the following information:

a) Location and brief description of the required engineering services.
b) Indication of the method of procurement as competitive negotiations;
c) A statement that the Upper Dublin (Municipality) encourages responses from small firms, minority firms, and firms who have not previously performed work for the Upper Dublin (Municipality).
d) The Disadvantaged Business Enterprise Goal, if any. Or nondiscrimination provisions to encourage the prime to notify DBE subconsultants of contracting opportunities associated with the agreement and solicit their participation, if DBE Goals are not required for the agreement.
e) A statement that indicates whether the modified or normal selection method will be used.
f) A list, in order of importance, of the selection criteria against which the statements of interest will be reviewed.
g) A requirement that responding consultants must be registered business partners in ECMS with their qualification packages submitted prior to the submission of the SOI.
h) Contact information for project discussions.
i) Cut-off time for response to the advertisement (minimum of two weeks).

Note: For a Municipal Engineer advertisement, the Municipality has the option of submitting their advertisements for approval electronically in ECMS or by email, for newspaper advertising, as required by their Home Rules Charters, and for publishing paper advertisements in ECMS to ECMS_Local_Advertisements@pa.gov.

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POLICY AND PROCEDURE FOR CONSULTANT SELECTION

Three consultants will be selected from those consultants who submit statements of interest. A qualification selection committee, consisting of a minimum of three people:

a. Township Manager (Selection Committee title) or designee,

b. Director of Public Works (Selection Committee title) or designee,

c. Municipal Engineer (Selection Committee title) or designee,

d. Project Engineer (Selection Committee title) or designee

shall review the qualifications of consultants who submit statements of interest as well as their responsiveness to the requirements of the advertisement. Documentation of consultants considered and the committee's recommendation shall be maintained in the project file. The committee shall document the reasons for their recommendation.

For selecting a consultant to perform bridge inspection, construction inspection agreements, or noncomplex or selected moderately complex projects as defined in DM1, or for selecting a consultant as a Municipal Engineer a modified process may be used, and a ranking will be determined based on a review of the statements of interest.

For all other Agreements the normal selection method will be used. The Board of Commissioners (Mayor, Director of Public Works, Council, etc.) shall review the recommendations of the qualification committee and select three firms to be recommended to the Pennsylvania Department of Transportation (hereinafter called the Department) as the consultants to prepare a proposal. Upon receipt of the approval of the consultants from the Department, a technical proposal shall be requested from the consultants.

The request for technical proposals shall include a brief written scope of work. The consultants will be invited to a scope of work meeting at which time the project will be explained in detail. Representatives from the Department will be invited to the meeting. The consultants will be advised of the applicable Federal regulations, review procedures, contract format, and administration. A copy of the Department's Publication 442 will be supplied to the consultants with the understanding that the specifications will be made a part of the contract. The Upper Dublin (Municipality) limitations of profit, wages, etc., will be explained. The consultants will be given a name and phone number to contact in case they would have any questions during the preparation of their proposal.

Upon receipt of the technical proposals from the consultants, the qualification committee shall review the technical proposals and make a recommendation for the ranking of the shortlisted consultants for the purpose of negotiating an engineering agreement. The committee shall document the reasons for their recommendation.

The Municipality shall conduct discussions with the firms to consider anticipated concepts and compare alternative methods for furnishing services.

For both modified and normal methods of selection, the Board of Commissioners (Mayor, Council, Board of Supervisors, etc.) shall review the recommendation of the qualification committee and rank, in order of preference, the firms. The ranking will be recommended to the Department for approval. Documentation supporting the ranking of the consultants shall be forwarded to the Department when requesting approval of the consultant's ranking. The Department shall approve and/or comment on the municipalities recommended ranking.

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POLICY AND PROCEDURE FOR CONSULTANT SELECTION

The municipality will request a price proposal from the approved first ranked firm and submit the appropriate number of copies to the Department.

The Department will conduct the pre-award evaluation and schedule and hold negotiations, if necessary.

The agreement will be prepared by the Department and circulated for signatures.

It is understood that the consultant cannot begin work until the Federal authorization has been obtained, and both the engineering Agreement and the Reimbursement Agreement have been fully executed, and notification of this fact has been received by the Upper Dublin (Municipality).

The Board of Commissioners (Mayor, Council, Board of Supervisors, etc.) will designate a person to perform liaison activities between the Upper Dublin (Municipality), the Department, and the consultant.

The Upper Dublin (Municipality) will enter into a reimbursement agreement with the Department setting forth the methods for reimbursing the federal funds to the Upper Dublin (Municipality). The reimbursement agreement will be prepared by the Department.

During the life of the engineering agreement, monthly (or at other appropriate times) meetings will be held with the consultant and the designated liaison person. The Department will be invited to attend these meetings. Documentation of these meetings will be included in the project file.

Partial payment invoices for work performed will be processed as provided by Publication 442. After review of the invoices by the Finance Director (responsible individual of the Municipality), it will be paid. The invoice will in turn be forwarded to the Department with recommendation for reimbursement of the Federal and/or State share.

Prior to termination of services and payment of the final invoice, a joint review will be made by the Department and the Upper Dublin (Municipality) to insure the propriety of claims and that all terms and conditions of the contract have been satisfied. Documentation of these findings will be submitted to the Department with the final invoice.

The Upper Dublin (Municipality's) designated liaison person will complete copies of the Form D-429, "Past Performance Report for Consultant Engineers", see Appendix 7F or Form D-429 CI, "Past Performance Report for Consultant Engineers Construction Inspection", see Appendix 7G.

It is understood and made part of these procedures that the employees of the Upper Dublin (Municipality) will neither solicit nor accept gratuities, favors, or anything of monetary value from consultants or contractors or potential consultants or contractors. Violators of said standards will be subject to dismissal from their employment with the Upper Dublin (Municipality), by order of the Board of Commissioners. (Mayor, Council, Board of Supervisors, etc.)

Now, Therefore Be It Resolved that the Board of Commissioners (Mayor, Supervisors, Etc.) of the Upper Dublin (Municipality) have adopted these policies and procedures for engineering by consultants and will adhere to the rules and regulations of the Department.

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POLICY AND PROCEDURE FOR CONSULTANT SELECTION

NOW, THEREFORE BE IT FURTHER RESOLVED that the Board of Commissioners (Mayor, Supervisors, Etc.) this 9th day of AUGUST, 20 16, on behalf of the Upper Dublin (Municipality) hereby accept the aforesaid policies and procedures.

UPON MOTION DULY MADE and seconded, the above resolution as adopted the day and year set forth above.

ATTEST:

BY _____

PAUL A. LEONARD

Title TOWNSHIP MANAGER, SECRETARY

Upper Dublin
Municipality

BY _____

IRA S. TACKEL

TitlePRESIDENT, BOARD OF COMMISSIONERS

RESOLUTION NO. 16-2238

Be it RESOLVED, that the Township of Upper Dublin, of Montgomery County hereby offers to provide easements from property owned by the Township to be used for the Virginia Drive Road Diet & Trail Project, PennDOT MPMS #104282.

Be if FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the official(s) to execute all documents and agreements to establish the required Trail Easements and Temporary Construction Easements for two (2) parcels owned by the Township of Upper Dublin, Parcel 54-00-16375-11-3 and Parcel 54-00-16375-20-3.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held August 9, 2016 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin this 9th day of August, 2016.

Township of Upper Dublin
Name of Applicant

Montgomery
County

Paul A. Leonard
Secretary

Board of Commissioners
Upper Dublin Township

By:
Ira S. Tackel, President

RESOLUTION NO. 16-2239

Be it RESOLVED, that the Township of Upper Dublin, County of Montgomery, Pennsylvania hereby accepts the Transportation and Community Development Initiative (TCDI) Grant in the amount of $75,000.00 from the Delaware Valley Regional Planning Commission to create a Transportation Demand Management (TDM) Plan for the Fort Washington Office Park (FWOP).

Be it FURTHER RESOLVED, that the applicant does hereby designate Paul A. Leonard, Township Manager, and Ira S. Tackel, President of the Board of Commissioners, as the officials to execute all documents and agreements between the Township of Upper Dublin in association with the Greater Valley Forge Transportation Management Association, to facilitate and assist in executing and administering the awarded grant as outlined in the grant proposal.

I, Paul A. Leonard, the duly appointed and qualified Secretary of the Township of Upper Dublin, County of Montgomery, Pennsylvania, hereby certifies that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held August 9, 2016, and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 9th day of August, 2016.

Township of Upper Dublin
Name of Applicant

Board of Commissioners
Upper Dublin Township

By: _____
Ira S. Tackel, President

Montgomery County

_____
Secretary, Paul A. Leonard

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA
RESOLUTION NO. 16- 2240

WHEREAS, the Board of Commissioners of Upper Dublin Township ("Township") hereby determines that it is necessary and in the public interest to acquire certain property to protect the public health and to provide the residents abutting Bauman Drive and Hanover Place with an adequate and sound sanitary sewer system; and,

WHEREAS, the Township is authorizing the condemnation of the herein described property interests specifically to access, construct, maintain and repair a sanitary sewer line extension from Lexington Drive to properties abutting Bauman Drive and Hanover Place; and,

WHEREAS, the proper officials or representatives of the Township have been unable to acquire the needed interest in these properties by negotiated conveyance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF TOWNSHIP UPPER DUBLIN, THAT:

1. The Township Solicitor shall acquire by condemnation, for the purposes stated above, an easement through two tracts of land described as follows:

Joan Hanson
1350 Hanover Place
Maple Glen, Pennsylvania 19002
Tax Parcel No. 54-00-07738-00-02

And,

Richard Landau and Lee S. Landau
1501 Lexington Drive
Dresher, Pennsylvania 19025
Tax Parcel No. 54-00-09448-16-09

2. The Township Solicitor is authorized and directed to negotiate with the homeowners to settle their outstanding demands.

3. If negotiations fail to result in a settlement with the impacted property owners within a reasonable period of time, the Township Solicitor is authorized and directed to institute the necessary proceedings under the First Class Township Code, 53 P.S. §56901 et seq and the Eminent Domain Code, 26 Pa.C.S. §101 et seq, and/or other appropriate statutory provisions and local ordinances to acquire temporary and permanent easements across and under the properties herein described.

4. If negotiations fail to result in a settlement with the impacted property owners, the Township Solicitor is further authorized and directed to obtain possession of the easement areas as soon as possible to allow construction to proceed expeditiously.

Adopted this 13th day of September, 2016.

UPPER DUBLIN TOWNSHIP

Ira S. Tackel, President, Board of Commissioners

ATTEST:

Paul A. Leonard, Secretary/Township Manager

RESOLUTION NO. 16-2241

Whereas, Article XIII., Section 1301 of the Rules and Regulations for the Civil Service Commission provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township; and

Whereas, pursuant to Section 55635 of the First Class Township Code, the Civil Service Commission is required to make rules and regulations to be approved by the Upper Dublin Board of Commissioners providing for the examinations, practical in character, for positions in the Upper Dublin Police Force, relating to such matters as fairly test the merit and fitness of the persons examined.

NOW, THEREFORE, be it resolved that the Commissioners of Upper Dublin Township do hereby endorse and approve Amendment No. 10 to the Rules and Regulations of the Civil Service Commission, a copy of which is attached hereto and made a part of this Resolution.

ADOPTED this 10th day of October, 2016 at a regular stated meeting of the Board of Commissioners.

By: _____

Ira S. Tackel , President

Attest: _____

Paul A. Leonard , Secretary

AMENDMENT NO. 10

RULES AND REGULATIONS
FOR THE
CIVIL SERVICE COMMISSION
UPPER DUBLIN TOWNSHIP

In accordance with Article XIII., Section 1301 of the Rules and Regulations For The Civil Service Commission, the Civil Service Commission hereby proposes the following amended regulations:

1. Article VII. Examination Process, Section 701. Examinations for Police Positions., A. Examination for the Position of Patrol Officer., (1) Step 2 Oral Examination shall be amended as follows:

Step 2	Oral Examination	Ref: Section 703.	60%

2. Article VII. Examination Process, Section 701. Examinations for Police Positions., A. Examination for the Position of Patrol Officer., shall be amended by adding the following:

> (4) Intergovernmental Testing - At the discretion of the Commission, the Commission may participate with other Montgomery County municipalities for Step 1 and Step 3 elements of the examination process. When such intergovernmental testing is elected by the Commission, the scheduling of the Oral Examination may be before or after the Physical Agility Test.

3. Article VII. Examination Process, Section 701. Examinations for Police Positions., B. Examination for the Positions of Corporal, Sergeant and Lieutenant., shall be amended by adding the following:

> (2) Assessment Center Testing. - At the discretion of the Commission, the examination process for the position of Lieutenant may be an Assessment Center testing process comprised of the following:
>
> > **Step 1** - Written Examination - An in-basket exercise with components based upon issues commonly faced by the Police Department (In-Basket Exercise).
> > Passing Score - 70% Weighting - 50%
> > Ref: Section 703.

Step 2 - Oral Examination - A problem resolution exercise focused on organizational problems faced by the Police Department (Problem Solving) and an examination administered by an oral board panel consisting of three (3) executive-level police officials from outside Montgomery County, Pennsylvania (Oral Board Interview). The score shall be the average of the scores for the Problem Solving and the Oral Board Interview.
Passing Score - 70% Weighting - 50%
Ref: Section 703.

The final score shall be the sum of the weighted scores for Step 1 and Step 2.

4. Article VII. Examination Process, Section 701. Examinations for Police Positions., C. Examination for the position of Deputy Chief., shall be amended by adding the following:

(2) Assessment Center Testing. - At the discretion of the Commission, the examination process for the position of Deputy Chief may be an Assessment Center testing process comprised of the following:

Step 1 - Written Examination - An in-basket exercise with components based upon issues commonly faced by the Police Department (In-Basket Exercise).
Passing Score - 70% Weighting - 50%
Ref: Section 703

Step 2 - Oral Examination - A problem resolution exercise focused on organizational problems faced by the Police Department (Problem Solving) and an examination administered by an oral board panel consisting of three (3) executive-level police officials from outside Montgomery County, Pennsylvania (Oral Board Interview). The score shall be the average of the scores for the Problem Solving and the Oral Board Interview.
Passing Score - 70% Weighting - 50%
Ref: Section 703

The final score shall be the sum of the weighted scores for Step 1 and Step 2.

Approved by a majority of the Commission this 21st day of September, 2016, at a special meeting of the Commission:

Kenneth J. Cooper, Chairperson

Laurence S. Nathan, Vice Chairperson

David F. Levy, Secretary

Frances F. Biedlingmaier, Alternate Member

Derek R. Hopper, Alternate Member

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA
RESOLUTION NO. 16- 2242
LAND DEVELOPMENT APPLICATION U.D. NO. 16-02 FOR PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL FOR THE RESIDENTIAL DEVELOPMENT KNOWN AS "NORTH HILLS MANOR"

WHEREAS, NHM Housing, L.P. and Montgomery County Housing Authority ("Developer") is the owner of a property located at Walnut, Logan, and Chelsea Avenues, in Upper Dublin Township, comprising approximately 3 acres of land (the "Property"); and,

WHEREAS, the Property is located in the NH-North Hills Residential Zoning District and designed according to Section 255.45.1 of the Upper Dublin Township Code, Chapter 255 (Zoning); and,

WHEREAS, the Developer desires to demolish the existing 50 dwelling units and re-construct 50 new dwelling units, and,

WHEREAS, the Property will be developed pursuant to "Preliminary Land Development Plans" prepared by T&M Associates, Inc., dated 9/16/16, consisting of sheets 1 through 24 (the "Plans"), which plans are incorporated herein by reference and expressly made a part hereof; and,

WHEREAS, the Developer desires to obtain preliminary/final land development approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary/final approval of the land development as shown on the Plans, subject to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The development shall be constructed in strict accordance with the land development application, the Plans, the Plan comments and details, the reports, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the plans.

3. The Developer will provide security in a form acceptable to the Township Solicitor, and in an amount to be agreed upon by the Township Engineer, for the infrastructure improvements, landscaping improvements and other public and quasi-public improvements shown on the Plans.

4. All utilities serving the structures proposed to be built on the property shall be placed underground.

5. The Developer shall comply with all conditions set forth in the review letter of the Township Engineer, dated October 10, 2016 (except as modified in this paragraph 5), and the Township Lighting Consultant's letter dated October 7, 2016; both attached to this resolution as Exhibit "A" and Exhibit "B" respectively.

a. With respect to paragraph 4 of the Township Engineer's letter, the Board of Commissioners waives the requirement to provide street widening in accordance with the Township's Subdivision and Land Development Ordinance ("SALDO"), Section 212.15.B of the Township Code, and ECSIP Section II.A.2.a.1.b.
b. With respect to paragraph 14 of the Township Engineer's letter, the Board of Commissioners waives the requirement to provide 20 feet of clear space between parking areas and building walls in accordance with the SALDO, Township Code Section 212.17.

6. Developer shall provide to the Township Engineer for his approval the legal descriptions for the open space areas, easements, rights of way, prior to the Plans being recorded. Legal descriptions and geometric closures for the individual lots shall be provided to the Township Engineer prior to the conveyance of the individual lots/homes.

7. The Developer shall offer in recordable form, subject to the approval of the Township Solicitor, a Declaration of Covenants and Restrictions binding all of the lots in the development to the Plans, prohibiting the subdivision of the tract into a greater number of lots, and placing obligations on the Developer for the perpetual maintenance of the neighborhood open space, the walkways, the retaining walls, parking areas, and the stormwater management facilities, and easements for the open space areas and rights of ways.

8. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans, the Land Development Agreement and this Resolution shall be borne entirely by the Developer and shall be at no cost to the Township.

9. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

RESOLVED by the Board of Commissioners of Upper Dublin Township this 9th day of November, 2016.

ATTEST:

Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
OF UPPER DUBLIN TOWNSHIP

By: Ira S. Tackel, President

EXHIBIT "A"

Review Letter of the Township Engineer Dated October 10, 2016

upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034-1697
Phone: (215) 643-1600
Fax: (215) 542-0797
www.upperdublin.net

IRA S. TACKEL
President

RONALD P. FELDMAN
Vice President

SHARON L. DAMSKER

REBECCA A. GUSHUE

LIZ FERRY

ROBERT H. MCGUCKIN

GARY SCARPELLO

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

October 10, 2016

NHM Housing L.P.
1301 N. 31st St.
Philadelphia, PA 19121

RE: NHM HOUSING
LAND DEVELOPMENT PLAN
UD #16-02
PLAN EXPIRATION DATE: JANUARY 13, 2017

To whom it may concern:

The Upper Dublin Township Engineer has reviewed an application for Land Development Approval for two tracts owned by the Montgomery County Housing Authority, located along Walnut, Logan, Linden, and Chelsea Avenues. We offer the following comments and recommendations regarding this plan:

ZONING

Background
North Hills Manor is an existing development of 50 dwelling units situated on approximately 3 acres of land on both sides of Linden Avenue. The applicant and owner propose to demolish the existing buildings and features and re-construct 50 new dwellings, arranged in different styles (stacked, side-by-side), and also re-construct the parking, utility, and streets serving that area. We offer the following comments:

Zoning Issues

1. All parking requirements appear to be met with off-street spaces. We note further along in this letter that some of the spaces may not comply, but the intent is to move the required spaces off-street and onto each lot. We recommend the applicant also depict the quantity of on-street spaces should questions about overflow parking spaces become an issue.

General planning issues

2. Demolition permits for the removal of all items will be required. Applicant should provide evidence of Phase I Environmental Assessment and clearance prior to start of demolition.

3. Street Trees should be re-located to inside lot lines, and at least 8 feet from proposed sidewalk.

4. The Ordinance and Improvement Standards require a 15' width of paving from the existing centerline of the road. This is applicable to all road frontages, and Linden Avenue would need to be 30' wide to comply with the Ordinance. Township Standard Detail RD-100, widening for residential streets, is applicable for this site.

5. All utilities shall be provided underground. Existing street lights which had been located on utility poles will now need to be installed on the proposed street light poles included in the drawings.

6. The "parking pads" include areas which will extend into the right-of-way and allow vehicles to overhang the sidewalk areas. We recommend lengthening the pad areas to provide for vehicle parking completely on-lot.

7. A lighting intensity diagram should be provided within the site and along the borders.

8. Applicant shall provide evidence of service capacity from the prevailing Water & Sanitary providers.

9. The extent of the project will require an NPDES permit from the DEP and County Conservation District.

10. The applicant and contractors will need to coordinate contractor parking, material storage and security, staging, and road closure issues prior to plan approval. A plan for these items should be submitted for review and approval.

11. Landscape Review Comments will be issued separately to the applicant.

12. S.O. 212.14.O: Sewage Planning approval (Act 537) from DEP shall be provided prior to final subdivision plan approval.

13. S. O. 212.16.A.7: All driveways must comply with the provisions and standards of PennDOT Chapter 441.

14. Plans need to depict a minimum of 20 feet open space between curbed parking areas and the outside walls of buildings. This occurs in several areas and needs correction.

15. Applicant should confirm that ADA requirements are in conformance for the proposed sidewalks, walkways to buildings, and access from parking areas to buildings.

16. Section 212.24.C.5: The following note should be added to the record plan: Water originating from other than natural sources, such as air-conditioning units, sump pumps or other dry weather flow, wherever practicable, shall be connected to the storm drainage system of the township or discharged into watercourses on the property, at the direction of the Township Engineer. These facilities may not be used for pollution matter.

Stormwater Management Ordinance Comments

17. Section 206.31.N: A permanent access easement to stormwater management facilities for maintenance purposes shall be clearly depicted on the plans. This easement will include most areas of both parcels since drainage features are included on or under most of the interior parking and

playground/grass areas. Accessways shall be cleared and stabilized to a minimum of 20 feet wide, with an all-weather surface suitable for access for maintenance equipment and personnel. The ownership and maintenance of all BMP's should be noted on the plans. The township shall further have rights to said easements.

18. A Stormwater Maintenance and O&M Agreement is required.

Engineering and Construction Standards

19. Drafting, details, and minor technical revisions will be communicated directly with the applicant's engineer.

20. Notes on the plan indicate only 4" topsoil will be re-spread on disturbed areas; this should be revised to indicate a minimum of 8" topsoil.

21. Plans should include a note indicating "All work is to be in accordance with PADOT 408 or Upper Dublin Township standards, whichever is greater."

RECOMMENDATION: FURTHER REVIEW

The items noted in this letter should be addressed to the Township's satisfaction. If you have any questions, please do not hesitate to call.

Very truly yours,

Thomas J. Fountain, P.E.
Upper Dublin Township

cc: Paul Leonard, Township Manager
Richard Barton, Township Zoning Officer
Terry Thompson, Chief of Police
Jack Smyth, Transportation Consultant
Rick Collier, Landscaping Consultant
Joe Fielder, Township Code Officer
Gil High, Township Solicitor
Tim Schuck, Township Fire Marshal

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EXHIBIT "B"

Review Letter of the Township's Lighting Consultant Dated October 7, 2016

Illuminating Engineering Society

STUBBE CONSULTING LLC

1438 Shaner Drive
Pottstown, PA 19465

Phone: 610 972-9803
FAX: 610 326-1402

stubbeconsultingllc@gmail.com

October 7, 2016

Mr. Richard D. Barton
Community Planner & Zoning Officer
Upper Dublin Township
801Loch Alsh Avenue
Fort Washington, PA 19034

Subject: North Hills Manor Redevelopment Preliminary Land Development
Site Lighting Review

Dear Mr. Barton:

This office is in receipt of your 09/30/16 transmittal containing Sheets 1 - 13 and 24, Rev. 0 dtd 09/16/16, for the North Hills Manor Redevelopment Preliminary Land Development Application.

Proposed exterior lighting, on Sheets 12 - 14, consists of 9 full cutoff 4000K LED luminaires pole-mounted at nominally14' AFG for lighting site interior areas and LED traditional luminaires post-top mounted at nominally 14' AFG for roadway and intersection lighting.

The following concerns and recommendations are offered for Township consideration, based on the lighting requirements contained in Township Ordinance Chapter 158-14, [Added 10-8-2002 by Ord. No. 1093] and reasonable and customary engineering practices:

1. Control: Section 158-14.D.(3)(d) sets forth requirements for on/off lighting control and hours of lighting operation. No information could be found that addressed proposed method(s) of on/off control of luminaires and proposed hours of operation for interior area and roadway lighting.
2. Luminaire ID - There is a symbol on Sheet 12 for either a Type A, B or C luminaire 12 for which a type designation has not been provided.
3. Tree Conflict - There are several locations on Sheet 12 where there is a potential conflict between tree location and luminaire location which in all likelihood will result in illuminance levels below the ordinance required 0.2 footcandles. It is recommended corrective action be taken.
4. Plan Content: Section 158-14.E requires the inclusion of the following additional information on Lighting Plan:
    a. Names of IES files used to calculate plotted illuminance values
    b. Proposed building-mounted lighting if applicable
    c. A pole foundation detail for area lighting luminaires.
    d. Following Plan Notes:

i. Post-approval alterations to lighting plans or intended substitutions for lighting equipment on approved lighting plans shall be submitted to Upper Dublin Township for review and approval prior to installation.

ii. Upper Dublin Township reserves the right to conduct a post-installation nighttime site inspection to verify compliance with Lighting Ordinance requirements and if appropriate, to require remedial action at no expense to Township.

5. Pole Protection - There are several locations on Sheet 12 where luminaires are to be located directly behind parking spaces and therefore vulnerable to being struck by backing vehicles and therefore in need of protection either by placing the poles a minimum of 5' behind edge of curb or tire stops, placing the pole atop a 30" concrete pedestal or by other approved means.
6. Township Standard Street Light - The provided catalog cut on Sheet 24 for the Type D luminaire is that of the Township standard, not the specified Beacon Acorn luminaire. A cut of the Beacon luminaire is to be provided and as well as an explanation as to why the Township standard is not specified.
7. LED Source Color Temperature: The area and street lighting luminaires are specified to have a correlated color temperature of 4000K. To minimize potential glare impact, especially on older drivers and pedestrians in this residential venue, it is recommended all site lighting be specified to be 3000K.
8. The plotted illuminance values were virtually illegible and therefore an evaluation of acceptability could not be made.

If there are questions regarding this review, please advise.

Sincerely,

Stubbe Consulting LLC

C. Stanley Stubbe

C. Stanley Stubbe

BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF UPPER DUBLIN,
MONTGOMERY COUNTY, PENNSYLVANIA
Resolution No. 16-2243

WHEREAS, the Township of Upper Dublin is located in Montgomery County, Pennsylvania (the "**Township**"); and

WHEREAS, the Township constitutes a "governmental unit" as such term is defined under Pennsylvania's Guaranteed Energy Savings Act (62 Pa C.S. §3751 *et seq.*) (the "**Act**"); and

WHEREAS, the Delaware Valley Regional Planning Commission ("**DVRPC**") has established a Regional Streetlight Procurement Program (the "**Program**") to facilitate the implementation of "energy conservation measures" ("**ECMs**") as such term is defined under the Act; and

WHEREAS, the Township, in its capacity as a governmental unit, has participated in the Program solicitation process to implement energy conservation measures contemplated by the Program; and

WHEREAS, pursuant to Resolution 16-2218, dated March 8, 2016, the Township selected Johnson Controls, Inc. ("**JCI**") as its contractor and entered into a Guaranteed Savings Agreement with JCI dated April 28, 2016; and

WHEREAS, under the terms of the Guaranteed Savings Agreement, JCI has completed and delivered an investment grade energy use and savings analysis, including accompanying schedules (the "**Investment Grade Audit Report**") for the Township that specifies the ECMs to be undertaken pursuant to the Guaranteed Savings Agreement (hereinafter the **"Project"**); and

WHEREAS, as required by the terms of the Guaranteed Savings Agreement, JCI has guaranteed to the Township that through its participation in the Program the Township will achieve energy savings, during the period commencing at the installation of the ECMs and running until the bonds issued to finance the Project are paid in full, that will meet or exceed the cost of implementing the ECMs contemplated (the "**Energy Savings**") and those savings are greater than 90% of the savings projected in the Preliminary Audit provided by JCI and relied on by the Township as a part of the selection process; and

WHEREAS, under the terms of the Guaranteed Savings Agreement, the Township must notify JCI in writing of its acceptance of the final Investment Grade Audit Report and its determination regarding whether the Township will proceed to have JCI design, engineer, procure, construct, install and commission the ECM Installations (the "**Construction Work**") as a condition to commencement of the Construction Work.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Township hereby authorizes the Township to accept and approve the final Investment Grade Audit Report.

It is further resolved that the Board of Commissioners of the Township hereby authorizes the Township Manager to deliver to JCI notice of acceptance of the Investment Grade Audit Report.

It is further resolved that the Board of Commissioners of the Township hereby authorizes and directs one or more of its authorized persons to take all such further actions and to execute and deliver all such instruments and other documents as such authorized persons may consider necessary or appropriate to enable the Township to carry out the intent and purposes of the Guaranteed Savings Agreement.

IN WITNESS WHEREOF, the Board of Commissioners of the Township of Upper Dublin has adopted and enacted this Resolution this 22nd day of November, 2016.

ATTEST:

Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS
OF UPPER DUBLIN TOWNSHIP

By: Ira S. Tackel, President

Exhibit A

Guaranteed Savings Agreement

RESOLUTION NO. 16-244

A RESOLUTION ESTABLISHING THE BUDGET FOR FISCAL YEAR 2017.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2017 detailing the estimated amounts of money required for the specific purposes of the Upper Dublin Township government for the ensuing fiscal year including estimated receipts, expenditures and appropriations, and,

WHEREAS, the proposed 2017 budget was advertised as required by law and made available for public inspection on November 11, 2016, and,

WHEREAS, the proposed 2017 budget was advertised as required by law and was presented and amended at public hearings on November 15, 2016, November 19, 2016 and December 6, 2016 and,

WHEREAS, the proposed budget as amended will take effect on January 1, 2017;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, details of which are available upon request, for fiscal year 2017.

ADOPTED this 13th day of December 2016.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: _____
Ronald P. Feldman, Vice President

ATTEST: _____
Paul A. Leonard, Secretary

RESOLUTION NO: 17-2245

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Upper Dublin Township (Name of MUNICIPALITY), Montgomery County, and it

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY

By: (Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

I, IRA A. TACKEL (Name), PRESIDENT (Official Title)

of the Board of Commissioners of Upper Dublin Township (Name of governing body and MUNICIPALITY), do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners (Name of governing body), held the 10th day of January, 2017.

DATE: 1/10/2017

(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

County :
Engineering District :
Department Tracking # :
Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Road, Fort Washington, PA 19034

Municipal Phone Number : 215-643-1600 Ext. 3219 **Alternative Phone Number :** 215-643-8848

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : 9:00 am to 5:00 pm

B - Application Description

Location (*intersection*) : Virginia Drive and 1100 Virginia Western Access Driveway

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** #64-3339

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☒ YES ☐ NO **System Number (*if applicable*) :** I-0037

If YES, provide locations of all signalized intersections in system.

Western Access Driveway / Virginia Drive	Susquehanna Road / Virginia Drive	E. Susquehanna Road / Limekiln Pike
Eastern Access Driveway / Virginia Drive	Limekiln Pike / Virginia Drive / Dreshertown Road	
Office Center / Virginia Drive	W. Susquehanna Road / Limekiln Pike	

Explain the proposed improvements :

Reconstruct traffic signal due to reconstruction of Virginia Drive Pine Run Bridge. New mast arms and signals will be installed. The existing Controller and Emergency Preemption will be removed and reset.

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Dan Supplee **Company/Organization :** Upper Dublin Public Works

Phone # : 610-643-8828 **Alternative Phone # :** 215-416-5591 **E-mail :** dsupplee@upperdublin.net

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☒ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☒ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☐ Capacity Analysis	☐ Other :
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard, Township Manager **Date :** 12/15/2016

Signed By : _____ **Witness or Attest :** _____

Title of Signatory : Township Manager **Title of Witness or Attester:** Manager's Office Admin

Exhibit "A":

Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:
Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:
Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS	TYPE OF REPAIR PERMITTED
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency of Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency of Final
Signal heads	Final Only
EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

Exhibit "B":
Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

Application Instructions

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.
Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.
Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(*Permit Number*): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)
Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications
Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.
School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*if applicable*):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.
Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISIONERS

RESOLUTION NO. 17-2246

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, that

WHEREAS, the Township of Upper Dublin (the "Township") is authorized by the Municipalities Planning Code, Section 503 and Section 510, 53 P.S. §§ 10503 and 10510, to impose reasonable fees for the review of subdivision and land development plans, and for the inspection of improvements at approved subdivisions and land developments in the Township; and

WHEREAS, the Township's Subdivision and Land Development Ordinance, Chapter 212, §212-54, provides that the Township will be reimbursed for professional fees and other costs incurred in its review of subdivision and land development plans, and for professional fees and other costs incurred in inspecting improvements constructed at approved subdivisions and land developments; and

WHEREAS, the Township Fee Ordinance, Chapter 110-13 E. provides that the Township will collect engineer and professional staff review and inspection fees, for subdivision and land development plan reviews and inspection services, as established by the Board of Commissioners by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Upper Dublin as follows:

1. The engineer and professional staff review and inspection fees for subdivision and land development plan reviews and inspection services authorized at Chapter 110-13 E. shall be as follows:

a.	Engineer:	$87/hr
b.	Project Manager:	$60/hr
c.	Senior Inspector:	$58/hr
d.	Inspector/Surveyor:	$55/hr

RESOLVED, this 10th day of January, 2017.

ATTEST:

Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By:
Ira S. Tackel, President

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA
RESOLUTION NO. 17-2247
LAND DEVELOPMENT APPLICATION U.D. NO. 16-01 FOR PRELIMINARY LAND DEVELOPMENT/SUBDIVISION APPROVAL FOR THE RESIDENTIAL DEVELOPMENT KNOWN AS "BT DRESHERTOWN, L.P."

WHEREAS, BT Dreshertown, LP ("Developer") is the owner of a property located at Welsh & Dreshertown Roads, comprising approximately 50.5 acres of land (the "Property"); and,

WHEREAS, the Property is located in the A Residential Zoning District and designed according to the Age Qualified Residential Community standards of Chapter 255.43.2 of the Township Zoning Ordinance; and,

WHEREAS, the Property will be developed pursuant to Preliminary Land Development Plans prepared by Gilmore & Associates, Inc., dated March 2, 2016, last revised on October 14, 2016, consisting of sheets 1 through 72 (the "Plans"), together with a Post-Construction Stormwater Management Report, prepared by Gilmore & Associates, Inc. dated October 14, 2016 (the "Report"), all of which are incorporated herein by reference and expressly made a part hereof; all of which are subject to revision or amendment prior to final plan submission or approval; and

WHEREAS, it is the intent of the Developer to reduce the maximum allowable impervious surface for this Property to partially offset impervious surface developed on adjoining properties owned by affiliate companies of the Developer; and

WHEREAS, the Developer desires to obtain preliminary land development/subdivision approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary approval of the land development as shown on the Plans subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The development shall be constructed in strict accordance with the Plans, the comments and details on the Plans, the Report, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement between the Developer and the Township, in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.

3. The Developer will provide security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements and landscaping shown on the Plans.

4. All utilities serving the structures proposed to be built on the Property shall be placed underground.

5. The Township hereby approves all waivers requested by the Developer as provided in the waiver request letter dated October 14, 2016, and an additional requested waiver from Section 212.32.G, which requires preservation of trees over 20" diameter. The waiver request letter is attached to this resolution and incorporated by reference.

6. The Developer shall comply with all conditions set forth in the review letter of the Township Engineer, Tom Fountain, dated November 14, 2016, and in the Township Landscape Consultant review letter #4 dated December 21, 2016, except as modified herein and/or as modified as part of final land development/subdivision approval.

7. Developer shall satisfy the following additional recommendations of the Planning Commission:
    a. Provide a plan of overflow parking spaces within the development.
    b. Provide a plan of emergency access to Dreshertown Road.
    c. Provide an amended plan which lines up driveway cuts on opposite sides of the internal roads.
    d. Meet with residents of Dublin Hunt that are adjacent to the developed area of the Property, discuss additional buffer plantings along the border of the development and Dublin Hunt, and submit a revised landscape plan to the Township for review and approval by the Township Engineer. It is recognized by the Developer that the additional border plantings may be in addition to minimum requirements of Township Code, Chapter 212
    e. All walking paths and trails shall be a minimum of 10 feet wide and all sidewalks shall be a minimum of 6 feet wide.
    f. The Dreshertown Road entrance must be provided with mountable curbing.
    g. Parking is limited to one side of the internal roads, location to be determined by the Township.

8. Developer shall provide traffic improvements, as approved by the Township Traffic Engineer, along Dreshertown and Welsh Roads, except as may be modified or superseded by future improvements associated with the development of Lot #3, Premises A.

9. Developer shall provide to the Township Engineer for his approval the legal descriptions for the open space areas, easements, rights of way, walking trails and the internal roads prior to the Plans being recorded. Legal descriptions and geometric closures for the individual lots shall be provided to the Township prior to the conveyance of the individual lots/homes.

10. The Developer shall offer in recordable form, subject to the approval of the Township Solicitor, a Declaration of Covenants and Restrictions binding all of the lots in the development to the development plan, prohibiting the subdivision of the tract into a greater number of lots, and creating a Homeowners Association for the perpetual maintenance of the neighborhood open space, the trails, roadways, rights-of-way, any retaining walls,

streetlights, snow plowing, trash and recycling pickup, the Belgian block curbs and the stormwater management facilities. In addition, the Association will be responsible for maintenance and repair of all improvements, both above grade and subsurface, along Dreshertown and Welsh Roads, if said improvements are not maintained by PennDOT.

11. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

12. The applicant shall assure compliance by executing and recording a Declaration of Covenants and Restrictions, running with the land, in a form acceptable to the Township Solicitor.

13. The maximum allowable impervious surface for this Property as currently designed is 38.30%. Applicant shall be permitted impervious surface up to 55% provided the stormwater management facilities are redesigned to accommodate that additional impervious surface without substantial deviation from the current plan, and provided any redesign of the development plan shall comply with all provisions of the zoning, subdivision and land development codes without the need for special exception, variance or waiver. Any such redesign shall be subject to the review and approval of the Township Engineer.

14. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 14th day of February, 2017.

UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL, President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA

RESOLUTION NO. 17-2248

LAND DEVELOPMENT WAIVER TO AUTHORIZE THE RECONSTRUCTION OF THE LULU COUNTRY CLUB CLUBHOUSE (1600 SOUTH LIMEKILN PIKE)

WHEREAS, LuLu Country Club is a Pennsylvania non-profit organization with an address of 1600 South Limekiln Pike, Glenside, Pennsylvania 19046 ("LULU CC"); and,

WHEREAS, LULU CC is the owner of an approximate 122.7 acre parcel of land located at 1600 Limekiln Pike. Upper Dublin Township, Montgomery County, Pennsylvania (Tax Parcel No. 54-00-09961-00-2; Deed Book 5928, Page 185), which property is used as an eighteen (18) hole golf course, driving range, an outdoor pool, and a clubhouse (the "Property"); and,

WHEREAS, a portion of the Property is bounded by Beechwood Road, an unimproved road in the Township, Limekiln Pike and Twining Road; and,

WHEREAS, LULU CC and the Township of Upper Dublin ("Township") entered into an agreement dated October 10, 1969, whereby LULU CC was permitted to construct a fence within the right-of-way of North Hills Avenue, subject to removal at the request of the Township, at no cost to the Township, a copy of which agreement is attached hereto as Appendix A and incorporated by reference as if set forth in full; and,

WHEREAS, LULU CC and the Township entered into an agreement dated October 10, 1984, concerning the maintenance of the Property along Twining Road, a copy of which

agreement is attached hereto as Appendix B and incorporated by reference as if set forth in full; and,

WHEREAS, LULU CC maintains an approximate six (6) foot high cyclone fence on the Property along the Beechwood Road frontage, which fence encroaches on a portion of the Beechwood Road right-of-way and is in a state of disrepair; and,

WHEREAS, the LULU CC clubhouse suffered a fire in October 2015, destroying the majority of the structure, requiring the remaining portions of the clubhouse to be demolished; and,

WHEREAS, LULU CC now seeks to construct a new clubhouse, not to exceed 42,000 gross square feet, in the same location as the previous clubhouse, to be used for, *inter alia*, men's and women's lockers, a grill room with indoor and outdoor dining, cart storage, banquet facilities, and other like uses normally and customarily included in a golf course clubhouse (the "Clubhouse"); and,

WHEREAS, LULU CC submitted to the Township a plan titled " Development Area -- Grading and Drainage Plan" for the Clubhouse, which plan was prepared by Woodrow & Associates, dated July 2016 (Job No. 15-1202- D), sheet 6 of 6, a copy of which is attached as Appendix "C" and incorporated by reference as if set forth in full (the "Clubhouse Grading Plan"); and,

WHEREAS, LULU CC intends to submit a separate plan for stormwater management and stormwater best management practice improvements associated with the existing parking lot, substantially similar to Development Area – Grading and Drainage Plan (Exhibit C), which plan when submitted shall be considered an integral part of this Resolution (the "Stormwater Management Plan"); and,

WHEREAS, on December 30, 2016, Woodrow & Associates submitted to the Township an estimate of probable cost for the installation of certain stormwater management facilities and stormwater best management practice improvements on the Property, which estimate is attached hereto as Appendix "D" and incorporated by reference as if set forth in full; and,

WHEREAS, LULU CC submitted an exterior lighting plan to the Township for the Clubhouse and parking areas, which plan (Sheet 5 of 10) was prepared by Woodrow & Associates, Inc., dated December 2016 (Job No. 15-1202-D), sheet 5 of 10, a copy of which is attached as Appendix "E" and incorporated by reference as if set forth in full (the "Lighting Plan"); and

WHEREAS, Stubbe Consulting LLC, the Township's lighting consultant, prepared a review letter dated January 9, 2017, making certain recommendations consistent with Township Code, § 158-14 and best engineering practices, a copy of which is attached as Appendix "F" and incorporated by reference as if set forth in full; and

WHEREAS, LULU CC entered into a Professional Services Fee Agreement with the Township, dated January 9, 2017, to reimburse the Township for any and all professional services fees incurred by the Township in connection with its review of the Clubhouse and ancillary improvements, including engineering fees, design and review fees, legal fees associated with the Clubhouse and this Resolution, and the cost of recording any instruments, which agreement is attached hereto as Appendix "G" and incorporated by reference as if set forth in full; and

WHEREAS, LULU CC, due to budgetary and time constraints, will construct the Clubhouse as a separate and distinct Project from the stormwater management and best management practice improvements associated with the existing parking lot on the Property,

which will be constructed in the future (subject, however, to the time constraints in this Resolution); and

WHEREAS, LULU CC has requested that the Board of Commissioners of the Township grant a waiver from the Subdivision and Land Development Ordinance, Township Code Chapter 212, for the Clubhouse reconstruction and construction of ancillary facilities and improvements, subject to certain terms and conditions.

NOW, THEREFORE, be it resolved, that the Board of Commissioners of Upper Dublin Township hereby grants a waiver to LULU CC from the requirement to obtain preliminary/final land development approval pursuant to Township Code Chapter 212 for the Clubhouse reconstruction and ancillary facilities and improvements, subject to the following terms and conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.
2. The reconstruction of the Clubhouse and accessory uses and facilities will be conducted as two completely separate Projects, consisting of Project 1 and Project 2, as follows:
    a. Project 1 shall consist of two Phases, as follows:
        i. The grading and footings for the Clubhouse which shall be completed on or before December 31, 2017; and
        ii. The construction of the Clubhouse, which shall be completed on or before June 1, 2018.
    b. Project 2 shall consist of the parking areas, lighting, landscaping, and stormwater management which improvements shall be completed on or before June 30, 2019.

3. Prior to any construction at the Property, LULU shall submit a building permit application (which can be in two Phases for Project 1 as outlined above) to the Township for the Clubhouse, in compliance with the Township Building Code, the Engineering Construction Standards and Improvement Procedures ("ECSIP"), and all other applicable state and local laws and regulations, except the Township's Subdivision and Land Development Ordinance, Township Code Chapter 212, and shall pay all applicable Township fees to review the building plans and inspect the construction. The Township will process both Phases of Project 1 as outlined in paragraph 2 above, and will not attach any conditions inconsistent with this Resolution. All erosion and sedimentation control devices shall be installed prior to the start of any construction and site grading for the Clubhouse, and shall be maintained through construction of the Clubhouse (as well as the ancillary facilities and improvements contemplated to be constructed as part of Project 2). LULU CC agrees that in regard to building inspections during the period of construction, it will comply fully with all applicable Township ordinances, resolutions, and regulations existing on the date LULU CC submits an administratively complete grading and/or building permit application(s) for Project 1, phase 1. LULU CC agrees that it will obtain use and occupancy permits for all new structures prior to opening the Clubhouse to LULU CC members or to the general public. LULU CC further agrees that, in the event that LULU CC fails to comply with the provisions of this paragraph, LULU CC will cease all construction until the Township officials are reasonably satisfied that the Township requirements are being met.

4. LULU CC shall revise the Stormwater Management Plan described in the 9th and 10th Whereas Clauses, and required by Paragraph 2.b., to incorporate all comments and recommendations of the Township Engineer, and submit the revised plan(s), calculations and details on or before December 31, 2017. LULU shall construct the approved stormwater

management facilities and implement the approved best management practices required by paragraph 2.b. and this paragraph 4. no later than June 30, 2019, time being of the essence, subject to inspection and approval of the Township Engineer.

5. Prior to construction of the stormwater management facilities pursuant to the final approved Stormwater Management Plan, LULU CC shall apply for and obtain all permits, licenses and other approvals required by the Montgomery County Conservation District and the Pennsylvania Department of Environmental Protection. All erosion and sedimentation control devices shall be installed prior to the start of any construction or reconstruction of the parking areas and the stormwater management facilities, and shall be maintained through construction of the parking areas and stormwater management facilities.

6. At the conclusion of construction of the stormwater management facilities pursuant to the final approved Stormwater Management Plan, LULU CC's consultant, Woodrow & Associates, shall certify that the stormwater management facilities were constructed in accordance with the approved plan and provide the Township with an as-built plan of the basin constructed as part of the Plan described in paragraph 2.b.

7. LULU CC shall remove and replace on or before June 1, 2018, the approximate six (6) foot high cyclone fence bordering Beechwood Road, to be located solely on the Property, and remove all brush, dead trees and tree stumps from the Township right of way.

8. LULU CC shall revise the Lighting Plan (Appendix E) to incorporate the comments and recommendation of Stubbe Consulting LLC (Appendix F), and shall construct the approved lighting structures and associated facilities no later than June 30, 2019. The Township agrees that the light fixtures may have a maximum height of eighteen (18) feet.

9. LULU CC shall comply with the Professional Services Fee Agreement (Appendix G), and shall pay such additional professional service fees incurred by the Township in excess of the initial Four Thousand Dollars and No Cents ($4,000.00) escrow within thirty (30) days from the billing date on the Township's cover letter, subject to Section 510(g) of the Municipalities Planning Code, 53 P.S. §10510(g). If LULU CC is in default of this undertaking, the Township may refuse to issue a Certificate of Occupancy for the Clubhouse

10. LULU CC shall enter into a contract with Aqua, or other appropriate water company or authority, for the installation of water mains and service to the Clubhouse. LULU CC shall also enter into a contract, if necessary, with the Bucks County Water and Sewer Authority, or other appropriate sewer authority, for the sewer connection into the Township's sewer facilities.

11. As a condition precedent to obtaining a grading or building permit for the Clubhouse, LULU CC shall provide financial security and enter into a Financial Security Agreement with the Township, in a form acceptable to the Township Solicitor, in the amount of Seventy Two Thousand Dollars and No Cents ($72,000.00), subject to the applicable provisions of the Pennsylvania Municipalities Planning Code ("MPC") and Township Codes. As a condition precedent to obtaining a Certificate of Occupancy for the Clubhouse, LULU CC shall enter into a Post Construction Stormwater Management Operations and Maintenance Agreement to guarantee proper construction and maintenance of the stormwater management facilities and best management practices pursuant to the approved Stormwater Management Plan.

12. LULU CC acknowledges and affirms the October 10, 1969 Agreement (Appendix A), and agrees to comply fully with the terms of said Agreement.

13. The October 10, 1984 Agreement (Appendix B) concerning the maintenance of the Property along Twining Road is rescinded in its entirety and restated as follows:

a. LULU CC shall routinely and reasonably maintain, at its sole cost and expense, the grass, sidewalk, fence, shrubs and trees found on its property along Twining Road. The maintenance shall ensure free and clear passage of vehicular traffic on the public road, and pedestrian traffic on the existing sidewalk, and shall include cutting the weeds, cutting the grass, keeping the fence in good repair and free of leaves and overgrowth, and keeping the trees and limbs on the Property which overhang any Township road right-of-way or sidewalk free and clear of dangerous or threatening limbs and branches.

b. During inclement weather, LULU CC shall ensure that all snow is removed from, and all ice is treated along, the existing sidewalk along Twining Road abutting the Property, in accordance with all applicable Township Codes and general property law.

14. LULU CC agrees to defend, indemnify and hold harmless the Township and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from (a) the approval of the Clubhouse and Stormwater Management Plan, (b) the performance of the work on the Property, (c) the grading of the land within the Property, and (d) as a result of any water or storm water drainage runoff from the Property. As between the Township and LULU CC, LULU CC assumes all risks and shall bear all loss resulting from any injury to property or persons occasioned by neglect or accident during the progress of construction at the Property. LULU CC shall obtain and maintain at all times during the course of construction, comprehensive general liability insurance with minimum limits of liability with respect to bodily injury of at least $1,000,000.00 for each person,

$2,000,000.00 for each occurrence and $1,000,000.00 with respect to property damage for each occurrence. The said insurance shall name the Township as an additional insured and contain a provision prohibiting its cancellation by the carrier without thirty (30) days prior written notice of such cancellation to the Township.

Prior to the commencement of any construction, LULU CC shall deliver to the Township a certificate issued by an insurance company reasonably satisfactory to the Township, indicating that LULU CC has obtained comprehensive general liability insurance in accordance with the provisions of this Resolution and that the premiums for the said insurance have been paid in advance for the entire period covered by said insurance and that such insurance may not be cancelled without written notice to Township thirty (30) days in advance of cancellation.

At least thirty (30) days prior to the expiration date(s) of the said insurance, the LULU CC shall deliver to the Township a certificate of insurance indicating that the said policy or policies have been renewed and that the premiums for the renewal period have been paid in advance. During the construction period, the LULU CC shall have the right to substitute other insurance policies containing the same provisions as the original policies, provided however, that all such policies shall be in a form and issued by insurance companies reasonably acceptable to the Township and the Township shall at all times be listed as an additional insured.

In the event that a third party, their agents, servants, employees, heirs, assigns, or grantees would institute any legal action whatsoever against Township, its agents, servants, or employees arising in any way from the construction, or the operational and maintenance responsibilities required by this Resolution, LULU CC agrees to further pay any and all reasonable attorney's fees, engineering fees, court costs or any other reasonable expenses incurred by the Township, its agents, servants or employees in regard thereto. If suit is brought

by either the Township or LULU CC to enforce the terms and conditions of this land development waiver, the prevailing party shall be entitled to collect from the other partyall reasonable costs and expenses of suit, including reasonable attorneys' fees.

15. At the completion of construction of the Clubhouse and receipt of a Certificate of Occupancy, LULU CC shall cease using and remove the temporary clubhouse facilities within ninety (90) days.

16. In the event LULU CC applies to the Township to construct, reconstruct or repurpose any other buildings, structures or facilities on the Property, LULU shall first submit for review and approval a preliminary and final land development plan in full compliance with the Township's Subdivision and Land Development Ordinance, Chapter 212 of the Township Code, and all other applicable federal, state and local laws and regulations. Nothing in this paragraph 16 shall prevent LULU CC from requesting a land development waiver pursuant to the provisions of the MPC and Township Code, Chapter 212.

Approved by the Board of Commissioners of Upper Dublin Township this 14th day of February 2017.

UPPER DUBLIN TOWNSHIP

BY: _____
IRA S. TACKEL, President

Attest:

_____
PAUL A. LEONARD, Secretary

APPENDIX A
NORTH HILLS AVENUE
FENCE AGREEMENT

Lu Lu Temple Country Club

LIMEKILN PIKE, NORTH HILLS, PENNSYLVANIA 19038

TUrner 4-5108

October 10, 1969

Commissioners of Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, Pa. 19034

Attn: R. M. Brown, Jr., Secretary

Gentlemen:

On behalf of the Lulu Country Club and with the knowledge and consent of its Board of Directors, the Club acknowledges that any fence which the Club proposes to erect along North Hills Avenue and which is within the right of way of North Hills Avenue, as now existing, shall be at the sole responsibility and risk of the Club.

It also acknowledges that, in the event that the Township should have reason to have the fence removed from the public right of way, that the Lulu Country Club, including its successors in title, shall remove the same without expense to the Township.

It is also understood and agreed that the Club will not be entitled to seek or claim damages from the Township as a result of the removal of the fence by the Township and/or its agents, should the Club fail to remove the same following a demand to do so.

Thank you very much for your help and consideration in this matter.

Sincerely yours,

Vincent Metzel Pres.
Sherwood Johnson Sec.

RECEIVED
UPPER DUBLIN TOWNSHIP
OCT 17 1969
SECRETARY'S OFFICE

APPENDIX B
TWINING ROAD AGREEMENT

upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA. 19034
Phone: 643-1600

PATRICK J. ZOLLO
President

HARRY E. LENZ
Vice President

NORTON A. FREEDMAN
W. RICHARD WEBSTER
JUDY HEROLD
HAROLD LENEWEAVER
RICHARD R. RULON

GREGORY N. KLEMICK
Manager

RAYMOND JENKINS
Solicitor

October 10, 1984

Mr. Richard Snyder, Manager
LuLu Country Club
Limekiln Pike
North Hills, PA 19038

Dear Mr. Snyder:

As of this writing I am pleased to report that an agreement concerning the maintenance of the LuLu Country Club property along Twining Road near Garden Road has been reached. The following are the terms as outlined to me by Raymond Jenkins, Esquire, subsequent to discussions with your representative, Richard P. McBride, Esquire.

1. LuLu Country Club agrees to routinely maintain the grass, sidewalk, fence, shrubs and trees found on their property along Twining Road. Maintenance will result in allowing free and clear passage of vehicular and pedestrian traffic; weeds will be cut; the grass will be cut regularly; the fence will be free of leaves and overgrowth; and, trees found in the right-of-way and on your property but overhanging the right-of-way will be free and clear of dangerous or threatening limbs and branches. All of this will be at the sole expense of the LuLu Country Club.

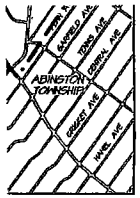
2. Upper Dublin Township will assume the responsibility of ensuring that all snow and ice is removed from the sidewalks along Twining Road. The Township will also be responsible for mowing weeds and grass from Twining Road using the side-mounted rotary unit. (LuLu will assume maintenance from that point inward.)

After reading these conditions please sign both copies - return the copy to our office and retain the original for your files. In the event of any discrepency, please notify our office.

M. Richard Snyder date 11/1/84
Richard Snyder
Manager
for LuLu Country Club

Susan E. Badger date 10/10/84
Susan E. Badger
Assistant Township Manager
for Upper Dublin Township

APPENDIX C
DEVELOPMENT AREA
GRADING & DRAINAGE PLAN



ES

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shall be no more than 2%
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have been compacted in

anics and other unsuitable
ed and filled with approved
ied proctor method).

minimum in paved areas

greater.

SCHEDULE

Structure No: ST-03
Type: Std Inlet w/M Top
Gr: 246.85
Inv: 244.65 In
Inv: 244.46 Out

Structure No: ST-04
Type: DW Endwall
TW: 246.50
Inv: 243.50 Out

HEDULE

ipe eriol:	Slope:
(N-12)	0.50 %
(N-12)	4.00 %
(N-12)	3.27 %

Block 70, Unit 16
54-00-04961-00-2

RE-RECREATIONAL ZONING

PROPOSED 2-STORY CLUBHOUSE
Main Floor FFE: 275
Basement Floor FFE: 262
Entry Floor FFE: 272

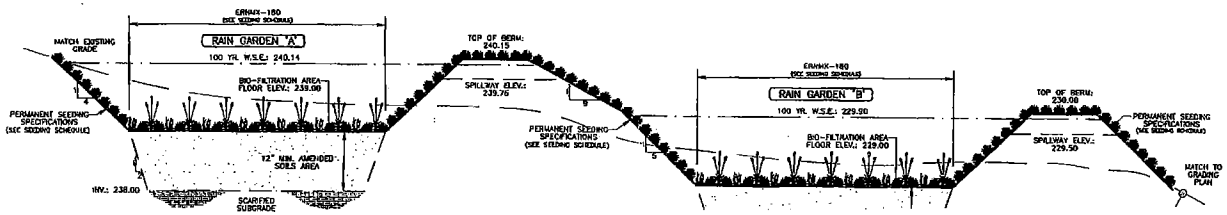
384 L.F. 6" P.V.C. SCH. LATERAL (0.73%)

LIMIT OF DISTURBANCE 0.96 Acres

LIMEKILN PIKE

S.R. 0152

DuB
LeB
DuC



PERMANENT SEEDING SPECIFICATION - FORMULA B:

70% Tall Fescue (Festuca Arundinacea var., Kentucky 31);	13.0 lbs./1,000 s.y.
30% Creeping Red Fescue or Chewings Fescue:	6.0 lbs./1,000 s.y.

SEEDING RATES FOR THE ABOVE MIXTURES:
Spread seeds where indicated and at the rates specified above (and Table A, Pub 408, Section 804). Spread seeds within the following dates, or as otherwise indicated or directed:

- Formula B: – March 15 to June 01, August 01 to October 15
- Formula C: – March 15 to October 15

Extend seeding dates where project conditions warrant. Apply full treatment or apply only 50% of the permanent seeding and soil supplements and apply the remaining 50% within the next seeding dates.

ERNST MIX 180 - RAIN GARDEN

20.00%	Panicum virgatum
20.00%	Schizachyrium scoparium
10.00%	Elymus virginicus
5.00%	Carex vulpinoidea
5.00%	Chasmanthium latifolium
5.00%	Echinacea purpurea
5.00%	Liatris spicata
3.00%	Rudbeckia hirta
3.00%	Monarda didyma
3.00%	Penstemon digitalis
2.00%	Andropogon gerardii
2.00%	Asclepias tuberosa
2.00%	Aster novae-angliae
2.00%	Baptisia australis
2.00%	Carex bicknellii
2.00%	Carex hystericina

APPENDIX D
ENGINEER ESTIMATE OF PROBABLE COST FOR STORMWATER IMPROVEMENTS

WOODROW & ASSOCIATES

Memorandum

To: Ronald Rusk
James J. Garrity, Esq.
Tom Fountain, P.E. – Township Engineer
Paul Leonard – Township Manager
David Brooman, Esquire – Township Solicitor

From: Timothy P. Woodrow, P.E.

Date: December 30, 2016

Reference: Lulu Country Club – Future Stormwater Improvements

---

It is my understanding that all parties have agreed to escrow certain funds to guarantee the future installation of certain stormwater best management practice improvements on the golf club property. In order to quantify a dollar value that should be posted as a part of the security agreement, I have a developed opinion of probable costs.

Owing to the fact that Tom needs to do a formal review of my design, I believe I have left some fat in the numbers allowing us to address any concerns that he may have at the conclusion of his review. However, in the meantime, I believe the value identified herein should protect the Township's interests and cause the assurance that the facilities will be installed.

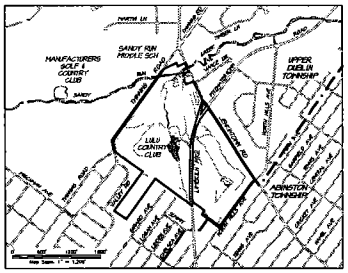
Please feel free to contact me with any questions you may have regarding these numbers. I look forward to speaking to you soon.

Lulu Country Club
Opinion of Probable Costs to Construct Stormwater BMPs

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A) Site Clearing / Prep	1	EA	$ 3,500.00	$ 3,500.00
B) Silt Sock (12")	600	LF	$ 4.00	$ 2,400.00
C) Stone Tire Cleaner	1	EA	$ 1,200.00	$ 1,200.00
D) Storm Endwall	1	EA	$ 1,500.00	$ 1,500.00
E) Rip-Rap Apron	1	EA	$ 800.00	$ 800.00
F) Type "M" Storm Inlets	2	EA	$ 1,800.00	$ 3,600.00
G) 18" ADS Stormpipe	385	LF	$ 25.00	$ 9,625.00
H) Earthen Spillway	2	EA	$ 1,500.00	$ 3,000.00
I) Bulk Earth Excavation	1	EA	$ 20,000.00	$ 20,000.00
K) Final Stabilization	1	EA	$ 2,500.00	$ 2,500.00
L) B.M.P. Plantings	1	EA	$ 6,000.00	$ 6,000.00
L) Final "As-built" Plans	1	EA	$ 5,000.00	$ 5,000.00
NET CONSTRUCTION COSTS				$ 55,625.00
10% PER MPC				$ 5,562.50
GRAND TOTAL				**$ 61,187.50**

PREPARED BY: WOODROW ASSOCIATES, INC.
1108 NORTH BETHLEHEM PIKE - SUITE 5
LOWER GWYNEDD, PA 19002

APPENDIX E
LIGHTING PLAN



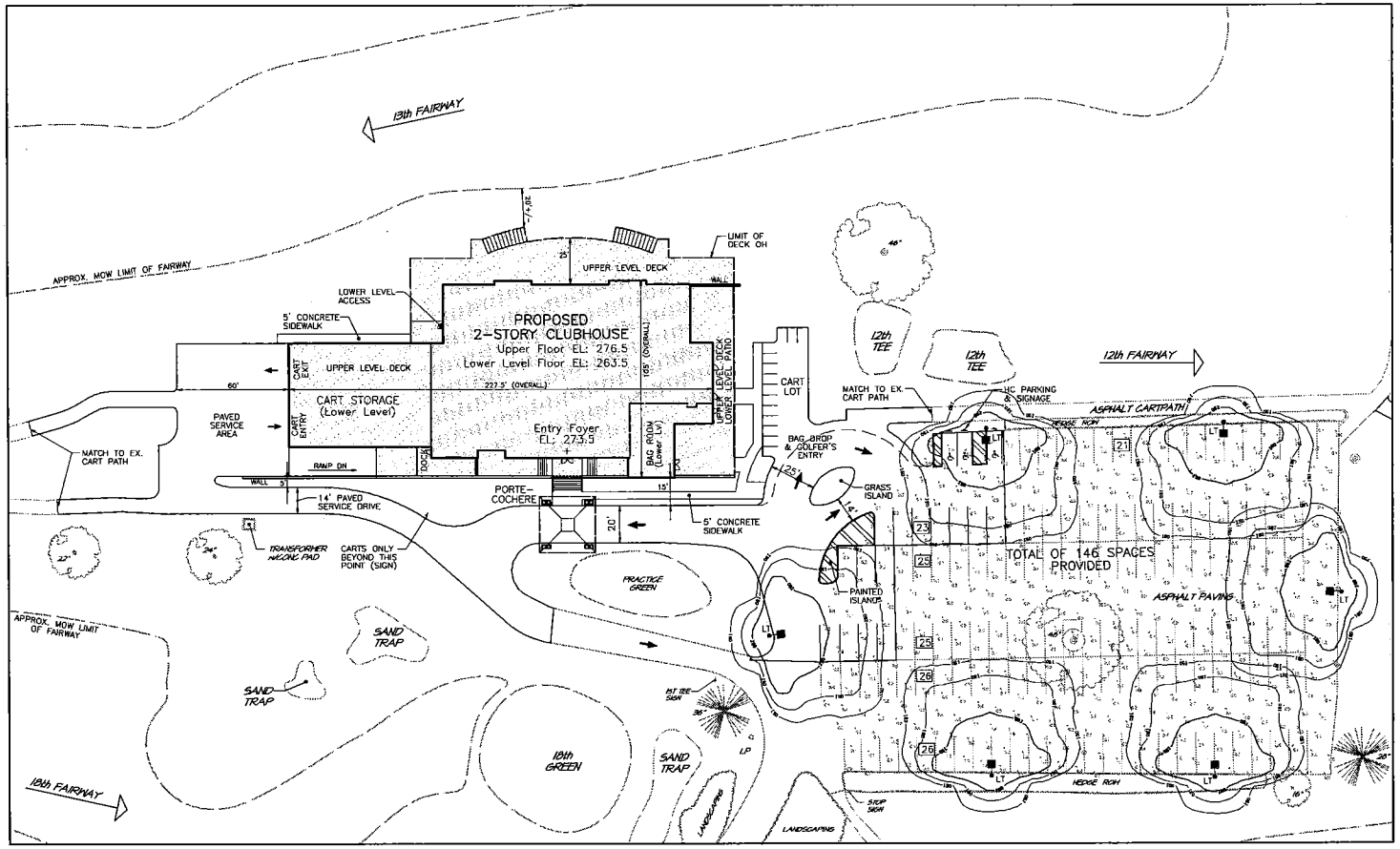
LOCATION MAP

GENERAL PLAN NOTES

Refer to the Record Plan (Sheet 1) for "BASE EXISTING FEATURES AND SURVEY NOTES" and "BASE DEVELOPMENT NOTES"

BASE CONSTRUCTION DESIGN NOTES:

1. The contractor shall ensure that all necessary permits and approvals have been obtained prior to commencement of any site construction activities.
2. Erosion and sedimentation control measures shall be in place and functional prior to any earth disturbance or grading work.
3. Contractor to ensure compliance with ADA regulations.
4. This project shall be served by public sanitary sewer by (-list authority here-) and water services by (-list authority here-).
5. Nothing shall be permitted to be set on, placed or planted within, the area of any utility or storm water easement except lawns or suitable low ground cover.
6. Construction materials and procedures shall follow Pennsylvania Department of Transportation Specifications and Standard Drawings (latest edition).
7. Any/all storm water conveyance system(s) and detention facilities shown on these plans are a basic and perpetual part of the storm water management system for this Township, and as such, are to be protected, maintained and preserved in accordance with the approved final plans. The Township and/or its agents may inspect the right and privilege to enter upon such lands from time to time for the purpose of inspection of said storm water management systems in order to determine that the structural design and integrity are being maintained.
8. The proposed finished grading shown on this plan has been based on the proposed building(s) finished floor elevations and has been used to design the storm water management facilities. The contractor shall comply with the grading scheme indicated unless otherwise approved by the Township and the Project design engineers.
9. A minimum of six (6) inches of clean topsoil shall be provided on all lawn and planting areas.
10. Site grading shall be performed in accordance with these plans. The contractor shall be responsible for trimming and reshaping all cuts, fills, grading or undisturbed areas remaining with suitable compaction. Fill areas shall be placed and compacted to 95% of modified proctor maximum density per ASTM Test D-1557, moisture content at time of placement shall be no more than 2% above nor 2% below optimum. contractor shall submit a compaction report prepared by a qualified soils engineer, registered within the state where the work is performed, verifying that all filled areas and subgrade areas within the building pad area and areas to be paved have been compacted in accordance with these plans.
11. Subbase material for sidewalks, curb, or asphalt shall be free of organics and other unsuitable materials. Should subbase be deemed unsuitable, subbase is to be removed and filled with approved fill material compacted to 95% optimum density (as determined by modified proctor method).
12. The minimum slope in grassed areas shall not be less than 2% and the minimum in paved areas shall not be less than 1.
13. Erosion control matting shall be provided on all earth slopes at 3:1 or greater.



LIGHTING INFORMATION

LUMINAIRE SCHEDULE – Eaton – GALLEON LED

Symbol	Label	Qty	Catalog Number	IES File	Lumens	LLF	Watts	Mounting Height
●■	LT	8	GAN-AF-01-LED-U-T4FT	GAN-AF-01-LED-U-T4FT.ies	Absolute	1.00	58.0	18'

STATISTICS

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Parking Lot	+	0.5 fc	2.6 fc	0.0 fc	N/A	N/A

Notes:
1. Outdoor lighting shall be controlled by automatic switching device (photocell) that will extinguish lighting between 11:00 pm and dawn to reduce energy waste and mitigate nuisance glare and sky-lighting consequences.

PLAN LEGEND

- Tract Boundary Line
- Legal Right-of-Way Line
- Existing Roadway Centerline
- Existing Drive / Parking Limit
- Existing Vegetation Limit

REVISIONS

Scale in Feet (1" = 30')

ONLY PLANS PRESENTATIONS & RELATED DOCUMENTS PREPARED BY WOODROW & ASSOCIATES, INC. ARE APPROVED FOR USE ON THIS PROJECT. THE USE OF THESE PLANS AND RELATED DOCUMENTS FOR ANY OTHER PROJECT, EXTENSION OR USE WITHOUT THE EXPRESS WRITTEN CONSENT OF WOODROW & ASSOCIATES, INC. IS PROHIBITED.

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CALL 1-800-242-1776
PROJECT SERIAL NUMBER FOR DESIGN
20161121201
April 21, 2016

PRELIMINARY / FINAL PLAN

CLUBHOUSE DEVELOPMENT AREA LAYOUT PLAN

LULU COUNTRY CLUB

UPPER DUBLIN TOWNSHIP – MONTGOMERY COUNTY – PENNSYLVANIA

Applicant: LULU COUNTRY CLUB
1676 Sumneytown Pike
North Wales, PA 19038

Parcel Information:
54-00-09861-00-2
Block 70 Unit 16
Gross Area: 123.7 Acres

WOODROW & ASSOCIATES, INC.
MUNICIPAL/CIVIL CONSULTING ENGINEERS
1100 North Bethlehem Pike / Suite 3 – Lower Gwynedd – PA 19002

Layer List: Sht05_Layout
Job No: 15-1202.0
Plan Date: Dec. ___ 2016
Sheet No: 5 of 10

Project No: 15-1202.0 Project Name: LULU COUNTRY CLUB Plan Date: Jan. 3, 2017 (06:17)

APPENDIX F
STUBBE CONSULTING LLC
LIGHTING PLAN
REVIEW COMMENTS

Illuminating Engineering Society

STUBBE CONSULTING LLC

1438 Shaner Drive
Pottstown, PA 19465

Phone: 610 972-9803
FAX: 610 326-1402

stubbeconsultingllc@gmail.com

January 9, 2017

Mr. Richard D. Barton
Community Planner & Zoning Officer
Upper Dublin Township
801Loch Alsh Avenue
Fort Washington, PA 19034

Subject: Lulu Country Club Clubhouse Re-Development
Site Lighting Review

Dear Mr. Barton:

This office is in receipt of your 01/06/17 transmittal containing Sheets 1 - 7 of 10, Rev. 0 dtd Dec. 2016, for the Lulu Country Club Clubhouse Redevelopment Preliminary/Final Land Development Application.

Proposed exterior lighting, on Sheet 5, Clubhouse Development Area Layout Plan, consists of 6 full cutoff 4000K LED luminaires with type IV forward throw distribution, pole-mounted at nominally18' AFG, to illuminate a portion of site parking areas. On/off control is specified to be by "automatic switching device (photocell)."

The following concerns and recommendations are offered for Township consideration, based on the lighting requirements contained in Township Ordinance Chapter 158-14, [Added 10-8-2002 by Ord. No. 1093] and reasonable and customary engineering practices:

1. Control: Section 158-14.D.(3)(d) sets forth requirements for on/off control of lighting and hours of lighting operation. The specified control means, apparently only photocell, would switch the lights on at dusk and off at dawn, not the suggested 11 p.m. shutoff time. It is recommended Applicant be requested to specify an astronomical controller with battery, spring or capacitor setting storage. It is further recommended Applicant be requested to state whether the specified parking lot lighting is proposed to operate 365 days per year or seasonally or some other schedule.
2. Unlighted Parking Area - There is no evidence of lighting in the center portion of the parking area. It is recommended Applicant be requested to state whether this area is already illuminated or to provide suitable justification if it is intended to remain unlighted.
3. Plan Content: Section 158-14.E requires the inclusion of the following additional information on Plan:
   a. Catalog cut of specified luminaire showing the specified luminaire catalog number.
   b. Proposed building-mounted exterior lighting, if applicable
   c. Pole foundation detail for luminaires.
   d. Following Plan Notes:

i. Post-approval alterations to lighting plans or intended substitutions for lighting equipment on approved lighting plans shall be submitted to Upper Dublin Township for review and approval prior to installation.

ii. Upper Dublin Township reserves the right to conduct a post-installation nighttime site inspection to verify compliance with Lighting Ordinance requirements and if appropriate, to require remedial action at no expense to Township.

4. Pole Protection - There are 3 locations on Sheet 5 where luminaires are to be located directly behind parking spaces and therefore vulnerable to being struck by backing vehicles and consequently in need of protection either by placing the poles a minimum of 5' behind edge of curb or tire stops, placing the poles atop 30" high concrete pedestals, addition of steel bollards or by other approved means.

5. LED Source Color Temperature: The speacified luminaires are to have a correlated color temperature of 4000K. To minimize potential glare impact, especially as viewed by older drivers and pedestrians, it is recommended site lighting be specified to be 3000K.

If there are questions regarding this review, please advise.

Sincerely,

Stubbe Consulting LLC

C. Stanley Stubbe

C. Stanley Stubbe

APPENDIX G
PROFESSIONAL SERVICES
FEE AGREEMENT

Upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034-1697
Phone: (215) 643-1600
Fax: (215) 542-0797
www.upperdublin.net

IRA S. TACKEL
President

RONALD P. FELDMAN
Vice President

SHARON L. DAMSKER

REBECCA A. GUSHUE

LIZ FERRY

ROBERT H. MCGUCKIN

GARY SCARPELLO

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

PROFESSIONAL SERVICES FEE AGREEMENT

LULU COUNTRY CLUB NEW CLUBHOUSE PLAN Review & Agreement For waiver
Name of Project

1600 S. LIMEKILN PIKE, UPPER DUBLIN
Location of Project

I, Ronald Rusz,
hereby agree and LULU JJR and LULU COUNTRY CLUB acknowledge that as Owner/Developer, I will be responsible for any professional services fees incurred by Upper Dublin Township in connection with the above referenced project including but not limited to engineering fees, design and plan review fees, legal fees and the cost of recording of any instruments.

Such fees shall be billed to the Owner/Developer on a monthly basis. If a balance is due, Owner/Developer shall reimburse the Township for the balance due within 30 days from the billing date on the Township cover letter. If the Owner/Developer fails to make payment of the professional services fee balance due within 30 days of the payment due date, no permits shall be issued for the project until the default is cured.

I herewith submit professional services fee escrow monies in the amount of $4,000.00

**Signature of Owner/Developer

Date Signed 1/9/17

1600 S. Limekiln Pike, Glenside, PA

Telephone Number: 215 620 4117 p

47 4096056
Tax I.D. # or S.S.N.

Accepted by Upper Dublin Township

Date

**NOTE: The person signing this agreement will be the individual directly accountable for payment of the subject fees. Accordingly, if it is desired to assign this responsibility to another party or firm, said party or the appropriate officer of said firm must execute this document.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 17-2249

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, That

WHEREAS, In 1872, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our township increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners does hereby proclaim April 28, 2017 as

ARBOR DAY

in the Township of Upper Dublin, and urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

RESOLVED, this 14th day of February, 2017.

ATTEST:

Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: _____
Ira S. Tackel, President

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 17-2250

Circuit Trails — Complete 500 miles of Trails in the Greater Philadelphia Region by 2025

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, That

WHEREAS, the Circuit Trails are a connected system of multi-purpose trails (largely off-road) located in the nine (9) counties that comprise the Delaware Valley Regional Planning Commission (DVRPC) region, including Philadelphia, Bucks, Montgomery, Chester, Delaware, Mercer, Burlington, Camden, and Gloucester Counties; and

WHEREAS, the building of the Circuit Trails is considered to be one of the largest metropolitan-wide, multi-use trail building efforts in the country and very significant regional accomplishment; and,

WHEREAS the DVRPC set a long term regional goal in the Connections 2040 Plan to complete the Circuit Trails by 2040, and to meet this goal, 180 new miles of Circuit trails need to be completed by 2025 to reach 500 miles (2/3's complete); and

WHEREAS, the Circuit Trails provide equitable transportation options for all users and will connect communities to places of work, places to shop, places to worship, places to play, places of historic significance, and places to teach our children; and;

WHEREAS, the Circuit Trails Coalition, DVRPC, the Pennsylvania Department of Transportation, the Pennsylvania Department of Conservation and Natural Resources, New Jersey Department of Transportation, the New Jersey Department of Environmental Protection and other agencies have committed to complete non-motorized options for transportation and recreation; and

WHEREAS, the Circuit Trails will provide safe facilities separated from vehicular traffic to encourage bicyclists, walkers, the physically challenged, and other non-motorized users of all ages to be more active and spend time outdoors, thereby improving their fitness and health; and

WHEREAS, when communities in other areas of the United States and abroad provide for non-motorized transportation options they thrive as places to live and work; and

WHEREAS, the Circuit Trails, by offering both residents and tourists access to natural, cultural and historical sites, will bring health and economic benefits to counties, municipalities and businesses in the region such as revenues to local economies, healthcare savings, enhanced real estate values, and increased activity; and

WHEREAS, 5.4 million people reside in Greater Philadelphia and 85 percent of those surveyed support building more trails in their counties. Furthermore, 70 percent favor spending $2 per person in public dollars annually to pay for new connected trails.

WHEREAS, The Township of Upper Dublin is one of 385 municipalities in the DVRPC region that is part of the Circuit; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Upper Dublin Township, hereby endorses the concept of the nine county region completing 180 miles of Circuit Trails by 2025 in order to achieve 500 miles of completed Circuit trails and the Circuit Trails passage through the Township, and encourages our neighboring municipalities to do the same; and the Township supports the existing trails along the alignment of the Circuit Trails being designated as a "Circuit" Trail; and that Circuit guidance signage be installed in coordination with the Township's Public Works department.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Circuit Trails Coalition, the Governor of the State of Pennsylvania, the Pennsylvania Department of Transportation, the Pennsylvania Department of Conservation and Natural Resources or Environmental Protection, the Montgomery County Pennsylvania Commissioners, the Borough of Ambler, Abington Township, Springfield Township, Lower Gwynedd Township, and Whitemarsh Township.

RESOLVED, this 14th day of March, 2017.

ATTEST:

Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By:
Ira S. Tackel, President

RESOLUTION NO: 17-2257

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

(Signature and designation of official title)
Paul A. Leonard, Secretary

Upper Dublin Township
(Name of MUNICIPALITY)

By: _____
(Signature and designation of official title)
Ira S. Tackel, President

I, Ira S. Tackel, President
(Name) (Official Title)

of the Board of Commissioners of Upper Dublin Township, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 28th day of March, 2017.
(Name of governing body)

DATE: 3/28/2017

_____
(Signature and designation of official title)
Ira S. Tackel, President

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : 215-643-1600 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday - Friday 8AM to 5PM

B - Application Description

Location (*intersection*) : Pennsylvania Avenue (S.R. 2037) & S.R. 309 Ramps AB&R

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 64-3479

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☒ YES ☐ NO **System Number (*if applicable*) :** I-0038

If YES, provide locations of all signalized intersections in system.

Pennsylvania Avenue (S.R. 2037) & S.R. 309 Ramps AB&R, Pennsylvania Avenue (S.R. 2037) & Commerce Drive
Pennsylvania Avenue (S.R. 2037) & Summit Avenue
Pennsylvania Avenue (S.R. 2037) & Fort Washington Avenue (S.R. 2022)/Bethlehem Pike (S.R. 2018) & Hollywood Ave
Bethlehem Pike (S.R. 2018) & Lafayette Avenue Connector (S.R. 2001)

Explain the proposed improvements :

Addition of a Adaptive Traffic Control System to all intersections in the system and associated equipment upgrades needed to install the Adaptive System.

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☒ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Ed Geissler **Company/Organization :** Upper Dublin

Phone # : 215-643-1600 ext. 3806 **Alternative Phone # :** **E-mail :** egeissler@upperdublin.net

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☐ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☐ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☐ Capacity Analysis	☐ Other :
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	
☐ Traffic Signal Study	☐ Condition Diagram	

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department; and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A.Leonard,Township Manager **Date :** 3/23/2017

Signed By : [signature] **Witness or Attest :** Debra Ritter

Title of Signatory : Township Manager **Title of Witness or Attester** Manager's Office Admin

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : 215-643-1600 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday - Friday 8AM to 5PM

B - Application Description

Location (*intersection*) : Pennsylvania Avenue (S.R. 2037) & Commerce Drive

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 64-0401

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☒ YES ☐ NO **System Number (*if applicable*) :** I-0038

If YES, provide locations of all signalized intersections in system.

Pennsylvania Avenue (S.R. 2037) & S.R. 309 Ramps AB&R, Pennsylvania Avenue (S.R. 2037) & Commerce Drive
Pennsylvania Avenue (S.R. 2037) & Summit Avenue
Pennsylvania Avenue (S.R. 2037) & Fort Washington Avenue (S.R. 2022)/Bethlehem Pike (S.R. 2018) & Hollywood Ave
Bethlehem Pike (S.R. 2018) & Lafayette Avenue Connector (S.R. 2001)

Explain the proposed improvements :

Addition of a Adaptive Traffic Control System to all intersections in the system and associated equipment upgrades needed to install the Adaptive System.

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☒ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Ed Geissler **Company/Organization :** Upper Dublin

Phone # : 215-643-1600 ext. 3806 **Alternative Phone # :** **E-mail :** egeissler@upperdublin.net

D - Attachments Listing

☒ Municipal Resolution (*required*)
☐ Letter of Financial Commitment
☐ Traffic Signal Permit
☐ Warrant Analysis
☐ Crash Analysis
☐ Traffic Signal Study
☐ Location Map
☐ Photographs
☐ Straight Line Diagram
☐ Capacity Analysis
☐ Traffic Impact Study (TIS)
☐ Condition Diagram
☐ Traffic Volumes / Pedestrian Volumes
☐ Turn Lane Analysis
☐ Turn Restriction Studies
☐ Other :

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department; and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard, Township Manager Date : 3/23/2017

Signed By : Witness or Attest :

Title of Signatory : Township Manager Title of Witness or Attester : Manager's Office Admin

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : 215-643-1600 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday - Friday 8AM to 5PM

B - Application Description

Location (*intersection*) : Pennsylvania Avenue (S.R. 2037) & Summit Avenue

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 64-1649

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☒ YES ☐ NO **System Number (*if applicable*) :** I-0038

If YES, provide locations of all signalized intersections in system.

Pennsylvania Avenue (S.R. 2037) & S.R. 309 Ramps AB&R, Pennsylvania Avenue (S.R. 2037) & Commerce Drive
Pennsylvania Avenue (S.R. 2037) & Summit Avenue
Pennsylvania Avenue (S.R. 2037) & Fort Washington Avenue (S.R. 2022)/Bethlehem Pike (S.R. 2018) & Hollywood Ave
Bethlehem Pike (S.R. 2018) & Lafayette Avenue Connector (S.R. 2001)

Explain the proposed improvements :

Addition of a Adaptive Traffic Control System to all intersections in the system and associated equipment upgrades needed to install the Adaptive System.

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☒ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Ed Geissler **Company/Organization :** Upper Dublin

Phone # : 215-643-1600 ext. 3806 **Alternative Phone # :** **E-mail :** egeissler@upperdublin.net

D - Attachments Listing

☒ Municipal Resolution (*required*)
☐ Letter of Financial Commitment
☐ Traffic Signal Permit
☐ Warrant Analysis
☐ Crash Analysis
☐ Traffic Signal Study
☐ Location Map
☐ Photographs
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☐ Capacity Analysis
☐ Traffic Impact Study (TIS)
☐ Condition Diagram
☐ Traffic Volumes / Pedestrian Volumes
☐ Turn Lane Analysis
☐ Turn Restriction Studies
☐ Other :

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department; and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A.Leonard, Township Manager **Date :** 3/23/2017

Signed By : [signature] **Witness or Attest :** Debra Ritter

Title of Signatory : Township Manager **Title of Witness or Attester** Manager's Office Admin

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : 215-643-1600 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday - Friday 8AM to 5PM

B - Application Description

Location (*intersection*) : Pennsylvania Ave (S.R. 2037) & Fort Washington Ave (S.R. 2022)/Bethlehem Pk (S.R. 2018) & Hollywood Ave

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 64-0681

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☒ YES ☐ NO **System Number (*if applicable*) :** I-0038

If YES, provide locations of all signalized intersections in system.

Pennsylvania Avenue (S.R. 2037) & S.R. 309 Ramps AB&R, Pennsylvania Avenue (S.R. 2037) & Commerce Drive
Pennsylvania Avenue (S.R. 2037) & Summit Avenue
Pennsylvania Avenue (S.R. 2037) & Fort Washington Avenue (S.R. 2022)/Bethlehem Pike (S.R. 2018) & Hollywood Ave
Bethlehem Pike (S.R. 2018) & Lafayette Avenue Connector (S.R. 2001)

Explain the proposed improvements :

Addition of a Adaptive Traffic Control System to all intersections in the system and associated equipment upgrades needed to install the Adaptive System.

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☒ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Ed Geissler **Company/Organization :** Upper Dublin

Phone # : 215-643-1600 ext. 3806 **Alternative Phone # :** **E-mail :** egeissler@upperdublin.net

D - Attachments Listing

☒ Municipal Resolution (*required*)
☐ Letter of Financial Commitment
☐ Traffic Signal Permit
☐ Warrant Analysis
☐ Crash Analysis
☐ Traffic Signal Study
☐ Location Map
☐ Photographs
☐ Straight Line Diagram
☐ Capacity Analysis
☐ Traffic Impact Study (TIS)
☐ Condition Diagram
☐ Traffic Volumes / Pedestrian Volumes
☐ Turn Lane Analysis
☐ Turn Restriction Studies
☐ Other :

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department; and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard, Township Manager Date : 3/23/2017

Signed By : Witness or Attest :

Title of Signatory : Township Manager Title of Witness or Attester : Manager's Office Admin

RESOLUTION NO: 17-2252

pennsylvania DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES	**RESOLUTION PAGE**	COMMONWEALTH OF PENNSYLVANIA www.dcnr.state.pa.us/grants
DCNR-2015-C2P2-16	Application Information (*Indicates required information)	
Applicant/Grantee Legal Name:* **Upper Dublin Township**		Web Application ID:* **1102283**
Project Title:* **CC Trail & Road Diet - Midsection**		

WHEREAS, **Upper Dublin Township**

("Applicant") desires to undertake the following project

CC Trail & Road Diet - Midsection; and
(Project Title)

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled **"Grant Agreement Signature Page"**; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

NOW THEREFORE, it is resolved that:

1. The **"Grant Agreement Signature Page"** may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of **Township Manager**.
2. If this Official signed the **"Grant Agreement Signature Page"** prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the **"Grant Agreement Signature Page"**, signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the **TITLE** specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP
(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of the applicant this 28th day of March, 2017.

Secretary (Signature of the Secretary of the governing body)

IRA S.TACKEL, PRESIDENT, BOARD OF COMMISSIONERS

DCNR USE ONLY

Project Number: _____

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

RESOLUTION NO. 17-2253

RESOLUTION TO APPROVE
TRUMARK FINANCIAL CREDIT UNION
FOR THE TOWNSHIP'S GENERAL BANKING SERVICES

WHEREAS, the Township of Upper Dublin (the "Township") through its Finance Director recently submitted a request for proposal to six banking institutions seeking proposals for the Township's general banking services; and

WHEREAS, the Finance Director, having reviewed the proposals received in response to the request for proposal, has recommended establishing a banking relationship with TruMark Financial Credit Union ("TruMark Financial") for the Township's general banking services; and

WHEREAS, TruMark Financial's proposal quoted the lowest fees and the highest interest earning rate; and

WHEREAS, TruMark Financial is federally regulated by the National Credit Union Administration and fully compliant with Pennsylvania Act 72 of 1971 (72 Pa. Stat. Ann. §3836-1 et seq), which requires banking institution to collateralize one hundred two percent (102%) of the Township's bank deposits in excess of Two Hundred Fifty Thousand Dollars ($250,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Upper Dublin as follows:

1. The Township hereby authorizes its staff to establish a banking relationship with TruMark Financial Credit Union for the Township's general banking services.

RESOLVED, this 18th day of April, 2017.

ATTEST:

Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: _____
Ira S. Tackel, President

TOWNSHIP OF UPPER DUBLIN
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION 17-2254

A RESOLUTION IN SUPPORT OF A
CITIZENS COMMISSION
FOR LEGISLATIVE AND CONGRESSIONAL REDISTRICTING

WHEREAS, the citizens of the Township of Upper Dublin and the Commonwealth of Pennsylvania deserve a fair, fully transparent, impartial and de-politicized process of the decennial drawing of state legislature and congressional districts of near equal population; and

WHEREAS, The Pennsylvania Constitution requires that districts are compact, contiguous, and that no municipality is divided unless absolutely necessary and Upper Dublin Township has repeatedly been divided; and

WHEREAS, legislative and congressional redistricting often has resulted in the gerrymandering of districts to favor one political party or the other; and

WHEREAS, such gerrymandering of legislative and congressional districts has worked at times to the detriment of our representative democracy by impeding action on critical issues of importance to the people; and

WHEREAS, the creation of a truly independent citizens redistricting commission devoid of political motivation or partisanship will help to ensure a fair and accurate legislative and congressional redistricting process that respects political subdivisions, will prohibit districts from being drawn to favor or discriminate against a political party or candidate, will promote transparency, the use of impartial and sound methodology when setting district boundaries, and allow for public input, and will fully comply with the constitutional requirement that "no county, city, incorporated town, borough, township or ward" be divided "unless absolutely necessary;" and

WHEREAS, recent legislation has been introduced in the current legislative session to amend the Pennsylvania Constitution to reform the decennial legislative and congressional redistricting process with the intent of using fairness and sound methodology in a non-partisan fashion.

NOW, THEREFORE, BE IT RESOLVED that The Board of Commissioners of Upper Dublin Township does hereby support legislative efforts to secure expeditious action to make a constitutional amendment that would, among other reforms, assign the decennial task of both legislative and congressional redistricting to an independent citizens redistricting commission; and

BE IT FURTHER RESOLVED that we call upon all those elected officials in the Commonwealth of Pennsylvania who represent the citizens of the Township of Upper Dublin to publicly announce their support of and commitment to work towards passage of such legislative efforts, and that a copy of this resolution be delivered to each of them.

Governor Tom Wolf
Lieutenant Governor Mike Stack
Attorney General Josh Shapiro
United States Senator Bob Casey
United States Senator Pat Toomey
United States Rep. Brendon Boyle (13th Cong. District)
Pennsylvania Senator Vincent Hughes (7th District)
Pennsylvania Rep. Madeline Dean (153rd District)
Pennsylvania Rep. Thomas Murt (152nd District)
Pennsylvania Rep. Todd Stephens (151th District
Dr. Valerie Arkoosh, Chair, Montgomery County Commissioner
Joseph C. Gale, Montgomery County Commissioner
Kenneth E. Lawrence, Jr., Vice Chair, Montgomery County Commissioner
Kevin R. Steele , Montgomery County District Attorney

SO RESOLVED this 9th day of May, 2017.

Paul A. Leonard, Secretary

Ronald P. Feldman, Vice President

RESOLUTION NO. 17-2255

WHEREAS, Article XIII., Section 1301 of the Rules and Regulations for the Civil Service Commission provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township; and

WHEREAS, pursuant to Section 55635 of the First Class Township Code, the Civil Service Commission is required to make rules and regulations to be approved by the Upper Dublin Board of Commissioners providing for the examinations, practical in character, for positions in the Upper Dublin Police Force, relating to such matters as fairly test the merit and fitness of the persons examined.

NOW, THEREFORE, be it resolved that the Commissioners of Upper Dublin Township do hereby endorse and approve Amendment No.11 to the Rules and Regulations of the Civil Service Commission, a copy of which is attached hereto and made a part of this Resolution.

ADOPTED this 9th day of May, 2017 at a regular stated meeting of the Board of Commissioners.

By: _____
Ronald P. Feldman, Vice President

Attest: _____
Paul A. Leonard, Secretary

AMENDMENT NO. 11

RULES AND REGULATIONS
FOR THE
CIVIL SERVICE COMMISSION
UPPER DUBLIN TOWNSHIP

In accordance with Article XIII., Section 1301 of the Rules and Regulations For The Civil Service Commission, the Civil Service Commission hereby proposes the following amended regulations:

1. Article VII. Examination Process, Section 701. Examinations for Police Positions., A. Examination for the Position of Patrol Officer., (4) Intergovernmental Testing, shall be amended to include Bucks County in Intergovernmental Testing as follows:

> (4) Intergovernmental Testing - At the discretion of the Commission, the Commission may participate with other Bucks County and Montgomery County municipalities for Step 1 and Step 3 elements of the examination process. When such intergovernmental testing is elected by the Commission, the scheduling of the Oral Examination may be before or after the Physical Agility Test.

2. Article VII. Examination Process, Section 701. Examinations for Police Positions., B.. Examination for the Positions of Corporal, Sergeant and Lieutenant., shall be amended to provide for a combined patrol supervisor examination for the positions of Corporal and Sergeant by adding the following:

> (3) Patrol Supervisor Examination. - At the discretion of the Commission, the examination process for the position of Corporal and the position of Sergeant may consist of a combined/single Written Examination and a combined/single Oral Examination for both positions. The Passing Score and the Weighting shall be as provided in Section 701.B(1) of these Rules and Regulations. Separate eligibility lists shall be prepared for the position of Corporal and the position of Sergeant as provided in Section 801 of these Rules and Regulations.

3. Article VII. Examination Process, Section 701. Examinations for Police Positions., E., presently "Reserved", shall be amended to provide for the commencement of an examination or examinations when notified by the Municipal Governing Body of an anticipated vacancy or vacancies, as follows:

E. Examinations to Fill Anticipated Vacancies.

The Municipal Governing Body (Township Commissioners) may at any time notify the Commission of an anticipated vacancy or vacancies in the positions of Patrol Officer, Corporal, Sergeant, Lieutenant or Deputy Chief in the Police Department and request that the Commission commence an examination or examinations as provided in Article VII of these Rules and Regulations to establish and certify an eligibility list for such position or positions.

Approved by a majority of the Commission this 2nd day of May, 2017, at a special meeting of the Commission:

Kenneth J. Cooper, Chairperson

Laurence S. Nathan, Vice Chairperson

David F. Levy, Secretary

Frances F. Biedlingmaier, Alternate Member

ABSENT

Derek R. Hopper, Alternate Member

RESOLUTION NO. 17-2256

APPENDIX II – AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby request a Multimodal Transportation fund grant of $1,325,000.00 from the Commonwealth Financing Authority to be used for Fort Washington Cross County Trail & Road Diet – Mid - Section.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the official to execute all documents and agreements between the Township of Upper Dublin and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held May 9, 2017 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin this 9th day of May, 2017.

Upper Dublin Township
Name of Applicant

Board of Commissioners
Upper Dublin Township

By: _____
Ronald P. Feldman, Vice President

Montgomery
County

_____
Paul A. Leonard, Secretary

RESOLUTION NO: 17-257

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Upper Dublin Township (Name of MUNICIPALITY), Montgomery County, and it

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY

Upper Dublin Township
(Name of MUNICIPALITY)

By: _____
(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

I, IRA A. TACKEL (Name), PRESIDENT (Official Title)

of the Board of Commissioners of Upper Dublin Township (Name of governing body and MUNICIPALITY), do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners (Name of governing body), held the 13th day of June, 2017.

DATE: 6/13/2017

_____
(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : 610-643-1600 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday - Thursday 8:00 AM - 5:00 PM

B - Application Description

Location (*intersection*) : Bthlehem Pike (S.R. 2018) and Mattison Avenue

Traffic Control Device is : ☒ **NEW** Traffic Signal ☐ **EXISTING** Traffic Signal **(*Permit Number*) :** W-6449-06

Type of Device (*select one*) ☐ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☒ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☐ YES ☒ NO **System Number (*if applicable*) :**

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Pedestrian facilities upgrades, including ADA curb ramps, painted crosswalks, and Rapid Rectangular Flashing Beacons.

Associated with Highway Occupancy Permit (HOP)?: ☒ YES ☐ NO **If YES, HOP Application # :** 113792

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Jerry Smith **Company/Organization :** Upper Dublin Township

Phone # : 215-643-1600 **Alternative Phone # :** **E-mail :**

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☐ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☐ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☐ Capacity Analysis	☒ Other : Pedestrian Study
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	
☐ Traffic Signal Study	☐ Condition Diagram	

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard Date : 6/13/2017

Signed By : Witness or Attest :

Title of Signatory : Township Manager Title of Witness or Attester: Manager's Office Admin

RESOLUTION NO. 17-1258

A RESOLUTION CLOSING OUT COMMUNITY CONSERVATION PARTNERSHIPS GRANT PROJECT (BRC-TAG-19-146)

WHEREAS, the Upper Dublin Township has
(Name of grantee)

prepared a Feasibility Study for the
(Type of plan)

Twining Valley Golf Course area; and,
(Name of the area/facility)

WHEREAS, the purpose of the Plan is to determine the highest and best future use of the property for the community; and,

WHEREAS, the Plan was financed in part by a Community Conservation Partnerships Program grant under the administration of the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation, under contract number **BRC-**TAG-19-146.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners
(Name of governing body)

of the Upper Dublin Township that:
(Name of grantee)

a. The project was completed in accordance with the Grant Agreement.
b. All project expenditures have been made and were in accordance with the Grant Agreement.
c. The Plan and related materials are acceptable to the Upper Dublin Township.
(Name of grantee)
d. The Plan and related materials will be used to guide future recreation and conservation decisions.

ADOPTED THIS 13th DAY OF June, 2017, by the

Board of Commissioner of Upper Dublin Township
(Name of governing body and name of grantee)

Ira S. Tackel, President Board of Commissioners

Attest:
Paul A. Leonard, Township Manager

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA
RESOLUTION NO. 17-2259
LAND DEVELOPMENT APPLICATION U.D. NO. 17-01 FOR PRELIMINARY LAND DEVELOPMENT/SUBDIVISION APPROVAL FOR THE MIXED-USE DEVELOPMENT KNOWN AS "PROMENADE AT UPPER DUBLIN"

WHEREAS, BT Dreshertown, LP ("Developer") is the owner of a property located at Welsh & Dreshertown Roads, comprising approximately 25.4 acres of land (the "Property"); and,

WHEREAS, the Property is located in the OC Office Center Zoning District and designed according to the Mixed Use Development standards of Upper Dublin Township Zoning Code, Chapter 255, Sections 255-60.D. and 255-61.1; and,

WHEREAS, the Property will be developed pursuant to Preliminary Land Development Plans prepared by Gilmore & Associates, Inc., dated February 10, 2017, last revised on June 12, 2017, consisting of sheets 1 through 52 (the "Plans"), together with a Post-Construction Stormwater Management Report, prepared by Gilmore & Associates, Inc. dated February 10, 2017, last revised June 12, 2017 (the "Report"), all of which are incorporated herein by reference and expressly made a part hereof (the "Project"); and,

WHEREAS, the Property also will be developed pursuant to the Declaration of Covenants and Restrictions dated December 5, 2016, and the Amendment to Declaration of Covenants and Restrictions dated March 28, 2017 ("Covenants and Restrictions"); and,

WHEREAS, the Board of Commissioners, on June 7, 2017, conducted a hearing on the conditional use application of Developer (In Re: Application for Conditional Use of BT Dreshertown, LP.), and on this date, July 11, 2017, issued its Findings of Fact, Conclusion of Law, and Decision ("Conditional Use Approval"); and,

WHEREAS, the Developer desires to obtain preliminary land development approval of the Plans from the Upper Dublin Township Board of Commissioners in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary approval of land development application. UD #17-01, as shown on the Plans subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The Project shall be constructed in strict accordance with the Plans, the comments and details on the Plans, the Report, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement between the Developer

and the Township, in a form to be approved by the Township Solicitor, and entered into prior to recording of the final plans.

3. The Developer will provide security in a form acceptable to the Township Solicitor, and in an amount to be approved by the Township Engineer, for any improvements or common amenities shown on the Plans and required as a condition for final approval, including but not limited to internal roads, sidewalks, trails, stormwater management facilities, open space, landscaping, lighting, parking and off-site traffic improvements, including the Township inspection of the above, (to the extent such improvements are not separately escrowed by the Pennsylvania Department of Transportation).

4. All newly installed utilities serving the structures proposed to be built on the Property shall be placed underground.

5. The Township hereby approves the following waivers requested by the Developer:

   a. Waiver from compliance with Code Chapter 206.36.B, which requires 2 feet of clearance from top of storm pipes to top of pavement.

   b. Waiver from compliance with Chapter 206.103.B, which requires a Factor of Safety of 3 for infiltration of stormwater for underground seepage beds. The applicant requests a waiver to allow a Factor of Safety of 2.

6. The Developer shall comply with all conditions set forth in the review letter of the Township Engineer, Tom Fountain, dated July 6, 2017, except as modified by this Resolution

7. The Developer shall comply with all conditions set forth in the review letter of the Township Lighting Consultant, Stubbe Consulting, dated March 10, 2017, except as modified by this Resolution.

8. No electric vehicle recharging may be used for parking of any vehicle other than an electric vehicle.

9. Any exterior dumpster may only be emptied during the hours of 8 AM-6 PM., Monday through Sunday.

10. An emergency generator must be provided for any common area in all buildings.

11. All frontage improvements along Welsh and Dreshertown Roads contemplated in the Covenants and Restrictions or in the approved plans must be installed and completed prior to the issuance of the first occupancy permit.

12. Developer will work with the Township, as part of the final approval process, as to the sign and lighting standards for the Project regarding size, type, dimension, and lighting of signs, including dimming times and intensities.

13. Developer will provide the identity kiosk sign at Dreshertown and Welsh Roads for Planning Commission review and comment, prior to Final Plan approval.

14. Developer will execute a Cross-easement Agreement for additional overflow parking with BT Dryden to the reasonable satisfaction of Township Solicitor.

15. Developer will execute a Stormwater BMP O&M Agreement/covenant to the satisfaction of Township Solicitor.

16. Developer will execute an Agreement/covenant to repair, replace and maintain any stormwater facility installed in a state highway in furtherance of this Project, abrogating any Township responsibility therefor (unless the Township agrees, in its sole discretion to the payment of a fee for the Township to assume this responsibility), to the reasonable satisfaction of the Township Solicitor.

17. The Developer shall comply with all conditions set forth in the review letter of the Township Fire Services Department, dated March 14, 2017, except as modified herein and/or as modified as part of final land development/subdivision approval.

18. Developer shall provide traffic improvements, as approved by the Township Traffic Engineer, along Dreshertown and Welsh Roads, except as may be modified or superseded by future improvements associated with the development of Lots #1 and #2, a/k/a "BT DRESHERTOWN L.P."

19. Developer shall provide to the Township Engineer for his approval the legal descriptions for the open space areas, easements, rights of way, walking trails and the internal roads prior to the Plans being recorded.

20. The Developer shall offer in recordable form, subject to the approval of the Township Solicitor, a Declaration of Covenants and Restrictions binding itself and all future owners and assigns of the lots and units in the Project (collective the "Owners") to the perpetual maintenance of the neighborhood open space, the trails, roadways, rights-of-way, any retaining walls, streetlights, snow plowing, trash and recycling pickup, the curbs, sidewalks and the stormwater management facilities. In addition, the Owners will be responsible for maintenance and repair of all improvements, both above grade and subsurface, along Dreshertown and Welsh Roads, if said improvements are not maintained by PennDOT. Furthermore, no request or petition may be made to or filed with the Township requesting that the Township undertake, snow removal and ice control, trash removal, recyclable collection, yard waste collection, maintenance of the neighborhood open space, and similar services, or dedication of Stormwater Management Facilities, internal

roadways, sidewalks, neighborhood open space, retaining walls and trails, or other public and residential amenities, unless signed by 100% of the Unit Owners and all Eligible Mortgagees, there being no obligation of the Township to accept any such dedication if offered.

21. All roadways within the Project shall be undedicated, to be owned and maintained individually, jointly and severally by the Owners.

22. The Owners shall be responsible for providing services in the nature of but not limited to: snow removal, street maintenance, trail and sidewalk maintenance, landscaping and tree maintenance, recycling, street lighting, stormwater management and trash removal, it being understood that Upper Dublin Township will not be providing municipal services in the nature of those services to be provided by the Owners.

23. Developer shall construct the buildings, improvements, public and private common areas, facades, exteriors, balconies, windows, generally as depicted on the "Proposed Rendering" plans dated April 13, 2017. No material changes to these renderings can be made unless reviewed and accepted by the Township Engineer.

24. Developer shall make an open space contribution to Upper Dublin Township in the amount of One Thousand, Five Hundred Dollars ($1,500.00) per home or dwelling unit, as required by Ordinance No. 1111, as adopted by Upper Dublin Township on July 8, 2003, Chapter 110-13(d) of the Township Code. Payment shall be made on a per home/dwelling unit basis, payable to Upper Dublin Township, at the time of Building Permit application.

25. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

26. The Developer and Property are subject to a recorded Declaration of Covenants and Restrictions, dated December 5, 2016, and the Amendment to Declaration of Covenants and Restrictions dated March 28, 2017, which bind the applicant to, among other things, specific traffic improvements, cash contributions, traffic analyses, trails, overflow parking, and maximum number of residential units.

27. The maximum allowable impervious surface for this Property is 70.0 %.

28. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of the grant of final plan approval, unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid,

the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of the grant of final plan approval (or any written extension thereof), this contingent land development approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 11th day of July, 2017.

UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL, President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

RESOLUTION NO. 17-2260

AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County did submit an application for Pennsylvania's 2016 Green Light-Go program in the amount of $2,200,000.00 for the Welsh Road (PA 63) Corridor Fiber Optic B Signal Upgrades project.

Be it FURTHER RESOLVED, that the application was approved by the Pennsylvania Department of Transportation with its award subject to 1.) the Township issuing an acceptance letter, 2.) signing of the grant agreement by authorized officials of the Township and the Township identifying the sources of its funding match. Therefore, the Township of Upper Dublin does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President of the Board of Commissioners as the officials to execute all documents and agreements between the Township of Upper Dublin and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held August 8, 2017 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 8th day of August, 2017.

Upper Dublin Township
Name of Applicant

Board of Commissioners
Upper Dublin Township

By: _____
Ira S. Tackel, President

Montgomery
County

_____
Secretary, Paul A. Leonard

RESOLUTION NO: 17-2261

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Upper Dublin Township (Name of MUNICIPALITY), Montgomery County, and it

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY

By: (Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

I, IRA A. TACKEL (Name), PRESIDENT (Official Title)

of the Board of Commissioners of Upper Dublin Township (Name of governing body and MUNICIPALITY), do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners (Name of governing body), held the 8th day of August, 2017.

DATE: 8/8/2017

(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA

RESOLUTION NO. 17-2262

WHEREAS, the Declaration of Independence of the United States of America, mankind's polestar document of freedom and liberty, declared, "We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the Pursuit of Happiness"; and,

WHEREAS, in order to give meaning to this Declaration, our Nation's leaders must step forward whenever and wherever evil seeks to displace and cloud these truths and rights; and,

WHEREAS, such a time when evil sought to obscure such truths and rights occurred during a display of Nazi and racist protests occurring in Charlottesville, Virginia this past month; and,

WHEREAS, the promotion of Nazism and racism in the United States of America is an assault on the truths and rights that we, as Americans, cherish and for which truths and rights millions of Americans fought for during World War II; and,

WHEREAS, it is right and appropriate that this Board condemn actions that threaten the self-evident truths and unalienable rights declared by our founders and which guide our Nation;

NOW THEREFORE, BE IT RESOLVED this 12th day of September, 2017 by the Board of Commissioners of the Township of Upper Dublin that we affirm the belief that racism in all forms is evil and a perversion of the truths and rights upon which our Nation is founded and is governed; that the promotion of Nazism and racism is an affront to all American veterans and families that sacrificed so much during and after World War II through the present to combat and defeat that evil; and, that this Board declares to the citizenry of Upper Dublin Township that we shall and must be vigilant and decry such evil whenever and wherever it threatens our cherished truths and rights;

BE IT FURTHER RESOLVED that this Resolution be transmitted to the President of the United States; the Governor of the Commonwealth of Pennsylvania; Upper Dublin Township's State Representatives, State Senator, United States Senators, United States Congressmen; and publicly displayed and transmitted to the citizenry of the Township of Upper Dublin.

Adopted by the Board of Commissioners of Upper Dublin Township this 12th day of September, 2017.

UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL, President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

RESOLUTION NO. 17-2263

RESOLUTION TO ACCEPT DEED OF DEDICATION OF AN APPROXIMATE 0.64 ACRE PARCEL OF LAND FOR PUBLIC USE

WHEREAS, LSOP 3 PA 2, LLC (hereinafter "Grantor") is the owner of an approximate 0.64 acre unimproved parcel of land located at 554 Pinetown Road, Upper Dublin Township, Montgomery County, Pennsylvania, Tax Parcel No: 54-00-13480-00-2 (the "Property"); and

WHEREAS, the Upper Dublin Township Municipal Authority has identified the Property as an important property for future public use for transportation improvements to benefit the Fort Washington Office Center Park and Upper Dublin Township; and

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from Grantor a Deed of Dedication for the Property, more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the Property may be dedicated for public use and used by the Township or by the Upper Dublin Township Municipal Authority for future transportation improvements, or by the Township for open space.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deed of Dedication for the Property offered by Grantor to the Township, more fully described in attached Exhibit A, is hereby accepted.

2. The proper officers of the Township are authorized to reference this Resolution in the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 12th day of September, 2017

ATTEST:

Paul A. Leonard, Secretary

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By:
Ira S. Tackel, President

DEED OF DEDICATION

THIS INDENTURE is made this_____ day of _____, 2017, by and between LSOP 3 PA 2, LLC, having its principal offices at 335 Commerce Drive, Fort Washington, PA 19034, (hereinafter called the Grantor), and the TOWNSHIP OF UPPER DUBLIN, a municipal corporation organized and existing as a first class township pursuant to the laws of the Commonwealth of Pennsylvania, and having its municipal offices located at 801 Loch Alsh Avenue, Fort Washington, PA 19034, (hereinafter called the Grantee).

WITNESSETH

That the said Grantor, for and in consideration of the advantage to it accruing as well as for other considerations affecting the public welfare which it seeks to advance, has dedicated, granted, bargained, transferred, aliened, enfeoffed, released, and confirmed, and by these presents does dedicate, grant, bargain, transfer, alien, enfeoff, release, and confirm unto the said Grantee, its successors and assigns, all that certain lot or piece of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania, and being more fully shown on Exhibit "A" attached hereto and made a part hereof.

BEING Montgomery County Tax Parcel No: 54-00-13480-00-2.

TO HAVE AND TO HOLD the said lot or piece of ground above described unto the same Grantee, its successors and assigns, to and for Grantee's use in its sole discretion, for any and all public purposes.

And the said Grantor, its successors and assigns, by these presents, covenants, promises and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, shall nor will at any time hereafter, ask, demand, recover or receive of or from the Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason relating to Grantee's use.

And the said Grantor, for itself, its successors and assigns, does by these presents further covenant, promise and agree to and with the Grantee, its successors and assigns, that the said Grantor, and its successors and assigns, will warrant and forever defend the said lot of ground above-described unto the said Grantee, its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under Grantor, or any of them.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the said Grantor has caused this indenture to be duly executed the day and year first above written.

ATTEST: LSOP 3 PA 2, LLC

By: _____

I hereby certify that the precise address of the Grantee is 801 Loch Alsh Avenue, Fort Washington, PA 19034.

Witness: _____
Paul A. Leonard, Secretary

By: _____
Ira S. Tackel, President
Board of Commissioners
Township of Upper Dublin

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF MONTGOMERY :

On this, the day of, 2017, before me, a Notary Public, in and for the said County and Commonwealth, personally appeared _____, who acknowledged himself/herself to be the _____ of LSOP 3 PA 2, LLC a Pennsylvania Corporation, and that he, as such _____, being authorized to do so, executed the forgoing instrument for the purposes therein contained by signing the name of the corporation by himself as such _____.

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

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "A"

ALL THAT CERTAIN lot or piece of ground, situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, bounded and described according to a Minor Subdivision Plan of John J. Pileggi made by Charles E. Shoemaker, Inc., Engineers and Surveyors, dated 11-2-1988 last revised 4-3-1990 and recorded in Plan Book A-52 Page 61 as follows, to wit:

BEGINNING at a point of tangent on the Northwesterly side of Pinetown Road (60 feet wide) said point being measured on the arc of a circle curving to the right having a radius of 25 feet the arc distance of 39.78 feet from a point of curve on the Southwesterly side of Highland Avenue (50 feet wide); thence extending from said point of beginning and along the Northwesterly side of Pinetown Road South 46 degrees, 30 minutes West 131.47 feet to a point a corner of lands now or late of Montgomery CIDA as shown on the above mentioned plan; thence extending along same North 44 degrees, 40 minutes, 20 seconds West partly through the bed of 40 feet wide drainage right of way 150.09 feet to a point a corner of Lot No. 1 as shown on the above mentioned plan; thence extending along same the two following courses and distances: (1) North 25 degrees, 54 minutes, 37 seconds East crossing said drainage right of way 157.94 feet to a point and (2) North 45 degrees, 19 minutes, 40 seconds East 8.00 Feet to a point on the Southwesterly side of Highland Avenue aforesaid; thence extending along the same South 44 degrees, 40 minutes, 20 seconds East 180.29 feet to a point of curve as shown on the above mentioned plan; thence extending on the arc of a circle curving to the right having a radius of 25 feet the arc distance of 39.78 feet to a point, said point being the first mentioned point and place of beginning.

BEING Lot No. 2 as shown on the above mentioned plan.

BEING Parcel No. 54-00-13480-00-2

BEING the same premises which LSOP 3 PA 4, LLC a Delaware limited liability company by Deed dated 1/27/2014 and recorded 2/11/2014 in Montgomery County in Deed Book 5903 Page 2618 conveyed unto LSOP 3 PA 2, LLC, a Delaware limited liability company in fee.

RESOLUTION NO. 17-2264

RESOLUTION TO AUTHORIZE THE TOWNSHIP MANAGER TO PURCHASE 520 VIRGINIA DRIVE, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA ON BEHALF OF UPPER DUBLIN TOWNSHIP IN AN AMOUNT NOT TO EXCEED $5,080,860

WHEREAS, the Board of Commissioners of Upper Dublin Township is interested in purchasing improved property in Upper Dublin Township located at 520 Virginia Drive, Upper Dublin Township, Montgomery County, Pennsylvania, Tax Parcel No. 54-00-16375-12-2 (the "Property") from Brookwood Philadelphia I, LLC and Brookwood Philadelphia II, LLC in an amount not to exceed Five Million Eighty Thousand, Eight Hundred and Sixty Dollars, and no Cents ($5,080,860.00); and,

WHEREAS, the Board of Commissioners has identified the Property as an important asset to be used for Township services and has determined that the purchase of the Property is in the best interests of the residents of Upper Dublin Township and the Township; and,

WHEREAS, the Board of Commissioners of Upper Dublin Township is in agreement to allow Ira S. Tackel, President and Paul A. Leonard, Township Manager, to negotiate an agreement of sale on commercially reasonable terms, as approved by the Township Solicitor, and to execute all documents and agreements to facilitate and execute the purchase of said Property; and,

WHEREAS, the Board of Commissioners also desire the Township Manager and Township staff to review options for the sale of any under-utilized Township asset to offset this investment, and to promptly make recommendations to the Board of Commissioners on a public engagement process to assist with the design and repurposing of the building on the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Upper Dublin Township that:

1. The President of the Board of Commissioners and the Township Manager are authorized to negotiate an agreement of sale on commercially reasonable terms, as approved by the Township Solicitor, and to execute all documents and agreements to facilitate and execute the purchase of the Property.

2. The Township Manager and Township staff are directed to review options for the sale of any under-utilized Township asset to offset this investment.

3. The Township Manager and Township staff are further directed to promptly make recommendations to the Board of Commissioners on a public engagement process to assist with the design and repurposing of the building on the Property.

RESOLVED, this 12th day of September, 2017

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

ATTEST:

By: _____
Ira S. Tackel, President

_____
Paul A. Leonard, Secretary/Township Manager

RESOLUTION

No. 17-2265

A RESOLUTION OF UPPER DUBLIN TOWNSHIP MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA, APPROVING THE TRANSFER OF EATING PLACE RETAIL DISPENSER LIQUOR LICENSE # E-4990 INTO UPPER DUBLIN TOWNSHIP FROM ANOTHER LOCATION IN MONTGOMERY COUNTY, PENNSYLVANIA

WHEREAS, Act PL-90, art. IV, section 461 ("the Act"), as amended, (47 P.S. § 4-461, et seq.), which amends the Liquor Code, authorizes the Pennsylvania Liquor Control Board to approve, in certain instances, the transfer of restaurant liquor licenses across municipal boundaries within the same county regardless of the quota limitations provided for in Section 461 of the Liquor Code provided sales of liquor and malt or brewed beverages are legal in the municipality receiving the license; and

WHEREAS, the receiving municipality, upon request for approval of an inter-municipal transfer of a license, must hold at least one public hearing for the purpose of receiving comments and recommendations of interested individuals residing within the municipality concerning the applicant's intent to transfer a license into the municipality; and

WHEREAS, following the public hearing the municipality may approve the request by adopting a resolution; and

WHEREAS, sales of liquor and brewed beverages associated with a restaurant use are legal in Upper Dublin Township; and

WHEREAS, the Upper Dublin Township Board of Commissioners has held a public hearing for the purpose of receiving comments and recommendations of interested individuals residing within the Township concerning the intent of Bella Napoli, LLC to transfer a liquor license into the Township.

NOW, THEREFORE, BE IT RESOLVED, that Bella Napoli, LLC has requested the approval of the Board of Commissioners of Upper Dublin Township for the transfer of Eating Place Retail Dispenser License No. E-4990 from 870-872 Easton Road, Horsham, PA to a restaurant which Bella Napoli, LLC is presently operating at 1125 S. Bethlehem Pike, Upper Dublin Township, Ambler, PA 19002 (the "Premises"); and

BE IT FURTHER RESOLVED, That on November 14, 2017, the Upper Dublin Township Board of Commissioners held a public hearing to receive comments on the proposed liquor license transfer; and

BE IT FURTHER RESOLVED, that the Upper Dublin Township Board of Commissioners hereby approves by adoption of this Resolution the proposed transfer of liquor license # E-4990 into Upper Dublin Township to a restaurant presently located at 1125 S. Bethlehem Pike, Ambler, PA 19002.

BE IT FURTHER RESOLVED that the proposed license transfer is subject to approval by the Pennsylvania Liquor Control Board.

RESOLVED, this 14th day of November, 2017.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: _____
Ira S. Tackel, President

ATTEST:

_____
Paul A. Leonard, Township Manager/Secretary

I hereby certify that I am the Secretary of Upper Dublin Township and that the foregoing is a true and correct copy of the original resolution adopted by the Board of Commissioners of the Township on November 14, 2017.

_____
Paul A. Leonard, Township Manager/Secretary
Upper Dublin Township

Date: November 14, 2017

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA
RESOLUTION NO. 17- 2266
SUBDIVISION AND LAND DEVELOPMENT APPLICATION U.D. NO. 14-06
FOR PRELIMINARY LAND DEVELOPMENT/SUBDIVISION APPROVAL
THE DEVELOPMENT KNOWN AS "RUDDY TRACT"

WHEREAS, Prestige Property Partners, LLC ("Developer") is the equitable owner of a property located along Dreshertown Road north of Applewood Drive, comprising approximately 2.6 acres of land (the "Property"); and,

WHEREAS, the Property is located in the MD-Multi-Dwelling Zoning District and designed according to the Transitional Tract Development standards of Chapter 255.46 of the Township Zoning Ordinance; and,

WHEREAS, the Property will be developed pursuant to Preliminary Land Development Plans prepared by Charles E. Shoemaker, Inc., dated March 11, 2016, last revised on August 7, 2017, consisting of Sheets 1 through 20 (the "Plans"), together with a Post-Construction Stormwater Management Report, also prepared by C. E. Shoemaker Inc. dated July 7, 2017 (the "Report"), all of which are incorporated herein by reference and expressly made a part hereof; all of which are subject to revision or amendment prior to final plan submission or approval; and

WHEREAS, the Developer desires to obtain preliminary land development/subdivision approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary approval of the land development as shown on the Plans subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The development shall be constructed in strict accordance with the Plans, the comments and details on the Plans, the Report, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement between the Developer and the Township, in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.

3. The Developer will provide security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements and landscaping shown on the Plans.

4. All utilities serving the structures proposed to be built on the Property shall be placed underground.

5. The Township hereby approves the following waivers requested by the Developer:
   a. Waiver from compliance with Code Chapter 212.15.A.4, which requires 2% slopes maximum within the R-O-W.

6. The Developer shall comply with all conditions set forth in the review letter of the Township Engineer, Tom Fountain, dated September 13, 2017, except as modified herein and/or as modified as part of final land development/subdivision approval.

   a. With respect to Comments #2, #3, and #13 of the letter, the applicant agrees to construct improvements along the frontage of the property as may be required by PennDOT, subject to review and approval from the Township Traffic Engineer and Township Engineer.

   b. With respect to Comments #6, #7, and #8, these comments are not applicable. The applicant has obtained the variance relief required by the Township Zoning Officer.

7. The Developer shall comply with all conditions set forth in the review letter of the Township Lighting Consultant, Stubbe Consulting, dated August 31, 2017, except as modified herein and/or as modified as part of final land development/subdivision approval.

8. The Developer shall comply with all conditions set forth in the review letter of the Township Landscape Consultant, LandConcepts, dated September 18, 2017, except as modified herein and/or as modified as part of final land development/subdivision approval.

9. The Developer shall comply with all conditions set forth in the review letter of the Township Fire Services Department, except as modified herein and/or as modified as part of final land development/subdivision approval.

10. Developer shall provide to the Township Engineer for his approval the legal descriptions for the open space areas, easements, rights of way, walking trails and the internal roads prior to the Plans being recorded.

11. The Developer shall offer in recordable form, subject to the approval of the Township Solicitor, a Declaration of Covenants and Restrictions binding all of the units in the development to the development plan, prohibiting the subdivision of the tract into a greater number of lots, and creating a Homeowners Association for the perpetual maintenance of the open space, the trails, roadways, rights-of-way, any retaining walls, streetlights, snow plowing, trash and recycling pickup, the curbs and the stormwater management facilities. In addition, the Association will be responsible for maintenance and repair of all improvements, both above grade and subsurface, along Dreshertown Road, if said improvements are not maintained by PennDOT.

12. All roadways within the Development shall be undedicated, to be owned and maintained by a duly established non-profit corporation comprised of all unit owners within the Development ("HOA").

13. The Developer and thereafter the HOA shall be responsible for providing services in the nature of but not limited to: snow removal, street and driveway maintenance, trail and sidewalk maintenance, recycling, street lighting, stormwater management and trash removal, it being

understood that Upper Dublin Township will not be providing municipal services in the nature of those services to be provided by the HOA.

14. Developer shall construct the buildings, improvements, public and private common areas, facades, exteriors, balconies, windows, substantially as depicted on the proposed renderings and elevations dated May 26, 2016. No changes of substance to these renderings can be made unless reviewed and accepted by the Township Engineer, except modifications that may be required to become compliant with Design Standards and requirements of the MD District-Transitional Tracts.

15. Developer shall make an open space contribution to Upper Dublin Township in the amount of One Thousand, Five Hundred Dollars ($1,500.00) per home or dwelling unit, as required by Ordinance No. 1111, as adopted by Upper Dublin Township on July 8, 2003, Chapter 110-13(d) of the Township Code. Payment shall be made on a per home/dwelling unit basis, payable to Upper Dublin Township, at the time of Building Permit application.

16. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

17. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 14th day of November, 2017.

UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

RESOLUTION NO. 17-2267

A RESOLUTION ESTABLISHING THE BUDGET FOR FISCAL YEAR 2018.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2018 detailing the estimated amounts of money required for the specific purposes of the Upper Dublin Township government for the ensuing fiscal year including estimated receipts, expenditures and appropriations, and,

WHEREAS, the proposed 2018 budget was advertised as required by law and made available for public inspection on November 14, 2017, and,

WHEREAS, the proposed 2018 budget was advertised as required by law and was presented and amended at public hearings on November 18, 2017, and November 28, 2017 and,

WHEREAS, the proposed budget as amended will take effect on January 1, 2018;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, details of which are available upon request, for fiscal year 2018.

ADOPTED this 12th day of December 2017.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

BY: _____
Ira S. Tackel, President

ATTEST: _____
Paul A. Leonard, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA

RESOLUTION NO. 17-2268

LAND DEVELOPMENT APPLICATION NO. U.D. 17-02 FOR PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL FOR JEA SENIOR LIVING (1424 DRESHERTOWN ROAD)

WHEREAS, Dresher Care Group, LLC is the Developer and Equitable Owner of a 3.83 acre parcel of land located at 1424 Dreshertown Road, Upper Dublin Township, Montgomery County, Pennsylvania (the "Property"); and

WHEREAS, Dresher Care desires to construct a single story, Alzheimer's Special Care Center, 35,065 sq. ft. building, 66 beds, on a vacant, undeveloped parcel of land, as shown on site plans prepared by Kimley-Horn & Associates, Inc., last revised on October 12, 2017, consisting of 42 sheets, said plans hereinafter referred to as the "Plans," which Plans are incorporated herein by reference and expressly made a part hereof; and

WHEREAS, the Property is located in the A-Residential and DO-Dresher Overlay zoning districts; and

WHEREAS, the Zoning Hearing Board on June 26, 2017 granted variances for the development; and

WHEREAS, the Township has received reports from the following consultants: Tom Fountain, Township Engineer, dated November 16, 2017, Stubbe Consulting, Township Lighting

Consultant, dated July 25, 2017, Richard Collier, Township Landscape Consultant, dated November 27, 2017, and Jack Smyth, P.E. Township Traffic Consultant, dated August 14, 2017 (together "Reports"); and

WHEREAS, the developer desires to obtain preliminary/final land development approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code, 53 P.S. §10508.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary/final approval of the land development as shown on the Plans and described in the Reports subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.
2. The development shall be constructed in strict accordance with the Plans, the Plan comments and details, the Reports, the terms and conditions of this Resolution and the terms and conditions of a Land Development Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.
3. Dresher Care shall provide financial security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements, lighting and landscaping shown on the Plans.
4. All utilities serving the structures proposed to be built on the Property shall be placed underground.
5. The following four waivers from requirements of the Subdivision and Land Development Code (SALDO) have been requested and are hereby granted:

- Waiver from providing a 20 ft. open space setback between the curbline of any parking area and the outside wall of the building as required by §212.17.D of the SALDO
- Waiver to allow storm drains less than 18" as required by §212.24.C.2 of the SALDO.
- Waiver to allow stormwater facilities within 20 feet of lot lines as required by §212.24.C.12 of the SALDO.
- Waiver from providing 9 replacement trees as required by §212.32.H of the SALDO.

6. Compliance with the Township Engineer Tom Fountain's letter of November 16, 2017, except that items #9 and #10 are not applicable.
7. Compliance with Township Traffic Engineer Jack Smyth's review letter of November 13, 2017.
8. Compliance with Township Lighting Consultant review letter dated July 25, 2017
9. Compliance with the Township Landscape Consultant review letter dated November 27, 2017.
10. Compliance with Township Planning Commission request to add "No Through Traffic" signage to deter through traffic.
11. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans, traffic improvements, and the Land Development Agreement shall be borne entirely by the developer and shall be at no cost to the Township.

12. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code, 53 P.S. §10509(b) the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this conditional preliminary/final land development approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 12th day of December, 2017.

UPPER DUBLIN TOWNSHIP

BY: _____
IRA S. TACKEL, President

Attest: _____
PAUL A. LEONARD, Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA

RESOLUTION NO. 17-2269

LAND DEVELOPMENT APPLICATION NO. U.D. 17-08 FOR PRELIMINARY LAND DEVELOPMENT APPROVAL FOR BAY, LLC (475 PENNSYLVANIA AVENUE)

WHEREAS, Energy Realty OPII, L.P. is the owner and Bay, LLC (BAY) the Developer and Equitable Owner of a 0.64 acre (gross) 0.39 acre (net) (16,971 sq.ft.) parcel of land located at 475 Pennsylvania Avenue, at the intersection of Commerce Drive and Pennsylvania Avenue, Upper Dublin Township, Montgomery County, Pennsylvania (the "Property"); and

WHEREAS, BAY desires to construct a single story, 1,362 sq. ft. building on the footprint of an existing former gasoline filling station with 21 parking spaces on the Property, as shown on a site plan prepared by K & W Engineering Environments dated September 11, 2017, last revised on November 1, 2017, sheets 1 through 9, said plans hereinafter referred to as the "Plans," which Plans are incorporated herein by reference and expressly made a part hereof; and

WHEREAS, the Property is located in the EC-Employment Center zoning district, the FW Fort Washington Overlay District, and within the Flood Plain Conservation District, as the site is located in the 100-year floodplain as currently defined by the Flood Emergency Management Agency; and

WHEREAS, the Zoning Hearing Board on November 27, 2017 granted variances for the development related to the change or resumption of a nonconforming use, permitted uses in the Floodplain Conservation District, and dimensional standards for maximum window sill height and lintel height (a copy of their Decision and Order being attached hereto as Exhibit "A," incorporated by reference and expressly made a part hereof); and

WHEREAS, the Township has received reports from the following consultants: Stubbe Consulting, LLC, lighting consultant, dated November 17, 2017 and Tom Fountain, Township Engineer, dated November 20, 2017 (together "Reports"); and

WHEREAS, BAY desires to obtain preliminary land development approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code, 53 P.S. §10508.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary approval of the land development as shown on the Plans and described in the Reports subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. BAY shall construct the development in strict accordance with the Plans, the Plan comments and details, the Reports, the terms and conditions of this Resolution and the terms and conditions of a Land Development Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the final Plans.

3. BAY shall install roadway improvements, including the installation of a widened cartway, curbs and six foot wide sidewalk, including the radius corner at Commerce Drive, as approved by the Township Engineer, in conjunction with the other site improvements. BAY's Plans shall be revised to show these improvements.

4. BAY shall install curbing along the edges of internal parking areas and some edges along the exterior edges of the parking lot and the Plans shall be revised to show these details.

5. BAY's Plans shall be revised to show the following upgrades to construction details:

(a) Concrete for sidewalk needs to be Class AA-3,750 psi. (change from 3,300).

(b) Parking lot pavement section-add 2" binder course between wearing and base.

6. BAY shall place underground and waterproof all utilities serving the structures proposed to be built on the Property if approved by the utility providing the service.

7. BAY, its successors and assigns, shall provide the services of bonded security personnel whenever cash receipts are transferred from the Property.

8. BAY, its successors and assigns, shall submit prior to final plan approval, and update annually thereafter, an emergency evacuation plan reviewed and approved by the Township Fire Marshal.

9. As requested, BAY is granted the following two waivers from requirements of the Subdivision and Land Development Code (SALDO):

(a) Waiver from constructing a softening buffer as required by §212.17.F(2) of the SALDO.

(b) Waiver from providing a 20 ft. open space setback between the building and parking area as required by §212.17.D of the SALDO.

10. BAY shall comply with the provisions of the Township Engineer's review letter dated November 20, 2017, except to the extent waivers and deferrals are granted herein.

11. BAY shall install a street light and pole on the Pennsylvania Avenue frontage consistent with existing street lights and poles on Pennsylvania Avenue as approved by the Township Engineer.

12. BAY shall install at its cost, but not to exceed One Hundred Twenty-Five Thousand Dollars ($125,000), landscape and hardscape improvements on the property of Bucks County Water and Sewer Authority and Upper Dublin Township at the Commerce Drive entranceway into the Industrial Park (subject to the grant of an easement by BCWSA) as set forth in the memorandum of Esquire Landscapes LLC dated December 7, 2017. A plan showing details of these improvements shall be added to the final plan set and approved by the Township Engineer following review. This requirement shall satisfy the proposal by BAY to enter into a Host Community Agreement with the Township.

13. BAY shall comply with the lighting requirements as determined by the Township's lighting consultant in its Report dated November 17, 2017.

14. BAY shall grant gateway and access easements to Upper Dublin Township and the Bucks County Water and Sewer Authority.

15. Prior to the recording of final plans for the development, BAY shall provide financial security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements, roadway improvements, lighting and landscaping shown on the Plans.

16. BAY agrees that retail sales from the Property are limited to "medical marijuana" including all "forms of medical marijuana" as such terms are defined in the Pennsylvania Medical Marijuana Act, 35 P.S. §10231.101 *et seq.* and accessories associated with its administration. The sale of marijuana in any form at the Site to anyone for non-medical

purposes or for recreational use is prohibited and no consumption of product sold on the Property may occur on the premises.

17. BAY shall bear all of the cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans, traffic improvements, and the Land Development Agreement and there shall be no cost to the Township.

18. As provided at §212-47 of the Upper Dublin Subdivision and Land Development Code, BAY shall file the final plan complying with this Resolution and all applicable requirements within 12 months from the date of this Preliminary Development Plan approval. Failure to do so shall make the approval of this preliminary plan null and void unless an extension of time is granted in accordance with the above referenced section.

Approved by the Board of Commissioners of Upper Dublin Township this 12th day of December, 2017.

UPPER DUBLIN TOWNSHIP

BY: _____
IRA S. TACKEL, President

Attest: _____
PAUL A. LEONARD, Secretary

RESOLUTION NO. 18-2270

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, FOR REIMBURSEMENT FROM PENNDOT ON THE VIRGINIA DRIVE BRIDGES OVER PINE RUN REPLACEMENT PROJECT

Be it resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania that the Secretary of said Township or the Assistant Township Manager of said Township be authorized and directed to sign the attached Agreement on its behalf.

ADOPTED this January 9, 2018.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

By: _____
Ira S. Tackel, President

Attest:

_____
Jonathan Bleemer
Assistant Township Manager

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA
RESOLUTION NO. 18-2271

Whereas, Upper Dublin Township has received a $2.853 Million grant from the PennDOT Multimodal Transportation Fund for the Fort Washington Cross County Trail & Road Diet project, and

Whereas, Upper Dublin Township has received a $250,000 grant from the PA Department of Community & Economic Development through the Greenways, Trails and Recreation program for the Fort Washington Cross County Trail & Road Diet project, and

Whereas, Upper Dublin Township has received a $337,500 grant from the PA Department of Conservation & Natural Resources through the C2P2 program for the Fort Washington Cross County Trail & Road Diet project, and

Whereas, Upper Dublin Township has received a $100,000 grant from Montgomery County through the Montco2040 Implementation Grant Program for the Fort Washington Cross County Trail & Road Diet project, and

Whereas, the Fort Washington Cross County Trail & Road Diet project will be phased in construction to complete the project elements as submitted in the above referenced grant applications.

Be It Resolved, Upper Dublin Township is committed to full construction of the Fort Washington Cross County Trail & Road Diet project as submitted in the above referenced grant applications.

Be It Further Resolved, Upper Dublin Township will return any funds received from the above referenced grants if all Fort Washington Cross County Trail & Road Diet project elements as submitted in the above referenced grant applications are not constructed.

Approved by the Board of Commissioners of Upper Dublin Township this 13th day of February, 2018.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin this 13th day of February, 2018.

UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL, President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS

RESOLUTION NO. 18-2272

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, That

WHEREAS, In 1872, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our township increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners does hereby proclaim April 27, 2018 as

ARBOR DAY

in the Township of Upper Dublin, and urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

RESOLVED, this 13th day of February, 2018.

ATTEST:

Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By:
Ira S. Tackel, President

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA

RESOLUTION NO. 18-2273

LAND DEVELOPMENT APPLICATION NO. U.D. 16-06 FOR PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL FOR THE DEVELOPMENT KNOWN AS THE "MATTISON ESTATE" (701 SOUTH BETHLEHEM PIKE)

WHEREAS, Lindenwold Residential Associates, LLC ("Developer") is the equitable owner of a 45.523 acre tract of land located at 701 South Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania, at the intersection of South Bethlehem Pike and Lindenwold Terrace, with approximately 1300 feet of frontage on Bethlehem Pike, tax parcel numbers 54-00-02290-005 and 54-00-06163-002 (the "Property"); and,

WHEREAS, the Property is subject to a Declaration of Covenants and Restrictions dated November 21, 2014, recorded in the Montgomery County Recorder of Deeds at Deed Book 5937, page 01405, which Declaration, *inter alia*, sets forth specific restrictions and specific obligations with regard to future development of the Property with regard to the significant historic assets located at the Property (except as modified by a final Preservation Easement defined below), and is incorporated herein by reference and expressly made a part hereof; and,

WHEREAS, Developer has proposed a mixed use development for the Property known as "The Mattison Estate" pursuant to the provisions of the MRH Mixed Use Residential-Historic

District consisting of 32 twin homes, 72 townhomes and 250 independent senior living apartments with structured parking and associated amenities (the "Project"); and,

WHEREAS, Developer submitted a preliminary/final land development plan for the Project prepared by Bohler Engineering PA, LLC, Inc. dated April 28, 2016, last revised on November 21, 2017, sheet nos. 1 through 88, said plans hereinafter referred to as the "Plans," which Plans are incorporated herein by reference and expressly made a part hereof; and,

WHEREAS, Developer submitted a subdivision plan prepared by Bohler Engineering, Inc. dated January 9, 2018, last revised January 23, 2018, which subdivision plan divides the property into five (5) parcels: parcel 1, a 34.891 acre parcel to be conveyed to Dublin Villa Development, LLC ("DVD") for development of the 32 twin homes and 72 townhouse units; parcel 2, a 7.910 acre parcel to be conveyed to SBLP Upper Dublin L.L.C. ("SB") for development of the 250 independent senior living apartments with structured parking and associated amenities; parcel 3, a 1.131 acre parcel consisting of the historic castle known as the Mattison Estate; parcel 4, a 0.217 acre parcel consisting of the historic Bethlehem Pike Gatehouse; and parcel 5, a 0.473 acre parcel consisting of the historic Cedar Road Gatehouse; and,

WHEREAS, Developer submitted in furtherance of its application a Transportation Impact Study prepared by McMahon Associates, Inc. dated November, 2014, last revised July, 2017, ("Traffic Report"), a Roadway Drainage Report dated July 2017 and a Pennsylvania Department of Transportation Highway Occupancy Permit Application, last revised November 13, 2017, which Reports and application are incorporated by reference and expressly made a part hereof; and,

WHEREAS, Developer submitted in furtherance of its application a draft Declaration of Reciprocal Easements and Restrictions governing the rights and responsibilities of the Developer, DVD and SB ("Declaration") (a copy of said Declaration is attached hereto as Exhibit "A", incorporated by reference and expressly made a part hereof); and,

WHEREAS, Developer also submitted in furtherance of its application a draft Deed of Preservation Easement for the Castle at Mattison Estate/St. Mary's Villa and other Historic Assets (including the Castle, the stone entrances, the iron gates, the perimeter stone walls, the lake and retaining walls, the gazebo, site statuary and the springhouse ruins), with preliminary exhibits setting forth the plans and specifications for the initial restoration of the Castle and other Historic Assets, future restoration and permitted future alterations for the Castle, and minimum maintenance requirements for the Castle and other Historic Assets ("Preservation Easement") (a copy of the draft Preservation Easement is attached hereto as Exhibit "B", incorporated by reference and expressly made a part hereof); and,

WHEREAS, the Board of Commissioners on May 9, 2017, granted Conditional Use approval for a mixed use residential-historic district development, pursuant to the provisions of the Upper Dublin Township Code, Chapter 255, Article XXXVII, §§ 255-281 – 255.286 (a copy of the Conditional Use approval dated May 9, 2017, is attached hereto as Exhibit "C," incorporated by reference and expressly made a part hereof); and,

WHEREAS, the Developer desires to obtain preliminary/final land development approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code, 53 P.S. §10508.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary/final approval of the land development as shown on the Plans and described in the Reports subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The development shall be constructed in strict accordance with the Plans, except as modified pursuant to paragraphs 14-16 below, the Plan notes and details, the Reports, the terms and conditions of this Resolution and the terms and conditions of a Land Development Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the Plans.

3. Developer, DVD and SB shall enter into a Post Construction Stormwater Management and Best Management Practices Operations and Maintenance Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the Plans.

4. Developer shall provide financial security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements, erosion and sedimentation control, stormwater management, lighting and landscaping shown on the Plans.

5. All utilities serving the structures proposed to be built on the Property shall be placed underground.

6. Developer shall obtain a final highway occupancy permit from the Pennsylvania Department of Transportation ("PennDOT"), modified to incorporate the October 3, 2017 review letter and December 7, 2017 email comments of the Township's

traffic engineer, Jack Smyth, Jr., P.E., Boles Smyth Associates, Inc., and provide such financial escrows for the traffic improvements as required by PennDOT, subject to the review and approval of the Township Engineer.

7. Developer shall enter into a final Preservation Easement, and finalize the initial restoration plans for the Castle and the other Historic Assets identified therein, within sixty (60) days of the date of this Resolution, subject to the review and approval of the Preservation Alliance for Greater Philadelphia, KSK Engineers, Inc. and the Township.

8. Developer shall complete the initial restoration of the Castle and other Historic Assets in accordance with the Preservation Easement within eighteen (18) months of the date of execution of the Development Agreement. Prior to or contemporaneous with the execution of the Land Development Agreement and posting of required financial security with Upper Dublin Township to assure proper installation of site improvements, a separate financial security agreement shall be entered into with the Township in an amount necessary to complete the initial restoration of the Castle and other Historic Assets in accordance with bona fide bids furnished to and approved by The Preservation Alliance of Greater Philadelphia, KSK Engineers, Inc. and the Township.

9. Developer shall enter into separate Preservation and Façade Easements for the historic Cedar Road Gatehouse and the historic Bethlehem Pike Gatehouse with the Preservation Alliance of Greater Philadelphia prior to execution of the Development Agreement, subject to review and approval by the Township Engineer and Township Solicitor.

10. There shall be no additions to the historic Cedar Road Gatehouse or the historic Bethlehem Pike Gatehouse, and no accessory uses in the rear or side yards such as

decks, sheds, swimming pools or detached garages, without application to and approval by the Township and compliance with all applicable Township Codes and the applicable Preservation and Façade Easement.

11. Developer shall provide a one time donation to the Preservation Alliance of Greater Philadelphia in the amount of One Hundred and Twenty Thousand Dollars ($120,000.00), within sixty (60) days of the date of execution of the Development Agreement, for oversight of the initial restoration of the Castle and other Historic Assets and the required on-going maintenance of the Castle and other Historic Assets.

12. Developer shall obtain approval from the Federal Emergency Management Agency of a Letter of Map Amendment and submit a revised Flood Insurance Rate Map for the Property to the Township prior to the start of construction.

13. Developer shall obtain all permits and approvals necessary for the St. Mary's Villa lake reduction and stream restoration consistent with the Memoranda of Agreement between the United States Army Corp of Engineers ("US COE") and the Pennsylvania Historic Preservation Officer, pursuant to 36 C.F.R. §§ 800.6(b)(1) and 33 C.F.R., Part 325, Appendix C, and pursuant to permits issued by the US COE and the Pennsylvania Department of Environmental Protection ("PA DEP"), subject to review and approval by the Township Engineer and by the Preservation Alliance of Greater Philadelphia.

14. Developer shall modify the Plans to conform to the Township Engineer's review letter dated October 20, 2017.

15. Developer shall modify the landscape plan for the development, sheets 46-56 of 88 of the Plans, to incorporate the review letter of the Township's landscape consultant, Land Concepts, Inc., dated November 1, 2017.

16. Developer shall modify the lighting plan for the development, sheets 48 and 57-63 of 88 of the Plans, to incorporate the review comments of the Township's lighting consultant, Stubbe Consulting, LLC, dated October 20, 2017.

17. Developer shall enter into a contract with the Bucks County Water and Sewer Authority to supply sanitary sewer service to the development.

18. Developer shall enter into a contract with Ambler Borough Water Department to provide water service to the development.

19. Developer shall comply with the terms and conditions of the conditional use decision granted by the Board of Commissioners on May 9, 2017.

20. Developer shall provide to the Township Engineer for his approval the legal descriptions for the easements prior to the Plans being recorded.

21. Developer shall offer in recordable form, subject to the approval of the Township's Solicitor, the final Declaration governing the rights and responsibilities of the Developer, DVD and SB, prior to the Plans being recorded.

22. The Developer, DVD and SB, and any homeowners association subsequently formed by DVD, shall provide for the perpetual maintenance of the open space, the trails, roadways, rights of way, all retaining walls, street lights, the curbs, the stormwater management facilities, the lake and stream. All roadways in the development shall be undedicated and the Developer, DVD and SB, including any subsequently formed homeowners association, shall be responsible for providing services in the nature of but not

limited to: snow and ice removal, street and driveway maintenance, trail and sidewalk maintenance, recycling, street lighting, stormwater management maintenance, Post Construction Stormwater Management BMPs maintenance and trash removal, it being understood that Upper Dublin Township will not be providing municipal services in the nature of these services to be provided by the Developer, DVD, SB and any subsequently formed homeowners association.

23. Developer shall pay to the Township an open space fee in the amount of $1,500.00 for each of the 354 proposed dwelling units, for a total open space fee of Five Hundred Thirty One Thousand Dollars and No Cents ($531,000.00), in compliance with Township Code, Chapter 110-13(d). The fees shall be paid at the time the Developer, DVD or SB applies for a building permit for a dwelling unit(s).

24. Developer shall notify the Township within thirty (30) days of full occupancy of the 104 residential units, full occupancy of the 250 independent senior living apartments and full employment and staffing achieved at the senior living apartment complex. Within ninety (90) days of concurrence by the Township, Developer will obtain two (2) separate weekday traffic counts limited to a Tuesday, Wednesday or Thursday which satisfy PennDOT requirements for a Traffic Signal Warrant Analysis at the future entrance to the development from Bethlehem Pike at Mattison Avenue and at Bethlehem Pike and Lindenwold Terrace. Developer will prepare a Traffic Signal Warrant Analysis for the two intersections listed above and will use the higher of the two traffic counts as the basis for the analysis. If PennDOT authorizes issuance of a permit for traffic signalization at the future entrance to the development from Bethlehem Pike at Mattison Avenue and/or

at Bethlehem Pike and Lindenwold Terrace, the Developer shall fund design and construction as required by a new Traffic Signal Permit plan to be approved by PennDOT.

25. Developer shall obtain a permit or other approval from the Montgomery County Conservation District for the erosion and sedimentation control plan, stormwater management facilities and post construction stormwater management plan prior to the start of construction.

26. The Developer has requested 27 waivers of the Subdivision and Land Development Ordinance ("SALDO") and other Township Ordinances. The requested waivers are hereby granted or granted with conditions, as follows:

(a) A waiver from section 99-17.D.(1) to 72% disturbance of existing 10-15% slopes in accordance with state erosion and sedimentation pollution control standards in lieu of the maximum permitted disturbance of 40%.

(b) A waiver from section 99-17.D.(2) to 70% disturbance of existing 15-25% slopes in accordance with state erosion and sedimentation pollution control standards in lieu of the maximum permitted disturbance of 30%.

(c) A waiver from section 99-17.D.(3) to 42% disturbance of existing 25% or greater slopes in accordance with state erosion and sedimentation pollution control standards in lieu of the maximum permitted disturbance of 15%.

(d) A waiver from section 158-14.D.(3).(d) and 158-14.D.(3).(e) to permit site lighting as proposed by the lighting plan to remain on after 11pm in hours of darkness (but controlled by photocell or other automatic switching) for safe pedestrian and vehicular circulation throughout the residential

development and independent senior living facility given varying shift changes, visitation, and emergency needs, subject to review and adjustment by the Township after one full year of operation at full capacity.

(e) A partial waiver from section 206-31.J to permit disturbance of the small pocket of the riparian corridor district limited to the area identified as being within 1 ft. above the 100-year water surface elevation as identified in the site-specific flood study prepared by Skelly & Loy, Inc. This waiver is limited to the area which is beyond 50 ft. from the top of bank and outside of the 100-year floodplain, and is created due to a small depression in the ground adjacent to the stream.

(f) A waiver from section 206-35.F. to permit the below-grade detention facilities to count towards the water quality requirement in a similar manner detailed in the PADEP BMP Manual.

(g) A waiver from section 206-36.B. to permit BMPs to retain runoff for a 72 hour period in lieu of the maximum permitted 48 hour period and to allow a factor of safety of 2 in lieu of the required factor of safety of 3, in compliance with the PADEP BMP Manual.

(h) A partial waiver from section 206-103.B(1) to permit stormwater pipe sizes of fifteen (15) inches, in lieu of the minimum permitted eighteen (18) inches, to provide for clearance between proposed stormwater and sanitary pipes, as specifically identified in the Storm Sewer Profile Plans.

(i) A partial waiver from section 206-103.B(3) to permit stormwater junctions to match inverts in lieu of the required 2 inch drop within storm structures in an effort to provide adequate pipe cover over the affected portion of the conveyance system, provided all stormwater junctions are constructed in accordance with PennDOT requirements and the Storm Sewer Profile Plans.

(j) A waiver from section 206-103.B.(11) to permit standard PennDOT inlets at sump conditions provided adequate conveyance is achieved under actual conditions as predicted in the stormwater calculations.

(k) A partial waiver from section 206-103.B.(13) to permit less than 2 ft. of cover over stormwater pipe provided a minimum of 1 ft. of cover is achieved in these locations in accordance with manufacturer specifications and subject to approval of the Township Engineer.

(l) A partial waiver from section 206-103.F(1) to permit inlets to be placed at the curved portion of curbs in cases in which the curb radii is large enough to accommodate a short straight section of inlet; provided, however, the partial waiver is not applicable at the base of ADA ramps.

(m) A waiver from section 212-8 to allow for no dedication of right-of-way along the frontages of the Property; provided Developer grants the Township an easement between the legal and ultimate right of ways for access, inspection and maintenance.

(n) A waiver from section 212-14.J to allow for no dedication of right-of-way along the frontage of the Property; provided the Developer grants the

Township an easement between the legal and ultimate right of ways for access, inspection and maintenance.

(o) A partial waiver from section 212.15.A.9 to permit site features within the required sight triangles at the main site access drive along Bethlehem Pike to preserve historic features within the areas of the sight triangles that would otherwise be required at this access drive. In lieu of sight triangles, the access driveway is designed in consideration of sight distances in accordance with PennDOT rules and regulations.

(p) A waiver from section 212-15.B to allow for no dedication of right-of-way along the frontages of the Property; provided the Developer grants the Township an easement between the legal and ultimate right of ways for access, inspection and maintenance.

(q) A waiver from section 212-16.A(2) to permit the Lindenwold Terrace one-way site access driveway to be 12 ft. wide and the Bethlehem Pike one-way site access driveway to be 14 ft. wide in lieu of the minimum required 18 ft. wide access driveway to preserve the existing perimeter historic walls located at both entrances.

(r) A waiver from section 212-17.B to permit perpendicular parking along the private streets not separated from the cartway by a minimum of 7 feet in an effort to minimize impervious coverage on site and maximize landscape buffering capability in these areas.

(s) A waiver from section 212.17.D to permit parking within 10 feet of the independent senior living facility.

(t) A waiver from section 212-18 to provide sidewalk on only one side of the internal private streets in an effort to minimize impervious cover

(u) A waiver from section 212-19 to maintain existing curb along the surrounding roads and/or to only add curb along Bethlehem Pike as required by PennDOT so not to detract from the preservation of the historic district in which this Property lies.

(v) A partial waiver from section 212-23.A and from section 99-3 to permit the removal of excess topsoil for use by Upper Dublin Township, as directed by Upper Dublin Township.

(w) A partial waiver from section 212-24.C.4 to allow for twin/townhome roof runoff to discharge to grade via downspouts yet ultimately flow through the conveyance system to infiltration facilities on the Property. As proposed by the Plans, the waiver is also to allow roof runoff from the independent senior living campus via conveyance piping direct to the proposed infiltration facilities. This waiver is based on limited infiltration capabilities as found during testing of the site and is granted conditioned on a permit issued by MCCD, consistent with PA DEP's BMP Manual, and is further conditioned on review and approval by the Township Engineer on a building by building basis.

(x) A waiver from section 212-32.E(1)(i) to permit the use of the updated tree survey plan in lieu of a schedule to identify existing trees to be removed and existing trees to remain.

(y) A waiver from section 212.32.F(1)(b)[2] to permit trees as close as 2.5 ft. to the public sidewalk along Road A and between 3 to 8 ft. in some other locations throughout the site in lieu of the minimum required 8 ft. separation.

(z) A waiver from section 212-32.F.8 to allow for disturbance of the watercourse buffer in two (2) areas: 1) to allow for redevelopment of prior developed/disturbed lands surrounding St. Mary's Lake, technically within the watercourse buffer, given that the disturbance area in question does not drain toward the "waters" associated with the lake (now nor after the stream restoration project) because the area in question technically does not meet the intent of a riparian buffer; and, 2) to fill in a small pocket/void area only defined as buffer due to it being within 1 ft. of the site-specific 100-year flood limits, not within the limits of the 100-year storm.

(aa) A waiver from section 212-32.H(1) strictly for the ratio at which the trees have been replaced.

27. The independent senior living apartments and associated amenities shall be owned and operated by a for profit entity for a minimum of twenty (20) years, measured from the date of issuance of a certificate of occupancy.

28. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans, traffic improvements, historic preservation requirements, and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

29. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code, 53 P.S. §10509(b) the payment of all applicable fees and the funding of all escrows required by this Resolution and the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township, which extension shall not be unreasonably withheld. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan and Declaration shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this conditional preliminary/final land development approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 13th day of March, 2018.

UPPER DUBLIN TOWNSHIP

BY: _____
IRA S. TACKEL, President

Attest:

_____
PAUL A. LEONARD, Secretary

EXHIBIT A

DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS

PREPARED BY
Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422-0765
Attn: Simi Kaplin Baer, Esquire
(610) 941-2657

RETURN TO:
Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422-0765
Attn: Simi Kaplin Baer, Esquire
(610) 941-2657

Tax Parcel Identification. Nos.: 54-00-02290-005; 54-00-06163-002

DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS (the "**Declaration**") is made this ____ day of _____, 2018, by and between **LINDENWOLD RESIDENTIAL ASSOCIATES, LLC**, a Pennsylvania limited liability company ("**LRA**"), **DUBLIN VILLA DEVELOPMENT, LLC** ("**DVD**"), and **SOUTH BAY PARTNERS**, a Texas _____ ("**SB**"). DVD, LRA, and SB and their successors and assigns may be referred to herein each as an "**Owner**" and collectively as the "**Owners**."

RECITAL

A. Sisters of the Holy Family of Nazareth U.S.A., Inc. ("**Sisters**") was the former owner of certain property located in Upper Dublin Township, Montgomery County, Pennsylvania, tax parcel numbers 54-00-02290-005 and 54-00-06163-002, each of which is more fully described on **Exhibit "A"** attached hereto and made a part hereof ("**Overall Property**").

B. LRA is the "master developer" of the Overall Property.

C. It is envisioned that SB will acquire and develop the "SL Parcel" (as described below), which is a portion of the Overall Property. Unless and until SB acquires the SL Parcel, LRA will retain all of the rights and obligations granted to SB hereunder.

D. It is envisioned that DVD will acquire and develop the "Residential Parcel" (as described below), which is a portion of the Overall Property. Unless and until DVD acquires the Residential Parcel, LRA will retain all of the rights and obligations granted to DVD hereunder.

E. LRA obtained the permits and approvals to consolidate and subdivide the Overall Property in accordance with the parcel plan, attached hereto and made a part hereof as **Exhibit "B"** ("**Plan.**").

F. The Plan depicts five (5) parcels each labeled on the Plan; the Castle Parcel ("**Castle Parcel**"); the Senior Living Parcel ("**SL Parcel**"), the Residential Parcel ("**Residential Parcel**"), Gate House Parcel #1 ("**GH Parcel 1**"),and Gate House Parcel #2 (**GH Parcel 2**"). The Castle Parcel, SL Parcel, Residential Parcel, GH Parcel 2 and GH Parcel 2 shall each be referred to herein as a "**Parcel**" and collectively as the "**Parcels.**"

F. SB intends to develop the SL Parcel as a senior living campus ("**Senior Living Campus**"). LRA intends to develop GH Parcel 1 and GH Parcel 2 each as a single family detached residential dwelling and retain the Castle Parcel as a historical feature consistent with the uses and current zoning as noted in the Conditional Use Approval. DVD intends to construct single family, semi-attached residential units (each a "**Unit**" and collectively "**Units**") on the Residential Parcel. The "**Project**" shall be defined as the Parcels together with the improvements to be constructed thereon in accordance with the Land Development Plans, the roads, the storm water facilities and utility facilities serving the Parcels.

H. All financial responsibilities not related to historic preservation of LRA, SB and DVD pursuant to this Declaration shall be split forty six percent (46%) by SB and fifty four percent (54%) by DVD and may be referred to herein as each entity's "**Pro-rata Share.**" [Note: construction of new retaining walls will be split 40% DVD, 60% LRA;]

The development of the Units on the Residential Parcel shall be referred to herein as the "**Residential Project**." The development of senior living facility on the SL parcel shall be referred to herein as the "**SL Project**". All of the development and construction on the Parcels shall be completed as shown on the Final Land Development Plans for the subdivision "Mattison Estate" prepared by Bohler Engineering, Inc. dated April 28, 2016, last revised _____, 2018 ("**Land Development Plans**"). It is anticipated that LRA shall perform the common site work for the Overall Property under this Declaration, whereupon DVD and SB shall reimburse their Pro-rata Shares. Notwithstanding the foregoing, however, LRA shall be permitted to assign its obligation to perform the common site work improvements and right to seek reimbursement hereunder to either DVD or SB.

I. The Land Development Plans require certain easements over the Parcels for the purpose of installing and/or connecting to already existing gas, electric, water, sewer, telephone cable and related services (the "**Utilities**") and constructing and using the entrance road shown on the Land Development Plans on the Residential Parcel ("**Entrance Road**").

J. The Land Development Plans also require that Owners install stormwater pipes, manholes and related facilities, including detention basins, as shown on the Land Development Plans (as the same maybe hereinafter modified or replaced, the **"Stormwater Facilities"**) on the Parcels so that the stormwater runoff from the Project can drain into and through the Stormwater Facilities to be constructed (the **"Stormwater Management"**). The Units, Senior Living Campus, Stormwater Facilities, Utilities, and Entrance Road shall be referred to hereinafter as the "**Improvements**".

K. The approval of the Township to construct the Project in accordance with the Land Development Plans requires that the Owners agree to maintain the historical resources described herein, as well as set forth in that certain Deed of Preservation Easement dated _____ and recorded in the Office of the Recorder of Deeds in and for Montgomery County on _____ at Deed Book ____, Page ____, which is incorporated by reference herein ("**Primary Declaration**"). The Primary Declaration is attached hereto and made a part hereof as **Exhibit "C"**. The Township, as more fully described in Article II hereof, has delegated jurisdiction to assure the proper maintenance of the historical resources described herein to The Preservation Alliance for Greater Philadelphia ("**Alliance**") but may, in the future, upon written approval of the Owners, delegate such jurisdiction to another qualified historic organization, in lieu of the Alliance, upon which, references to the Alliance herein shall refer to such alternative organization.

L. Prior to the date hereof, LRA took title to the GH Parcel 4, GH Parcel 5, and Castle Parcel from the Sisters pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County recorded at Book ____ Page ____ and DVD, took title to the Residential Parcel pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County recorded at Book ____ Page ____ (collectively the "**Deeds**") and SB took title to the SL Parcel pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County recorded at Book ____ Page ____ (collectively the "**Deeds**"). LRA, DVD and SB hereby subordinate the Deeds to this Declaration and agree to be bound and subject to all of the easements, covenants and restrictions set forth in this Declaration as if the Declaration were recorded prior to the recording of the Deeds.

M. By that certain Declaration of Easements, Restrictions and Covenants dated November 21, 2014 and recorded in the Office of the Recorder of Deeds, Norristown on December 2, 2014 in Deed Book 5936, Page 1827 *et seq.* (the **"2014 Declaration**) attached hereto as **Exhibit "F",** the Sisters of the Holy Family Nazareth-USA, Inc. subjected the Overall Property and the present and future owners thereof and any HOA or Condominium Association formed by one or more of them, to certain obligations, including the obligation to preserve and

maintain in perpetuity the Historic Features on the Overall Property as set forth in the 2014 Declaration. Nothing in this Declaration is intended to contravene or limit the responsibilities and obligations of the Owners as set forth therein, thus in construing this Declaration and the 2014 Declaration, the latter shall take precedence. The Owners concur that the 2014 Declaration became effective by the timely adoption of the Zoning Ordinance referenced in paragraph 1 thereof.

N. Upon the application for conditional use of LRA, the Board of Commissioners of Upper Dublin Township granted conditional use for the development of the Overall Property. The parties concur that this Reciprocal Easement is in furtherance of that approval and is intended to be in conformance to and in satisfaction of the conditions set forth therein. The Conditional Use Decision is attached as **"Exhibit G."**

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, LRA, DVD and SB hereby covenant and declare, for themselves and their successors, assigns and successors in title to the Parcels, as follows: (i) each Parcel shall be and is hereby declared to be subject to the easements, covenants and restrictions more particularly set forth in this Declaration for the benefit of the other Parcels; and (ii) the Parcels shall be and are hereby declared to be subject to the restrictive covenants more particularly set forth in this Declaration. Each Parcel shall hereafter be held, transferred, sold, conveyed, used, rented, enjoyed, occupied, mortgaged or otherwise encumbered or disposed of subject to the covenants, easements, rights and restrictions set forth in this Declaration.

I. GRANT OF EASEMENTS; CONSTRUCTION MATTERS

A. Access Easement

(1) DVD hereby grants to and conveys to LRA and SB and their successors and assigns, for the benefit of the SL Parcel, GH Parcel 4, GH Parcel 5 and Castle

Parcel, a perpetual, non-exclusive easement over the area depicted on the Land Development Plans as the "Entrance Road," which area is more fully described on **Exhibit "D"** attached hereto and made a part here of ("**Entrance Road Easement Area**") for pedestrian and vehicular access to provide ingress and egress from Bethlehem Pike to the SL Parcel, and Castle ("**Entrance Road Easement**").

(2) LRA shall construct the Entrance Road and DVD/SB shall be obligated to reimburse LRA their Pro-rata Share therefor. Any such reimbursement by DVD/SB shall be limited to costs incurred by LRA for a "cost-plus" contract for such work, with fees to the contractor being limited to five percent (5%) of the hard costs of construction. DVD/SB shall have the right to verify quantities and unit-costs of work performed and charged by such contractor and requested to be reimbursed by LRA. Such reimbursement shall be made by DVD/SB within thirty (30) days after receipt of a paid invoice from LRA detailing the costs for which reimbursement is requested in accordance with this Section I(A)(2) together with reasonable evidence of payment and executed lien releases from any applicable contractor and/or subcontractor.

(3) DVD, LRA and SB shall use commercially reasonable efforts to ensure that the access, ingress and egress of pedestrian and vehicular traffic to and from Bethlehem Pike is not unreasonably interfered with or unreasonably restricted. Neither DVD, LRA nor SB shall, at any time hereafter, build, install, construct, plant, locate or relocate any temporary or permanent buildings, structures or landscaping that would in any way materially interfere with the Entrance Road Easement. Any damage caused by a parties' construction activities shall be promptly repaired by said party, at its sole cost and expense, to the commercially reasonable satisfaction of the affected Parcel Owner. DVD, LRA, and SB shall cooperate in good faith to determine the cause and extent of any such damage. If the cause of such damage cannot be determined, the parties' shall each have the right, but not the obligation, to cause such damage to be repaired and the cost of such repairs shall be shared by in accordance with their respective Pro-rata Shares. The party that elects to perform such repairs shall be reimbursed by the other party within thirty (30) days after receipt of a paid invoice detailing the costs for which reimbursement is requested in accordance with this Section I(A)(3) together with reasonable evidence of payment and executed lien releases from any applicable contractor and/or

subcontractor. If any dispute arises with respect to the determination of the cause of any damage described in this paragraph, such dispute shall be resolved in accordance with the provisions of Section III(E) below.

(4) Until DVD commences construction of the Residential Project, LRA shall be responsible, at its sole cost and expense, to maintain (including, but not limited to the removal of snow and ice) and repair the Entrance Road Easement Area. Upon, the commencement of construction of the Residential Development, the responsibility to maintain (including, but not limited to the removal of snow and ice) the Entrance Road will shift to DVD and /SB shall be obligated to reimburse DVD for forty six percent (46%) of the costs for all capital improvement, maintenance and repair to the Entrance Road. Such reimbursement shall be made by SB within thirty (30) days after receipt of a paid invoice from DVD detailing the costs for which reimbursement is requested in accordance with this Section I(A)(4) together with reasonable evidence of payment and executed lien releases from any applicable contractor and/or subcontractor. Notwithstanding anything to the contrary contained herein, in no event shall any Owner be responsible to pay the cost of any repair, maintenance or replacement of the Entrance Road and/or Entrance Road Easement Area arising out of the negligent acts or omissions of any other Owner or its employees, agents or contractors.

B. **Utility Easement**. DVD hereby grants and conveys to LRA, SB, their successors and assigns, for the benefit of the SL Parcel, GH 1 Parcel, GH 2 Parcel, and the Castle Parcel a perpetual, non-exclusive easement over the Entrance Road Easement Area to construct, install, connect, operate, maintain and from time-to-time, reconstruct and repair underground fiber optics, pipes, cables and wires and sanitary sewer pipes ("**Utility Facilities**") necessary to bring utilities to the SL Parcel, GH 1 Parcel, GH 2 Parcel and the Castle Parcel together with the right to obtain service using the Utility Facilities. DVD shall not construct anything within the Entrance Road Easement Area which would interfere with the rights of LRA or SB under this paragraph. LRA shall have the right to grant to third parties additional and similar easements which are deemed reasonable by LRA in connection with the supply of utility services to the Overall Property and the Improvements constructed thereon or any part thereof so long as any such easement does not interfere with the rights of DVD/SB as contemplated in this paragraph. DVD shall not commence any construction or disturb the

Entrance Road Easement Area without the prior written consent of LRA, which consent shall not be unreasonably withheld, delayed or conditioned. Upon the installation of the Utility Facilities or any repair or maintenance performed thereto, DVD or LRA, as applicable, shall restore the Entrance Road Easement Area to substantially the same condition that existed prior to any work or other activity conducted by DVD and/or LRA, as applicable, in the Entrance Road Easement Area. In no event shall DVD permit any Utility Facilities installed for the benefit of the SL Parcel, GH 1 Parcel, GH 2 Parcel and/or the Castle Parcel to be relocated without the prior written consent of LRA, which consent shall not be unreasonably withheld, delayed or conditioned.

C. **Stormwater Easement**. The Land Development Plans depict the construction of underground stormwater basins to be constructed on the Residential Parcel and the SL Parcel; 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 Land Development Plans as the *Proposed Storm Sewer Easement*. SB, as the Owner of the SL Parcel, hereby irrevocably grants and conveys to the Owners of the Residential Parcel, GH Parcel 4, GH Parcel 5, and Castle Parcel and their respective successors and assigns, for the benefit the Residential Parcel, GH Parcel 4, GH Parcel 5, and Castle Parcel a perpetual, nonexclusive right and easement to direct storm water runoff from Residential Parcel, GH 1 Parcel, GH 2 Parcel and Castle Parcel to the Stormwater Facilitates located on the SL Parcel in accordance with the Land Development Plans. DVD, as the owner of the Residential Parcel, hereby irrevocably grants and conveys to the Owners of the SL Parcel, GH Parcel 4, GH Parcel 5, and Castle Parcel and their respective successors and assigns, for the benefit the SL Parcel, GH Parcel 4, GH Parcel 5 and Castle Parcel a perpetual, nonexclusive right and easement to direct storm water runoff from SL Parcel, GH Parcel 4, GH Parcel 5 and Castle Parcel to the Stormwater Facilitates located on the Residential Parcel in accordance with the Land Development Plans. No Owner shall construct, place or allow to be constructed or placed on the Stormwater Facilities any object, structure or landscaping which may materially impair the use of or access to the Stormwater Facilities or increase the cost to repair, maintain or replace any Stormwater Facilities. Notwithstanding the foregoing, the Owner of a Parcel shall continue to have the right to utilize the surface of the area in which a Stormwater Facility is located for any purpose which would

not (i) materially interfere with the other Owners' use of the easements described in this Section I(D), or (ii) increase the cost to repair, maintain or replace any of the Stormwater Facilities. It is anticipated that maintenance of the Stormwater Management Facilities shall be governed by an Operations and Maintenance Agreement required by the Township ("**O & M Agreement**") which will be entered into by DVD. DVD will select a contractor who will maintain, repair and replace the Stormwater Facilities in accordance with the standards set forth in the O & M Agreement and the Owner of the Residential Parcel and the Owner of the SL Parcel, GH Parcel 4, GH Parcel 5 and Castle Parcel shall share the costs associated therewith in accordance with their respective Pro-rata Shares. Any such costs shall be paid by the Owners within thirty (30) days after receipt of invoice. Notwithstanding anything to the contrary contained herein, in no event shall any Owner be responsible to pay the cost of any repair, maintenance or replacement of any Stormwater Facilities arising out of the negligent acts or omissions of any other Owner or its employees, agents or contractors.

D. **Easements for Inspection and Maintenance**. Owners, for themselves and their successors and assigns, hereby grant and convey to Township, its successors, assigns and designees a perpetual, non-exclusive right and easement to enter upon the Parcels to (i) access the fire lanes located on the Parcels, as shown on the Land Development Plans, (ii) access and inspect the Stormwater Facilities located on the Parcels, (iii) access, inspect, maintain, repair and replace the sanitary sewer facilities located on the Parcels; access and inspect the Historic Features as itemized in the 2014 Declaration; and for any other municipal purpose whatsoever.

E. **Temporary Easement for Construction Common Site Improvements; Construction Management**. Owners, for themselves and their successors and assigns, hereby grant and convey to LRA, its successors, assigns and designees, a temporary, non-exclusive right and easement to enter upon the Residential Parcel to construct and complete all common site improvements contemplated by the Land Development Plans in accordance with any obligations they may have pursuant to separate agreements. LRA shall cause all such common site improvements to be timely completed in accordance with the Land Development Plans and all applicable laws and ordinances. DVD shall provide construction management and adequate supervision for all such work at the sole cost and expense of DVD.

F. **Insurance**. At all times during the construction of any improvements or performance of any repairs, maintenance or replacements in any of the easement areas described in this Article I, the Owner performing any such construction, repair, maintenance, or replacements shall carry commercial general liability insurance with a combined single limit for personal injury, loss of life and property damage of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate, on a per project basis, and with umbrella coverage of at least $5,000,000.00. The applicable Owner shall also cause any contractor and/or subcontractor performing work on behalf of such Owner to carry the insurance required by this paragraph. All such insurance shall name the Owners and their respective mortgagee(s) as additional insureds. Evidence of any such insurance shall be delivered upon request.

G. **Applicable Laws; Safety**. All activities conducted by Owners in accordance with this Article I shall be conducted in a good and workmanlike manner in accordance with all applicable laws, regulations, ordinances and orders. Without limiting the foregoing, each Owner agrees to strictly comply with all safety programs required by any governmental agency having jurisdiction over the Overall Property, including, without limitation, the Occupational and Safety Health Administration of the United States and the requirements of the Commonwealth of Pennsylvania.

II. COVENANTS AND RESTRICTIONS

A. Located on the Overall Property are certain items and structures which the Township has determined to be of historical significance. The Owners have agreed to operate the Overall Property in accordance with the following covenants and restrictions and in accordance with the Primary Declaration.

B. The following obligations shall be the sole legal and financial responsibility of LRA:

(1) Any restrictions or requirements related to the Gatehouse at Lindenwold Terrace, located on GH Parcel 5, which will be described in a separate easement between LRA and the Alliance. No other party to this Declaration shall bear any legal or financial responsibility related to the Gatehouse at Lindenwold Terrace.

(2) Any restrictions or requirements related to the Gatehouse at Bethlehem Pike, located on GH Parcel 4, which will be described in a separate easement between LRA and the Alliance. No other party to this Declaration shall bear any legal or financial responsibility related to the Gatehouse at Bethlehem Pike.

(3) Any and all obligations related to the Castle as set forth in the Primary Declaration.

C. The following obligations shall be the physical responsibility of LRA, however the costs associated there with shall be split in accordance with each parties' Pro rata Share:

(1) The axial view to the Castle from Bethlehem Pike shall be maintained in the condition which shall exist after the completion of the work performed under the Land Development Plans. If Owner(s) wishes to alter, this will be reviewed by and be subject to the approval of the Township.

(2) Remove the Sunken Garden and construct as shown on the Land Development Plan and ;

(3) Construct the improvements set forth on that certain Dam Safety and Waterway Management Plan/Permit attached hereto and made a part hereof as **Exhibit "E"** attached hereto and made a part hereof;

(4) Comply with the obligations set forth in the Primary Declaration, other than any obligation related to the Castle;

The affirmative obligations set forth in this Article II, Section C. shall be satisfied to the reasonable satisfaction of the Alliance prior to the issuance of any certificates of occupancy for the SL Parcel or the Residential Parcel. [Open: was a requirement of HC, may not be necessary]

D. Voluntary Transfer. The Alliance and any succeeding assignee of the Alliance's interest herein shall have the right to assign either wholly or partially its right, title and interest hereunder to any public agency having and performing governmental functions or to any publicly supported charitable organization described in Section 170(h)(3) and Section

2522(a) of the Internal Revenue Code. First right will go to the _____ Historical Society.

E. Involuntary Transfer. In the event the Alliance shall cease to be an organization described in both Section 170(h)(3) and Section 2522(a) of the Internal Revenue Code, then its rights and duties hereunder shall be awarded under the doctrine of *cy pres* by a Court of competent jurisdiction; provided however that at the time of such acceptance, such entity shall be either an organization described in Section 170(h)(3) and Section 2522(a) of the Internal Revenue Code or a public agency performing governmental functions. First right will go to the [option to select a second historical society, or can allow courts to select].

III. REMEDIES

A. **Historic Preservation**.

(1) If the covenants set forth in Article II, Sections A. B. C. or D. above are violated, the Owners of Parcels and/or Alliance or the Township (each, a "**Governing Authority**") shall be entitled to obtain an order specifically enforcing such covenants or an injunction prohibiting any such breach of such covenants.

(2) Notice; Cure Period. The Governing Authority shall notify the Owner accused of the violation ("**Applicable Owner**") of the violation and the corrective action required to be performed by Applicable Owner, at Applicable Owner's sole cost and expense, to cure the violation and/or to restore the portion of the Property harmed or altered as a result of the violation. Applicable Owner shall have (30) days from notice to begin the cure. The cure period shall be sixty (60) days, subject to extension for such reasonable period of time as may be necessary to cure, if Applicable Owner has commenced to cure within the initial 60-day period and continue thereafter to use best efforts and due diligence to effect a cure. No notice or cure period is required if, in the opinion of Alliance, circumstances require immediate action to prevent or mitigate significant damage to any feature of the Property the preservation or conservation of which is identified herein. **By way of example, for any violation of Section II C, DVD or the Association created for the Residential Project shall be the Applicable**

Owner to be notified by the Governing Authority. Notwithstanding the foregoing, LRA and SB shall be responsible for their Pro-Rata shares.

(3) Remedies. Upon the expiration of such cure period (if any) as is provided in the preceding subsection, the Alliance or any Government Agency or Non-profit Land Conservation or Historic Preservation Organization so designated in writing by the Alliance may do any one or more of the following:

(a) Seek injunctive or other relief to specifically enforce the terms and conditions of this Grant and Declaration and to enforce the 2014 Declaration; to restrain present or future acts in violation of the Grant and Declaration against Applicable Owner; and to compel the performance by Owners of such acts as may be required to protect, preserve and restore the Property in conformity with the Grant and Declaration Objectives and the 2014 Declaration; and

(b) Recover all reasonable and actual costs and expenses incurred by Alliance against Owners in connection with any corrective action undertaken by Alliance, including attorneys' fees, court costs and the fees of consultants and other professionals engaged by Alliance in connection with the violation.

Alliance's remedies described in this section shall be cumulative and concurrent and shall be in addition to all remedies now or hereafter existing at law or in equity.

(2) **Cure Rights of Owners not related to Historic Preservation.**

(a) **Cure rights of Owners**. If any Owner 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 (i) fifteen (15) days for monetary obligations or (ii) 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 any 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 and completed within ninety (90) days from the date of written notice), or (iii) in the case of an emergency or hazardous condition, such Owner fails to proceed immediately to cure the same after service of such notice as is reasonable under the circumstances, then in any of such events, in addition to any other remedies which any Owner or the Township may have at law or in equity or as otherwise provided in this Declaration, Township, may, but shall not be obligated to, enter upon the Parcel of such defaulting Owner, if necessary, to cure or prosecute the curing of such default at reasonable expense, and the actual, out-of-pocket expense of such cure and prosecution shall be paid by such defaulting Owner to Township within ten (10) days after written demand thereof. Township shall be entitled to offset the actual, out-of-pocket expenses of such cure and prosecution if the payment of any sums payable hereunder is due by Township to the defaulting Owner. Any notice sent pursuant to this section shall be sent to the defaulting Owner and to any mortgagee of the defaulting Owner which has previously requested of Township, in writing, that any such notices also be delivered to such mortgagee. Any sums not paid within said time period shall bear interest computed from the date of expenditure to the date of payment at a rate equal to the lesser of (i) twelve percent (12%) per annum or (ii) the maximum rate permitted by law. If any Parcel has been further subdivided or submitted to the provisions of the Pennsylvania Uniform Planned Community Act or the Pennsylvania Uniform Condominium Act, the claim shall be secured by a municipal lien on each Parcel and/or Unit, as applicable, proportionate to each Owner's Pro-rata Share percentage ownership interest.

(3) Notwithstanding anything contained in this Declaration to the contrary, DVD and SB shall each have the right to create a homeowners association or similar association (the "**Association**") in which each Owner shall be required to join. In such event, the Association for each applicable Parcel (and through the Associations, each individual Owner) shall become liable to the other Owners and Governmental Authorities for the satisfaction of the obligations and liabilities hereunder of each Owner and the other Owners shall have no right to claim a default hereunder against any Owner, exercise any remedy against such Owner or cause any lien to attach to any portion of the Parcel owned by such Owner, except to the extent arising

out of the negligence, fraud, or willful misconduct of any such Owner.

B. **Injunctive and Other Remedies**. Except as otherwise expressly provided in this Declaration, in the event of a breach by an Owner of any obligation of this Declaration, the other Owners shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. Any out-of-pocket costs and expenses of any such proceeding, including without limitation, reasonable attorneys' fees and costs, shall be paid by the defaulting Owner.

C. **Nonwaiver**. No delay or omission of an Owner in the exercise of any right accruing upon any default of the other Owner(s) shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by an Owner of a breach of, or a default in, any of the terms and conditions of this Declaration by the other Owner(s) shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration, (i) no remedy provided in this Declaration shall be exclusive but each shall be cumulative with all other remedies provided in this Declaration and (ii) all remedies at law or in equity shall be available.

D. **Non-Terminable Declaration**. No breach of the provisions of this Declaration shall entitle an Owner or party to cancel, rescind or otherwise terminate this Declaration, except as otherwise provided herein, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Declaration.

IV. EFFECT OF INSTRUMENT

A. **Mortgage Subordination**. Any mortgage or deed of trust affecting any portion of the Project 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.

B. **Running with the Land**. The rights, easements, covenants and restrictions

herein established for the benefit of a Parcel (and any portion thereof) shall run with, and be appurtenant to, title to the Parcels and any portion thereof) and, except as otherwise specifically set forth herein, shall be a burden upon each Parcel (and any portion thereof), shall run with the title to each Parcel and any portion thereon, and shall bind and inure to the benefit of the Owners and the Owner's successors-in-title to each Parcel (and any portion thereof). In the event that any easement within a Parcel is dedicated and conveyed to any governmental entity or public utility company following any such dedication and conveyance, and except for continuing maintenance obligations following such dedication and except as otherwise agreed between the parties at such time, the former Owner of such easement shall be relieved of all obligations hereunder for such easement.

C. **Successors and Assigns; Binding Effect**. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, made in this Declaration is made not only for the benefit of the named Owners hereunder but shall constitute an equitable servitude on the portion of the Project owned by such party appurtenant to and for the benefit of the other portions of the Project. Any transferee of any part of the Project shall automatically be deemed, by acceptance of the title to any portion of Project, to have assumed all obligations of this Declaration relating thereto to the extent of its interest in its Parcel and it is expressly agreed that no formal assignment of this document need be signed nor is the consent of either Owner required to give effect to this document as to the assumed portion of the Project. To the extent that any obligation of the Owners to construct the Stormwater Facilities, Utilities and other Improvements is not expressly assigned in this Declaration, it is understood that the various maintenance obligations of Owners shall become the responsibility of the Owner of each Parcel (or its Association, as applicable) upon acquisition of such Parcel and, if applicable, turnover of control of such Parcel to any Association. All of the obligations of the Owners other than the Owners of the Gatehouses hereunder shall be jointly and severally binding on each of them and their respective successors and assigns.

D. **Non-Dedication**. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Project to the general public or for any public use or purpose whatsoever, it being the intention of the Owners and their successors and assigns that

nothing in this Declaration, expressed or implied, shall confer upon any person, other than the Owners and their successors and assigns, any rights or remedies under or by reason of this Declaration. LRA shall provide reasonable provision for public access for visitation to the castle building at reasonable times, for a reasonable duration and with reasonable advance notice.

E. **Modification**. This Declaration shall be recorded by the Township and may not be amended, modified, or terminated at any time unless by a declaration in writing, executed and acknowledged by all the Owners and/or the Association (and not each individual Owner), their successors or assigns, and with the approval of the Township, provided, however, that so long as any first priority mortgage shall encumber any Parcel, the cancellation or attempted cancellation of this Declaration shall not be effective unless the instrument of cancellation is also executed by each party holding any such first priority mortgage encumbering the Parcel.

F. **Notices**. 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 (i) personally or, (ii) by overnight courier prepaid by the sender or, (iii) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses shown below or at such other address 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. Such addresses shall be as follows:

If to Township:

With a Copy to:

If to Owner:

And to:

V. MISCELLANEOUS

A. This Declaration and the easements, rights, obligations and liabilities created hereby shall be for the longer of ninety-nine (99) years or perpetual to the extent permitted by law.

B. If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Declaration and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

C. This Declaration shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws provisions.

D. The Article headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

E. Nothing in this Declaration shall be construed to make the Owners partners or joint venturers or render an Owner liable for the debts or obligations of the other Owner.

F. This Declaration shall be binding upon and inure to the benefit of Owners and their successors.

G. This Declaration may be executed in multiple counterparts, each of which shall be regarded as an original, and all of which together shall constitute one and the same instrument.

H. To the extent that there is any conflict related to monetary or non-monetary obligations among the Owners and/or between the Owners and the Alliance pursuant to the Primary Declaration, this Declaration shall control.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed and sealed as of the day and year first above written.

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC,
a Pennsylvania limited liability company

By: _____
Name: Leonard S. Poncia
Title: Manager

DUBLIN VILLA DEVELOPMENT, LLC

By: _____
Name:
Title:

DUBLIN VILLA DEVELOPMENT, LLC

By: _____
Name:
Title:

SOUTH BAY

By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF :

On the _____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Leonard S. Poncia, who acknowledged himself to be the Manager of **LINDENWOLD RESIDENTIAL ASSOCIATES, LLC**, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

_____

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF :

On the _____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____, of **DUBLIN VILLA DEVELOPMENT, LLC**, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

_____

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF :

On the _____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Peter H. Monaghan, who acknowledged himself to be the Manager of **SOUTH BAY**, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

_____

Notary Public

My Commission Expires:

List of Exhibits

Exhibit "A" Legal Description of Overall Property

Exhibit "B" Plan

Exhibit "C" Primary Declaration

Exhibit "D" Entrance Road Easement Area

Exhibit "E" Dam Safety and Waterway Management Plan/Permit

Exhibit "A"

Legal Description of Overall Property

Exhibit "B"

Plan

Exhibit "C"

Entrance Road Easement Area

Exhibit "D"

Baseline Document

Exhibit "E"

Preservation Plan

Exhibit "F"

Dam Safety and Waterway Management Plan/Permit

EXHIBIT B

DEED OF PRESERVATION EASEMENT FOR THE CASTLE AT MATTISON ESTATES/ST. MARY'S VILLA AND OTHER HISTORIC ASSETS

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT
For
THE CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA & ASSOCIATED SITE RESOURCES

This Deed of Preservation Easement (the "Easement") is made this _____ day of _____ 2018, by **LINDENWOLD RESIDENTIAL ASSOCIATES LLC**, a Pennsylvania limited liability company (the "Grantor"), and **THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**, a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania (the "Grantee").

Background

A. Grantor has legal and equitable fee simple title to the parcel of land and improvements known as 701 S. Bethlehem Pike, Ambler, more particularly described and depicted in Exhibit A attached hereto and made a part hereof (the "Property").

B. The "Property" was determined individually eligible for listing on the National Register of Historic Places by the United States Department of Interior, in a letter dated November 7, 2014.

C. The "Property" consists of a number of improvements, including the former primary residence referred to as the Castle. This building, including all facades of the building, windows and doors, and any improvements, the entirety of the visible roofs and chimneys of the building and any improvements, and the portions of the interior of the building and any improvements (collectively, the "Building") contributes to the historic aspects of Upper Dublin Township, Montgomery County. Grantee considers the Building to represent a valuable example of a historic architectural style worthy of preservation and benefiting the adjacent properties.

D. The "Property" includes other elements which contribute to the historic aspects of Upper Dublin Township, Montgomery County. These elements are collectively referred to as the "Historic Resources" and include stone entrances, iron gates, perimeter stone walls, lake and retaining walls, the gazebo, some statuary, and the springhouse ruins.

E. Gatehouse on Lindenwold Terrace at Cedar Road and Gatehouse on Bethlehem Pike across from Church Street are both considered contributing resources on the site dating to the Mattison era period of significance and will be protected in separate easement agreements and are therefore excluded from this document.

F. Grantee is a qualified conservation organization having as its primary purpose the preservation of historic sites and structures and the conservation of historic and significant open space. Grantee is authorized to acquire and accept interests in historic sites and structures and historic and significant open space including easements.

G. Grantee is a conservation organization qualified under applicable law as an eligible donee for, *inter alia*, the donation of easements for the preservation of historically important structures.

H. The donation of the Easement to Grantee will further Grantee's goal of fostering the conservation of the region's heritage of historically significant structures with aesthetic, architectural, scenic and/or open space values.

I. Grantor and Grantee understand that Grantee has been or will be the recipient of preservation easements and open space easements in addition to the easement contained in this Easement on other properties in Pennsylvania and New Jersey.

J. The grant of this Easement will impose restrictions on the development and maintenance of the Building and Historic Resources in perpetuity (unless indicated otherwise below) and will impose on Grantor and subsequent owners certain continuing maintenance obligations affecting the Building and Historic Resources. The grant of the Easement will give Grantee and any subsequent holder of the Easement the right to enforce the terms and conditions of this Easement forever.

K. Grantor desires to grant to Grantee, and Grantee desires to accept, the Easement on terms and conditions set forth below.

TERMS AND CONDITIONS

Intending to be legally bound hereby, in consideration of the mutual promises herein contained, and in further consideration of other good and valuable consideration paid by Grantor to Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree and declare as follows:

1. Term and Grant.

Grantor hereby grants and conveys to Grantee an estate, interest and easement in the Building and Historic Resources as described in Exhibit C, for the preservation of historic, architectural values of the nature and character and to the extent set forth in this Easement, to constitute a servitude and covenant upon the Building and Historic Resources, running with the land for the benefit of and enforceable by Grantee, to have and to hold the said estate, interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses forever.

2. Scope of Grantee's Estate, Interest and Easement.

The Easement herein granted conveys to Grantee an interest in the Building and Historic Resources consisting of the benefits of the following covenants and undertakings by Grantor:

a. Without the prior written consent of Grantee, Grantor shall not cause, permit or suffer any construction, alteration, remodeling, decoration, demolition, dismantling, destruction, or other activity which would affect or alter in any material way the appearance of the Building and Historic Resources, as described in Exhibit C, except as specifically required herein pursuant to Exhibit B I and/or authorized pursuant to Paragraph 7(b) hereof.

b. Grantor, at Grantor's sole expense, shall maintain the Building and Historic Resources at all times and shall keep the Building and Historic Resources in a state of good repair and shall make sure that the appearance of the Building and Historic Resources, as viewed from any location on any street on or off the site shall not be permitted to deteriorate in any material way, and to this end, Grantor agrees that it shall comply with the Restoration Program and the Minimum Maintenance Program set forth in Exhibit B III and B IV to this Easement.

c. Grantor shall not cause, permit or suffer the removal of any of the original or historic Building elements described in Exhibit C from the Building and Historic Resources, unless consistent with the preservation and conservation objectives of this Easement and with the prior written permission of Grantee, except when the replacement of those elements is required because of imminent danger to the building, to comply with applicable codes, or if a response to the request for approval is not provided within 30 calendar days.

d. Under the terms of this Deed of Easement, the scope is limited to elements which are known to date from the Mattison period (c.1888-1936). The scope as it relates to the interior of the Building is limited to those rooms identified as "Protected Interiors" on the Building plans provided in Exhibit C. The protected elements of the interiors include the surface of walls, ceilings and floors, the volumes of space defined thereby, and the architectural elements, including, but not limited to, the fireplaces, doors and their hardware and ornaments. It is the intent of this Easement that while visible historic elements are to be left in place, the Grantor is not obligated to restoration of these elements and will be allowed to make modifications as appropriate for contemporary use.

e. Grantor shall permit Grantee access to the Building at such reasonable times and upon reasonable prior notice as Grantee may request for the purpose of examining and testing of all structural portions of the Building, the materials and elements of the Building and such portions of the Building as are subject to the Easement.

f. Grantor acknowledges that the setting in which the Building is located, including the scale, design, massing and materials of existing and new buildings or development on the site, affects the historic value of the Building and that Grantee's interest in an appropriate setting is as direct, substantial and immediate as Grantor's interest. The Grantor authorizes Grantee to protect Grantee's interest, through advocacy or litigation, in any federal, state or local board, commission, council, court or agency for appropriate preservation of existing buildings or features and/or for appropriate new development in the nearby area, except for a proposed development consistent with the development plans submitted to Upper Dublin Township on [**insert date here**], or revised versions of these plans as accepted by the Township, so long as the revisions do not significantly alter the impact on the Building.

g. Grantor shall permit Grantee to display on the Building, at its discretion, a small marker or sign evidencing its ownership of the Easement granted herein. The location,

size, design and material of any such marker or sign shall be mutually acceptable to Grantor and Grantee.

3. Existing Conditions, Initial Level of Preservation, Alterations and Preservation Objectives.

a. Exhibit B-I, entitled Initial Restoration, indicates the required work, if any, necessary to be done on the Building and Historic Resources prior to the completion of development project (defined as the work indicated on the Land Development Plan dated September 15, 2017 or as otherwise scheduled therein (the "Initial Restoration").

b. Exhibit B-I and certain photographs, plans and specifications, attached hereto as Exhibit C, shall constitute the aesthetic, architectural, and historic condition in which the appearance of the Building and Historic Resources is to be maintained and preserved after completion of the work required pursuant to Paragraph 3(a) above.

c. Except as otherwise provided in this Easement, such photographs, plans and specifications set forth and described in Exhibit C, as supplemented by Exhibit B-I, shall constitute conclusive evidence of the appearance of the Building and Historic Resources and elements on the Building and Historic Resources which are not to be materially affected or altered pursuant to Paragraph 2(a) above and are to be maintained pursuant to Paragraphs 2(b) and 2(c) above.

d. Exhibit B-II sets forth permitted future restoration and permitted alterations to the Building and Historic Resources, however future alterations will not be limited solely to those set forth and described in Exhibit B-II & B-IV.

4. Rights of Grantee if Building Destroyed.

In the event that the Building is, by reason of fire, natural occurrences, or any other reason, damaged or destroyed, the following provisions are applicable:

a. if partially destroyed or damaged to such an extent or of such nature that the appearance of the Building is altered from the Building's appearance in the photographs, plans and specifications referred to in Paragraph 3 above, but is not totally destroyed in the reasonable judgment of Grantor and Grantee, then Grantor shall, as promptly as is practicable, restore the Building to a condition so that the appearance is restored, as nearly as possible, to that shown in such photographs, plans and specifications; provided, however, that Grantor shall not be required to expend more than the proceeds of insurance received by Grantor on restorations required by this Subparagraph. In addition, Grantor and Grantee, after consultation with each other, may agree upon such other restoration that is consistent with the architectural character, including height, bulk, mass, materials and colors, and landscape character, of the remainder of the Building. If Grantor and Grantee cannot agree as to whether the Building is totally destroyed, or as to appropriate restoration, Grantor may request mediation by a third-party chosen by mutual agreement between Grantor and Grantee, provided that the mediator shall be

experienced in historic preservation and directed that any restoration be consistent with the Secretary of the Interior's Standards for Rehabilitation; and

b. if totally destroyed, then Grantor shall not thereafter erect on the site any building the appearance of which as seen from any street on or off the site is inconsistent with the architectural character, including height, bulk, mass, materials and colors, of the historic existing buildings in the immediate vicinity.

Upon satisfactory completion of such restoration, the appearance of the Building to which Paragraphs 2(a), 2(b) and 2(c) above shall apply shall be the restored appearance of the Building. If Grantor shall fail to restore the Building, within the time period as may typically be required for design, regulatory approvals, insurance settlements, funding procurement, and other activities related to construction as required under this Paragraph 4, Grantee shall have all the rights given it under Paragraph 5 below.

5. Remedies of Grantee.

Grantee shall have all remedies available to it at law or equity including, without limitation, the right to commence legal proceedings to seek specific performance of the terms of this Easement, to enjoin any breach of this Easement by temporary and/or permanent injunction, and/or to require the restoration of the Building to the condition required by this Easement. In the event that the Grantee commences such legal or equitable proceedings, the Grantor shall reimburse Grantee for all reasonable, actual costs incurred, including attorney's fees in enforcing the provisions of this Easement unless it is determined that the Grantee's assertion that the Grantor was in breach of this Easement was substantially without merit. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. Assignment, Successors and Assigns.

a. The terms of this Easement shall constitute a covenant running with the Building for the benefit of Grantee, its successors and assigns and shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, or having any interest therein derived through Grantor. The word "Grantor" when used herein shall include all such persons whether or not such persons have signed this instrument or had any interest in the Building at the time it was signed.

b. Grantor shall promptly notify Grantee in writing of a transfer of all or a portion of the Building, but in no event later thirty (30) days from the date of such transfer.

c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services. Grantee may, however, assign or transfer its interest hereunder to any agency of the Commonwealth of Pennsylvania or the United States of America whose purpose includes, *inter alia*, the preservation of historically important structures and land areas; or to one or more organizations whose purpose includes, *inter alia*, the preservation of historically important structures and land areas, provided such organization has the ability to properly enforce this Easement and, further provided, that such organization is operated exclusively for charitable,

educational, religious, or scientific purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Code). In the event of any assignment or transfer of Grantee's interest, Grantee will require the recipient of its interest to enforce this Easement. Subject to the foregoing provisions of this Paragraph 6, the terms and conditions of this Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

7. **Reservation.**

a. Grantor reserves the free right and privilege to the use of the Building for all purposes consistent with the grant. Nothing herein shall be construed to grant to the general public or any other persons, other than Grantee and its agents, the right to enter upon the Building, pursuant to Paragraph 2(d) above, for the purposes set forth herein.

b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any applicable ordinance, code or law relating to building materials, construction methods or use. In the event of any conflict between any such law and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications to the Building consistent with sound preservation practices and consistent with the requirement of such law. In cases where hazardous conditions require immediate remedies, Grantor may proceed without prior Grantee approval but shall make every reasonable effort to notify Grantee and to comply with any Grantee suggestions of ways to make remedial actions compatible with the historic appearance of the Building.

8. **Acceptance.**

Grantee hereby accepts the right and interest granted to it in this Easement. Grantee shall administer this Easement for the conservation and preservation of the Building and to further Grantee's purposes of fostering the conservation of the region's heritage of historically significant sites and structures with aesthetic, architectural, environmental, historic, scenic and/or open space values.

9. **Grantor's Insurance.**

Grantor shall maintain, at Grantor's own cost, insurance against loss and damage to the property and Building, written at replacement cost value and with a replacement cost endorsement, and comprehensive general liability insurance, including contractual liability, to cover Grantor's obligations under the indemnity provisions of this Easement, against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least thirty (30) days prior to the expiration date of each such policy. All

insurance policies required by this section will be primary with respect to any insurance maintained by Grantee.

10. Release and Indemnification.

Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents, and employees, and shall defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claim, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of by reason of (a) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein; or (b) any act or omission of Grantor; or (c) any loss of life, personal injury and or damages to property occurring in or around the Building except to the extent caused by the gross negligence or willful misconduct of the Grantee or its agents.

11. Estoppel Certificate.

Grantee shall at any time and from time to time, within thirty (30) days after Grantor's written request, execute, acknowledge and deliver to Grantor a written instrument stating that Grantor is in compliance with terms and conditions of this Easement, or if Grantor is not in compliance with this Easement, stating what violations of this Easement exist. If this Easement is extinguished, Grantor and Grantee shall execute and acknowledge a written instrument to that effect that Grantor will cause to be recorded.

12. Condemnation and Extinguishment.

a. In the event a subsequent unexpected change in the conditions of or surrounding the Building (including but not limited to a total or partial condemnation) makes impossible or impractical the continued use of the Building for conservation or preservation purposes, or in the event of any extinguishment of this Easement by judicial decree, then this Easement shall be deemed to have been extinguished, and the parties will cooperate to so extinguish this Easement by judicial proceedings If it is determined that the extinguishment of this Easement was necessitated by the neglect of the Grantor, Grantee shall be entitled to a portion of the proceeds of a subsequent sale, exchange or involuntary conversion of the Building determined pursuant to Subparagraph 12(c) below, which proceeds Grantee shall use in a manner consistent with the conservation and preservation purposes set forth in this Easement. b. In the event of a partial condemnation where the portion of the Building not taken is capable of continued reasonable use, and provided that the portion of the Building not taken contains a material portion of the Building subject to this Easement, and further provided that the remaining Building will continue to serve the conservation and preservation purposes of this Easement, then this Easement shall remain on those portions of the Building not taken by condemnation.

c. If the change in conditions described in Subpararaph 12(a) above giving rise to the termination of this Easement is caused by the neglect of Grantor, the Grantee, on a subsequent sale, exchange or involuntary conversion of the Building, shall be entitled to a portion of the proceeds equal to the product of (a) that proportionate value of the perpetual conservation or preservation restrictions to the value of the Building unencumbered by this

Easement determined as of the date of this Easement multiplied by (b) the net proceeds from such sale or other transaction.

13. Review, Approval and Additional Costs.

Whenever the consent of the Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to requests for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. It is further agreed that whenever the consent of Grantee is required or requested, Grantor shall bear the reasonable costs of Grantee's review, including inspections for purpose of giving estoppel certificates, and Grantor agrees that the costs for Grantee's review shall include reasonable architectural fees and Grantee's reasonable administrative expenses in processing Grantor's request.

14. Change of Building Use; No Subdivision or Assemblage Into Larger Parcel.

Grantor shall notify Grantee prior to effecting any change in use of the Building. Grantor shall be entitled to any use as permitted by the Township Ordinances. Grantor shall secure from the Township any required use and occupancy permit for the altered use. If Grantor should elect to subdivide the Building or submit the Building to a condominium regime, such shall not alter the provisions of this easement in regard to the physical appearance of the Building or the preservation provisions regarding the Building. Grantee's permission shall not be needed for a change of use, but any physical alteration to the Building in connection with a change of use must be approved by Grantee pursuant to Section 2(a) hereof. In the event multiple parties shall have an ownership interest in the Building, each such party shall be jointly and severally responsible to fulfill Grantor's obligations hereunder.

15. Archeological Excavation.

No archeological investigation or excavation, professional or amateur may be undertaken at the Building without the prior written approval of the Pennsylvania Historical and Museum Commission and Grantee.

16. Prohibition Against The Storage, Disposal or Handling of Waste.

Grantor shall not permit or suffer the use, storage, placement, dumping or disposal of chemicals, solid or liquid waste or hazardous material on the site. This prohibition shall not preclude: (a) the use of chemical fertilizers and nutrients necessary or appropriate for the protection and promotion of the vegetation (including any gardens) on the site, pesticides and poisons normally used on a large urban commercial or residential property for the control of rodents or insects, provided such use and storage of such chemicals is permitted by law and regulation; and (b) the composting of biodegradable garden and household waste generated on the site.

17. Certification of Grantee's Status.

By executing this Easement, Grantor and Grantee certify, under penalty of perjury, that the Grantee is a qualified organization (as defined in Paragraph (3) of §170(h) of the Internal

Revenue Code) and has a primary purpose of historic preservation and open space preservation and has the resources to manage and enforce the restrictions created by the Easement and has a commitment to do so.

18. Notices.

For all notices other than those pursuant to Paragraph 6(b), notices or other communications hereunder shall be in writing and shall be deemed to have been given:

a. if hand delivered or sent by express mail or reputable overnight delivery service or by courier, postage prepaid, then, if and when delivered to the respective parties at the below listed addresses (or at such other address as the party may hereafter designate for itself upon ten (10) days prior notice to the other party as required hereby), or

b. if mailed, then on the next business day following the date on which such communication is deposited in the U.S. mail, by first-class registered or certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself upon ten (10) days prior notice to the other party as requested hereby):

c. if electronically, via e-mail with either a return receipt provided by recipients e-mail server or by e-mailed or mailed acknowledgment of receipt by recipient.

If to Grantor:

Lindenwold Residential Associates, LLC
Post Office Box 845
Bensalem, Pennsylvania 19020
Attn: Leonard Poncia
lponcia@gmail.com

with a copy to:

Richard P. McBride, Esquire
5 Apollo Road
Plymouth Meeting, PA 19562-2390
rpm@rpmcbridelaw.com

If to Grantee:

Preservation Alliance for Greater Philadelphia
1608 Walnut Street, Suite 1702

Philadelphia, PA 19103
Attention: Paul R. Steinke, Executive Director

with a copy to:

Lawrence J. Arem, Esquire
Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
Larem@Klehr.com

Paul Leonard
Township Manager
Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034

Gilbert High, Esquire
Upper Dublin Township Solicitor
High Swartz LLP
40 E. Airy Street, P.O. Box 671
Norristown, PA 19404-0671

In the event notice is required to be given to one or more of the mortgagees who consented and subordinated to this Easement, notice shall be given in the form required and at the address indicated on any mortgagee consent.

19. Counterparts; Entire Agreement.

This document may be executed in one or more counterparts which when taken together shall be deemed to be the original. This Easement, including the Exhibits, reflect the entire agreement between Grantor and Grantee and any prior or simultaneous correspondence, understandings, agreements, and representations are null and void unless contained herein.

20. Third-Party Beneficiary.

Upper Dublin Township shall be deemed a third party beneficiary of this Easement. The third party beneficiary shall have the right, but not the obligation, to enforce this Easement in the event that the Grantee is unable or fails to act. Anything herein to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary thereof, except as provided in this paragraph.

21. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by the laws of the Commonwealth of

Pennsylvania, provided that all historic determinations shall be made in accordance with the standards of the United States Secretary of the Interior.

(b) Any lawsuits in connection with this Agreement shall be brought in the Montgomery County, Pennsylvania Court of Common Pleas.

22. Special Conditions.

Subdivision of the Property.
Grantor has advised Grantee that the Property is intended to be subdivided into three parcels (the Residential Parcel, the Senior Living Parcel, and the Castle Parcel), generally as depicted on Exhibit A. (Adjacent parcels for the Gatehouse on Lindenwold Terrace at Cedar Road and the Gatehouse on Bethlehem Pike across from Church Street are depicted on Exhibit A but are not included in the Property and will be subject to separate easement agreements.) The Building will be located entirely on the Castle Parcel. Following conveyance of the Residential Parcel, a Declaration of Planned Community is intended to be recorded against the Residential Parcel and an association (the "Association") will be formed to maintain the Residential Parcel. The parties agree that, upon conveyance of the Residential Parcel and formation of the Association, Grantor, Grantee and the Association will enter into an amendment (subject to the approval of Grantee with respect to the form and substance thereof) to this Easement pursuant to which the Association will assume and be responsible for the performance of all obligations under this Easement with respect to all portions of the Property other than the Castle Parcel, and Grantor shall retain and be responsible for the performance of all obligations under this Easement with respect to the Building, and the Grantee shall enforce the provisions hereof against the respective party responsible therefor.

IN WITNESS WHEREOF, the parties hereto have executed this Easement the day and year first above set forth.

GRANTOR:
Lindenwold Residential Associates LLC,
a Delaware limited liability company

_____ By: _____

GRANTEE:
The Preservation Alliance For Greater Philadelphia,
a Pennsylvania not-for-profit corporation

_____ By: _____
Paul R. Steinke, Executive Director

I CERTIFY THAT THE ADDRESS OF ABOVE-NAMED GRANTEE IS:

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
1608 Walnut Street, Suite 1702
Philadelphia, Pennsylvania, 19103
215-546-1146

_____
Paul R. Steinke
Executive Director

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the _____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared ....., a manager of KPG-IMW Owner, LLC, a Delaware limited liability company, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself as such officer.

_____
NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the _____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared **Paul R. Steinke**, who acknowledged himself to be the Executive Director of The Preservation Alliance for Greater Philadelphia, a Pennsylvania not-for-profit corporation, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such officer.

_____
NOTARY PUBLIC

My Commission Expires:

LIST OF EXHIBITS
for
DEED OF FACADE AND OPEN SPACE EASEMENT
from
GRANTOR
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
For
THE CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler, Pennsylvania

EXHIBIT A

Legal Description of the Property & Subdivision Plan

EXHIBIT B

B-I Initial Restoration

B-II Optional Future Restoration & Permitted Future Alterations

B-III Minimum Maintenance Program

B-IV Minimum Maintenance Program for Protected Interiors

EXHIBIT C

Existing Conditions

EXHIBIT D

Proposed Development Plan

EXHIBIT E

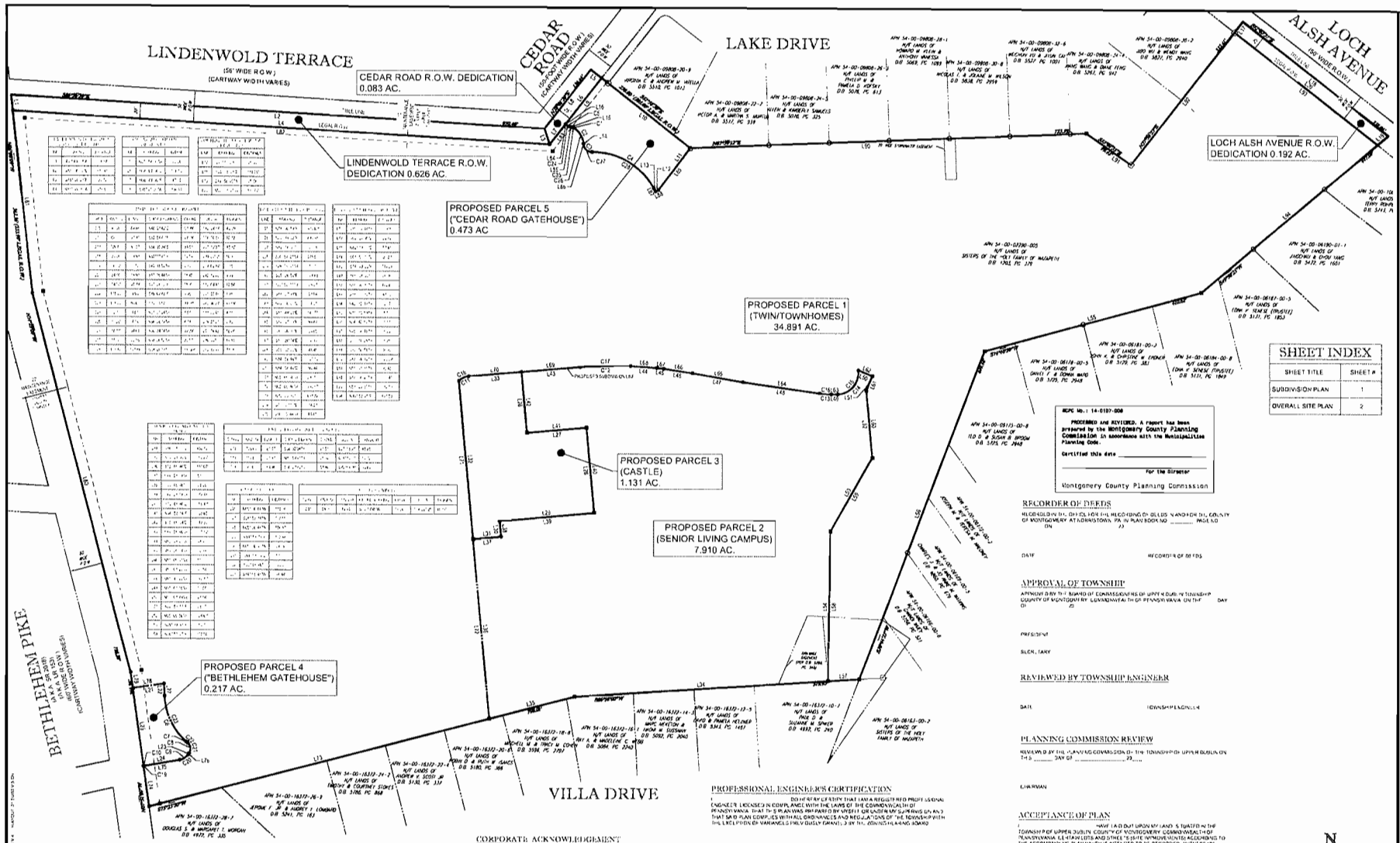
Memorandum of Agreement for St. Mary's Villa Lake Reduction and Stream Restoration

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY & Subdivision Plan
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

Legal Description of Property

Previously discussed to be provided by Lindenwold Residential Associates after subdivision and completion of Land Development.

EXHIBIT A
Subdivision Plan
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA



SHEET INDEX	
SHEET TITLE	SHEET #
SUBDIVISION PLAN	1
OVERALL SITE PLAN	2

MCPC No.: 14-0107-008

PROCESSED and REVIEWED. A report has been prepared by the Montgomery County Planning Commission in accordance with the Municipalities Planning Code.

Certified this date _____

For the Director

Montgomery County Planning Commission

RECORDER OF DEEDS

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS IN AND FOR THE COUNTY OF MONTGOMERY AT NORRISTOWN, PA. IN PLAN BOOK NO. _____ PAGE NO. _____ ON _____

DATE RECORDER OF DEEDS

APPROVAL OF TOWNSHIP

APPROVED BY THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA ON THE _____ DAY OF _____, 20__.

PRESIDENT

SECRETARY

REVIEWED BY TOWNSHIP ENGINEER

DATE TOWNSHIP ENGINEER

PLANNING COMMISSION REVIEW

REVIEWED BY THE PLANNING COMMISSION OF THE TOWNSHIP OF UPPER DUBLIN ON THIS _____ DAY OF _____, 20__.

CHAIRMAN

ACCEPTANCE OF PLAN

I, _____, HAVE LAID OUT UPON MY LAND, & WITHIN THE TOWNSHIP OF UPPER DUBLIN, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA, A PLAN OF LOTS AND STREETS, SITE IMPROVEMENTS ACCORDING TO THE ACCOMPANYING PLAN WHICH IS INTENDED TO BE RECORDED. WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20__.

OWNER'S SIGNATURE

CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ON THIS, THE _____ DAY OF _____, 20__, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE ABOVE COUNTY AND COMMONWEALTH, PERSONALLY APPEARED, THE UNDERSIGNED OFFICER, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF _____, AND THAT HE/SHE, AS SUCH OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF/HERSELF, AS WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(SEAL) NOTARY PUBLIC

MY COMMISSION EXPIRES

PROFESSIONAL ENGINEER'S CERTIFICATION

I, _____, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA; THAT THE PLAN WAS PREPARED BY ME/BY OR UNDER MY SUPERVISION; AND THAT SAID PLAN COMPLIES WITH ALL ORDINANCES AND REGULATIONS OF THE TOWNSHIP WITH THE EXCEPTION OF VARIANCES, IF ANY DULY GRANTED, BY THE ZONING HEARING BOARD.

PROFESSIONAL ENGINEER LICENSE NO.

DATE

PROFESSIONAL LAND SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED & FILED SURVEY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL PROPERTY CORNERS ARE EXISTING OR SET AS SHOWN HEREON; THAT ALL CLOSURE AND DETAILS ARE SHOWN AND CORRECT; AND THAT ALL LOTS OR TRACTS HAVE A BOUNDARY CLOSURE ERROR OF 1 TO 10,000 OR BETTER.

PROFESSIONAL LAND SURVEYOR LICENSE NO.

DATE

LINE LEGEND

BOHLER ENGINEERING
1105 MANOR DRIVE, SUITE 203
CHALFONT, PENNSYLVANIA 18914
Phone (215) 996-9100
Fax (215) 996-9107
www.BohlerEngineering.com

ERIC C. BRITZ
ENGINEER
COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LICENSE NO. PE070453

REVISIONS

NUM	DATE	COMMENT	BY
01	12/18/2017	PER CLIENT COMMENTS	MCM
02	3/19/2018	PER CLIENT COMMENTS	MCM
03	7/18/2018	PER GLDN COMMENTS	KLP
04	11/28/2018	PER GLDN COMMENTS	KLP

CALL BEFORE YOU DIG!

PA 811

NOT APPROVED FOR CONSTRUCTION

PROJECT NO.	PC131158.02
DRAWN BY	MCM
CHECKED BY	EAB
DATE	2018.07.20
SCALE	AS NOTED
CAD I.D.	PC131158.02 SUB2018-01.dwg

PROJECT

SUBDIVISION PLAN

FOR

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC

THE MATTISON ESTATES

701 S. BETHLEHEM PIKE
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PA

SHEET TITLE

SUBDIVISION PLAN

SHEET NUMBER

1

OF 2

REVISION 4 - 2018.01.23

EXHIBIT B.I – INITIAL RESTORATION
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA & ASSOCIATED SITE RESOURCS
701 S. Bethlehem Pike, Ambler PA

Initial Restoration

All work shall be in accordance with drawings and specifications which shall be submitted to and approved by Grantee prior to the start of work. The scope outlined below is permitted to be altered if agreed to by the Grantor and Grantee, and concurred to by the Township.

Owner shall cause the following work to be performed on the Castle within one year of receiving pertinent township and third-party approvals such that construction activity is permitted to begin on the site of the Senior Housing project, unless noted otherwise below. Owner shall cause the following work to be performed on the other Historic Resources of the Property within two years of receiving pertinent township and third-party approvals such that construction activity is permitted to begin on the site of the Senior Housing project, unless noted otherwise below.

Please note that all items discussed in this Exhibit pertaining to the Castle are understood to pertain only to the protected areas of the Building, as identified in Exhibit C.

Please note that work on the Gatehouse at Bethlehem Pike and the Gatehouse at Lindenwold Terrace are covered under separate easements and as such are explicitly excluded from this Deed of Easement.

CASTLE EXTERIOR

Masonry
Minor masonry repairs will be addressed at locations of cracks near front entrance and repointed anywhere mortar is missing to a depth of ½" or greater. All head joints in coping stones with missing or damaged mortar will be pointed or appropriately sealed. Perform a one-time mortar analysis to determine the appropriate type and ratio of cement, lime, and aggregate for the mortar to be used during future repairs.

Windows, Doors and Metalwork (railings, grilles, etc.)
Where current paint is failing, all wood windows and painted wood doors shall be scraped, primed and repainted. Any loose or damaged window glazing and/or putty shall be removed and repaired/reglazed. Any failing sealant between the window or door frames and the masonry shall be repaired. Any areas of failing paint on metal work shall be scraped, applied with a rust primer and repainted. Any window sills or sashes allowing water to penetrate shall be repaired. If repair is not possible, sash shall be replaced in kind.

Downspouts, Drainage and Vegetation
Install downspout sections at all locations where missing. Remove vegetative growth which is attached to masonry; cut back any vegetation growing within one foot of masonry, windows, or doors. Remove larger shrubs and trees that block windows, and/or that are within one foot of the building.

CASTLE INTERIOR

General

Unless noted otherwise, the terms of the Deed of Easement on the interior of the Castle are limited to those rooms identified as "Protected Interiors" on the building plans provided in Exhibit C.

Abate hazardous materials, where necessary, in Protected Interiors and other locations as necessary to accommodate the proposed work.

Clear trash & debris from all accessible interior areas, whether or not the area is designated a Protected Interior.

Fire Protection

Install a fire protection system throughout the Castle in accordance with NFPA 13 or other standard acceptable to local code authorities and insurance carrier. This system may be installed exposed, so as to minimize the cutting and patching of finishes. The fire sprinkler system shall be routed in such a way to be sensitive to the Protected Interior fabric & detailing. The existing Fire Alarm system shall be upgraded as required to meet code requirements. Where run through habitable spaces, sprinkler piping shall be painted a color for minimal visual impact.

Mechanical System

The existing mechanical (HVAC) system for the Castle will be repaired and/or replaced so that it will be capable of providing heating and cooling as appropriate throughout the year. Temporary heating devices, such as salamanders or kerosene heaters, are not permitted, unless the heat source is provided from outside of the Castle and the conditioned air is ducted into the building. Any new roof top equipment shall be located so that it is not visible from within fifty feet of Castle.

SUNKEN GARDEN

There is no initial restoration related to the Sunken Garden required by this Deed of Easement.

STONE ENTRANCES AND IRON GATES

Masonry

Perform initial restoration consistent with "Perimeter Stone Walls" below.

Metalwork

At the three entrance gates (Bethlehem Pike at Church Street, corner of Bethlehem Pike & Lindenwold Terrace, and Lindenwold Terrace at Cedar Road), check for deteriorated paint and rust. Remove rust and deteriorated paint, prime with zinc rich primer, and repaint.

PERIMETER STONE WALLS

Perform a one-time mortar analysis to determine the appropriate type and ratio of cement, lime, and aggregate for the mortar to be used during future repairs.

Remove trees, weeds, and vines which have taken root in the mortar joints of the walls.

Rebuild the wall at locations where stone has fallen, become significantly dislodged from adjacent stone, or become displaced with sufficient mortar loss that stone can be easily dislodged by hand. To the extent practically possible, reuse stone from the wall for repairs.

LAKE AND RETAINING WALLS

Perform work consistent with Memorandum of Agreement for St. Mary's Villa Lake Reduction and Stream Restoration (Exhibit E). Statuary located on the island will be retained consistent with the Memorandum of Agreement for St. Mary's Villa Lake Reduction and Stream Restoration (Exhibit E). This work is to be performed within the timeframe listed above, regardless of the status of the Villa Lake Reduction and Stream Restoration project.

GAZEBO

Masonry
Stabilize the structural cracks in the gazebo through the use of tension cables at the base of the roof, or other approved method. Repair cracks anywhere mortar is missing to a depth of ½" or greater, using a mortar mix determined from a mortar analysis to determine the type and ratio of cement, lime, and aggregate.

Roof & Ceiling
Repair the wood shingled roof, replacing damaged shingles and metal flashing in-kind. Repair the beaded board ceiling, replacing damaged boards in-kind. Reattach displaced metal cresting and repair metal elements. Prep prime and repaint painted metal and wood elements.

FORMAL GARDENS

There is no initial restoration related to the Formal Gardens required by this Deed of Easement.

STATUARY

Retain the following statues in their current locations. Statues may be removed if necessary to facilitate construction, with the understanding that they be returned to their current locations upon completion of construction.

- Statue located at Loch Linden Lake, Exhibit C 48
- Fountain against south wall of Castle, Exhibit C 7
- Large fountain on south side of Castle, Exhibit C 44
- Statues (16) on and at site walls at "Bridge" near Gazebo, Exhibit C 46

- Statues (4) on the Gate at the intersection of Lindenwold Terrace and Bethlehem Pike, Exhibit C 39

Repair or restoration of these statues is not a requirement, with the exception of the Angel statue located at Loch Linden Lake, Exhibit C 48, which is to be kept in an intact condition.

See Exhibit B.II for a discussion of other statuary on the Property.

SPRINGHOUSE

There is no initial restoration related to the Springhouse required by this Deed of Easement.

EXHIBIT B.II – PERMITTED FUTURE RESTORATION & ALTERATIONS
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA & ASSOCIATED SITE RESOURCS
701 S. Bethlehem Pike, Ambler PA

Optional Future Restoration & Permitted Future Alterations

Restoration is the making of changes to the existing Property to return the Property back to its original or historic condition. These changes are permitted, but are not required. Alterations are changes which are permitted but which do not bring the Property back to their original or historic conditions.

Grantor is permitted, but not required, to restore and to make certain alterations to the Property as set forth below. Notification to the Grantee of the intent to perform such work is required, with the understanding that approval of such work may not be unreasonably withheld and that such approval will not take more than 30 calendar days. Work not listed below also may be permitted with the approval of the Grantee.

All work shall be in accordance with drawings, specifications, descriptions, or any other acceptable form of documentation which shall be submitted to and approved by Grantee prior to the start of work. In order to facilitate timely review and approval, Grantor may submit conceptual and design proposals prior to the start of any construction drawings and specifications. Grantee has the right to waive the submission of documentation.

Restoration and alterations shall comply with *The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (2017), especially "Guidelines for Rehabilitating Historic Buildings."

Please note that all items discussed in this Exhibit pertaining to the Castle are understood to pertain only to the protected areas of the Building, as identified in Exhibit C, or other features explicitly discussed below. Any new construction and modifications, including those to items listed below, which are consistent with the Proposed Development Plan (Exhibit D) are explicitly permitted and do not require review and approval of the Grantee.

Please note that work on the Gatehouse at Bethlehem Pike and the Gatehouse at Lindenwold Terrace are covered under a separate easement and as such are explicitly excluded from this Deed of Easement.

GENERAL

Grantor may replace materials in-kind (matching material, configuration, and finish). If in-kind materials are not reasonably available, compatible replacement materials may be permitted. Grantor may restore missing original building elements if such restoration work is based on photographic, physical, or other documentary evidence.

CASTLE EXTERIOR

Existing Entrances

Reasonable alterations may be made to existing building entrances as required by code to accommodate handicapped accessibility and tenant needs, provided such alterations are compatible in materials and proportions with existing original building fabric. Installation of a ramp or chair lift for handicapped accessibility, including raising the front elevation of the wood front porch to provide handicapped accessibility between the porch and entry hallway is permitted.

Accommodation of code-required stairs and/or elevator by one of the following methods is permitted:

- An addition on the "back ell" of the Castle
- A connection at the "back ell" to adjacent new construction

Signage

All existing exterior signage on the Building may be removed, altered or replaced with new signage, provided such new signage replicates the size, location, and material of existing signage and/or historical signage as documented in historical photographs or other archival sources. Grantor may place new and/or replacement signs or plaques for the following purposes:

1. To comply with Fire Department or other applicable laws
2. To commemorate the Easement or other historic designations of the Building
3. To identify the name and address of the Property
4. To advertise the Property for sale or rental
5. For any purpose required by any lender of Grantor
6. To provide directional signage appropriate to the Property's use

For all of the above, the signs or plaques shall be of a size, material, design, location, and method of attachment which is compatible with, and minimizes the visual impact on, the architecture of the Building. Signs and plaques shall comply with all applicable laws and design reviews. To the extent possible, signs and plaques shall be secured in a manner that does no irreversible damage to the Building.

The removal of large cast stone cross from West façade is permitted and the infill of cross shaped openings in masonry to restore them to their original vertical opening is permitted.

Roof

New roof penetrations are acceptable if they are not visible from the ground. Rooftop mechanical equipment may be replaced with new equipment, assuming it is not visible from within fifty feet of Castle. Grantor may add a fall protection system with minimal visual impact, such as harness wire system installed along centerlines of roof. Future roof replacement may be membrane roof. Slate elements may be replaced with non-slate material, provided new material is approved by the grantee.

Exterior Lighting

Installation of modern, freestanding LED fixtures, as appropriate to maintain occupant safety or to provide general illumination of the Castle or its architectural features, and with approval of the Grantee, is permitted.

Windows, Doors and Metalwork (railings, grilles, etc.)
The replacement of windows to match the character of the historic windows is permitted, including the replacement of existing vinyl windows with wood windows to match the character of third floor windows. The use of alternative materials is allowed if they replicate the appearance of the original. Use of simulated divided lites and insulated glass is allowed if detailing is acceptable to grantee. Existing window screens and storm doors can be removed or replaced. Removal and replacement of damaged stone sills is permissible with in-kind material or an appropriate substitute material such as cast stone. The existing stained glass can be covered with clear glass or another transparent protective material. The removal of stained glass installed after 1936, and its replacement with clear glass windows similar to those in historic photos and in keeping with the historic character of the building, is permitted.

The removal of non-historic decorative window grilles is permitted. The replacement or removal of the porte cochere gate is permitted, provided it is stored on site upon removal. Replacement and addition of railings in an alternative design compatible with the historic character of the building, for purposes of code or aesthetic compatible with the historic character of the building is permitted.

Downspouts and Drainage
Additional downspouts can be added if required for proper drainage but must match existing size, color, and configuration. If not connected to underground drainage system, provide 4' concrete splash blocks.

PROTECTED INTERIOR FEATURES

Unless noted otherwise, the terms of the Deed of Easement as it relates to the interior of the Building are limited to those rooms identified as "Protected Interiors" on the building plans provided in Exhibit C. The Grantor understands the significance of the decorative materials and finishes in the Protected Interiors, and acknowledges that the long-term care and maintenance of these finishes are considered integral to the significance of the interior as a whole. The Grantee understands and acknowledges that encouraging the continued productive use of the interior in a cost-effective manner is a catalyzing factor in the establishment of this Deed of Easement. Therefore, the Grantor will favor future uses that do not require significant alterations to these finishes, while the Grantee will accept that certain alterations may be necessary, in accordance with the approval & notification procedures outlined in the Deed of Easement.

Protected Interiors will be left in their existing condition or may be modified for contemporary use while retaining historic elements to the greatest extent possible. This includes modifications required for code compliance. The overall room shapes may not be altered, although partitions no higher than eight feet and cubicles may be inserted within a room. Upgrading/supplementing of existing Mechanical, Plumbing, Electrical, and other building systems, as required to meet use needs and code requirements, is permitted provided plans are submitted for review & approval by Grantee prior to the commencement of work.

Reasonable alterations may be made to existing building entrances to accommodate handicapped accessibility and tenant needs, provided such alterations are compatible in materials and proportions with existing original building fabric.

Reasonable alterations may be made within the Protected Interiors on the first floor to provide an accessible restroom entered directly from the main corridor. The restroom proper may be built with contemporary materials and design, but alterations outside of the restroom will be compatible in materials and proportions with existing original building fabric. Loss of historic fabric should be minimized.

Work outside of the areas identified as "Protected Interiors" may be performed without notification to or approval from the Grantee. Grantor is encouraged, but not required, to reuse, retain on site, or salvage any historic elements within these non-protected areas.

New signage may be provided and any existing signage may be removed, consistent with the purposes listed above for exterior signage.

SUNKEN GARDEN

This area is to be retained as an open area, with the remains of the existing sunken garden allowed to be removed, although it is preferable that the retaining walls associated with the garden remain intact. Limited infill is proposed for the site and may obscure a portion of the exposed wall and other features of the garden, as long as the arcature band remains visible.

The retaining wall and land bridge to the east of the sunken garden will be retained. Statuary in this area will be treated consistent with the "Statuary" section outlined elsewhere in Exhibit B.II & B.III.

STONE ENTRANCES AND IRON GATES

The removal of St. Mary's Home signage at the corner of Bethlehem Pike & Lindenwold Terrace is permitted, but discouraged.

Otherwise, these elements shall be maintained as per Exhibit B.III "Minimum Maintenance Requirements."

PERIMETER STONE WALLS

Creation of a new vehicular entry, including the removal of a portion of the perimeter stone wall and the addition of new pier elements to define entry, is permitted. The new pier elements must be

distinguishable, but keeping in line with the historic character of the site walls and other gate entrances. Stone removed to create the entrance should be stored in site for quarrying when needed.

Otherwise, these elements shall be maintained as per Exhibit B.III "Minimum Maintenance Requirements."

LAKE AND RETAINING WALLS

These elements are permitted to be modified consistent with the documents entitled "St. Mary's Villa Stream Restoration" prepared by Skelley & Loy (Exhibit E).

Portions of the walls will be removed consistent with Exhibit D. The remaining walls are to be retained in their current state, with no intervention required and can be removed if condition becomes hazardous. The spillway is to remain intact following any alterations to Loch Linden.

GAZEBO

This element shall be maintained as per Exhibit B.III "Minimum Maintenance Requirements."

FORMAL GARDENS

This area is to be retained as an open area, with the remains of the existing formal garden allowed to be removed. Statuary in this area will be treated consistent with the "Statuary" section outlined elsewhere in Exhibit B.II. & B.III.

Consistent with the Land Development Plan, Exhibit D, a driveway with landscaped median is permitted.

STATUARY

The Statuary identified in Exhibit B.I is intended to remain in its current locations. Relocation / removal may be permitted with the approval of the Grantee and the Township.

Other landscape statuary identified as having artistic or historic value by the Assessment executed as a precursor to this easement may be retained in place, moved to another location on site, or removed from the site. The Grantee is to be notified at least 30 days prior to the removal of any statuary in this category, so as to provide the Grantee with the opportunity to find a potential recipient to remove and take possession of it. Any statuary may be repaired, replaced in kind, left in place in a non-functioning condition, or removed if in poor condition, with the exception of the Angel statue located at Loch Linden Lake, Exhibit C 49, which is to be kept in an intact condition.

The retention of statuary does not carry an obligation for maintenance, preservation, or restoration; as such, this scope is not covered by this Deed of Easement. The Grantor may choose to repair, preserve,

restore, or replicate statuary; repairs or replacement may be performed either in-kind or with compatible materials.

SPRINGHOUSE

The Springhouse is to remain as an intact ruin.

EXHIBIT B.III – MINIMUM MAINTENANCE PROGRAM
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA & ASSOCIATED SITE RESOURCS
701 S. Bethlehem Pike, Ambler PA

It is the Grantor's responsibility to maintain the property, to comply with all applicable codes and ordinances, and to take adequate provisions for the protection of life and property. It is understood that the below maintenance program is to be undertaken by the Grantor and is separate and independent of the regular inspections undertaken by the Grantee. To the extent that Grantee's interest is involved, Grantor shall adhere to a maintenance schedule with respect to the property at least as stringent as that set forth below. Grantor shall keep reasonable records with respect to inspection and replacement and shall make such records available for inspection by Grantee at the property during normal working hours, upon written notice from Grantee.

This Maintenance Program encompasses the Castle and other Historic Resources, with a scope outlined below for each Resource.

CASTLE EXTERIOR
1. Stonework & Masonry
Inspection Schedule: Once a year
Operation:

a. Check for moist areas especially along gutter, downspouts and at grade level, cracks, crumbling material, loose pieces, missing mortar, efflorescence (white discoloration).
b. Check where moisture is entering masonry and repair any leaks in roofing, cornice, flashing, down spouts, joints between masonry and other materials
c. Reflash / recaulk leaking joints as required
d. Retain original masonry and mortar, whenever possible, without the application of any surface treatment or covering. Repoint only those joints with loose or crumbling mortar. Infill holes and open cracks with mortar that matches surrounding in color, texture, and appearance. Repointing work shall be performed using methods agreeable to the Grantee, using mortar which matches original in color, texture, constituent composition, and workmanship. Joints shall maintain original width and be tooled to substantially match original finish. Mortar shall not be harder than surrounding masonry or original mortar.
e. If significant cracks, surface spalling, or material deterioration is found, review condition of masonry with a registered architect, materials conservator, or restoration contractor experienced in evaluating masonry. Grantor shall cause work to be performed in accordance with consultant's recommendations approved by Grantee prior to start of work, and in accordance with the terms of this Deed.
f. Masonry shall not be cleaned except in accord with a proposal submitted to and approved by Grantee prior to start of work. Such cleaning shall be done with materials and techniques which will not damage masonry. Sandblasting, wire brushes, grinders, sanding discs, or other abrasive methods shall not be used, nor shall any harsh chemical which weakens the masonry be applied. Materials and techniques shall be selected based on results of test patches
g. Snow removal materials which might damage masonry, e.g. salt, shall not be used on stoops or adjacent walls.

2. Metal Railings, Gates, and Grilles
Inspection Schedule: Once a year
Operation:

a. Check for deteriorated paint, rust, moisture or physical damage and wear.
b. Repair any loose joints, attachments, or hardware. Replace in kind any missing pieces or sections.
c. Remove iron rust using materials and methods which will not accelerate pitting and corrosion of the metal. Prime and paint according to instructions below.

3. Roof
Inspection Schedule: Once a year
Operation:

a. Check for worn, loose or missing slate shingles (on roof "walls") and replace as needed.
b. Ensure functionality of drains and clear as necessary.
c. Check for tears in the roofing material and other signs of infiltration.
d. Repair leaks, weak areas, and loose attachments.
e. Replace missing shingles in kind.

4. Flashing
Inspection Schedule: Once a year
Operation:

a. Check for cracks, warps, distortions or weak areas, loose or damaged seams, and loose attachments.
b. Check for loose, damaged or missing sections. Check masonry or woodwork underneath for moisture damage, especially at attachment points.
c. Replace damaged or missing elements to match existing. Repair leaks and weak areas.
d. Reattach to repaired substrate.
e. Paint colors for flashing shall match adjacent construction.

5. Caulking
Inspection Schedule: Once a year

a. Check caulk for brittle, cracked, or missing pieces.
b. Remove any damaged area, clean, prime or seal according to manufacturer's specifications; provide backer rods and bond-breaker tape as required; and replace caulk. Sealant shall be factory mixed color to match adjacent construction or shall be painted to match adjacent finishes or construction.

6. Gutters and Downspouts
Inspection Schedule: Twice a year (Spring and Fall)
Operation:

a. Check for leaks and loose, missing, or clogged gutters and downspouts.
b. Remove leaves and other debris in Spring and after leaf fall.
c. Reattach loose downspouts, clear as needed, and repair leaks.
d. Replace in kind missing pieces or elements. Any replacement sections shall match existing or be of a design, material, and installation similar to the historic era and architecture of the Building.

7. Woodwork (Cornices, Doors, Windows & Trim)

Inspection Schedule: Once a year
Operation:

a. Check for moisture damage, warping, splitting and unsound joints, and missing pieces.
b. If wood is decayed, determine source of moisture, stop leaks, and replace decayed wood to match original in dimension, species, finish and workmanship, and replace or repair damaged flashing.
c. Repair unsound joints.
d. Seal fine cracks with wood filler.
e. Check putty for cracks or missing pieces. Reglaze where necessary.
f. Prime and paint any new flashing, putty or other glazing materials.

8. Glass
Inspection Schedule: Once a year
Operation:

a. Replace cracked or missing lights with glass to match, using tempered or other safety glass where required.
b. Inspect stained glass for signs of bowing or missing glass and repair as necessary to prevent loss of glass or failure of weather seal.
c. Replacement for art glass shall substantially match original. Replacement glass for other clear glass shall approximate original.

9. Exterior Light Fixtures
Inspection Schedule: Once a year
Operation:

a. Check for deteriorated paint, rust, corrosion, moisture damage, and wear.
b. Repair any loose joints, weak links, attachments or hardware and reattach when necessary.
c. When metal finish deteriorates, restore to match original.
d. When paint finish deteriorates, prepare and repaint per instructions below.
e. Replace broken glass to match original.

10. Paint
Inspection Schedule: Once a year
Operation:

a. Check for wear, bare spots, blistering, peeling, and mildew.
b. Check where moisture is entering wood and stop leaks.
c. Wash mildew with fungicide.
d. Split blisters, scrape peeling areas, remove rust, and sand rough spots.
e. Deteriorated paint finishes shall not be removed using sandblasting, open-flame burning methods, or rotary mechanical tools. If removal of existing paint down to bare wood or metal surfaces is proposed, submit proposal indicating methods and materials to, and for approval by, Grantee.
f. Prime and paint (two finish coats) using materials compatible with the existing painted surfaces.
g. For metals other than aluminum, scrape and wire brush deteriorated paint and rust from metal.
h. Prime and paint bare metal using materials designed for the specific metal type.

i. For significant protected painted finishes, apply a gentle surface cleaning using methods agreeable to the Grantee. Areas of blistering, peeling, and other minor damage are to remain, with removal only as approved by the Grantee.

11. Termites
Inspection Schedule: Once a year
Operation:

a. Have a professional exterminator check once a year for termites and other wood damaging creatures. Treat if necessary.

12. Structural Elements
Inspection Schedule: Once a year
Operation:

a. Check exposed exterior and interior surfaces of walls and foundations, with particular attention paid to areas of stairway, floor openings, wall openings, and changes in wall material. Check for cracks, collapsing, leaning or bulging areas, or other signs of uneven settlement, movement, or structural deterioration.
b. Check interior wall surfaces at upper levels, with particular attention paid to joints. Check for cracks, crumbled plaster, gaps between finishes, or other signs of movement.
c. Check exposed roof framing members for rotted, split, or cracked timbers. Check exposed masonry where timbers bear on walls for crumbling or gaps which indicate wall movement.
d. If rotted timbers, significant cracks, or other signs of movement are observed, review structural condition of the building(s) with an engineer qualified to evaluate its condition in order to ensure that adequate safety standards and precautions are met. A report on the findings and any remedial actions shall be furnished to the Grantee. For any remedial action which will affect the appearance of the portions of the property included in this easement, Grantor may proceed without Grantee approval but shall make every reasonable effort to notify Grantee and to comply with any Grantee suggestions towards remedial actions compatible with the historic character of the property.

SUNKEN GARDEN
This area is to be retained as an open area. Any statuary in this area will be treated consistent with the Minimum Maintenance requirements outlined in the "Statuary" section below.

STONE ENTRANCES & IRON GATES
Inspection Schedule: Once per Year.

Operation:

a. Check the Stone Entrances and Iron Gates following the Maintenance Program outlined above for the following elements:
    1. Stonework & Masonry
    2. Metal Railings, Gates, and Grilles

PERIMETER STONE WALLS
Inspection Schedule: Once per Year.

Operation:

a. Check the Perimeter Stone Walls following the Maintenance Program outlined above for the following elements:
    1. Stonework & Masonry

LAKE & RETAINING WALLS
Inspection Schedule: Once per Year.

Operation:

a. Check the Lake & Retaining Walls to assess the general condition of the Angel Statue and the island upon which it rests.

GAZEBO
Inspection Schedule: Once per Year.

Operation:

a. Check the Gazebo will receive the Maintenance Program outlined above for the following elements:
    1. Stonework & Masonry
    2. Metal Railings, Gates, and Grilles
    3. Roof (replacing the word "slate" with "shingles")
    4. Flashing
    7. Woodwork
    10. Paint
    12. Structural Elements

FORMAL GARDENS
This area is to be retained as an open area. Any statuary in this area will be treated consistent with the Minimum Maintenance requirements outlined in the "Statuary" section below.

STATUARY
Inspection Schedule: Once per Year.

Operation:

a. Perform a general review of historic statuary identified in Exhibit B.I to assess its general condition. The Grantor is encouraged, but not obligated, to undertake restoration of this statuary, with the exception of the Angel statue at Loch Linden Lake, which is to be kept in an intact condition.
b. Perform a general review of the other historic statuary remaining on the property to assess its general condition. Signs of deterioration or failure are to be noted. The Grantor is encouraged, but not obligated, to undertake restoration of this statuary.
c. Restoration, if undertaken, shall include the following:
    - Retain original pieces whenever possible, without the application of any surface treatment or covering. Infill holes and open cracks with appropriate fill that matches surrounding in color, texture, and appearance.

- If significant cracks, surface spalling, or material deterioration is found, review condition with qualified materials conservator.
- Clean statuary with materials and techniques which will not damage statuary. Sandblasting, wire brushes, grinders, sanding discs, and other abrasive methods shall not be used, nor shall any harsh chemical which weakens the masonry be applied.
- Any restoration procedures shall be based on test patches performed in an inconspicuous location on the statuary.
- Any restoration procedures shall be reviewed and approved by Grantee prior to start of work.

SPRINGHOUSE
Inspection Schedule: Once per Year.

Operation:

d. The area around the Springhouse is to be kept clear of brush, trees, shrubs, and invasive growth species, and no elements associated with the ruins are permitted to be removed or relocated.
e. No route maintenance other than noted above is required.

EXHIBIT B.IV – MINIMUM MAINTENANCE PROGRAM PROTECTED INTERIORS
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA & ASSOCIATED SITE RESOURCS
701 S. Bethlehem Pike, Ambler PA

It is the Grantor's responsibility to maintain the property, to comply with all applicable codes and ordinances, and to take adequate provisions for the protection of life and property. To the extent that Grantee's interest is involved, Grantor shall adhere to a maintenance schedule with respect to the property at least as stringent as that set forth below. Grantor shall keep reasonable records with respect to inspection and replacement and shall make such records available for inspection by Grantee at the property during normal working hours, upon written notice from Grantee.

This Maintenance Program for the Protected Interiors encompasses those finishes and fixtures which date from the Mattison period. It is the intent of this Easement that the Protected Interiors be maintained in a manner to allow those spaces to convey their historic character. It is the intention of this easement that materials which are from the Mattison period, are readily visible, and are agreed to be significant to the historic character of the room are to be left in place.

Unless otherwise approved by the Grantee, the following minimum maintenance procedures shall apply:

1. GENERAL PRINCIPLES for Maintenance of Features in Protected Interiors. Special consideration should be given to the custodial care of the materials and finishes of the Protected Interiors. In general, the mildest workable non-abrasive dry cleaning processes (e.g., dusting, polishing, vacuuming) are preferable to wet cleaning methods. Clean only when a useful purpose is served. New cleaning methods are to be tested on a small, inconspicuous location prior to being employed throughout.

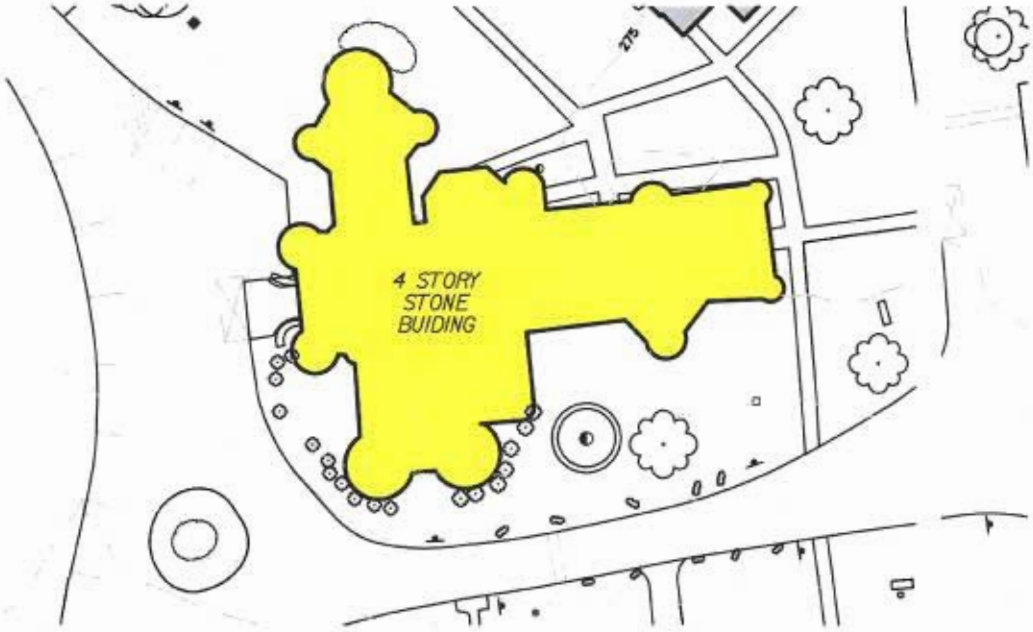
2. Refinishing of historic materials shall be done with materials appropriate to the historic material, shall be applied in a manner consistent with manufacturer's instructions, and shall not significantly alter the historic character of the space. When refinishing painted, stained, varnished or shellacked woodwork, use only stripping, priming, and finish products suitable for interior woodwork, and adhere to manufacturer's specifications. Mechanical abrasive methods should not be used to remove old finishes.

3. Inspect historic materials annually for deterioration, cracks, efflorescence, and, especially, moisture. Eliminate sources of moisture or structural movement. If examination behind walls or above ceilings is necessary, such examinations should limit the destruction of original material to the greatest extent possible.

4. If historic materials are damaged, the cause of such damage shall be addressed and the damaged areas shall be stabilized against further deterioration. If damage requires the repair of historic material, repair of existing material is encouraged. If damage requires removal of historic material, replacement in-kind in encouraged, but patching with a compatible material discretely installed is acceptable.

5. Given the unique nature of the building materials and the potential for damage using typical cleaning methods, if historic materials are to undergo repairs which are more than basic maintenance, it is preferred that whenever possible, an experienced architectural conservator shall be consulted.

Exhibit C-1
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Plot Plan: Lindenwold is a 45 acre property located at 701 S. Bethlehem Pike, Ambler, PA, situated at the western edge of Upper Dublin Township. Originally 400 acres, it was acquired by Dr. Richard V. Mattison, owner of the Keasbey & Mattison Company in Amber, PA in 1888. The original main residential section of the property was built between 1888 and 1912.

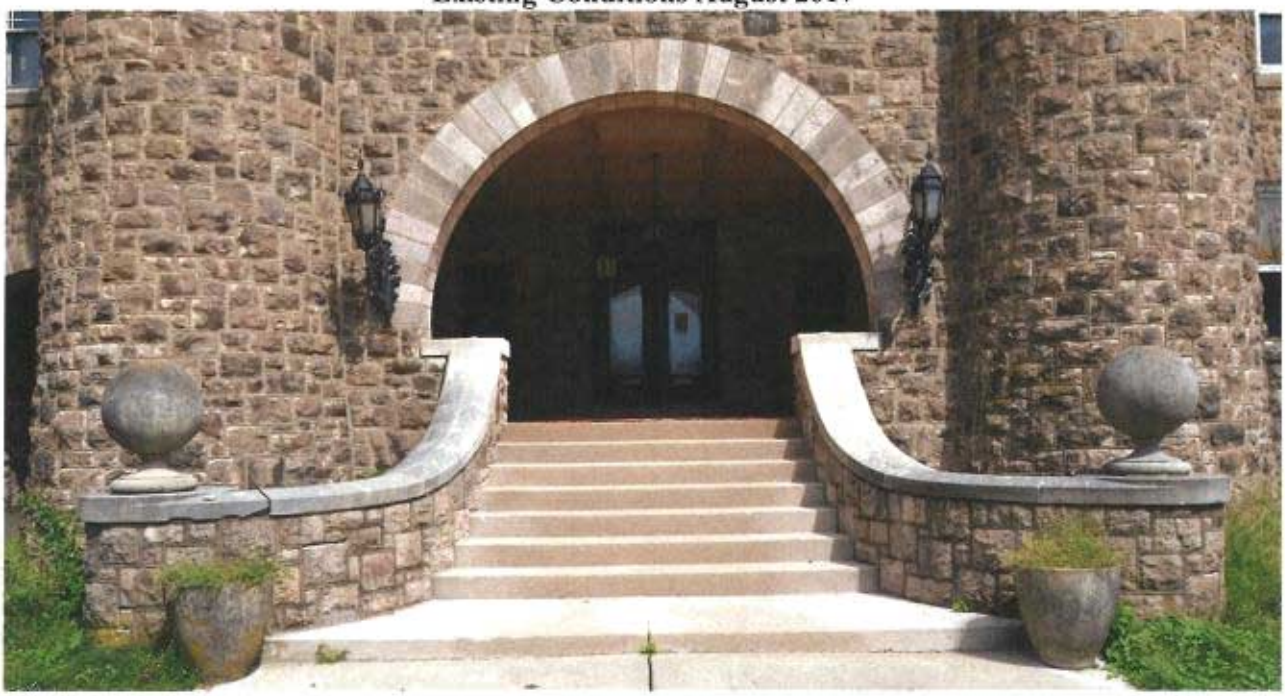
Exhibit C-2
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

West Elevation: The building is designed in a castellated Norman Revival style and is clad in random-coursed ashlar blocks of quarry-faced fieldstone. Its shallow-pitched hipped roof sits behind tall crenellated walls. The building's primary elevation faces west, dominated by a central four-story tower bracketed by two corner turrets. A recessed porch occupies the tower's base, set behind a wide central archway. Three-story side wings flank the central tower, each featuring prominent corner turrets. An arched *porte cochere* runs through the south wing immediately adjacent to the central tower, and a two-sided prow bay projects outward between the *porte cochere* and southwest corner turret. The prow bay also features a slender, blind turret at its corner. A raised patio runs from the central tower to the northwest corner turret.

The entire roofline, including turrets, is crowned in a corbelled arcature band and battlement. A thin stone belt course runs continuously above the third floor. Slender blind lancet niches and Greek cross insets decorate the central and corner towers below their respective cornices.

Windows on the west elevation are primarily double-hung wood sashes in either rectangular or segmental arched openings with sandstone sills. Ground-floor, fourth-floor, and all corner turret windows are one-over-one sashes, with curved glass in the corner turret windows. The remaining second and third floor windows feature Queen Anne-style divided-light upper sashes. The second-floor window in the central tower features a wide leaded and stained glass panel flanked by single-hung leaded and stained glass sidelights. The 4th floor windows are vinyl.

Exhibit C-3
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



West Elevation Details:
(Top): The main entrance is located along the back wall of a semi-enclosed porch accessed by a set of stone steps. Splayed sidewalls feature limestone coping and decorative globes.
(Right): Ornate wrought-iron sconces flank the porch's arched entryway. Mortar joints are beaded across the west elevation, along with portions of the north and south elevations.

Exhibit C-4
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

West Elevation Details:
(Top): The double-leaf, wood and glass doorway is topped by a rectangular transom light. The rear porch wall also features a pair of double-hung windows behind decorative wrought iron screens. The southern window is one-over-two; the northern window is one-over-one. The porch ceiling is painted wood with exposed painted beams; the porch floor is painted wood. One hanging pendant fixture and two ceiling-mounted fixtures light the porch.
(Right): The doorway features original out-swinging wood and glass storm leaves.

Exhibit C-5
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

West Elevation Details: A second set of stone steps connects the porch to the *porte-cochere* to its south.

West Elevation Details: An arched doorway connects porch to a raised, open patio to its north. The doorway features a glazed fanlight transom and glass block sidelights in wood frames, but no central leaf. The patio features a concrete floor and a low stone-capped perimeter wall.

Exhibit C-6
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

South Elevation: Behind the primary west elevation, the building extends eastward in a series of rear wings arranged in a roughly T-shaped plan. The general massing, materials, cornice, and fenestration patterns of the main elevation are repeated on the sides and rear. Two corner turrets with raised crowns dominate the composition, which steps back and down to a long rear ell roughly at the mid-section of the building. The mortar joints of the rear ell are flat, giving the stonework a rougher appearance than the front portions of the structure.

(Right): A two-sided prow bay projects from the middle of the rear ell, featuring a slender blind turret at its corner. A metal fire escape is located where the ell meets the building's wider mid-section.

Exhibit C-7
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

South Elevation Details:
(Left): A marble fountain rests on an engaged base set between the two corner turrets of the forward-most wing.

Exhibit C-8
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

East Elevation: The building's three-story rear ell faces east with a two-bay elevation bracketed by slender blind corner turrets crowned by ornamental battlements. A single-leaf wood door is centered on the ground floor, accessed by a narrow stone stoop framed by thick sidewalls.

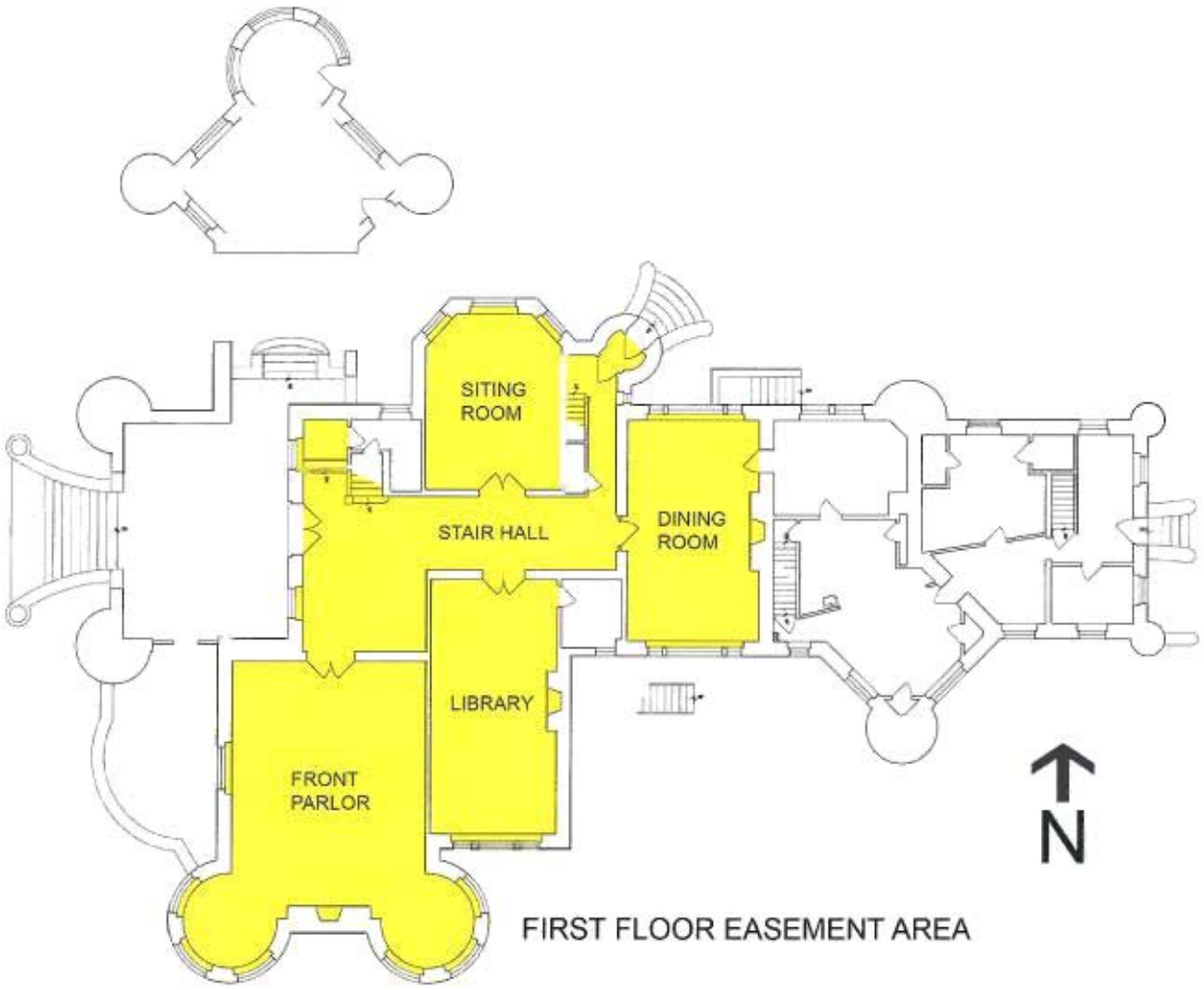
Exhibit C-9
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

North Elevation: The north-facing portions of the building's rear wings continue the basic materials and proportions of the south elevation, but are differentiated in massing. The northern arm of the front "T" recedes for one bay at a 45-degree angle between the northwest corner turret and a second blind turret adjacent to the *porte-cochere*. The long rear ell features a three-faced angled bay, an engaged two-story circular turret, and a semicircular bay interspersed between an informal grid of rectangular and segmental arched window openings.

Exhibit C-10
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

North Elevation Details:
(Left): The two-story engaged turret features a rear entryway accessed by radial stone steps. The door is a single wood and glass leaf.
(Right): A slender bay located between the front wing and middle projecting bay features a multi-pane stained-glass window.

Exhibit C-11
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



FIRST FLOOR EASEMENT AREA

As a general rule, the protected elements of the interiors include the surface of walls, ceilings and floors, the volumes of space defined thereby, and the architectural elements, including, but not limited to, the fireplaces, doors and their hardware and ornaments known to date to the Mattison era. No furniture, rugs or other décor not affixed to the walls are protected elements of this easement. Whenever possible, elements known not to date to the Mattison era are identified in the photo captions, but this does not imply that all other materials are original.

Interior plans: Stampfl Architects

Exhibit C-12
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor stair hall:
Facing west (top), facing east (bottom): The building's main entry opens into a front stair hall and double-loaded central corridor. The space features wood floors with mahogany inlaid borders, flat plaster ceilings with exposed wood beams, paneled wainscoting with composition ornament, and wallpapered walls. Two chandeliers light the space. Wallpaper and light fixtures are not known to date to the Mattison era and are not protected elements of this easement.

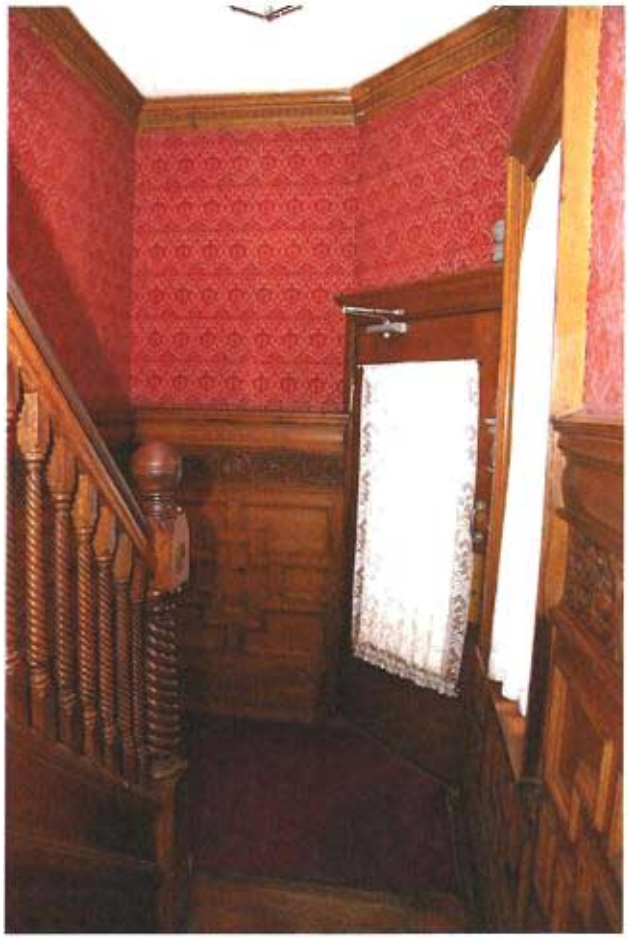
Exhibit C-13
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

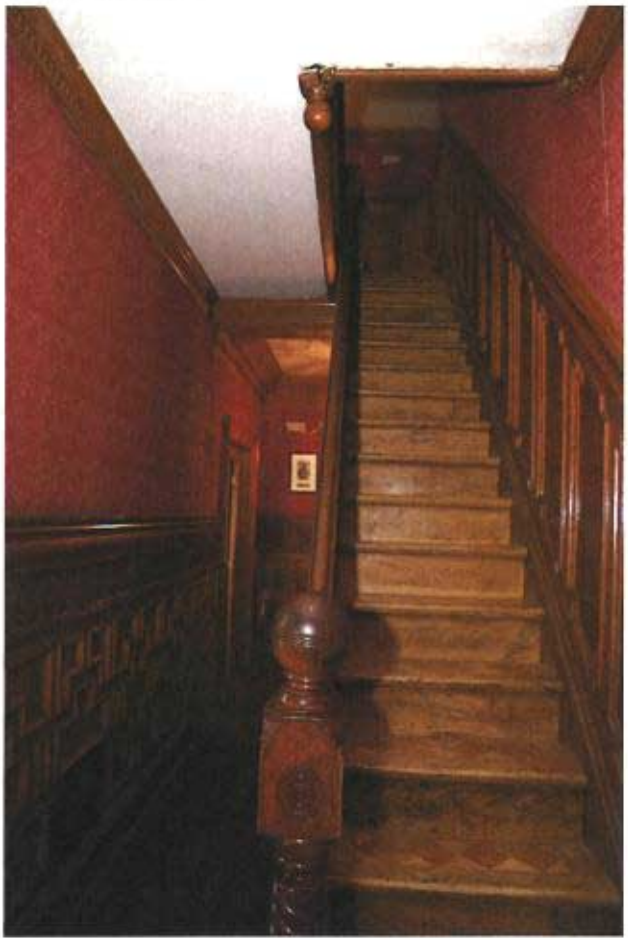
First floor stair hall:
Facing northeast (top), facing southeast (bottom): The open staircase dominates the space; elaborate carved wood and composition ornament panels enliven the newel post, stringer panels, and landing wainscoting. A sunken landing to the north features a tall wood-framed mirror and opens to a powder room under the stairs. To the south, a tall pair of paneled doors leads to the adjacent front parlor. Wallpaper and light fixtures are not known to date to the Mattison era and are not protected elements of this easement.

Exhibit C-14
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor stair hall details:
(Left) The paneled wainscoting features Greek cross motifs and foliated bands of composition ornament featuring medallions with busts.
(Right) Original wall stencils survive in at least one location. The condition of walls beneath the current wallpaper is unknown.

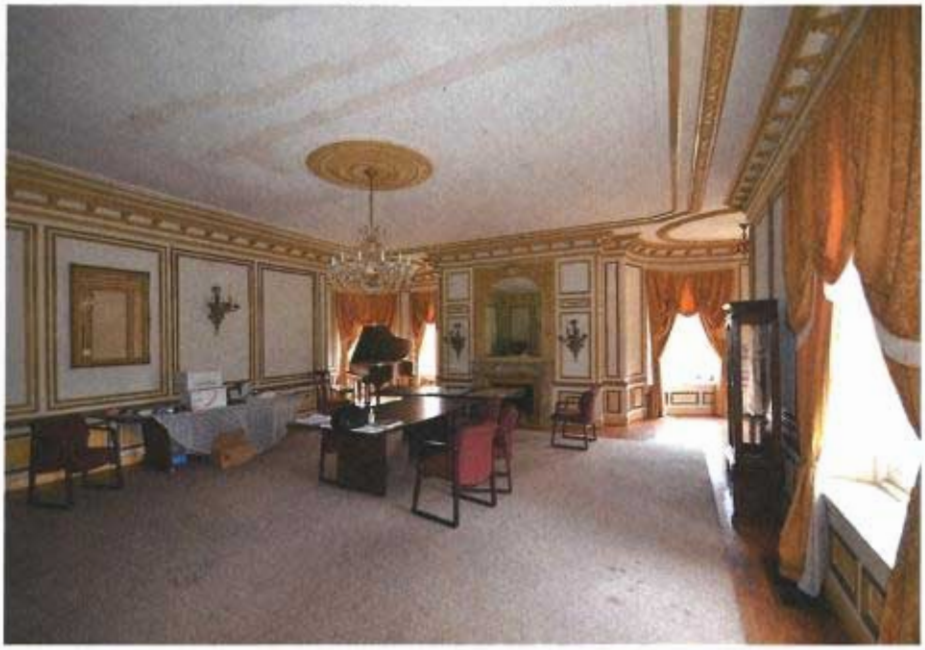
Exhibit C-15
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017





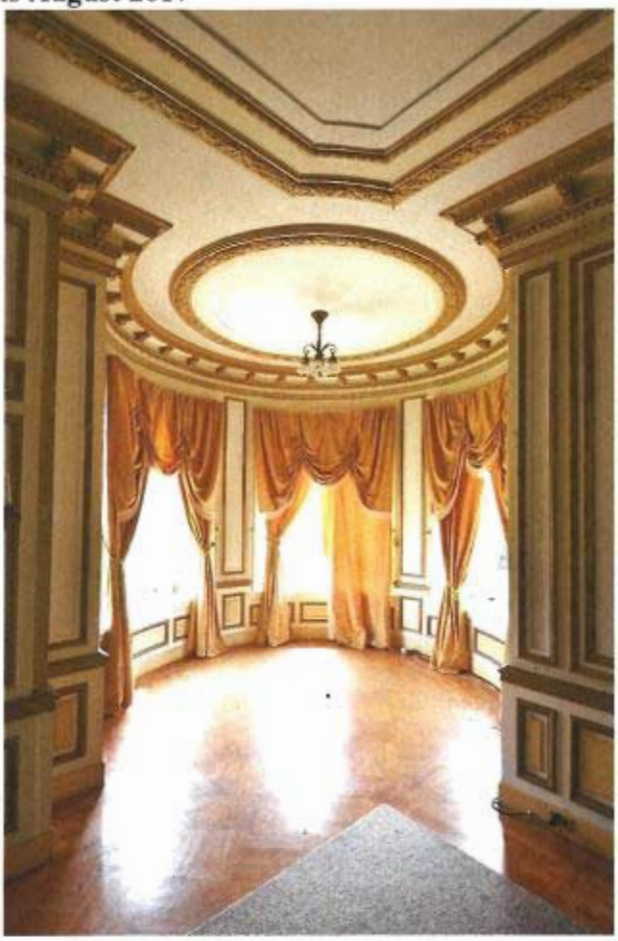
First floor stair hall, rear stairs:
Facing north (left); facing south (right): The central stair hall corridor terminates in a real ell that accesses a secondary stairwell. The stairs feature spiral-turned balusters and newel post. The stair treads are original diamond-patterned linoleum. Adjacent to the stair landing is a secondary entryway.

Exhibit C-16
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor front parlor:
Facing southeast (top), facing northwest (bottom): The front parlor features paneled walls with painted wood wainscoting, parquet floors with inlaid border, and a flat plaster ceiling with bracketed perimeter moldings and a central plaster ceiling medallion. The south wall features rounded bays at each corner and a marble fireplace mantle and mirror at its center. A central chandelier and two pendant lights, one in each rounded bay, are suspended from the ceiling. Paired wall sconces line the north, east, and south walls, and one exterior window lights the west wall. Wall sconces appear to be original and are protected elements. The chandelier is not known to date to the Mattison era and not a protected element of this easement.

Exhibit C-17
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor front parlor details:
(Left) Fireplace mantle and mirror detail.
(Right) Southwest bay detail.

Exhibit C-18
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor front parlor details:
(Left) Typical wall detail. Original textured wallpaper within each framed bay has been covered in white paint.
(Right) Pan-headed sconce detail. Wall sconces appear to be original and are protected elements.

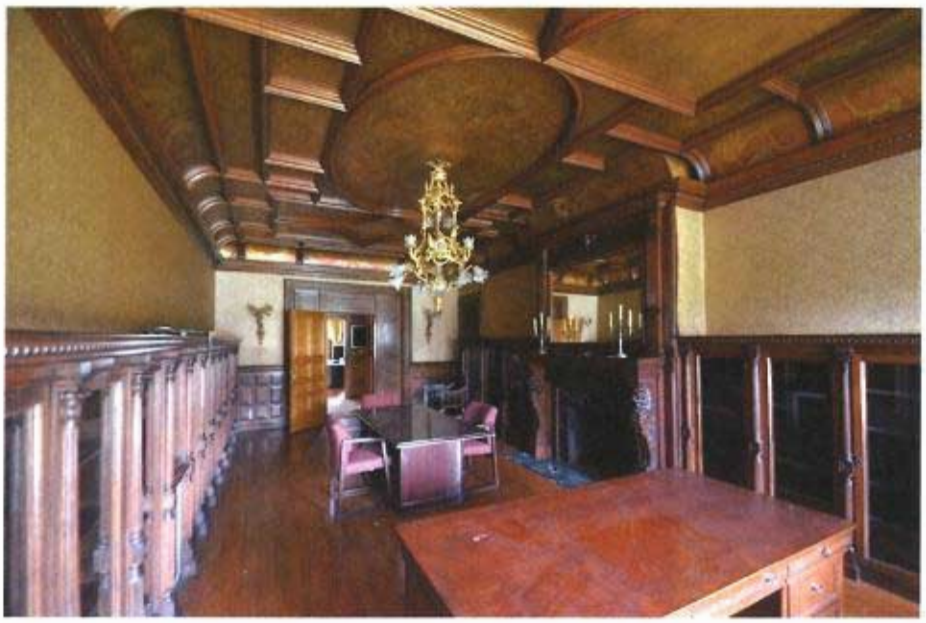
Exhibit C-19
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor sitting room:
Facing northeast (top), facing northwest (bottom): The sitting room stands to the north of the central stair hall corridor. It features a projecting bay along its north wall lit by three exterior windows. A mahogany-framed, mirrored, green granite mantle stands along the east wall. The hardwood floors feature an inlaid perimeter border; the ceiling is ornately painted with gilded floral and figural patters. An ornately-painted cove molding marks the transition between the (non-original) wallpapered. plaster walls and the ceiling. A hanging globe pendant fixture lights the space. The pendant and wallpaper are not known to date to the Mattison era and are not protected elements of this easement.

Exhibit C-20
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor sitting room details:
(Top) Painted ceiling and south wall detail
(Right) Mantle detail. Note section of damaged/patched wall and cove molding to the south of the mantle.

Exhibit C-21
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

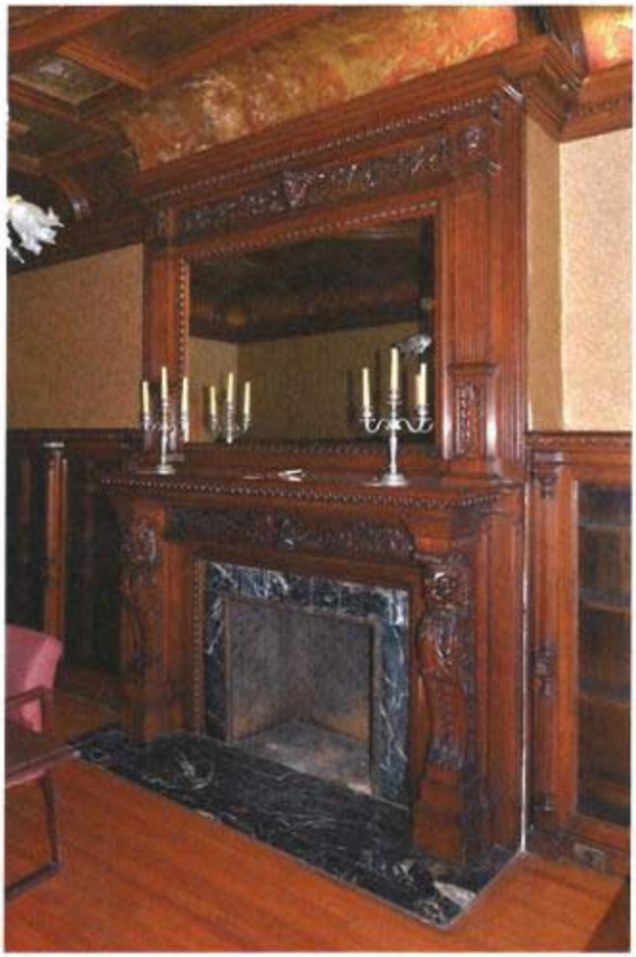


First floor library:
Facing southwest (top); facing northeast (bottom): The library stands to the south of the central stair hall corridor. Ornate glass-doored book cases line the long east and west walls; the south end wall features three exterior windows. The ceiling features painted panels set between wood frames, with a cove transition between ceiling and walls. A mirrored mahogany and granite fireplace mantle is centered along the east wall. Floors are hardwood. An ornate gilded chandelier (not original) is suspended from the oval-shaped central ceiling panel, and sconces flank the hallway door along the north wall. The wallpaper and chandelier are not believed to date to the Mattison era and are not protected elements of this easement.

Exhibit C-22
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor library details:
(Top) Painted ceiling panel detail.
(Right) Book case detail

Exhibit C-23
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor library details:
(Top left) Mantle detail.

(Bottom right) Sconce detail.

Exhibit C-24
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor dining room:
Facing northeast: The dining room stands to the east of the central stair hall corridor. It features basket-weave parquet floors with elaborate inlaid perimeter borders, painted ceiling panels, and hand painted wallpapered walls above paneled wood wainscoting. Stained glass windows light the north and south walls, and a mahogany and tile fireplace mantle dominates the east wall. Chandelier and wallpaper are not believed to date to the Mattison era and are not protected elements of this easement.

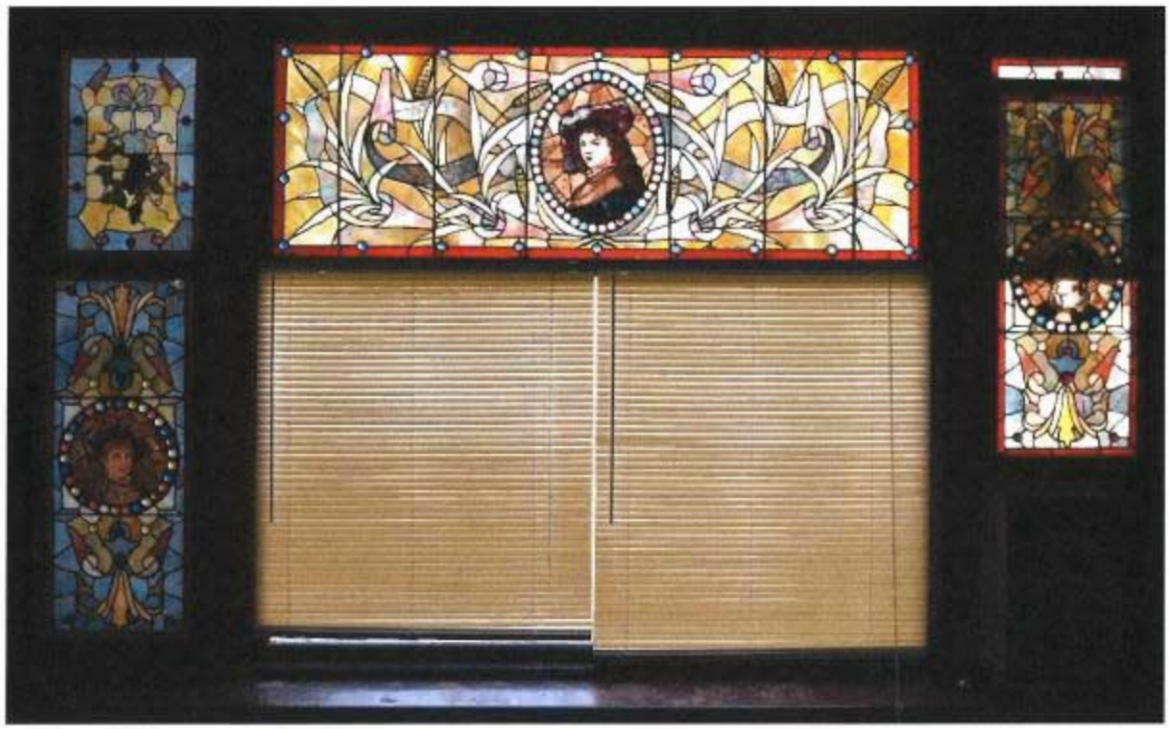
Exhibit C-25
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor dining room:
Facing east (top); facing southwest (bottom): A globed chandelier is suspended from the central ceiling panel. The fireplace surround is clad in glazed ceramic tile. Wallpaper has been removed from a large section of the west wall. Chandelier and wallpaper are not believed to date to the Mattison era and are protected elements of this easement.

Exhibit C-26
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor dining room details:
(Top) Cherub mural with axiom: "Let no one bear beyond this portal hence / words uttered here in friendly confidence."
(Bottom) Fireplace mantle detail with faience tiles.

Exhibit C-27
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

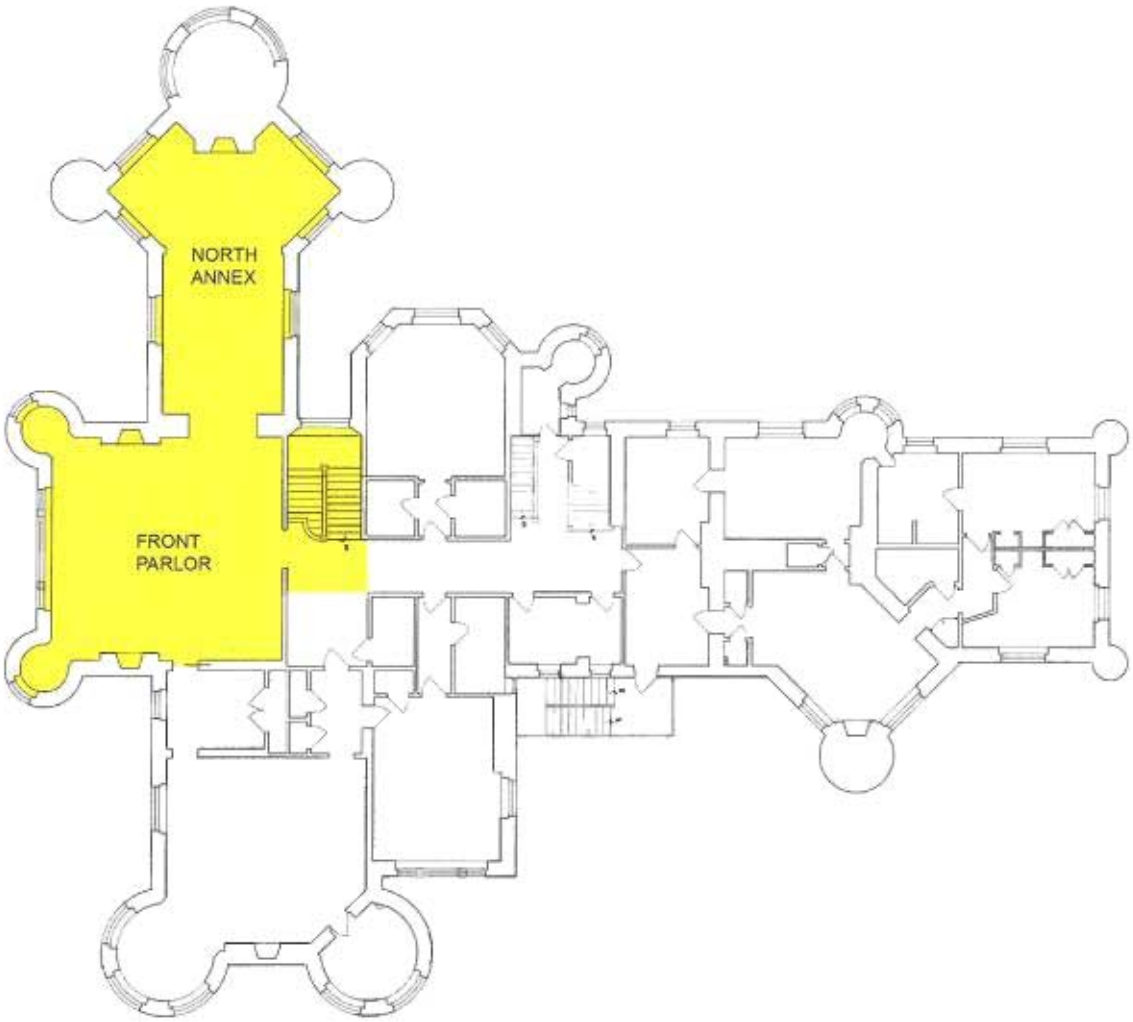


First floor dining room details:
(Top) South stained glass windows.
(Bottom) North stained glass windows.

Exhibit C-28
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

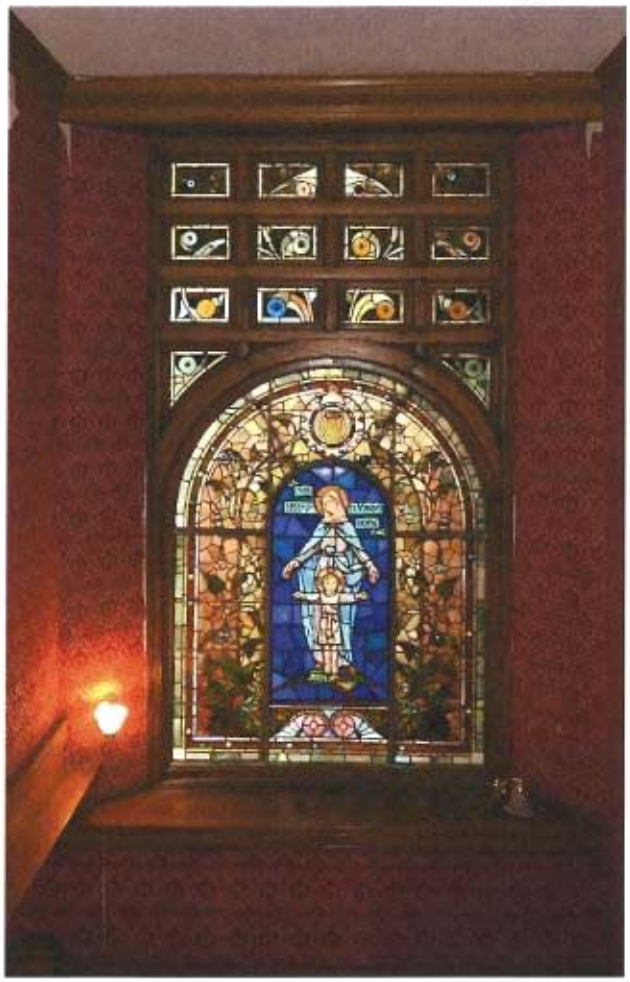
First floor dining room details: Ceiling detail, facing north. Chandelier is not believed to date to the Mattison era and is not a protected element of this easement.

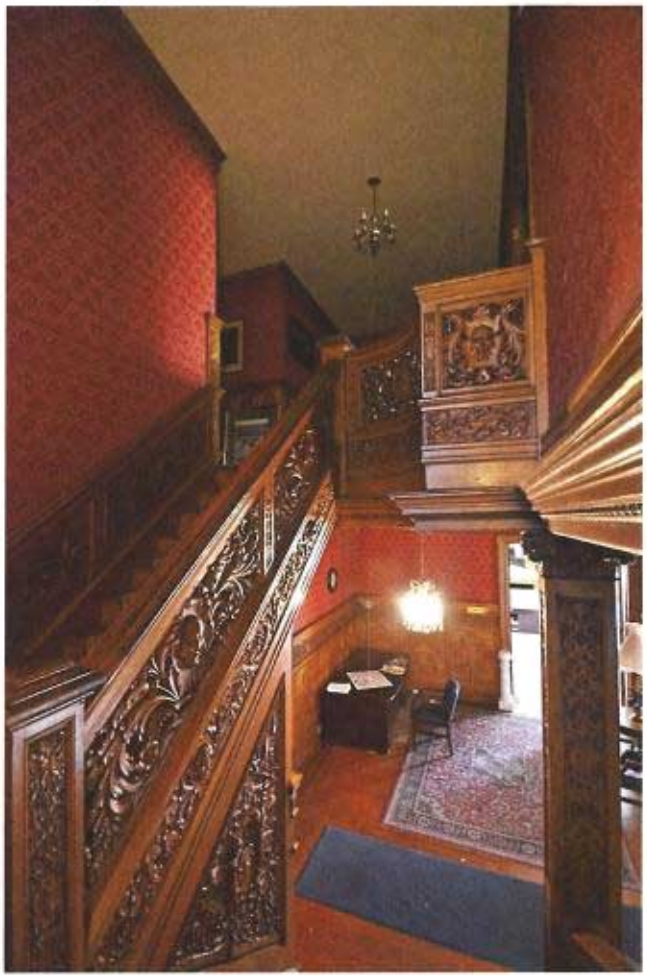
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Interior plans: Stampfl Architects

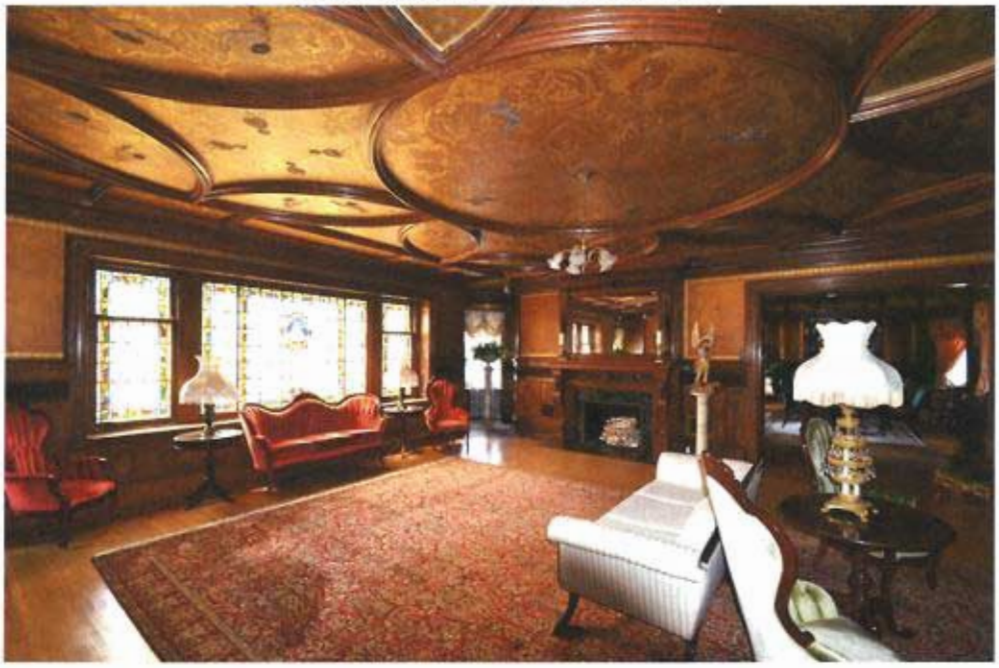
Exhibit C-30
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

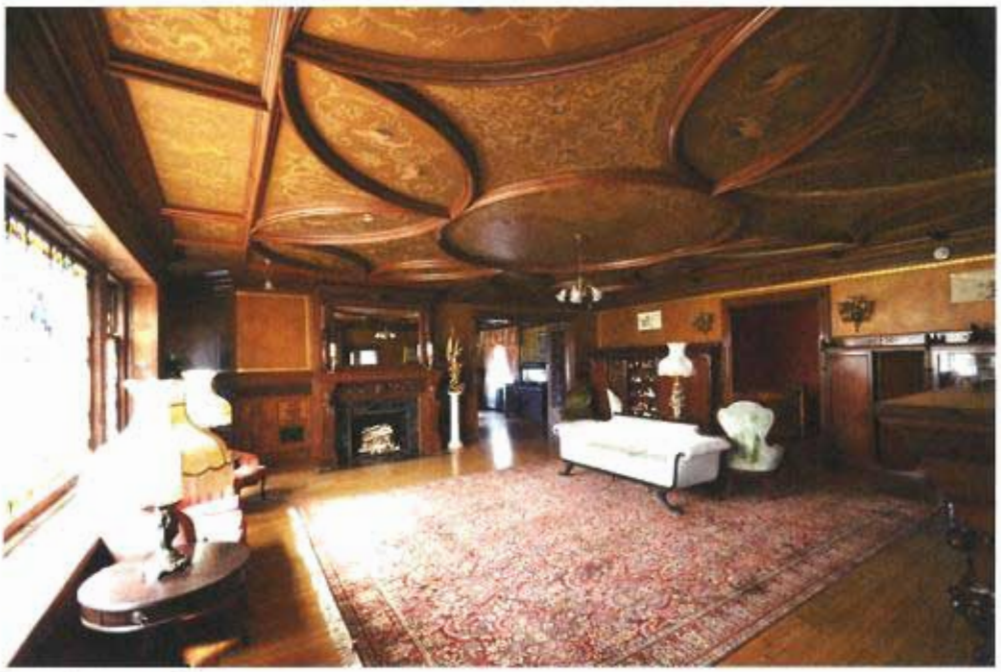




First/second floor main stairwell and landing:
Facing north (top); facing southeast (bottom): The main stairwell features a stained glass window at the landing between the first and second floor. The center portion of the window, featuring religious iconography, is a later alteration. The stain stringers, wainscoting, newel posts, and railings feature elaborate carved wood and composition ornament details. Wallpaper and light fixtures are not believed to date to the Mattison era and are not protected elements of this easement.

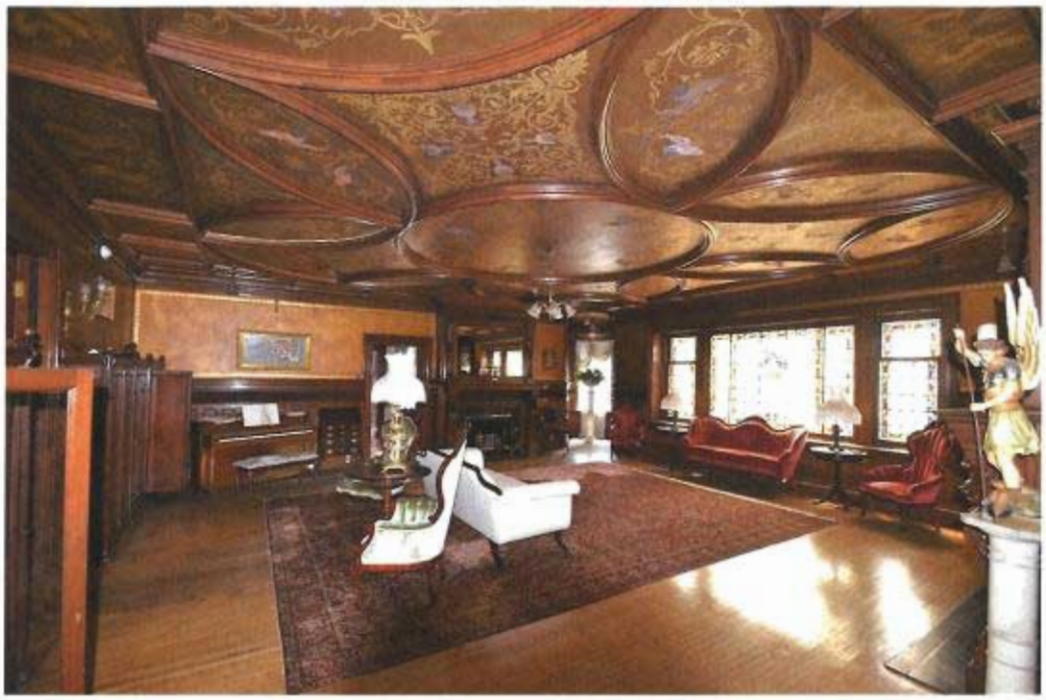
Exhibit C-31
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

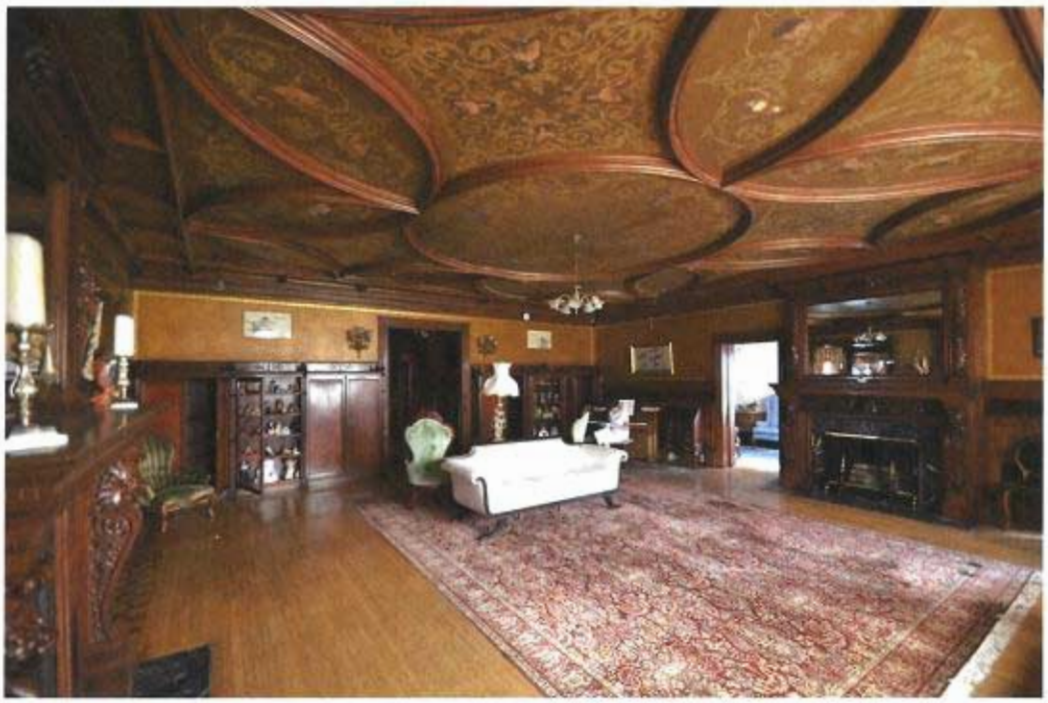




Second floor front parlor:
Facing northwest (top); facing northeast (bottom): The front parlor stands to the west of the second-floor stair hall. It features a painted, paneled ceiling, hardwood floors with inlaid borders, and paneled wood and composition ornament wainscoting. A wide stained glass window dominates the west wall; the room's northwest and southwest corners feature small turret alcoves. Matching fireplace mantles occupy the north and south walls. The east wall is lined with built-in cabinets. An open threshold to the north leads to a north annex space. Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-32
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017





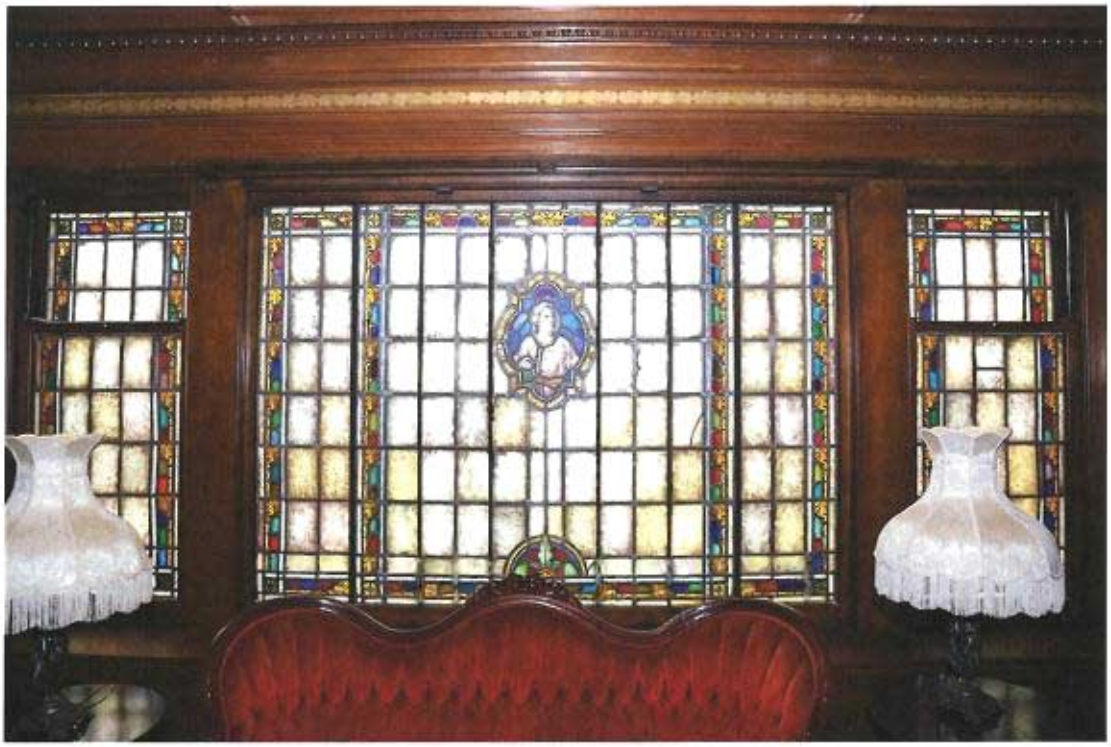
Second floor front parlor:
Facing southwest (top); facing southeast (bottom) Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-33
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Second floor front parlor details:
(Top left) South fireplace mantle detail
(Top right) Southwest turret alcove detail
(Bottom right) East wall cabinet detail

Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-34
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

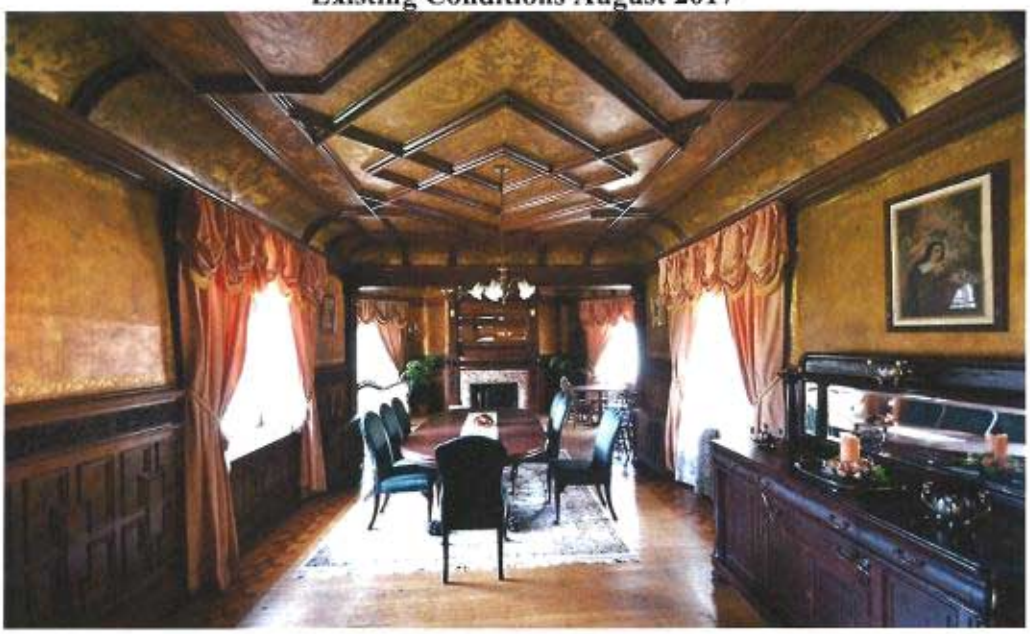


Second floor front parlor details:
(Top) Leaded and stained glass window detail, west wall. Stained glass window is not known to date to the Mattison era and is not a protected element of this easement.
(Bottom) Inlaid border detail

Exhibit C-35
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Second floor front parlor details:
(Top) Painted ceiling detail
(Right) Threshold between front parlor and north annex.
Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-36
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

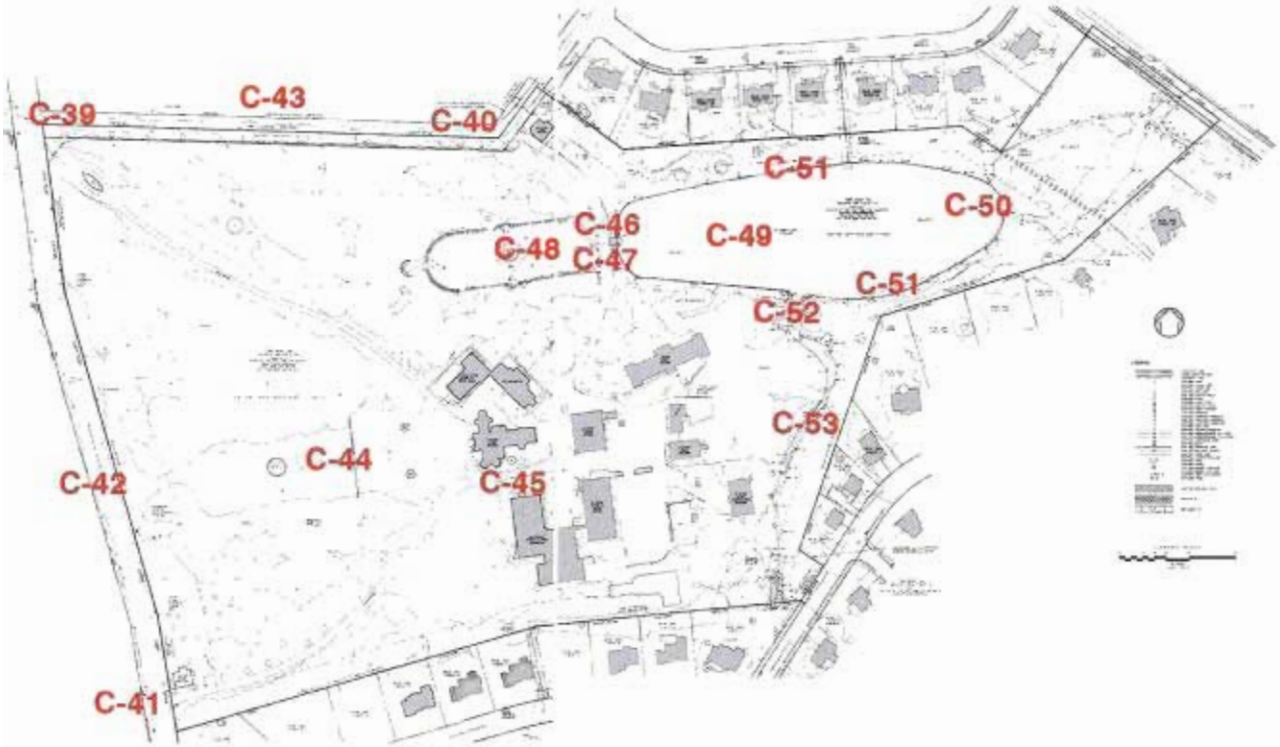


Second floor north annex:
Facing north (top); facing south (bottom): The north annex is composed of a long gallery with a large diamond-shaped alcove at its northern terminus. The gallery is lit by exterior windows along its east and west walls. The detailing of the walls, floors, and ceiling are continued from the adjacent parlor, though the ceiling also features cove moldings. Thresholds mark the transition between the gallery, alcove and parlor. Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-37
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

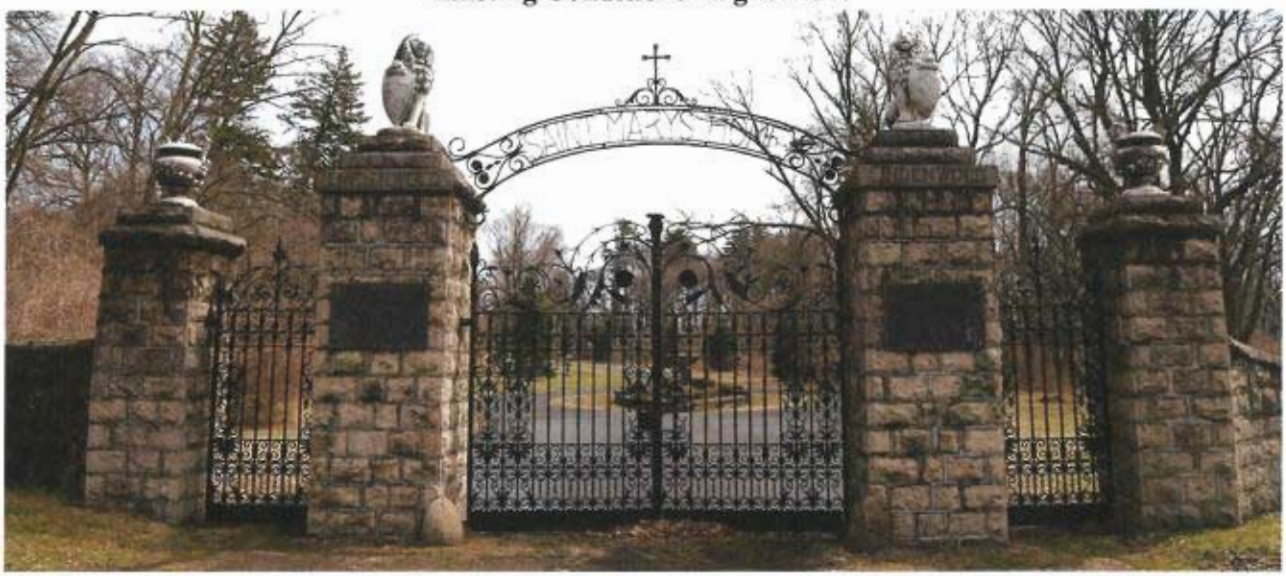
Second floor north annex:
(Top) North alcove facing northwest: The north alcove features exterior windows facing northwest, northeast, southeast, and southwest, with a fireplace mantle dominating the north wall. The mahogany mantle features glazed faience tiles.
(Bottom) Mantle detail

Exhibit C-38
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Protected Site Features :
C-39: Main Gate
C-40: Lindenwold Gate
C-41: Bethlehem Gate
C-42: Bethlehem Pike Perimeter Wall
C-43: Lindenwold Terrace Perimeter Wall
C-44: Formal Garden
C-45: Bronze Fountain
C-46: Gazebo
C-47: Land Bridge and Statuary
C-48: Sunken Garden Walls
C-49: Angel Island and Statuary
C-50: Loch Linden Archway
C-51: Loch Linden Retaining Walls
C-52: Loch Linden Spillway
C-53: Springhouse Ruin
C-54: Miscellaneous Statuary (throughout site)

Exhibit C-39
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Main Gate
Top: Facing southeast
Bottom left: Gate detail facing northwest
Center right: Lion statuary detail
Bottom right: Urn detail

The main gate stands at the northwest corner of the grounds at the intersection of Bethlehem Pike and Lindenwold Terrace. Four fieldstone posts frame a central double-leaf gates flanked by a pair of single-leaf side gates, all featuring ornate wrought-iron ornamentation. Stone lions and urns cap the posts; the taller central pair is each inscribed "Lindenwold." The two bronze plaques and an arched wrought-iron "Saint Mary's Home" sign spanning between the central posts do not date to the Mattison era and are not protected by this easement.

Exhibit C-40
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Lindenwold Gate
Top: Facing northwest
Right: Side gate detail

The Lindenwold Gate stands on the north side of the grounds adjacent to the Lindenwold Gatehouse. It features a pair of castellated fieldstone arches embellished with buttresses, arcatures, and crenellated rooflines. Ornate single-leaf wrought-iron gates span each flanking pointed archway.

Exhibit C-41
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
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Bethlehem Gate
Top: Facing west
Right: Gate detail

The Bethlehem Gate stands at the southwest corner of the grounds adjacent to the Bethlehem Gatehouse. Is it composed of simple unadorned fieldstone piers with a single wrought-iron gate.

Exhibit C-42
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Bethlehem Pike perimeter wall:
A low fieldstone wall marks the perimeter of the property along Bethlehem Pike. The wall features random ashlar and rubble coursing topped by semi-rounded capstones and marked intermittently by square posts.

Exhibit C-43
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

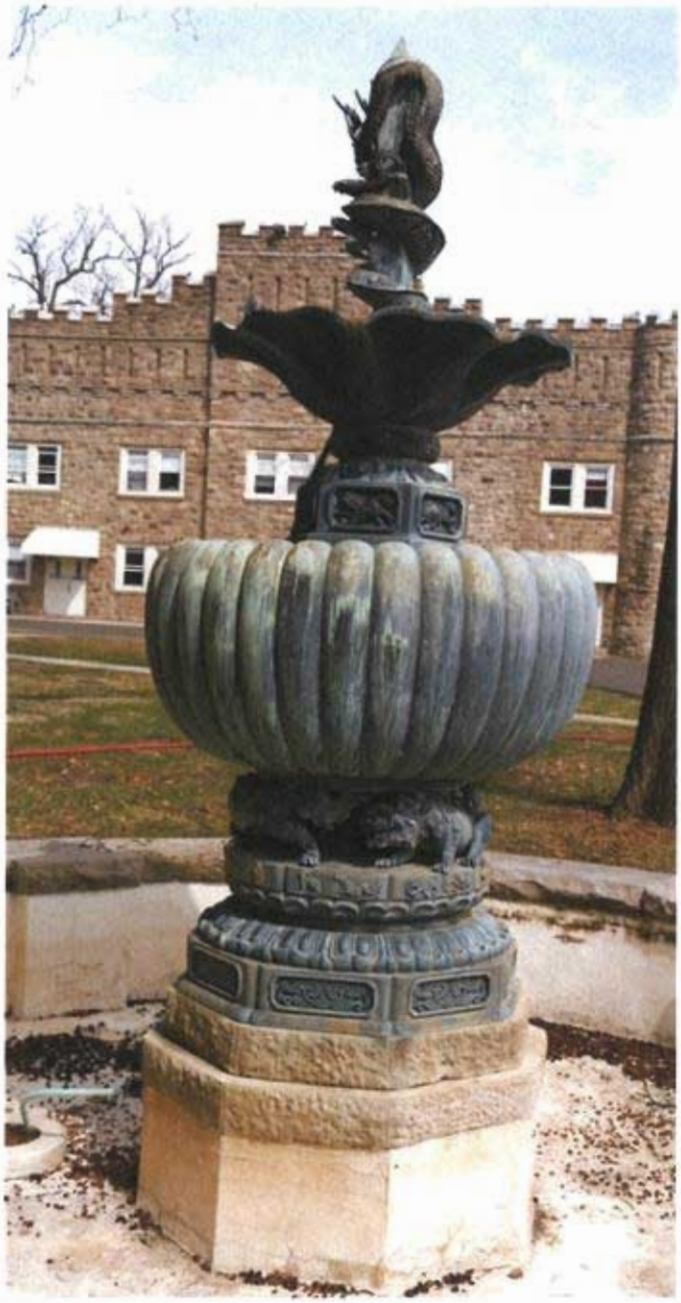
Lindenwold Terrace perimeter wall:
A low fieldstone wall marks the perimeter of the property along Lindenwold Terrace. The wall generally features random ashlar and rubble coursing topped by semi-rounded capstones. It sits adjacent to a concrete sidewalk running parallel to Lindenwold Terrace.

Exhibit C-44
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Formal Garden
Top: Facing west from Castle roof
Bottom left: Raised bed at western end of lower lawn (facing east)
Bottom right: Stone wall and steps between upper and lower lawns (facing east)

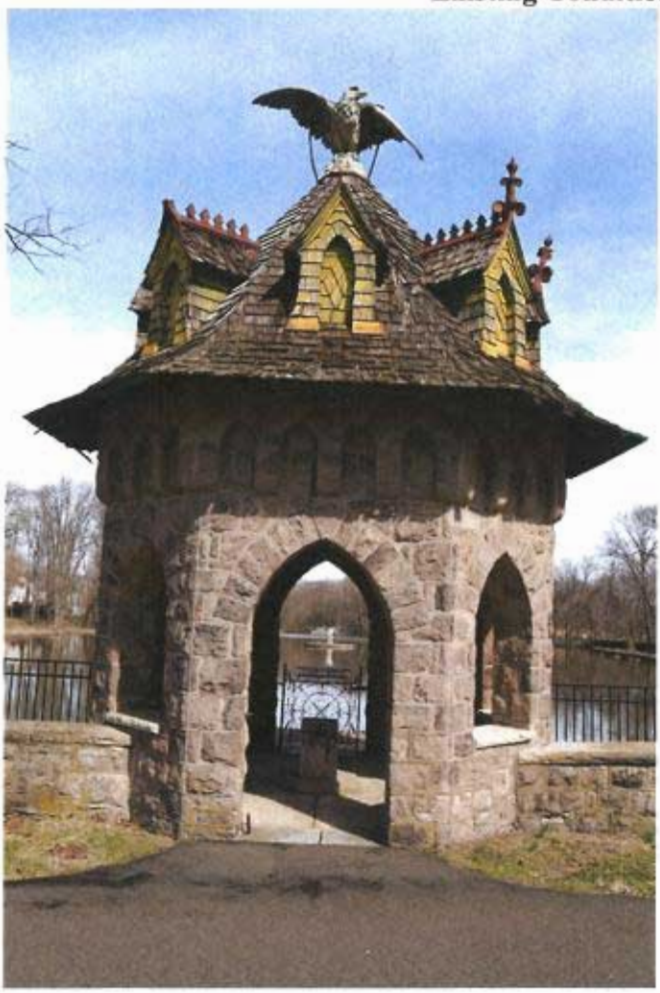
A two-tiered formal garden lies to the west of, and on axis with, the Main Castle. It features a wide upper lawn and a long lower lawn separated by a low stone retaining wall and steps. The upper lawn features a central circular hedgerow flanked by two circular planters. The lower yard features a circular stone planting bed and two rows of hedges running down its center.

Exhibit C-45
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Bronze Fountain
Left: A large cast bronze fountain is located directly to the south of the Main Castle.
Above: The fountain sits on a stone base in the center of a circular stone basin.

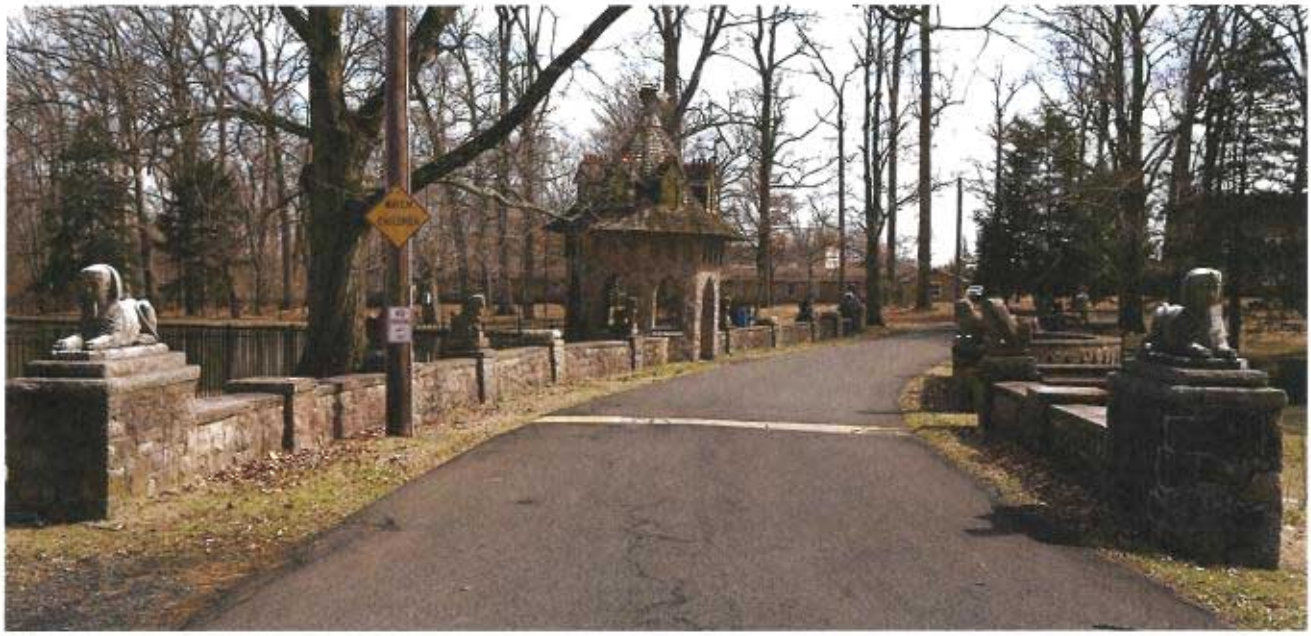
Exhibit C-46
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Gazebo
Left: Facing east
Top right: Iron gate detail
Bottom right: Interior ceiling detail

An octagonal gazebo structure stands to the west of Loch Linden midway along a land bridge separating the lake from a sunken garden to the west. The fieldstone gazebo features open pointed arches, an arcature band, and is capped by a broad overhanging shingled roof with blind shingled dormers capped by cresting and finials. An eagle statue marks the pinnacle of the peaked roof. The gazebo interior is covered by a painted beadboard ceiling. A low wrought-iron gate spans the east-facing arch and includes "Loch Linden" lettering.

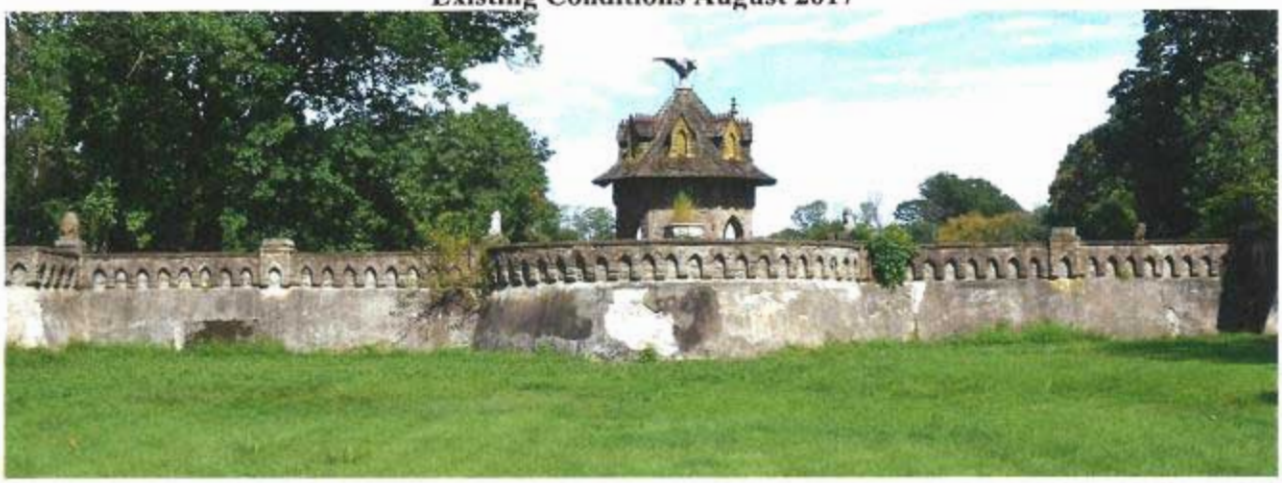
Exhibit C-47
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Land Bridge and Statuary
Above: Facing south
Below: (Left to Right) Sphinx (typical); Guardian Dog (typical); Lion (typical); Urn

The land bridge carries a paved drive between Loch Linden and the adjacent sunken garden to the west. The bridge is lined along each side by a stone wall. Stone sphinxes sit atop each of the four end piers. The eastern wall (facing the lake) features five stone Chinese-style guardian dog statues; the western wall (facing the garden) features four Chinese-style guardian dog statues and two stone lions. A half-round redoubt opposite the gazebo features an ornamented stone urn planter.

Exhibit C-48
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Sunken Garden Walls
Top: Facing east
Bottom: Facing west

A sunken garden to the west of the lake is enclosed by a perimeter stone retaining wall of varying height. Its most prominent portion is the exposed western face of the adjacent land bridge, embellished with an ornamental arcature band.

Exhibit C-49
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Angel Island and Statuary:
Facing south (top) and east (right)

A round concrete podium in the middle of Loch Linden supports a marble statue depicting an angel and two children. The podium and statuary stand on axis with the gazebo to the west and a stone arch to the east.

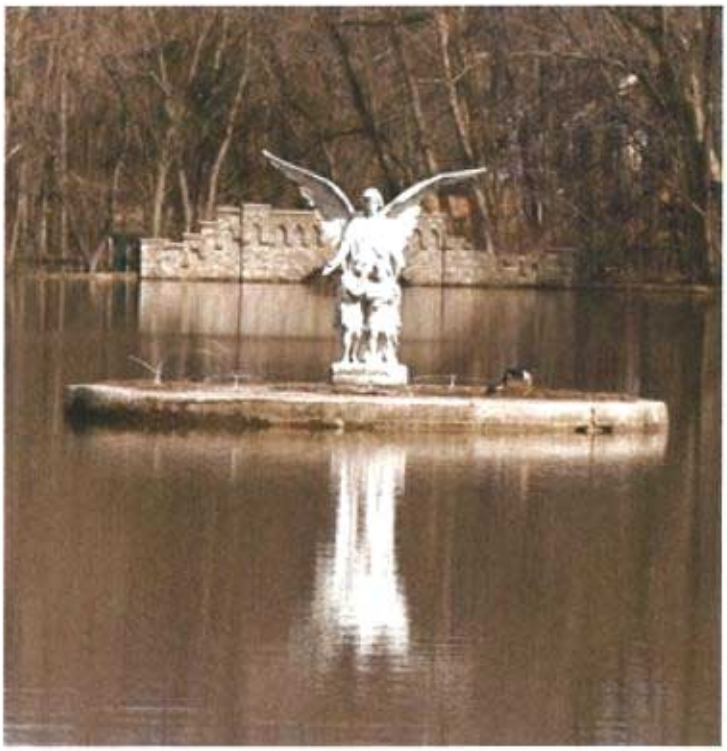


Exhibit C-50
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Loch Linden Arch:
Facing northeast (top) and northwest (right)

The eastern head of Loch Linden is marked by a stepped fieldstone arch and causeway. The west face of the arch is capped by an arcature band.

Exhibit C-51
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Loch Linden retaining walls:

The perimeter of Loch Linden is defined by concrete-faced stone retaining walls with low square piers. The condition of the wall varies greatly, with some areas of deterioration and displacement.

Exhibit C-52
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Loch Linden spillway (facing west):

A concrete-faced spillway is located along the southern edge of Loch Linden.

Exhibit C-53
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Springhouse ruin (facing east):
A former fieldstone springhouse stands in ruins at the eastern edge of the grounds. These ruins are to be retained in their current state, with no intervention required.

Exhibit C-54
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Urns:
Urns in a variety of materials and styles are located throughout the grounds, particularly in the formal and sunken gardens.

Lanterns:
Japanese stone lanterns of various designs are located along the main drive and in the formal garden.

Miscellaneous statuary

Left: Bronze vulture on stone base near Castle.

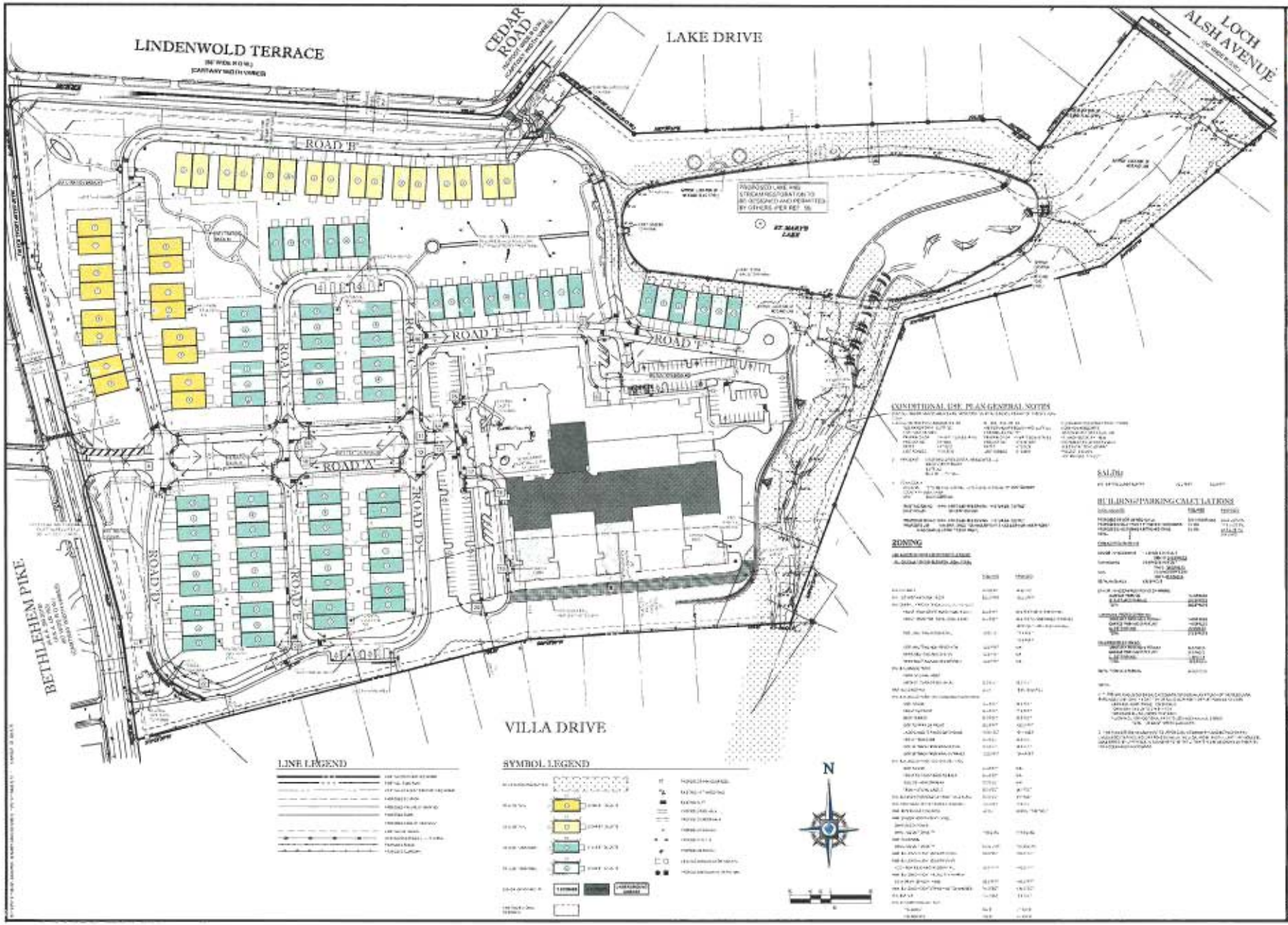
Center: Stone lion in sunken garden.

Right: Stone vase in raised bed behind main gate.

EXHIBIT D – Proposed Development Plan
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

EXHIBIT D

Proposed Development Plan



BOHLER ENGINEERING

REVISIONS

NO.	DATE	DESCRIPTION	BY

CALL BEFORE YOU DIG!

PA1

NOT APPROVED FOR CONSTRUCTION

PROJECT NO. 20170102
DRAWN BY AJS
CHECKED BY JJT
DATE 09/14/18
SCALE AS NOTED
DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE

PROJECT

PRELIMINARY/FINAL LAND DEVELOPMENT PLAN

FOR

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC

THE MATTISON ESTATES

701 S. BETHLEHEM PIKE
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PA

BOHLER ENGINEERING
1515 MARKET STREET, SUITE 330
PHILADELPHIA, PENNSYLVANIA 19102
Phone (215) 569-8100
Fax (215) 569-8181
www.BohlerEngineering.com

E.A. BRITZ

PROFESSIONAL ENGINEER
PENNSYLVANIA LICENSE NO. PE076

SHEET TITLE

OVERALL SITE PLAN

SHEET NUMBER

3

OF 20

REVISION 1 - 2017-09-14

MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES ARMY CORPS OF ENGINEERS (USACE)
AND THE
PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER (PASHPO)
AND
LINDENWOLD RESIDENTIAL ASSOCIATES LLC
PURSUANT TO 36 CFR § 800.6(b)(1) AND 33 CFR PART 325 APPENDIX C
REGARDING THE ST. MARY'S VILLA LAKE REDUCTION
AND STREAM RESTORATION,
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

WHEREAS, Lindenwold Residential Associates LLC of Ambler, Pennsylvania (Lindenwold Residential) is proposing to reduce St. Mary's Villa Lake and restore the stream channel (Project) on the St. Mary's Villa property located in Upper Dublin Township, Montgomery County, Pennsylvania; and

WHEREAS, the Project is within the St. Mary's Villa property, which was called historically Lindenwold (Richard V. Mattison Estate; herein referred to as St. Mary's Villa property), and is eligible for listing on the National Register of Historic Places (NRHP); and

WHEREAS, the Project requires a Department of the Army, Clean Water Act Section 404 permit, and the Philadelphia District, U.S. Army Corps of Engineers (USACE) is the responsible Federal Agency for issuing the permit; and WHEREAS, the work and/or discharge associated with the Project that requires a Department of the Army permit is considered an Undertaking as defined in Section 106 of the National Historic Preservation Act (16 USC. 470f), and is therefore subject to that law; and

WHEREAS, USACE must demonstrate compliance with Section 106 of the NHPA prior to issuing any Department of the Army Permits pursuant to Section 404 of the Clean Water Act, and is considering the effects of the Project for the purposes of compliance with Section 106 of the NHPA as part of the overall permitting process; and

WHEREAS, USACE consulted with the Pennsylvania State Historic Preservation (PASHPO) in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. §470f); 36 C.F.R. Part 800; 33 C.F.R. Part 325, Appendix C; and

WHEREAS, USACE and PASHPO concur that the Permit Area for the Project includes the limits of disturbance caused by the Project; and

WHEREAS, USACE and PASHPO concur that the Project will result in an adverse effect to the St. Mary's Villa property as it includes the alteration of Loch Linden, which is a contributing resource; and

WHEREAS, USACE consulted with the PASHPO in accordance with Section 106 of the NHPA, it's implementing regulations (36 CFR § 800) and the USACE implementing regulations (33 CFR § 325 Appendix C, 8-10) to mitigate for the adverse effect of the Project on the St. Mary's Villa property; and

WHEREAS, USACE consulted with the following consulting parties regarding the effects of the Project on historic properties and afforded them the opportunity to comment on the Project and mitigation: the Upper Dublin Township Historical Commission, the Historical Society of Fort Washington, and the Historical Society of Pennsylvania, and the Upper Dublin Township Historical Commission

WHEREAS, USACE invited the Delaware Nation, the Delaware Tribe, the Eastern Shawnee Tribe of Oklahoma, the Oneida Indian Nation, The St. Regis Mohawk, The Seneca Nation of Indians, and the Stockbridge-Munsee Community of Mohican Indians into formal Government to Government consultation; and

WHEREAS, the Advisory Council on Historic Preservation (ACHP) was notified on DATE of the adverse effect determination via electronic submission to the e106 web portal, in accordance with 36 CFR Part 800.6(a)(1) and Appendix C, but declined to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii) as indicated in their communication dated _____.

WHEREAS, Lindenwold Residential participated in the consultation and has been invited to concur in this Memorandum of Agreement (MOA); and

WHEREAS, the Preservation Alliance for Greater Philadelphia (the Preservation Alliance) has been invited to concur in this MOA as a party responsible for the implementation of mitigation stipulations; and

NOW, THEREFORE, the USACE, the PASHPO, Lindenwold Residential, and the Preservation Alliance agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

Stipulations

USACE shall ensure that Lindenwold Residential will implement the following stipulations:

1. Prior to the alteration of Loch Linden, Lindenwold Residential will carry out the following measures in consultation with the Preservation Alliance:

    a) Prepare scaled drawings depicting, in plan form, the layout of the Lake, including the elements listed in the paragraph below in Subparagraphs 2 a, b, and c.

    b) Photograph the existing conditions of the elements listed in the paragraph below in Subparagraphs a, b, and c. The purpose of the photographic documentation is to record current conditions and significant features of the property. Photographs should be six megapixels or greater (2000 x 3000 pixel image) at 300 dpi and will be provided in JPEG

format. The digital images must be named and numbered in order and keyed to a site plan. The photograph submission should be accompanied by a photo log that will include photographer, photo date, photo number and description.

c) Provide a copy of all documentation materials to both the PASHPO and the Preservation Alliance for inclusion in the property file.

2. USACE, in consultation with the Preservation Alliance, shall ensure that the following measures are taken by Lindenwold Residential to preserve and maintain certain physical structures, identified below and indicated on the attached plan form, that are to remain on the property following the completion of the stream restoration:

a) The original retaining walls of Loch Linden, identified in the plan entitled "St. Mary's Villa Stream Restoration" [Drawing Nos. R-101, R-251, R-301, and R-302], will remain intact with no intervention planned aside from alterations required and permitted as part of the stream restoration project. The arch that provided a visual marker of the stream's entrance at the eastern end of the water feature will be retained. The existing spillway, to the south of the water feature, will remain to permit flood waters to exit the bounds of Loch Linden without eroding the existing channel. Any work performed work will meet the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).

b) The manmade concrete island containing a statue of an angel holding a child, identified in the plan entitled "St. Mary's Villa Stream Restoration" [Drawing No. R-101], is known as "angel island." The island and statue will be retained, with no plans for material replacements or repairs as part of the stream restoration. Any future work on these items will meet the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).

c) The gazebo, identified in the plan entitled "St. Mary's Villa Stream Restoration" [Drawing No. R-101], shows signs of structural cracking and mortar deterioration in certain areas, as well as masonry discoloration due to moisture. The ceiling shows signs of deterioration that indicates a leak in the roof; some of the shingles are damaged as are areas of beaded board at the eaves. There is also damage to certain nonstructural decorative elements. These deficiencies will be remedied in a manner that meets the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).

3. Lindenwold Residential shall demonstrate to the satisfaction of the USACE and PASHPO that the budget established for the stream restoration includes sufficient funds for these measures.

4. Lindenwold Residential shall demonstrate to the satisfaction of the USACE and PASHPO that a third party, meeting the "Personnel Qualifications" outlined below, will monitor the application of these measures to ensure their compliance with the standards proposed above. The third party must provide written confirmation of compliance to the USACE and PASHPO within sixty (60) days following substantial completion of the stream restoration.

5. Any scopes of work proposed for the features noted above will be submitted to the USACE and PASHPO to ensure adherence with the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).

Administrative Conditions

A. Personnel Qualifications

The USACE shall ensure that all work carried out by Lindenwold Residential pursuant to this MOA is carried out by or under the direct supervision of a person or persons meeting at a minimum the *Secretary of the Interior's Professional Qualification Standards* (48 FR 44738-9)

B. Late Discoveries

If any unanticipated discoveries of historic properties or archaeological sites are encountered during the implementation of this undertaking, the USACE shall comply with 36 CFR 800.6(c)(6) by consulting with the PASHPO and, if applicable, Federally recognized tribal organizations that attach religious and/or cultural significance to the affected property; and by developing and implementing actions with the concurrence of the PASHPO and, if applicable, Federally recognized tribal organizations.

C. Amendments

Any party to this MOA may propose to the USACE that this MOA be amended, whereupon the USACE shall consult with the other parties to this MOA to consider such an amendment in accordance with 36 CFR § 800.6(c)(7).

D. Resolving Objections

1. Should any party to this MOA object in writing to the USACE regarding any actions carried out or proposed with respect to the St. Mary's Villa Lake reduction and stream restoration project or implementation of this MOA, the USACE shall consult with the objecting party to resolve the objection. If after initiating such consultation, the USACE determines that the objection cannot be resolved through consultation, the USACE shall forward all documentation relevant to the objection to the ACHP including the USACE proposed response to the objection. Within 30 days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

a) Advise the USACE that the ACHP concurs in the USACE proposed response to the objection, where-upon the USACE shall respond to the objection accordingly;

b) Provide the USACE with recommendations, which the USACE shall take into account in reaching a final decision regarding its response to the objection; or

c) Notify the USACE that the objection will be referred for comment pursuant to 36 CFR § 800.7, and proceed to refer the objection and comment. The resulting comment shall be taken into account by the USACE in accordance with 36 CFR § 800.7(c)(4), and Part 110(1) of NHPA.

2. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, the USACE may assume the ACHP's concurrence in its proposed response to the objection.

3. The USACE shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the USACE responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.

E. Resolution of Objections by the Public

At any time during implementation of the measures stipulated in this MOA, should any objections pertaining to any such measure or its manner of implementation be raised by a member of the public, the USACE shall notify the parties in this MOA and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this MOA resolve the objection.

F. Review of Implementation

If the stipulations have not been implemented within three (3) years after execution of this MOA, the parties to this agreement shall review the MOA to determine whether revisions are needed. If revisions are needed, the parties to this MOA shall consult in accordance with 36 CFR § 800 and 33 CFR Part 325, Appendix C to make such revisions.

G. Sunsetting/Duration

If the terms of this MOA have not been implemented by five (5) years from the date of this signed MOA, this MOA shall be considered null and void. In such an event, the USACE shall notify the parties to this MOA, and if it chooses to continue with the St. Mary's Villa Lake reduction and stream restoration project, it shall re-initiate review of the project in accordance with 36 CFR § 800 and 33 CFR Part 325, Appendix C.

H. Termination

1. If the USACE determines that it cannot implement the terms of this MOA, or if the PASHPO determines that the MOA is not being properly implemented, the USACE or the PASHPO may propose to the other parties to this MOA that it be terminated.

2. The party proposing to terminate this MOA shall so notify all parties to this MOA, explaining the reasons for termination and affording them at least 30 days to consult and seek alternatives to termination. The parties shall then consult.

3. Should such consultation fail, the USACE or the PASHPO may terminate the MOA by so notifying all parties.

4. Should this MOA be terminated, the USACE shall either:

a) Consult in accordance with 36 CFR § 800.6(a)(1) to develop a new MOA; or
b) Request the comments of the ACHP pursuant to 36 CFR § 800.7(a)(1). The ACHP shall have forty-five (45) days to respond with comments.

5. The USACE and the ACHP may conclude the Section 106 process with a MOA between them if the PASHPO terminates consultation in accordance with 36 CFR § 800.7(a)(2).

I. Notice to Lindenwold Residential

Any notices to Lindenwold Residential as provided for in this MOA shall be sent by email and regular mail as follows:

Lindenwold Residential Associates, LLC

Post Office Box 845
Bensalem, Pennsylvania 19002
Attn: Leonard Poncia
lponcia@gmail.com

Copy to:

United States Army Corps of Engineers
Philadelphia District
Regulatory Office
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390

The Preservation Alliance for Greater Philadelphia
1608 Walnut Street, Suite 804
Philadelphia, Pennsylvania, 19103
Attn: Paul Steinke, Executive Director
paul@preservationalliance.com

Execution of this Memorandum of Agreement by the USACE and the PASHPO and implementation of its terms, is evidence that the USACE has afforded the ACHP an opportunity to comment on the Proposed Project and has taken into account the effects of the undertaking on historic properties.

UNITED STATES ARMY CORPS OF ENGINEERS, PHILADELPHIA DISTRICT

By:_____ Date:_____
Edward Bonner, Chief of Regulatory Branch

PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

By:_____ Date:_____
Andrea L. MacDonald, Deputy Pennsylvania State Historic Preservation Officer

Lindenwold Residential Associates, LLC

By:_____ Date:_____
Leonard Poncia

Preservation Alliance for Greater Philadelphia

By:_____ Date:_____
Paul R. Steinke, Executive Director

EXHIBIT C

CONDITIONAL USE DECISION
DATED 5/9/2017

upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034-1697
Phone: (215) 643-1600
Fax: (215) 542-0797
www.upperdublin.net

IRA S. TACKEL
President

RONALD P. FELDMAN
Vice President

SHARON L. DAMSKER

REBECCA A. GUSHUE

LIZ FERRY

ROBERT H. MCGUCKIN

GARY SCARPELLO

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

May 10, 2017

Lindenwold Residential Associates, LLC
630 Sentry Parkway
Suite 300
Blue Bell, PA 19422

Re: 701 S. Bethlehem Pike
Parcel No. 54-00-02290-005
Upper Dublin Township
Application No. 2167
Conditional Use Decision

Dear Lindenwold Residential Associates, LLC:

Enclosed please find a copy of the Findings of Fact, Conclusions of Law and Decision with respect to the Conditional Use Decision of the Board of Commissioners on May 9, 2017 on the Conditional Use Application for the above referenced property. The decision includes 32 conditions to the approval.

If Lindenwold Residential Associates LLC disagrees with this Findings of Fact, Conclusions of Law and Decision in any way, there is a strict time limit of THIRTY (30) days from the date of the MAILING of this decsion within which to take an appeal of the Findings of Fact, Conclusions of Law and Decision, including any of its conditions, to the Court of Common Pleas of Montgomery County, Pennsylvania.

Very truly yours,

Paul A. Leonard
Township Manager

Enclosure

cc: Richard McBride, Esq. (w/enc.)
Gilbert P. High, Esq. (w/enc.)
David Brooman, Esq. (w/enc.)
R. Barton (w/enc.)
T. Fountain (w/enc.)
Michael Cover (w/enc.)

BEFORE THE BOARD OF COMMISSIONERS
OF UPPER DUBLIN TOWNSHIP

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

IN RE: Application for Conditional Use of Lindenwold Residential Associates, LLC.

Property: 701 South Bethlehem Pike
Application No: 2167

I. INTRODUCTION

An application for conditional use was heard before the Board of Commissioners of Upper Dublin Township (the "Board") on February 21, 2017, and April 18, 2017, after proper advertisement and other required public notice. The applicant, Lindenwold Residential Associates, LLC ("LRA"), seeks conditional use approval for a mixed use residential-historic district development pursuant to the provisions of the Upper Dublin Township Code, Chapter 255, Article XXXVII, Sections 255-281 -- 255.286.

The applicant seeks to develop 45.523 acres located at 701 South Bethlehem Pike. The property is located at the intersection of Bethlehem Pike and Lindenwold Terrace and has approximately 1,300 feet of frontage on Bethlehem Pike. The property is commonly known as "Lindenwold" and/or "St. Mary's Villa for Children." The property was the former estate of Dr. Richard Vanselous Mattison (1851-1936). Dr. Mattison was co-owner of Keasbey & Mattison (K&M) Company of Ambler, one of the largest pharmaceutical and later, asbestos manufacturing companies in the world in the late Nineteenth and early Twentieth centuries.

The property was purchased by Dr. Mattison in 1888 and in 1912 he constructed the mansion which currently exists at the property to resemble Windsor Castle in England (the "castle"). The residential portion of his estate contained approximately 76 acres, including the castle, a carriage

house, two gate houses, a boat house, a sunken garden, a gazebo and lake called Loch Linden, a dam, formal gardens, numerous statuary, decorative wrought iron gates and a stone wall along Bethlehem Pike and Lindenwold Terrace.

Lindenwold was sold to the Sisters of the Holy Family of Nazareth, the present owners, in January 1936, to be used as an orphanage. The facility eventually became a home for abused and neglected children until it closed in June 2016. The property is currently under agreement of sale with LRA. The property is bordered by residential developments to the north, south and east, and Bethlehem Pike to the west.

The property is a Class 2 Historic Resource pursuant to Chapter 127 of the Township Code, and has been determined eligible for inclusion on the National Register of Historic Places by the Pennsylvania Historical and Museum Commission. The property's significant historic resources include:

- Sunken Garden
- Loch Linden Lake and Gazebo
- Gatehouse and Entry at Lindenwold Terrace
- Main Entryway with Fountain and Statuary
- Gatehouse and Entry at Bethlehem Pike
- Formal Gardens
- Stone Walls along Bethlehem Pike and Lindenwold Terrace
- Statuary and Fountains throughout the grounds including a statute in Loch Linden Lake
- Springhouse
- Iron Gates

- Castle

It is the intent of the Mixed Use Residential-Historic District to provide for the preservation of meaningful, historic buildings, structures and features on the property proposed for mixed use residential development by the establishment of reasonable zoning standards to promote the desirable benefits which follow the development of a mixed use residential community, which will preserve as part of the community, significant historical buildings, structures and features.

II. THE CONDITIONAL USE APPLICATION

The applicant has proposed a mixed use residential development consisting of thirty-two (32) single family attached twins ("carriage homes"), seventy-two (72) single family attached townhouses ("townhomes"), and a two hundred and fifty (250) dwelling unit senior independent living campus. The senior independent living campus is proposed to be located to the rear of the castle with structured indoor parking for residents. The senior independent living campus is set back on the site to preserve the architecturally significant viewshed from Bethlehem Pike. The carriage homes are located along Bethlehem Pike and Lindenwold Terrace. The townhomes are located internal to the site along the entrance road and internal roadways. The senior independent living campus, carriage homes and townhomes each have incorporated architectural details and materials consistent with the castle, gatehouses and other architecturally significant features of the property.

Submitted with the application was an historic resource inventory and historic preservation plan for the castle, gazebo, entrances, gatehouses, formal garden, site perimeter wall and pre-1936 statuary. The application included a proposed Declaration of Reciprocal Easements and Restrictions between LRA, future owner of the senior independent living campus,

and Dublin Villa Development, LLC, ("DVD"), future owner of the residential parcels for the carriage homes and townhomes.[1] All financial responsibilities of LRA and DVD is to be split forty-five percent (45%) by LRA and fifty-five percent (55%) by DVD.

Also submitted with the application was a proposed preservation easement between LRA and a nonprofit charitable organization to be designated by Upper Dublin Township. Finally, the applicant submitted a stream restoration plan to address a failed dam on the property, the rechanneling of Honey Run Creek and the establishment of a 1 to 2 acre lake, fed by channelized storm drainage from the Lake Drive development, with associated wetlands, perennial wildflowers and wetland indigenous plants.

Based on agency, township staff and township professional consultant reviews, the application was amended in several significant respects, including retention of a portion of Loch Linden Lake; the extent of restoration and rehabilitation, as those terms are defined by the U.S. Secretary of Interior and National Park Service, of the castle and other historic assets; traffic improvements; and, the future uses of the castle.

III. THE CONDITIONAL USE HEARING

The applicant called six witnesses during the two nights of hearings to present the conditional use plan and respond to questions from the Board of Commissioners and Township staff. Eric Britz, P.E. and Project Manager, Bohler Engineering, presented the civil engineering aspects of the application, and the site plan in particular. (2/21/2017 N.T., Pgs. 30-64). Mr. Britz

[1] It is recognized by the Township that the ultimate Ownership of the residential parcels, castle, gatehouses, senior independent living complex and open space will be successors or assigns of LRA and DVD. The ultimate ownership of the subdivided property, buildings, other structures, statuary and fixtures, is subject to the review and final approval of the Board of Commissioners.

testified as to the site plans' compliance with the development regulations found at Sections 255-284 and 255-285. Mr. Britz was recognized as an expert in the field of civil engineering and the Board finds his testimony credible.

John R. Wichner, P.E. and Senior Project Manager, McMahon Engineering, presented the results of the applicant's Transportation Impact Study, the offsite traffic impacts and mitigation measures, ingress to and egress from the development, and internal traffic circulation. (2/21/2017 N.T., Pgs. 64-117). Mr. Wichner testified regarding the revisions made to the Transportation Impact Study as a result of comments and consultation with the Township's traffic consultant, Jack R. Smyth, Jr., P.E., Boles, Smyth Associates, Inc. ("Boles Smyth"), the Montgomery County Planning Commission ("MCPC"), the Pennsylvania Department of Transportation ("PennDOT"), Ambler Borough, and the Township Engineer.

Mr. Wichner opined that the conditional use plan met the requirements of Section 255-282.E.3-8, and that the off site traffic improvements would mitigate any traffic related impacts. The applicant has agreed to prepare a post development traffic study and to install traffic signalization if warranted. Mr. Wichner was recognized as an expert in transportation engineering and the Board finds his testimony credible.

Thomas R. Johnson, Jr., Skelly & Loy, Engineering Environmental Consulting ("Skelly & Loy") presented the stream re-channelization plan and the evaluation of that plan as a result of comments from the Township Engineer and F.X. Browne, Ph.D, P.E., F.X. Browne, Inc., Engineers – Planners Scientists ("F.X. Browne"), an expert retained by the Township to review and comment on the stream restoration plan and the Loch Linden Lake design. (2/21/2017 N.T., Pgs. 144-206; 4/18/2017 N.T., Pgs. 8-38). The applicant has applied to the Pennsylvania Department of Environmental Protection ("PaDEP") and the U.S. Army Corps of Engineers

("USACE") to remove the existing dam structure, re-channelize Honey Run Creek and re-configure Loch Linden Lake and associated wetlands. Final design of the lake will be submitted with the subdivision/land development application and is subject to final permitting from Pa DEP. Mr. Johnson was recognized as an expert in regulatory biology as it relates to Clean Water Act permitting and licensing, and environmental restoration design and aqua systems. The Board finds Mr. Johnson's testimony to be credible.

Kelly Cook Andress, President and Founder of Sage Senior Living ("Sage"), described the elements and uses of the senior independent living complex. (2/21/2017, N.T. Pgs. 118-144). Sage has been identified by the applicant to be the operator of the senior independent living complex. Ms. Andress has a 27 year background in independent and assisted living retirement communities as a former Vice President of Finance and Development for Sunrise Retirement Communities. Ms. Andress has personally developed over 20 such communities, and Sage currently operates six communities, three in Pennsylvania and three in Maryland.

Ms. Andress described the amenities, services and activities offered to residents, the planned accessory uses, including memory care, the number of employees, and transportation services for residents. Finally, Ms. Andress expressed her commitment to work with the Township and its consultants during subdivision/land development plan review to finalize plans to rehabilitate the castle and interior spaces to appropriate re-use.

John H. Cluver, AIA, LEED AP, is a Partner and Director of Historic Preservation at Voith & Mactavish Architects, LLP. Mr. Cluver was recognized as an expert in historic preservation. Mr. Cluver prepared the historic resource inventory and the historic preservation plan. Mr. Cluver described the elements of the historic preservation plan, and consultation with the Township consultants, John R. Gibbons, AIA/AICP, Laura Ahramjian, AICP and Philip E.

Scott, RA, KSK Architects Planners Historians, Inc. ("KSK"). (4/18/2017) N.T. Pgs. 40-76). A significant portion of Mr. Cluver's testimony was in response to questions from the Board of Commissioners and Township staff clarifying the extent of restoration and/or rehabilitation of each historic asset, as those terms are defined by the U.S. Department of the Interior and the National Park Service, and the financial mechanisms in place to ensure both the initial restoration and/or rehabilitation, and future maintenance. The Board finds Mr. Cluver's testimony to be credible.

Len Poncia, Aquinas Realty, was present throughout the course of the hearings and testified on behalf of the applicant. (4/18/2017, N.T., Pg. 75). LRA is the equitable owner of the property. LRA works in coordination with Guidi Homes and the Goldenberg Group joint venture, DVD, on all aspects of the development. Mr. Poncia, on behalf of the applicant, adopted as his own testimony certain promises and representations made by counsel for the applicant, in the areas of historic preservation, stream restoration, specific future uses of the castle, and specific elements of the senior independent living complex and its operation.

Public comment was accepted by the Board at both nights of hearings on the conditional use application. (2/21/2017 N.T., Pgs. 206-256; 4/18/2017, N.T., Pgs. 76-158). A majority of the public comments concerned the impact the development would have on the Lake Drive community and the Villa Drive residents bordering the property. No one entered their appearance as a party to the conditional use proceeding. (2/21/2017 N.T., Pg. 11; 4/18/2017, N.T. Pg. 76). The Board did take the public comments into consideration in rendering this decision.

The conditional use application received positive recommendations from the Township Planning Commission and Montgomery County Planning Commission. Their review letters and recommendations also were taken into consideration by the Board in rendering this decision.

IV. FINDINGS OF FACT

A. Public Notice.

1. Notice of the conditional use hearing was published in The Ambler Gazette on February 5 and 12, 2017 and on April 2 and 9, 2017 (Exhibit T-1, T-37).

2. Notice of the conditional use hearing was posted on the property beginning February 7, 2017 (Exhibit T-2).

3. The conditional use hearing was held on February 21, 2017, March 14, 2017 (continued with the applicant's permission and an extension of time due to inclement weather), and April 18, 2017 (N.T. 2/21/2017 and 4/18/2017, and Exhibit T-38).

B. The Conditional Use Application.

4. The applicant submitted with the conditional use application an eight sheet plan set prepared by Bohler Engineering, dated September 11, 2015, consisting of:

(1) Coversheet

(2) Site Plan

(3) Existing Conditions/Natural Resources Plan

(4) Open Space Plan

(5) Grading Plan

(6) Utility Plan

(7) Tree Removal Plan

(8) Landscape Plan

(Exhibit T-3).

5. The conditional use application, as originally submitted, was deemed incomplete.

6. The conditional use application was resubmitted, including the eight plan set, on October 14, 2016. (Exhibit T-3). The plans were revised as a result of comments from the Township zoning officer, Township engineer, the Montgomery County Planning Commission and the Township's professional consultants (Traffic: Jack R. Smyth, Jr., P.E., Boles, Smyth Associates, Inc. ("Boles, Smyth"); Historic Preservation: John R. Gibbons, AIA/AICP, Laura Ahramjian, AICP and Philip E. Scott, RA, KSK Architect Planners Historians, Inc. ("KSK"); Lake and Stream Restoration: F.X. Browne, Inc. ("F.X. Browne"); and, Landscaping: Richard Collier, Jr., AICP, ASLA, Land Concepts Group, LLC ("Land Concepts")).

7. On January 11, 2017, the applicant submitted a revised historic preservation plan prepared by Bohler Engineering with an historic preservation plan key. (Exhibit A-6).

8. The applicant also submitted with the conditional use application, and revised as a result of comments from Township staff and Township professional consultants, reports required by Section 255-286, including:

(a) Transportation Impact Study prepared by McMahon Associates (revised as a result of comments from Boles, Smyth) (Exhibits T-3, T-5 and T-14).

(b) Fiscal Impact Assessment of proposed redevelopment of St. Mary's Villa – Revised Development Program, prepared by Urban Partners, November, 2016, revised February, 2017 (Exhibits T-28, A-2).

(c) Historic Resource Inventory consisting of a site plan, sketch floor plans for the castle and photos of historic resources keyed to the site plan and sketches, prepared by Voith & Mactavish Architects, LLP (Exhibit T-34).

(d) Historic Resources Preservation Plan Narrative (revised to reflect the comments of KSK), last revised February 20, 2017 (Exhibits T-32, T-35 and T-36).

(e) Three unit townhouse renderings and conceptual townhouse elevations prepared by Kimmel Bogrette Architecture and Site, dated November 10, 2016 (Exhibit T-22).

(f) Two unit carriage home renderings and conceptual carriage home elevations prepared by Kimmel Bogrette Architecture and Site, dated November 10, 2016 (Exhibit T-21).

(g) Streetscape exhibits prepared by Boehler Engineering dated November 10, 2016 (Exhibits T-21 and T-22).

(h) St. Mary's Villa, Model A front elevation, prepared by Mark Stanish Architects, dated November 29, 2016 and St. Mary's Villa, Model A street view prepared by Mark Stanish Architects, dated November 29, 2016.

(i) Carriage home and townhome "Option A" architectural renderings prepared by Michael H. Visich Architect Planners.

(j) Landscaped Perspective Main Entrance architectural rendering prepared by Charles H. Gale, Jr., Gale Nurseries, Inc., dated October 20, 2015 (Exhibits A-7 and A-8).

(k) Draft Declaration of Reciprocal Easement and Restrictions, by and between Lindenwold Residential Associates, LLC and Dublin Villa Development LLC (Exhibit T-3).

(l) Draft St. Mary's Villa Preservation Easement by and between Lindenwold Residential Associates, LLC and a nonprofit charitable corporation designated by Upper Dublin Township, with appendices A through C, dated October 18, 2016 (Exhibit T-3).

(m) St. Mary's Villa Stream Restoration Plan set prepared by Skelly and Loy, Inc. Engineers-Consultants, dated April 13, 2016, last revised April 5, 2017 (revised to reflect the comments of F.X. Browne) (Exhibits T-3, T-39 to T-43, inclusive, and A-11).

(n) Amendments to the St. Mary's Villa Historic Preservation Plan prepared by Voith & Mactavish Architects, LLP, in response to comments from KSK, dated April 17, 2017 (Exhibits T-36, A-17).

C. **Compliance with the Mixed Use Residential-Historic District Regulations**.

9. The proposed uses are among the uses permitted in Section 255-282.

10. The applicant has proposed a minimum of three of the permitted residential uses as required by Section 255-284.B.1.

11. The applicant has proposed a senior independent living campus consistent with Section 255-282.D. and Section 255-283.

12. The senior independent living campus constitutes seventy percent (70%) of the total units as required by Section 255-284.B.2.

13. Kelly Cook Andress, President and founder of Sage Senior Living, testified on behalf of the applicant and described the proposed senior independent living campus operation. (2/21/2007 N.T., Pgs. 118-143)

14. Sage Senior Living has been identified as the operator of the senior independent living campus.

15. The senior independent living campus will be limited to residents 55 years of age and over.

16. The minimum senior living unit size for the senior independent living campus is equal to or greater than five hundred (500) square feet for a single resident unit and greater than or equal to seven hundred (700) square feet for a two resident unit.

17. Not more than sixty percent (60%) of the units in the senior independent living campus will be available for double occupancy.

18. No more than two residents will reside in any dwelling unit, plus one caregiver (if desired).

19. The individual dwelling units at the senior independent living complex will have accessory uses and supportive social residential services including dining facilities, housekeeping, medical and support services, security and twenty-four hour monitoring, an emergency call system, recreational facilities including a fitness center, wellness promotion, exercise programs, transportation, educational and special events, laundry services and social and recreational programs.

20. The senior independent living campus will include accessory uses appropriate for allowing independent older adults to age in place.

21. The senior independent living campus will have approximately ninety (90) employees, on three shifts, over a twenty-four (24) hour period.

22. The senior independent living campus will not have skilled nursing, but will have medical and support services, a dedicated medical and support area, and an assisted living and memory care wing.

23. The senior independent living campus operator will provide van service to take its residents to shopping venues, the downtown Ambler commercial district, SEPTA, and other destinations within a four (4) mile radius of the property.

24. The castle building will be part of the senior independent living campus and initially utilized for professional offices by LRA, as well as the sales center for the townhome/carriage home community.

25. As the townhome/carriage home community homeowners association forms, and the dwelling units are occupied, a portion of the castle building will be set aside for use as a meeting room for the use of the HOA.

26. The senior independent living campus operator will maintain administrative offices in the castle building so that there will be a permanent user in place to monitor the historic asset on a daily basis.

27. The senior independent living complex buildings will be designed and equipped with all required fire suppression, protection and alarm facilities and mechanisms.

28. Eric A. Britz, P.E., testified on behalf of the applicant in the area of civil engineering, and the site plan's compliance with the requirements of the Section 255-284 and 255-285. (2/21/2017 N.T., Pgs. 30-64)

29. The senior independent living campus buildings will not exceed the height of the castle. (Exhibit A-5).

30. The carriage homes, townhomes, and senior independent living campus comply with the building height restrictions of Section 255-284.F.

31. The property exceeds forty (40) acres with a minimum width of eight hundred (800) feet along Bethlehem Pike.

32. The building layout complies with the required perimeter setbacks set forth in Section 255-284.E.

33. Total impervious surface for the development is 38.1%.

34. The minimum overall yard setbacks, building setbacks, and setback from the castle comply with Section 255-284.E.

35. The minimum building setbacks, minimum building separation for the carriage homes and townhomes, buffering and screening comply with Section 255-285.

36. The building height of the carriage homes, townhomes and the senior independent living campus comply with Section 255-284.F.

37. Parking for the senior independent living campus, carriage homes and townhomes complies with Section 255-284.G.

38. The senior independent living campus has a maximum density of fourteen (14) units per acre; the carriage homes and townhomes have a maximum density of five (5) units per acre.

39. The townhomes are 2 and 3 unit townhome buildings with a maximum building length of 160 feet.

40. Areas of the property which constitute steep slopes under the Township Code will remain undisturbed.

41. The applicant submitted confirmation from the servicing water and sewer authorities that adequate capacity is available.

42. The applicant submitted, with the conditional use application, a preliminary stormwater management design and best management practices which proposes underground infiltration beds as the primary stormwater management facility.

43. Post development conditions will not exceed pre-development conditions in terms of the rate of runoff.

44. Thomas R. Johnson, Jr. testified on behalf of the applicant, and described the details of the stream restoration plan and measures that will be taken to preserve a two acre lake in the location of the existing Loch Linden Lake. (2/21/2017 N.T., Pgs. 144-206, 4/18/2017 N.T. Pgs. 8-38).

45. The applicant submitted plans and Pennsylvania Department of Environmental Protection ("PA DEP") permit application materials indicating its intent to remove the existing dam at the east end of the property which has been the basis for concern by PA DEP and the Township.

46. The applicant has proposed to rechannel Honey Run Creek to the satisfaction of the Township, the PA DEP and the USACE.

47. Loch Linden Lake will be reconstructed to a maximum depth of six (6) feet, gradually reducing in depth to a minimum depth of three (3) feet, with an impermeable clay liner at the bottom to retain water, and with associated wetlands, wetland vegetation, and other indigenous plantings. (Exhibits A-11, T-41, 42, 43; see also, Exhibits A-12 to A-15, inclusive).

48. The plans and studies submitted with the conditional use application, together with the testimony of the applicant during the conditional use hearing, demonstrate the absence of any significant adverse ecological or environmental impact to existing natural resources.

49. The perimeter of the site will be extensively landscaped and will have significant buffer areas to adequately screen and protect adjoining neighborhoods from any undue glare, noise or other impacts. (Exhibit A-8).

50. The applicant has proposed walking paths for the general public accessible from Bethlehem Pike and Lindenwold Terrace. Future walking trails include a connection to Loch Alsh Avenue.

51. The applicant has proposed that 19.76 acres (or 44.3% of the property) remain open space.

52. There will be no significant impact in regard to the provision of police and fire protection.

53. John R. Wichner, P.E., presented the Transportation Impact Study, and described the offsite traffic impacts and mitigation measures, ingress and egress from the development, and internal circulation. (2/21/2017 N.T., Pgs. 64-17).

54. The primary entrance to the development will be off Bethlehem Pike, across from Mattison Avenue. Ingress only access driveways will be located on Lindenwold Drive/Cedar Road and on Bethlehem Pike, across from Church Road, south of the main entrance to the development.

55. All interior roads and drives will be owned and maintained by the homeowner association(s), formed to include the single family residential units, and the owner/operator of the senior independent living campus.

56. The internal roads for the development comply with the requirements of Section 255-284.E.4-8.

57. There are no interconnecting roads or direct impacts to surrounding neighborhoods.

58. The applicant has agreed to prepare a post development traffic study and to install traffic signalization if warranted.

59. John H. Cluver, AIA, LEED AP, testified on behalf of the applicant and described the historical assets located at the site and measures taken by the applicant to maintain the historic viewshed of the castle from Bethlehem Pike, the planned restoration and/or rehabilitation of certain historic assets, and the mechanism to ensure perpetual maintenance of the historic assets. (Exhibits A-5, T-31-T-36, inclusive).

60. The architectural design, bulk, spacing, height, setbacks, building materials, and building articulation comply with the Declaration of Covenants and Restrictions dated November 21, 2014, specifically the "Architectural Design, Development and Building Standards and Guidelines for the Rehabilitation and Preservation of Historic Buildings, Structures and Features – St. Mary's Villa Property," found at attachments B, C and D.

61. The applicant has committed to implement the Historic Preservation Plan, as amended, and to provide financial assurance for the initial restoration and rehabilitation, and a funding mechanism for future maintenance.

V. CONCLUSIONS OF LAW

1. The conditional use application as presented by the applicant at the conditional use hearings, conforms to the application requirements of the mixed use residential-historic district, Township Code, Chapter 255, Article XXXVII.

2. The mixed use residential-historic development is compatible with existing and proposed land uses adjacent to the property.

3. The impact on existing floodplains, waterways, wetlands, steep slopes and other sensitive natural features has been minimized to the maximum extent possible.

4. The regional transportation system can efficiently and safely handle the traffic generated by the proposed development.

5. The proposed development will not have a significant impact on public utilities, including water, sewer and storm drainage.

6. The proposed development will not have an adverse impact on police and fire protection.

7. The property contains a significant number of historic buildings, structures, statuary and other elements of vintage character and age to warrant the grant of conditional use approval.

8. The proposed restoration and rehabilitation, and future maintenance, of the historic buildings, structures, statuary and other features will preserve the distinguishing qualities and the character of the historic resources and cultural landscape.

9. The dwelling site layout, design, and implementation of buffering, landscaping, lighting, internal circulation, access and traffic management, parking, fencing and other land development features will preserve the integrity of the historic resources.

10. The proposed development will not have a significant adverse impact upon the surrounding neighborhoods.

11. The applicant has established, by credible evidence, that the proposed uses of the property complies with the declaration of legislative intent, Section 255-281 .

12. The applicant has established, by credible evidence, that the proposed uses of the property complies with Sections 255-282 and 255-283.

13. The applicant has demonstrated, by credible evidence, that the site plan complies with Sections 255-284 and 255-285.

14. The applicant has established, by credible evidence, that the proposed uses of the property will preserve the environmental and physical assets of the neighborhood, including but not limited to, parking, traffic, movement, noise, landscaping buffering, stormwater and lighting.

15. The applicant has established, by credible evidence, that the proposed use will be properly serviced by all existing public service systems.

16. The applicant has established, by credible evidence, that the uses of the property will make accommodation for traffic generated by the proposed use.

17. The applicant has established, by credible evidence, that the proposed uses have been designed in accordance with the Township Code with regard to internal traffic circulation, parking, buffering, grading, stormwater management, erosion control and all other elements of proper land planning.

18. The mixed use residential historic development will not adversely affect the health, safety and welfare of the neighborhood and community.

VI. DECISION AND CONDITIONAL USE APPROVAL

And now this 9th day of May, 2017, upon consideration of the testimony, exhibits, plans and representations made at the conditional use hearing held February 21, 2017 and April 18, 2017, the application of Lindenwold Residential Associates, LLC for conditional use approval for a Mixed Use Residential--Historic District development at the property located at 701 South Bethlehem Pike, Upper Dublin Township, is GRANTED subject to the following conditions:

1. The testimony, exhibits, plans and representations made at the hearing are incorporated herein by reference and form the basis for this decision. No deviation therefrom shall be permitted without further approval by the Township.

2. The applicant shall apply for and receive subdivision and/or land development approval for the development. Such plans shall conform to the plans upon which the conditional use has been granted, these conditions and the requirements of the Township Code, including Chapter 212, Subdivision and Land Development. This grant of conditional use shall expire one (1) year from the date of this decision unless a subdivision and/or land development application is filed with the Township in the interim.

3. The applicant shall submit with the subdivision and/or land development application a Phase I Environmental Site Assessment Update in compliance with the U.S Environmental Protection Agency's All Appropriate Inquiry regulations.

4. The applicant shall restore and/or rehabilitate, and maintain, the Historic Resources at the property consistent with the Historic Preservation Plan prepared by Voith & Mactavish Architects LLP, dated February 20, 2017 (Exhibit T-35), as amended.

5. The applicant shall amend the Historic Preservation Plan to conform to Voith & Mactavish Architects LLP's April 17, 2017 letter (responding to Philip E. Scott,, RA KSK's review letter dated April 12, 2017) (Exhibit T-36), subject to the approval of the Township and the Township Engineer. In addition, as part of the subdivision and/or land development application, the applicant shall submit a plan from a professional structural engineer for the restoration and maintenance of the perimeter wall along Bethlehem Pike and Lindenwold Terrace.

6. The applicant initially shall utilize the castle building as professional offices for the senior independent living campus, and as a sales center/gathering room for the townhome/carriage home community. As the homeowners association forms, and the dwelling units are occupied, a portion of the castle building shall be used as a meeting room for the use of the homeowners association, and a portion of the castle building shall be used by the senior independent living campus operator for administrative offices.

7. As part of the restoration and/or rehabilitation (as those terms are defined by the U.S. Department of Interior and National Park Service) of the interior spaces of the castle building, the applicant shall preserve the current configuration of the rooms of historic significance, identified in the Historic Resource Inventory and Historic Preservation Plan, to the maximum extent possible, in consultation with the Township.

8. The applicant shall provide reasonable provision for public access for visitation to the castle building at reasonable times, for a reasonable duration, and with reasonable advance notice. The details of this public visitation shall be proposed by the applicant as part of the subdivision and/or land development application.

9. The applicant shall enter into a Deed of Preservation Easement in a form substantially similar to that attached to Philip E. Scott's April 12, 2017 letter (Exhibit T-36), subject to the review and approval of the Township and the Township Solicitor. The detailed plans and specifications, describing the means, methods, techniques and materials for the restoration and/or rehabilitation of the historic assets identified in the Historic Preservation Plan (Exhibit T 32), as amended, consistent with this conditional use approval, shall be submitted with the subdivision and/or land development application.

10. The applicant shall enter into a Declaration of Reciprocal Easements and Restrictions, in a form substantially similar to the Declaration of Reciprocal Easements and Restrictions submitted with the conditional use application, to govern the legal rights and financial responsibilities of the owner(s) of the residential parcels and the owner of the senior independent living campus, including but not limited to the financial responsibility to construct and perpetually maintain the internal roads, stormwater management facilities, trails and sidewalks, the lake, adjacent wetlands and site landscaping, and the financial responsibility to restore and/or rehabilitate and perpetually maintain the historic resources consistent with the Historic Preservation Plan (Exhibit T-35), to the satisfaction of the Township and the Township Solicitor.

11. The estimated cost for the restoration and/or rehabilitation of the castle and other historic assets identified in the Historic Preservation Plan (Exhibit T-35), as amended, shall be supported by bids from reputable contractors, reviewed and approved by the Township Engineer, and shall be secured by a separate cash escrow, letter of credit, or performance bond in concert with execution of a Development Agreement, to be executed as a condition to recording of the final subdivision and/or land development plans.

12. As required by Section 255-286. E., funding for future maintenance of the castle and other historic assets shall be addressed to the reasonable satisfaction of the Township in the Declaration of Reciprocal Easements and Restrictions, or separate declaration or restrictive covenant, binding upon the homeowners association to be established in regard to the for sale townhomes and carriage homes, as well as to be executed by the owner of the senior independent living campus, specifically establishing the ongoing obligations of said parties and the rights of

the Township to enforce the appropriate funding and maintenance as to the castle and other historic assets.

13. The applicant shall assist the Township, prior to the recording of final subdivision/sand development plans, to secure the services of the Preservation Alliance or other suitable charitable organization experienced in matters of oversight for the preservation of historic buildings and other historic assets, and shall provide a fund to the Township or its designee to oversee compliance with the Historic Preservation Easement.

14. The Declaration of Reciprocal Easements and Restrictions and the Deed of Preservation Easement shall each be recorded contemporaneously with the recording of final subdivision and/or land development plans.

15. The applicant shall ensure that the proposed retaining wall that supports the emergency drive at the senior independent living campus is not located in the 100-year floodplain and is otherwise in full compliance with the Township Code, Chapter 255, Article XXII. The applicant shall make best efforts to reduce the height of the wall or redesign the emergency access to the senior independent living campus as part of the submission of a subdivision and/or land development plan, to the satisfaction of the Township Engineer.

16. The applicant shall preserve Loch Linden Lake, consistent with the Skelly and Loy plan titled "St. Mary's Villa Stream Restoration, Restoration Large-Scale Plan," Drawing R-401, dated April 13, 2016, last revised 4/5/2017 (Exhibit T-41), ("Lake Restoration Plan"), subject to the approval of the Township and the Township Engineer. The applicant shall make best efforts to revise the Lake Restoration Plan to provide a supplemental source of water, in addition to the ten (10) acre drainage area, from groundwater, site generated stormwater, or the

Loch Alsh Reservoir, to maintain the water levels shown on the Lake Restoration Plan. Final design of the stream, wetlands, and lake shall be subject to the review and approval of the Township, the U.S. Army Corps of Engineers, and the Pennsylvania Department of Environmental Protection.

17. All residential building components, including but not limited to windows, roof materials, stone/masonry, siding materials, foundation plantings, columns and lighting, shall be substantially consistent with the December 9, 2016 Planning Report prepared by KSK Architects Planners Historians, Inc. (Exhibit T-17), the January 10, 2017 memorandum from The Goldenberg Group (Exhibit 15), and the Architectural Renderings submitted as part of the conditional use application (Exhibits T-21 and T-22), the "St. Mary's Villa Model A Front Elevation" and "St. Mary's Villa Model A Street View," prepared by Mark Stanish Architects, dated 11/29/2016, and the "Option A" Architectural Renderings for the carriage homes and townhomes prepared by Michael H. Visich Architects Planners (undated). Reasonable modifications to address architectural and landscaping refinements shall be permitted.

18. The U.S. Secretary of Interior and National Park Service standards for restoration and rehabilitation of the historic structures, as amended, shall be used as the guideline in carrying out the restoration and/or rehabilitation of the gazebo, castle, and two gatehouses. Any additions and/or expansions to the castle and/or gatehouses shall be sited to the rear of the building being restored or rehabilitated.

19. Applicant shall apply to the Pennsylvania Department of Transportation for a highway occupancy permit for the proposed development, incorporating the traffic improvements identified in the Transportation Impact Study and the February 16, 2017

McMahon Transportation Engineers & Planners letter to Jack Smyth, Jr., P.E., Boles, Smyth Associates, Inc.

20. Applicant shall prepare a post development traffic study after construction of the development and at least 90% occupancy at the development. If adequate justification exists to install a traffic signal at the intersection of Bethlehem Pike and Mattison Avenue and/or at the intersection of Bethlehem Pike and Lindenwold Terrace, and the Pennsylvania Department of Transportation approves the design, the applicant shall install approved period style traffic signals(s) at its sole cost and expense. (Exhibit T-5).

21. Applicant shall provide unrestricted pedestrian access to the general public from Loch Alsh Avenue through the development to Lindenwold Terrace/Cedar Road and to Bethlehem Pike.

22. Sidewalk shall be constructed along the site side of Bethlehem Pike, on the Bethlehem Pike side of the existing perimeter wall, subject to review and approval of the Township Engineer and the Pennsylvania Department of Transportation.

23. The internal roads, sidewalks and trails of the development shall be open to the public. The sidewalks leading to the primary entrance to the development, and continuing north along the internal drive closest to Bethlehem Pike, shall continue north through the existing wrought iron gate to the intersection of Bethlehem Pike and Lindenwold Terrace. A trail from the Lindenwold Terrace/Cedar Road entrance to the development, extending through the open space at the rear of the development along Loch Linden Lake over to Loch Alsh Avenue shall be designed and submitted to the Township with the subdivision and/or land development application.

24. The internal roads and drives, sidewalks and trails, stormwater management facilities, including infiltration basins and rain gardens, and Loch Linden Lake and its associated wetlands, shall be owned and maintained by the homeowners association(s) and the senior independent living campus operator pursuant to the terms and conditions of the Declaration of Reciprocal Easements and Restrictions and/or other declaration or form of restrictive covenant.

25. Trash and recycling services, and snow and ice removal, shall be the responsibility of the homeowners association(s) and the senior independent living campus operator. The Declaration of Reciprocal Easements and Restrictions and the declaration establishing the homeowners association(s) shall contain a provision stating that any petition to the Township to provide these services or to accept dedication of the internal roads, sidewalks, trails and/or stormwater management facilities at a future date shall require a one hundred percent (100%) vote of the owners of the dwelling units and their mortgage holders.

26. The applicant shall pay to the Township an open space fee in the amount of $1,500 for each of the 354 proposed dwelling units, for a total open space fee of Five Hundred Thirty One Thousand Dollars and No Cents ($531,000.00), in compliance with Township Code, Chapter 110-13(d). The fees shall be paid at the time the applicant applies for a building permit for a dwelling unit.

27. No fencing or accessory structure, in the nature of a deck, patio, porch, Jacuzzi/spa, sitting wall or fence, may encroach greater than 20 feet from a dwelling unit into any required perimeter setback from either Bethlehem Pike or Lindenwold Terrace/Cedar Road. No shed of any nature may be placed within that 20 foot setback encroachment. No fence placed within the 20 foot setback encroachment, which is parallel to the rear of a dwelling unit, shall

exceed the height of 48 inches, nor may any such fence extending out from and as a divider between units exceed six feet in height.

28. The senior independent living campus dwelling units shall be private and occupied by residents that are 55 years of age or over, with accessory uses and supportive social residential services including dining, housekeeping, medical and support services, security and 24-hour monitoring, an emergency call system, as well as recreational facilities which may include amenities such as a fitness center, wellness promotion, exercise programs, educational and special events, laundry services and social and recreational programs, together with accessory uses appropriate for allowing independent older adults to age in place.

29. Each dwelling unit of the senior independent living campus shall contain a fully private bathroom (including toilet, bathtub and/or shower and vanity/sink), personal closet space, emergency call systems, lockable entry doors accessible by master key or similar system available at all times in the senior independent living campus residences and for designated staff, and pre-wiring for private telephone, internet and television reception.

30. No less than 80 square feet of floor area per dwelling unit on the senior independent living campus shall be provided for community common areas for dining, active and passive recreation, circulation, and socialization, exclusive of hallways and passageways and inclusive of common areas designated in the castle building and areas contiguous to the castle building and the senior independent living campus.

31. A dining area or areas shall be provided in the senior independent living campus, together with a private dining room available for the use by residents and their families and guests for private entertaining.

32. The applicant shall propose with the submission of a subdivision and/or land development plan application a shuttle transportation service plan for residents of the senior independent living campus.

If you or anyone else present at the hearing(s) and entering their appearance, disagree with this Findings of Fact, Conclusions of Law and Decision in any way, there is a strict time limit of THIRTY (30) days from the date of the MAILING of this Findings of Fact, Conclusions of Law and Decision within which to take an appeal of this Findings of Fact, Conclusions of Law and Decision to the Court of Common Pleas of Montgomery County, Pennsylvania.

Witness:

Paul Leonard, Secretary/
Township Manager

Ira S. Tackel, President

Ronald P. Feldman, Vice-President

Sharon L. Damsker, Member

Liz Ferry, Member

Rebecca A. Gushue, Member

Robert H. McGuckin, Member

Gary V. Scarpello, Member

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA
RESOLUTION NO. 18-2274
LAND DEVELOPMENT APPLICATION U.D. NO. 17-01 FOR FINAL LAND DEVELOPMENT/SUBDIVISION APPROVAL FOR THE MIXED-USE DEVELOPMENT KNOWN AS "PROMENADE AT UPPER DUBLIN"

WHEREAS, BT Dreshertown, LP ("Developer") is the owner of a property located at Welsh & Dreshertown Roads, comprising approximately 25.4 acres of land (the "Property"); and,

WHEREAS, the Property is located in the OC Office Center Zoning District and designed according to the Mixed Use Development standards of Upper Dublin Township Zoning Code, Chapter 255, Sections 255-60.D. and 255-61.1; and,

WHEREAS, the Property will be developed pursuant to Final Land Development Plans prepared by Gilmore & Associates, Inc., dated February 10, 2017, last revised on January 12, 2018, consisting of sheets 1 through 60 (the "Plans"), together with a Post-Construction Stormwater Management Report, prepared by Gilmore & Associates, Inc. dated February 10, 2017, last revised January 12, 2018 (the "Report"), all of which are incorporated herein by reference and expressly made a part hereof (the "Project"); and,

WHEREAS, the Property also will be developed pursuant to the Declaration of Covenants and Restrictions dated December 5, 2016, and the Amendment to Declaration of Covenants and Restrictions dated March 28, 2017 ("Covenants and Restrictions"); and,

WHEREAS, the Board of Commissioners, on June 7, 2017, conducted a hearing on the conditional use application of Developer (In Re: Application for Conditional Use of BT Dreshertown, LP.), and on July 11, 2017, issued its Findings of Fact, Conclusion of Law, and Decision ("Conditional Use Approval"); and,

WHEREAS, the application has received Preliminary Subdivision/Land Development approval from the Township by Resolution 17-2259, dated July 11, 2017, which resolution identifies preliminary application plans, documents, reports, approved waivers, and accompanying data that depicts the specific improvements and layouts associated with the Project, and also identifies pertinent conditions of approval that the Developer has agreed to satisfy to the Township's satisfaction, all of which are incorporated herein by reference and expressly made a part hereof; and,

WHEREAS, the Developer desires to obtain final land development approval of the Plans from the Upper Dublin Township Board of Commissioners in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants final approval of land development application UD #17-01, as shown on the Plans subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The Project shall be constructed in strict accordance with the Plans, the comments and details on the Plans, the Report, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement between the Developer and the Township, in a form to be approved by the Township Solicitor, and entered into prior to recording of the final plans.

3. The development shall be constructed in strict accordance with Upper Dublin Township Resolution 17-2259, the contents of which identify specific conditions applicable to this project and which are necessary to accomplish the objectives of the Ordinances and regulations of the Township, and which the Developer has previously agreed to satisfy and complete in accordance with the Township's reasonable direction regarding compliance.

4. The Developer will provide security in a form acceptable to the Township Solicitor, and in an amount to be approved by the Township Engineer, for any improvements or common amenities shown on the Plans and required as a condition for final approval, including but not limited to internal roads, sidewalks, trails, stormwater management facilities, open space, landscaping, lighting, parking and off-site traffic improvements, including the Township inspection of the above (to the extent such improvements are not separately escrowed by the Pennsylvania Department of Transportation).

5. The Developer shall comply with all conditions set forth in the review letter of the Township Engineer, Tom Fountain, dated February 8, 2018, except as modified by this Resolution.

6. Developer shall provide deeds of dedication in a form and manner approved by the Township Solicitor. All deeds shall be accompanied by title insurance benefitting the Township indicating free and clear title from all liens, encumbrances, and restrictions that could adversely affect the use of the areas for roadways and other municipal purposes.

7. Developer shall provide to the Township Engineer for his approval the legal descriptions for the open space areas, easements, rights of way, walking trails and the internal roads prior to the Plans being recorded.

8. Developer shall comply with all applicable Township, County, Commonwealth and Federal rules, regulations, codes, ordinances, and statutes.

9. Developer shall obtain all required approvals from various agencies having jurisdiction over the Project, including but not limited to, Pennsylvania DEP, Montgomery County Health Department, Montgomery County Conservation District, Pennsylvania Department of Labor & Industry, PennDOT, and shall comply with all rules and regulations of these agencies.

10. All documentation shall be executed prior to recording of the Record Plans.

11. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

12. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of the grant of final plan approval, unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of the grant of final plan approval (or any written extension thereof), this contingent land development approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 13th day of March 2018.

UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL, President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA
RESOLUTION NO. 18-2275
LAND DEVELOPMENT APPLICATION U.D. NO. 16-01 FOR FINAL LAND DEVELOPMENT/SUBDIVISION APPROVAL FOR THE RESIDENTIAL DEVELOPMENT KNOWN AS "BT DRESHERTOWN, L.P."

WHEREAS, BT Dreshertown, LP ("Developer") is the owner of a property located at Welsh & Dreshertown Roads, comprising approximately 50.5 acres of land (the "Property"); and,

WHEREAS, the Property is located in the A Residential Zoning District and designed according to the Age Qualified Residential Community standards of Chapter 255.43.2 of the Township Zoning Ordinance; and,

WHEREAS, the Property will be developed pursuant to Final Land Development Plans prepared by Gilmore & Associates, Inc., dated March 2, 2016, last revised January 12, 2018, consisting of sheets 1 through 84 (the "Plans"), together with a Post-Construction Stormwater Management Report, prepared by Gilmore & Associates, Inc. dated October 14, 2016, last revised January 12, 2018 (the "Report"), all of which are incorporated herein by reference and expressly made a part hereof; all of which are subject to revision or amendment prior to final plan submission or approval; and

WHEREAS, it is the intent of the Developer to reduce the maximum allowable impervious surface for this Property to partially offset impervious surface developed on adjoining properties owned by affiliate companies of the Developer; and

WHEREAS, the Developer desires to obtain final land development/subdivision approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code; and

WHEREAS, the application has received Preliminary Subdivision/Land Development approval from the Township, by Resolution 17-2247, dated February 14, 2017, which resolution identifies preliminary application plans, documents, reports, approved waivers, and accompanying data that depicts the specific improvements and layouts associated with the project, and also identifies pertinent conditions of approval that the Developer has agreed to satisfy to the Township's satisfaction, and the Township desires to incorporate those conditions and resolution items as if they are fully written out as part of this resolution.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants final approval of the land development as shown on the Plans subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The development shall be constructed in strict accordance with the Plans, the comments and details on the Plans, the Report, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement between the Developer and the Township, in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.

3. The development shall be constructed in strict accordance with the Upper Dublin Township Resolution 17-2247, the contents of which identify specific conditions applicable to this project and which are necessary to accomplish the objectives of the Ordinances and regulations of the Township, and which the Developer has previously agreed to satisfy and complete in accordance with the Township's reasonable direction regarding compliance.

4. The Developer will provide security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements and landscaping shown on the Plans.

5. The Developer shall comply with all conditions set forth in the review letter of the Township Engineer, Tom Fountain, dated February 8, 2018 except as modified herein.

6. Developer shall satisfy the following additional recommendations of the Township:
    a. Where there is any duplication of construction details in the plans, or where a 'generic' detail mimics a Township-approved detail, the requirements of the Township-approved detail will govern.
    b. The Developer agrees to a three-year maintenance period for vegetation proposed within the stormwater basins, buffer vegetation adjacent to Dublin Hunt, and any vegetation serving as a buffer between this parcel and the adjacent residential parcel (the BET-Promenade tract).

7. Developer shall provide traffic improvements, as approved by the Township Traffic Engineer, along Dreshertown and Welsh Roads, except as may be modified or superseded by future improvements associated with the development of Lot #3, Premises A.

8. Developer shall provide to the Township Engineer for his approval the legal descriptions for the open space areas, easements, rights of way, walking trails and the internal roads prior to the Plans being recorded. Legal descriptions and geometric closures for the individual lots shall be provided to the Township prior to the conveyance of the individual lots/homes.

9. Developer shall provide deeds of dedication in a form and manner approved by the Township Solicitor. All deeds shall be accompanied by title insurance benefitting the Township indicating free and clear title from all liens, encumbrances, and restrictions that could adversely affect the use of the areas for roadways and other municipal purposes..

10. The Developer shall offer in recordable form, subject to the approval of the Township Solicitor, a Declaration of Covenants and Restrictions binding all of the lots in the development to the development plan, prohibiting the subdivision of the tract into a greater number of lots, and creating a Homeowners Association for the perpetual maintenance of the neighborhood open space, the trails, roadways, rights-of-way, any retaining walls, streetlights, snow plowing, trash and recycling pickup, the Belgian block curbs and the stormwater management facilities. In addition, the Association will be responsible for maintenance and repair of all improvements, both above grade and subsurface, along Dreshertown and Welsh Roads, if said improvements are not maintained by PennDOT.

11. Developer shall comply with all applicable Township, County, Commonwealth and Federal rules, regulations, codes, ordinances, and statutes.

12. Developer shall obtain all required approvals from various agencies having jurisdiction over the Project, including but not limited to, Pennsylvania DEP, Montgomery County Health Department, Montgomery County Conservation District, Pennsylvania Department of Labor & Industry, PennDOT, and shall comply with all rules and regulations of these agencies.

13. All documentation shall be executed prior to recording of the Record Plans.

14. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

15. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 13th day of March, 2018.

UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL, President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA
RESOLUTION NO. 18-2276

A RESOLUTION RECOGNIZING THE MONTH OF APRIL 2018 AS PENNSYLVANIA 811 SAFE DIGGING MONTH

WHEREAS, the month of April 2018 is recognized as 'Pennsylvania 811 Safe Digging Month" across our Commonwealth, an initiative supported by Pennsylvania 811, a utility notification information center celebrating its 46th year of continuous service to the Commonwealth of Pennsylvania, and

WHEREAS, this unique service provides an easy to use one-call notification about excavation projects which may endanger workers and jeopardize utility lines while promoting workplace and public safety, reducing underground utility damage and minimizing utility service interruptions while protecting the environment, and

WHEREAS, the Pennsylvania One Call System began with only six utility companies in Western Pennsylvania and now serves more than 100,000 excavators and 3,600 critical underground infrastructure owners throughout the Commonwealth, and

WHEREAS the service annually receives more than 800,000 notification requests and transmits more than six (6) million notifications, providing protection to utility companies, their employees, customers, and the general public, and

WHEREAS, economic development throughout Upper Dublin Township and Pennsylvania is growing, and it is important to minimize the damage to underground utility lines, danger to workers, environmental pollution, and the loss of utility services, and

WHEREAS, we are thankful for the service provided by Pennsylvania 811 and encourage all residents, engineers, designers, excavators and homeowners to dial 8-1-1 at least three business days in advance of an excavation project such as planting a tree, installing a mailbox post, building a deck or swimming pool or replacing a driveway.

NOW, THEREFORE, BE IT RESOLVED that UPPER DUBLIN TOWNSHIP does hereby proclaim April 2018 as "Pennsylvania 811 Safe Digging Month" in UPPER DUBLIN TOWNSHIP.

RESOLVED, this 13th day of March, 2018.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL, President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

RESOLUTION NO. 18-2277

UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

A Resolution Authorizing Application to the 2018 PECO Green Region Open Space Program for the Robbins Park Greenhouse Project

WHEREAS, the Township of Upper Dublin Township ("Township") desires to undertake the Robbins Park Greenhouse project; and

WHEREAS, the Township desires to apply to the PECO Green Region Open Space Program for a grant for the purpose of carrying out this project; and

WHEREAS, the Township has received and understands the 2018 PECO Green Region Open Space Program Guidelines.

THEREFORE, BE IT RESOLVED THAT the Township Board of Commissioners hereby approves this project and authorizes application to the PECO Green Region Open Space Program in the amount of $8,000.00, and

BE IT FURTHER RESOLVED, THAT, if the application is granted, the Township commits to the expenditure of matching funds in the amount of $8,000.00 necessary for the project's success.

SO RESOLVED this 13th day of March 2018.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL, President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA
RESOLUTION NO. 18-2278

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE 2018 ROUND OF THE MONTCO 2040 IMPLEMENTATION GRANT PROGRAM

Whereas, Montgomery County has established the Montco 2040 Implementation Grant Program as a competitive funding program to assist municipalities in implementing the goals of the county comprehensive plan, *Montco 2040: A Shared Vision*; and

Whereas, the County is accepting applications for projects that advance specific goals under either of the county comprehensive plan's three themes: Connecting Communities, Sustainable Places, and a Vibrant Economy; and

Whereas, applications and projects must meet all stated requirements within the Montco 2040 Implementation Grant Program Guidebook; and

Whereas, Upper Dublin Township wishes to obtain $100,000 from the Montco 2040 Implementation Grant Program to provide funding for construction of a Critical Connection sidewalk along Susquehanna Road between Honey Run Road and SPARK Drive; and

Be It Resolved, Upper Dublin Township will commit $30,000 as the local match for the project consistent with the Preliminary Engineering plan presented to the Board of Commissioners on October 10, 2017 and as submitted in the grant application.

Approved by the Board of Commissioners of Upper Dublin Township this 13th day of March, 2018.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin this 13th day of March, 2018.

UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL, President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

RESOLUTION NO. 18-2279

UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

A Resolution Proclaiming May 20 - 26, 2018 as Emergency Medical Services Week

WHEREAS, Emergency Medical Services is a vital public service; and

WHEREAS, the members of Second Alarmer's Rescue Squad and Community Ambulance Association of Ambler are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

NOW, THEREFORE, BE IT RESOLVED THAT the Upper Dublin Township Board of Commissioners in recognition of this event do hereby proclaim the week of May 20 - 26, 2018, as EMERGENCY MEDICAL SERVICES WEEK. With the theme, ***EMS Strong: Always in Service,*** the Township encourages the community to observe this week with appropriate programs, ceremonies and activities.

SO RESOLVED this 10th day of April 2018.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL, President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

pennsylvania
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

RESOLUTION PAGE
NO. 18-2280

Commonwealth of Pennsylvania
www.dcnr.state.pa.us/grants

DCNR-2018-C2P2-19	Applicant Information (* indicates required information)
Applicant/Grantee Legal Name: **UPPER DUBLIN TOWNSHIP**	Web Application ID: **2000129**
Project Title: **Camphill Rd Trail Connection to Cross County Trail**	

WHEREAS, **UPPER DUBLIN TOWNSHIP** ("Applicant") desires to undertake the project, "**Camphill Rd Trail Connection to Cross County Trail**" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "**Grant Agreement Signature Page**"; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

NOW THEREFORE, it is resolved that:

1. The "**Grant Agreement Signature Page**" may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of "**President, Board of Commissioners**".
2. If this Official signed the "**Grant Agreement Signature Page**" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the "**Grant Agreement Signature Page**", signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "**TITLE**" specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP
(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of this applicant, this 10th day of April, 2018.

Secretary (Signature of the Secretary of the governing body)
PAUL A. LEONARD

PRESIDENT OF THE BOARD OF COMMISSIONERS
IRA S. TACKEL

RESOLUTION NO. 18-2281

UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

A Resolution Authorizing the Filing of a Keystone Recreation, Park and Conservation Fund Library Grant Application in Support of a Repurposing 520 Virginia Drive for the New Location of the Upper Dublin Public Library

WHEREAS, the Township of Upper Dublin ("Township") has the legal authority to apply for a Keystone Recreation, Park and Conservation Fund Library Grant ("Keystone Grant"), and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure planning, management and completion of the project described in the application; and

WHEREAS, the Township has acquired for repurposing the 7.1 acre property at 520 Virginia Drive, Fort Washington, Pennsylvania, which includes a 56,000 sq. ft. office building to become the new location of the Upper Dublin Public Library (UDPL), the Township's public library; and

WHEREAS, the Keystone Grant specifically gives examples of fundable project elements necessary improvements at 520 Virginia Drive such as ADA upgrades, energy efficient upgrades to HVAC systems and similar work; and

WHEREAS, the Township desires to undertake the 520 Virginia Drive Repurposing Project; and

NOW, THEREFORE, BE IT RESOLVED THAT the Township Board of Commissioners hereby approves and authorizes application to the Keystone Grant in the amount of $750,000, including all understandings and assurances contained therein, which are attached, and to act in connection with the application and to provide such additional information as may be required to assist the Township in carrying out the repurposing of 520 Virginia Drive to a new UDPL and other improvements which may properly according to regulations promulgated by Keystone Grant administrators be utilized to make this a viable community asset.

SO RESOLVED this 10th day of April 2018.

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL, President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

STATE ASSURANCES

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for a Keystone Recreation, Park and Conservation Fund library grant, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure planning, management and completion of the project described in this application.
2. Has duly adopted or passed by its governing body as an official act, resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the persons identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Will give the Commonwealth of Pennsylvania, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
4. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the Pennsylvania Department of Education, Commonwealth Libraries.
5. Has a formal, legal relationship with the public library that the project will benefit, either by that public library being a department or unit of local government or through a contract describing mutual obligations and responsibilities.
6. Will comply with the requirements of the Pennsylvania Department of Education, Commonwealth Libraries with regard to the drafting, review and approval of construction plans and specifications.
7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. Will begin work within 90 days of contract approval and complete work within 18 months.
8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
9. Assures sufficient funds will be available for effective operation and maintenance of the state-aided public library or state-aided public library system.
10. Assures the public library will provide basic library service free of charge without discrimination to all residents of the library's service area.
11. Will comply with the Pennsylvania Flood Plain Management Act 166 (32.P.S. § 679.101-679.601) and the regulations issued pursuant thereto (Title 12, Chapter 113).
12. Will comply with the Steel Products Procurement Act of March 3, 1978, (P.L.6, No. 3, § 1, 73 P.S. § 1881 et, seq.).
13. Will comply with the Trade Practices Act (71 P.S. § 773.101 et seq.).
14. Will comply with the Public Works Contractor's Bond Law of 1967 (8 P.S. § 191 et seq.) if the amount of the contract exceeds $5,000.
15. Will comply with the Commonwealth Procurement Code (62 Pa.C.S. § 101 et seq.).
16. Will include provisions to ensure compliance with the Steel Products Procurement Act (73 P.S. § 1881 et seq.), the Trade Practices Act (71 P.S. § 773.101 et seq.), the Public Works Contractor's Bond Law of 1967 (8 P.S. § 191 et seq.), the Commonwealth Procurement Code (62 P.S. § 101 et seq.), the Pennsylvania Prevailing Wage Act (43P.S. § 165-1 et seq.), the Minority and Women Business Enterprise (Executive Order 1996-8), and the Agricultural Land Preservation Policy (Executive Order 2003-2) in all contracts and subcontracts for construction, reconstruction, alteration, repair, improvement or maintenance of the public library building.
17. Will comply with local zoning ordinances and be in compliance with Act 2000 – 68, a land use amendment to the Pennsylvania Municipalities Planning Code.
18. Will comply with all environmental protections laws and will assure that no adverse environmental impact will occur as a result of this project.

RESOLUTION NO. 18-2282

Participation in the Delaware Valley Regional Planning Commission's
Transportation (DVRPC) & Community Development Initiative (TCDI) Grant Program

RESOLUTION OF: Upper Dublin Township County of Montgomery

WHEREAS, Upper Dublin Township/Montgomery County supports the request for planning grant dollars from the Delaware Valley Regional Planning Commission; and

WHEREAS, Upper Dublin Township/Montgomery County understands the grant amount requested must provide a 20% local match of the total project cost while at least 5% must cover administration of the grant through in-kind services; and

WHEREAS, Upper Dublin Township/Montgomery County fully understands the application requirements including mandatory meetings and attachments; and

WHEREAS, Upper Dublin Township/Montgomery County fully understands the federal contracting process and rules as outlined in *Uniform Guidance 2 C.F.R.200* if awarded the planning grant dollars; and

WHEREAS, Upper Dublin Township/Montgomery County, fully understands that noncompliance with federal procurement rules and DVRPC contracting parameters will result in the loss of TCDI funds; therefore

WHEREAS, that Upper Dublin Township/Montgomery County HEREBY AUTHORIZES Paul A. Leonard, Township Manager to submit an application to DVRPC for a TCDI planning grant; and

NOW, THEREFORE, BE IT RESOLVED, that Upper Dublin Township/Montgomery County agrees, if selected for the TCDI grant, to: engage in contracting procedures including the competitive Request for Proposals and budget allocation; sign grant agreement documents; agree to submit reimbursement invoices and progress reports along with necessary supporting documentation; take all necessary action to complete the project associated with the grant agreement within the 24 month timeframe, and submit the final deliverable to DVRPC; and Provide proof of adoption or acceptance by the governing body through a resolution that must be submitted no later than August 31, 2020 to DVRPC. DVRPC will reserve payment of the last 10% of the grant award until such resolution and the final deliverable is received.

Adopted this day 8th of May, 2018

By a vote of: 6 in favor 0 against 0 abstain

ATTEST:

Paul A. Leonard, Township Manager

By:

Ronald P. Feldman,
Vice President Board of Commissioners

RESOLUTION NO. 18-2289

APPENDIX II – AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby request a Greenways, Trails and Recreation Program (GTRP) grant of $250,000 from the Commonwealth Financing Authority to be used for Fort Washington Cross County Trail & Road Diet – Mid - Section.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held May 8, 2018 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin this 9th day of May, 2018.

Upper Dublin Township
Name of Applicant

Montgomery
County

Board of Commissioners
Upper Dublin Township

By: _____
Ronald P. Feldman,
Vice President

_____
Paul A. Leonard, Secretary

RESOLUTION NO. 18-2284

RESOLUTION TO ENTER INTO A PLANNING ASSISTANCE CONTRACT BETWEEN COMMISSIONERS OF MONTGOMERY COUNTY AND UPPER DUBLIN TOWNSHIP FOR PLANNING ASSISTANCE AND TECHNICAL SERVICES TO BE PROVIDED TO THE TOWNSHIP BY THE MONTGOMERY COUNTY PLANNING COMMISSION FOR A THREE-YEAR TERM BEGINNING JULY 1, 2018 AT A TOTAL COST TO THE TOWNSHIP OF 50% of $37,422.

WHEREAS, the Commissioners of Montgomery County (hereinafter the "County") have created the Montgomery County Planning Commission (hereinafter "MCPC") for the purpose of providing planning assistance and technical services to municipalities in Montgomery County; and

WHEREAS, Upper Dublin Township has previously employed the services of the MCPC and wishes to continue to receive those services; and

WHEREAS, the MCPC has presented to the Township a Planning Assistance Contract between Commissioners of Montgomery County and Upper Dublin Township (hereinafter the "Contract"); including as Exhibit "A", a Resolution of the MCPC Updating the Scope of Services and Adjusting the Fee Schedule for Community Planning Assistance Contract; and

WHEREAS, the Contract would be effective July 1, 2018 and would run through June 30, 2021, at a total cost to the Township of 50% of $37,422 for the three-year term, upon approval by the Township.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township hereby authorizes and directs the President of the Board of Commissioners and the Township Manager to execute the said Contract and any additional documentation necessary to effectuate said Contract.

ADOPTED this 8th day of May, 2018.

BOARD OF COMMISSIONERS
TOWNSHIP OF UPPER DUBLIN

Attest:

Paul A. Leonard, Secretary

By: Ronald P. Feldman, Vice President

PLANNING ASSISTANCE CONTRACT
BETWEEN COMMISSIONERS OF MONTGOMERY COUNTY
AND UPPER DUBLIN TOWNSHIP

THIS CONTRACT made the first day of July 2018, between Commissioners of Montgomery County (herein called County) and Upper Dublin Township of Montgomery County, Pennsylvania (herein called Municipality).

WITNESSETH THAT:

WHEREAS, County has created the Montgomery County Planning Commission (herein called MCPC), and

WHEREAS, Resolution 70-3, dated March 11, 1970, established policies for local planning assistance, a cost sharing formula and a schedule of fees and charges by which the services of MCPC's staff was offered to assist the 62 municipalities in the county, and

WHEREAS, the Municipality has requested the MCPC to provide planning assistance under the terms specified herein, and

WHEREAS, the County of Montgomery, acting through the MCPC proposes to render assistance to the Municipality in the form of technical services, pursuant to Pennsylvania Municipalities Planning Code, Act 247, as amended.

NOW THEREFORE, in consideration of the mutual promises hereafter made, the parties hereto, intending to be legally bound under the Uniform Written Obligations Act of the Commonwealth of Pennsylvania, do hereby agree that:

A. MCPC Assistance

1. The MCPC will assign one or more professional planners, and supporting staff, to meet the categories outlined in Exhibit B.

B. Services of Municipality

1. Officials, employees, staff and members of the planning commission of the Municipality will cooperate with MCPC in the discharge of its responsibilities hereunder.

2. All pertinent Municipality records and data shall be made available for the use of the MCPC.

C. Schedule of Time and Compensation

1. The established and agreed total cost is **$37,422**.

2. The compensation is subject to Resolution 18-5.1, Exhibit A.

3. This contract shall become effective on July 1, 2018 and shall terminate on June 30, 2021.

4. Municipality's payment to MCPC shall not exceed fifty percent (50%) of the total cost as set forth in C.1 above. This includes any federal or state optional funding arrangements equal to the municipal share set forth in Exhibit C.

5. The total cost of the printing and publication of Major Products (Reports and Maps) shall be negotiated on a case-by-case basis.

6. Municipality shall pay MCPC on the following basis:

Date	Amount
October 2018	$3,087.00
April 2019	$3,087.00
October 2019	$3,118.50
April 2020	$3,118.50
October 2020	$3,150.00
April 2021	$3,150.00

D. Miscellaneous

1. Either party may terminate this contract by giving the other at least sixty (60) days written notice thereof, and a pro rata adjustment shall be made based on the compilation of costs incurred and services performed by the MCPC. In the event of cessation of services by the MCPC prior to the termination date in the contract, the MCPC shall be paid for costs and services to the date of such cessation and the MCPC and the County of Montgomery shall, in no event, be liable to Municipality for breach of this contract due to cessation of its services.

2. The scope of work to be done under this contract shall be subject to modifications or supplements upon the written agreement of the duly authorized representatives of the contracting parties. It is the understanding of all parties to this contract that no modification of the program shall be made that would change the total cost unless such changes, including any increase or decrease in the amount of the MCPC's compensation, are mutually agreed upon by and between the parties hereto. Such changes will be accomplished as follows: a) any decrease in the amount of MCPC's compensation shall be incorporated in written amendments to this contract; b) any increase in the amount of MCPC's compensation in excess of $1500 (i.e. $3000 total change) shall be incorporated in written amendments to this contract; c) any increase in the amount of MCPC's compensation less than $1500 (i.e. $3000 total change) shall be by a letter of intent of a purchase of service (said letter of intent shall be signed by the authorized representative of the municipality and by the Director of the MCPC); and d) any substitution or modification of the work items in B. of Exhibit B, not involving a change in compensation, shall be by a letter of intent as set forth in c), herein.

3. The costs of any increases in the scope of work agreed to by the contracting parties in accordance with D.2 shall be calculated on the basis of the per diem rates prevailing at the time said increase is negotiated. Any increase involving the commitment of additional monthly planner-days shall be subject to the availability of said staff time.

MUNICIPAL GOVERNING BODY	COMMISSIONERS OF MONTGOMERY COUNTY
By: _____ Vice President, Board of Commissioners	By: _____ Chairperson
Attest: _____ Township Manager	Attest: _____ County
Authorized by resolution or ordinance of Municipality. Adopted May 8, 2018.	Authorized by Resolution #_____ of County. Adopted _____, 20____.

EXHIBIT A
MONTGOMERY COUNTY PLANNING COMMISSION
FEE SCHEDULE
for
COMMUNITY PLANNING ASSISTANCE CONTRACTS

MCPC RESOLUTION #18-5.1

The fee schedule breakdown below is based on the "planner-day" which includes planner time, staff coordination and management, all support services, and incidental expenses.

A. Planning Assistance Contract Program 2018-2020 Graduated Fee Schedule:

For the first year of a three-year contract:	**Per Planner-Day = $686.00**
For the second year of a three-year contract:	**Per Planner-Day = $693.00**
For the third year of a three-year contract:	**Per Planner-Day = $700.00**

B. Planning Assistance Contract Program 2018-2020 Flat Fee Schedule:

Per year for a three-year contract:	**Per Planner-Day = $693.00**

C. Letter of Intent Contract Program/Short-Term Contracts and Subpoenaed Appearances:

Per Planner-Day = $700.00*

**No increase for Letter of Intent for 2017*

The share of municipal governmental financial commitment shall be 50 percent of the contract's total cost as shown in Exhibit C.

A minimum number of night meetings will be specified in each contract dependent upon the work program, and they shall be calculated at the rate of two night meetings being the equivalent of one planner-day.

EXHIBIT B
CATEGORIES OF ASSISTANCE

A. General Services

1. Meeting Attendance. A professional planner(s) will be assigned to the Municipality. The planner(s) will attend meetings of the Township Planning Commission or Township Board of Commissioners as requested to review work being conducted under the planning assistance contract and to keep abreast of current planning issues and concerns to the Municipality. The planner(s) will attend other meetings, such as public hearings, Township Board of Commissioners meetings, Zoning Hearing Board meetings, meetings of other appointed agencies and boards of the Municipality, joint meetings of some or all such agencies and boards, and citizens' group meetings at which his or her attendance is appropriate (with the concurrence of the Township Board of Commissioners).

2. Act 247 Reviews. During the course of the contract, the assigned planner(s) will be responsible for all reviews (subdivision, land developments, and ordinance amendments) required by Act 247, "The Pennsylvania Municipalities Planning Code." Zoning Hearing Board reviews shall be prepared as necessary. This assistance will include detailed in-depth land development reviews as needed, which may include detailed redesign concepts and alternative zoning strategies when appropriate.

3. If any assistance required by the Municipality exceeds the scope of this contract, it is understood by both the Municipality and MCPC that the costs associated with the work program will be finalized by Letter of Intent.

B. Flexible Assistance

The planner(s) will provide contingency services and technical assistance to the Township to an extent not exceeding an average of one and a half (1.5) planner-days per month throughout the duration of the contract. The planner(s) will prepare detailed in-depth land development reviews as needed. These reviews will go beyond the traditional reviews performed by MCPC to provide a level of assistance not typically provided for under Act 247. This may include detailed redesign concepts and alternative zoning strategies when appropriate. The land development reviews will focus on sound planning and design principles as a means to guide the impacts of land development within the Township.

The planner(s) will also prepare any zoning or subdivision ordinance, or any planning study that is of a limited scope, that the Township Planning Commission, Township Commissioners, or Township staff identifies as a priority. If any assistance item(s) required by the Township exceed the scope of this contract, it is understood by both the Township and MCPC that the item(s) and the associated costs will be finalized by a Letter of Intent.

C. Structured Assistance

The Montgomery County Planning Commission will continue to provide planning, GIS and grant support work for the Fort Washington Office Park. This may include, but will not be limited to, preparation of a landscaping and signage plan for the Office Park. The Plan will: a) create a landscaping and greening plan to enhance the Office Park's revitalization plan, where appropriate, and b) develop a strategy and design standards for wayfinding and signage.

Product: MCPC will provide twenty-five (25) hard copies of the document and an electronic version for web distribution.

EXHIBIT C
CONTRACT COSTS AND MUNICIPAL SHARE
July 1, 2018 – June 30, 2021

		Total Cost	Municipal Share (50%)
Year One			
1.5	Planner Days/Month @ $686/day	$12,348.00	$ 6,174.00
Year Two			
1.5	Planner Days/Month @ $693/day	$12,474.00	$ 6,237.00
Year Three			
1.5	Planner Days/Month @ $700/day	$12,600.00	$ 5,600.00
	Total Contract Costs (Years 1-3)	**$37,422.00**	**$18,711.00**

SUMMARY OF INVOICES

Year One	
October 2018 (Invoice 1)	$3,087.00
April 2019 (Invoice 2)	$3,087.00
Year Two	
October 2019 (Invoice 3)	$3,118.50
April 2020 (Invoice 4)	$3,118.50
Year Three	
October 2020 (Invoice 5)	$3,150.00
April 2021 (Invoice 6)	$3,150.00

RESOLUTION NO. 18-2285
AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County did request and has been awarded a 2016 Transportation Alternatives Set Aside grant in the amount of $750,000 from the Pennsylvania Department of Transportation to be used for Fort Washington Cross County Trail Final Segment project.

Be it FURTHER RESOLVED, that the Township of Upper Dublin of Montgomery County did request and has been awarded a 2017 Transportation Alternatives Set Aside grant in the amount of $750,000 from the Pennsylvania Department of Transportation to be used for the Limekiln Pike Multimodal Safety Initiatives project.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Pennsylvania Department of Transportation to facilitate and assist in executing the awarded 2016 and 2017 grants.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held 6/12/2018 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this day 12th June 2018.

Paul A. Leonard, Secretary

Township of Upper Dublin
Name of Applicant

Montgomery
County

Board of Commissioners
Upper Dublin Township

By: _____
Ira S. Tackel, President

RESOLUTION
NO. 18-2286

WHEREAS, Upper Dublin Township recognizes that the Delaware Valley Regional Planning Commission provides sound and integrated land use and transportation planning and coordination of planning at all levels of government in order to:

- Support local planning projects that will lead to more residential, employment or commercial opportunities in areas designated for growth or redevelopment;
- Improve the overall character and quality of life within the region to retain and attract business and residents;
- Enhance and utilize the existing transportation infrastructure capacity to reduce demands on the region's transportation network;
- Reduce congestion and improve the transportation system's efficiency by promoting the use of transit, bike, and pedestrian transportation modes;
- Build capacity in our older suburbs and neighborhoods;
- Reinforce and implement improvements in designated Centers; and;
- Protect our environment through growth management and land preservation.; and

WHEREAS, the Transportation Demand Management Plan for Fort Washington Office Park acceptance is a review process developed by the Delaware Valley Regional Planning Commission (DVRPC) to assure compliance with municipal, county, and regional agencies and policies that meet the goals of the Delaware Valley Regional Planning Commission's long-range plan, *Connections 2045*; and

WHEREAS, the Transportation Demand Management Plan for Fort Washington Office Park acceptance may require the preparation of additional planning documents to ensure implementation as the means by which a municipality assesses the consistency of its existing community vision and planning documents with the Connections 2045 plan; and

WHEREAS, the Board of Commissioners of Upper Dublin Township have obligated the funds provided to them through the Transportation and Community Development Initiative (TCDI) to plan for the sustainable growth of Upper Dublin Township will consider inclusion of the plan in the Upper Dublin Township Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED at a duly constituted meeting of the Board of Commissioners of Upper Dublin Township on the 12th day of June, 2018.

By a vote of: 5 in favor Ø against _____ abstain

Attest:

Paul A. Leonard, Secretary

By: _____
Ira S. Tackel, President

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISIONERS

RESOLUTION NO. 18-2287

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, that

WHEREAS, the Township of Upper Dublin (the "Township") is authorized by the Municipalities Planning Code, Section 503 and Section 510, 53 P.S. §§ 10503 and 10510, to impose reasonable fees for the review of subdivision and land development plans, and for the inspection of improvements at approved subdivisions and land developments in the Township; and

WHEREAS, the Township's Subdivision and Land Development Ordinance, Chapter 212, §212-54, provides that the Township will be reimbursed for professional fees and other costs incurred in its review of subdivision and land development plans, and for professional fees and other costs incurred in inspecting improvements constructed at approved subdivisions and land developments; and

WHEREAS, the Township Fee Ordinance, Chapter 110-13 E. provides that the Township will collect engineer and professional staff review and inspection fees, for subdivision and land development plan reviews and inspection services, as established by the Board of Commissioners by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Upper Dublin as follows:

1. The engineer and professional staff review and inspection fees for subdivision and land development plan reviews and inspection services authorized at Chapter 110-13 E. shall be as follows:

. . . .

e. Inspector/Technician: $50/hr

RESOLVED, this 12th day of June, 2018.

ATTEST:

By: _____
Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: _____
Ira S. Tackel, President

RESOLUTION NO. 18-2288

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby requests a Keystone Recreation, Park and Conservation Fund Library Grant of $750,000 from the Keystone Recreation, Park, and Conservation Fund to be used for Repurposing 520 Virginia Drive for the New Location of the Upper Dublin Public Library.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Keystone Recreation, Park, and Conservation Fund to facilitate and assist in obtaining the requested grant.

Be it FURTHER RESOLVED, that the Applicant does hereby ensure the undisturbed use of the facility as a public library for the useful life of the project to be funded by the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held 6/12/2018 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin this 12th day of June, 2018.

Upper Dublin Township
Name of Applicant

Montgomery
County

Board of Commissioners
Upper Dublin Township

By: _____
Ira S. Tackel, President

_____
Paul A. Leonard, Secretary

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA
RESOLUTION NO. 18-2259
LAND DEVELOPMENT APPLICATION U.D. NO. 18-01 FOR PRELIMINARY LAND DEVELOPMENT/SUBDIVISION APPROVAL FOR THE RESIDENTIAL DEVELOPMENT KNOWN AS "122 JACKSON AVE."

WHEREAS, DHF, Inc. ("Developer") is the owner of a property located at 122 Jackson Ave., comprising approximately 0.35 acres of land (the "Property"); and,

WHEREAS, the Property is located in the NH-North Hills Zoning District; and,

WHEREAS, the Property will be developed pursuant to plans prepared by Cornerstone Consulting Engineers & Architectural, Inc., dated May 9, 2018, consisting of sheets 1 through 9 (the "Plans"), which is incorporated herein by reference and expressly made a part hereof; all of which are subject to revision or amendment prior to final plan submission or approval; and

WHEREAS, the Developer desires to obtain preliminary land development/subdivision approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary approval of the land development as shown on the Plans subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The development shall be constructed in strict accordance with the Plans, the comments and details on the Plans, the Report, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement between the Developer and the Township, in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.

3. The Developer shall comply with all conditions set forth in the review letter of the Township Engineer, Tom Fountain, dated June 11, 2018 except as modified as follows:
    a. Regarding road widening, applicant agrees to a deferral of road widening, with the estimated construction cost to be contributed to the Township (Comment #9).
    b. Regarding existing trees, applicant will preserve Tree #7 and #8 listed on the plans. Tree #1 may be removed due to construction (Comment #10).
    c. Regarding a re-design of the property frontages, the applicant is not required to comply with this item (Comment #23).
    d. Regarding stormwater design, applicant will discuss acceptable revisions with the Township Engineer, subject to the Township Engineer's review and approval (Comment #24).

4. Developer shall satisfy the following additional recommendations of the Township:
    a. Where there is any duplication of construction details in the plans, or where a 'generic' detail mimics a Township-approved detail, the requirements of the Township-approved detail will govern.

5. Developer shall provide to the Township Engineer for his approval the legal descriptions for the open space areas, easements, rights of way, walking trails and the internal roads prior to the Plans being recorded. Legal descriptions and geometric closures for the individual lots shall be provided to the Township prior to the conveyance of the individual lots/homes.

6. Developer shall provide deeds of dedication in a form and manner approved by the Township Solicitor. All deeds shall be accompanied by title insurance benefitting the Township indicating free and clear title from all liens, encumbrances, and restrictions that could adversely affect the use of the areas for roadways and other municipal purposes.

7. The Developer shall offer in recordable form, subject to the approval of the Township Solicitor, a Declaration of Covenants and Restrictions binding all of the lots in the development to the development plan, prohibiting the subdivision of the tract into a greater number of lots.

8. Developer shall comply with all applicable Township, County, Commonwealth and Federal rules, regulations, codes, ordinances, and statutes.

9. Developer shall obtain all required approvals from various agencies having jurisdiction over the Project, including but not limited to, Pennsylvania DEP, Montgomery County Health Department, Montgomery County Conservation District, Pennsylvania Department of Labor & Industry, and shall comply with all rules and regulations of these agencies.

10. All documentation shall be executed prior to recording of the Record Plans.

11. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

12. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 10th day of July, 2018.

UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL, President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034-1697
Phone: (215) 643-1600
Fax: (215) 542-0797
www.upperdublin.net

IRA S. TACKEL
President

RONALD P. FELDMAN
Vice President

REBECCA A. GUSHUE

LIZ FERRY

ROBERT H. MCGUCKIN

GARY V. SCARPELLO

MEREDITH L. FERLEGER

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

June 11, 2018

DHF, Inc.-Darren Coleman
715 Twining Road, Suite 209
Dresher, PA 19025

RE: PLAN OF SUBDIVISION
122 JACKSON AVENUE
PRELIMINARY LAND DEVELOPMENT PLAN
UD #18-01
PLAN EXPIRATION DATE: AUGUST 14, 2018

To whom it may concern:

Upper Dublin Township has received and reviewed an application for subdivision approval for the tract at 122 Jackson Avenue. We offer the following comments and requests regarding this plan:

Background
This application is a new plan submission for approval of a 4-lot subdivision. The site area is 0.35 acres net area. Improvements include 2 new multi-family buildings (twin units), driveways, stormwater, and buffering. The parcel was recently re-zoned to NH-Zoning, to permit these types of dwellings.

ZONING ORDINANCE ISSUES

1. Building drawings indicate a proposed height of 39' +/-, in excess of the allowable 35' height for this district. Revised plans and renderings should be required to assess any visual impact of the requirement to conform.

2. The existing building needs to be demolished prior to recordation of any plans.

3. References to apartments should be removed from the submitted drawings.

4. A specific lot number should be depicted for each proposed lot. Addresses will be assigned by the Township after final plan application.

5. Z.O. 255-139: Each lot needs a turnaround area for cars, to prevent backing into the roadway.

6. The on-lot parking for two vehicles requires at least 38 feet from the R-O-W line, only 34' is provided.

SUBDIVISION ORDINANCE REQUIREMENTS

7. The applicant has submitted plans titled "Preliminary/Final". The Ordinance requires submission and review of preliminary plans first, prior to filing for Final approval. We do not recommend forwarding the plan as preliminary/final while a majority of the deficiencies remain with this application.

8. The plan identifies at least two encroachments from adjacent properties, regarding either fencing or paving. Each area should either provide an easement to the adjoiner, or remove and relocate completely to the adjoining property, to avert property line issues in the future.

9. 212.15, 212.18, 212.19 Road widening, curb and sidewalk are required along the property frontage. Sidewalks must be at least 5' wide. A detail for widening of Jackson Avenue is required, including mill and overlay for the half-width of Jackson Avenue.

10. Several existing trees might be required to be preserved, based on the sizes of the trees and their location outside of the improved area. Applicant should describe in detail the reasons for removal of trees #1, #7, #8, and the rose along the front lot line.

11. 212.29: Street lighting, and interior lot lighting (driveway lamp post) needs to be indicated.

12. 212.23, 212.24, 212.25: A plan for post-construction stormwater management and typical PCSM agreement should be included with any future revised submissions. Approval from the Montgomery County Conservation District should also be provided.

13. Section 212.14.O, 212.26, 212.27: Sewage Planning approval (Act 537) from DEP shall be provided prior to final subdivision plan approval. A Sanitary service letter from the prevailing authority needs to be received. Same for the water service provider.

14. Section 212.15.A.9, 212.16.A.7: Sight distance and clear sight triangles shall be provided in accordance with ECSIP standards for all street and driveway intersections.

15. Section 212.24.C.5: The following note should be added to the record plan: "Water originating from other than natural sources, such as air-conditioning units, sump pumps or other dry weather flow, wherever practicable, shall be connected to the storm drainage system of the township or discharged into watercourses on the property, at the direction of the Township Engineer".

16. The proposed trees should be re-located onto the lot and outside of the right-of-way.

17. Note #6-regarding parking spaces, includes a reference to spaces in the garage. Garage spaces are not included in the parking space count and the note needs to be modified.

18. Note #15-regarding utilities, should include "propane tanks".

19. Plans should include a note indicating "All work is to be in accordance with PADOT 408 or Upper Dublin Township standards, whichever is greater."

20. The applicant must incorporate requirements and recommendations of the various outside Township consultants, including:
    a. Township Lighting Consultant
    b. Township Fire Marshal
    c. Township Landscape Consultant

General Plan Comments

21. The renderings depict a second-story deck. Stair locations should be included in the plan sheets, and building coverage updated to include the deck area.

22. Note #14 refers to a Homeowner's Association, but it's not clear if an HOA is needed. Applicant should clarify.

23. Although the plan indicates an even split among the four property frontages, at 31.25' each, we recommend three lots at 30' and the last lot, closest to 3245 Pennsylvania Ave., to be 35'. This will permit an increased buffer yard and additional buffer plants along the commercial property.

24. The storm inlet system will need extensive revision, based on potential for road widening, and elimination of multiple pipe crossings within the road. We will discuss alternative layouts directly with the design engineer, but the re-design will primarily include an additional inlet along the property frontage.

RECOMMENDATION: FURTHER REVIEW

The items noted in this letter should be addressed to the Township's satisfaction. If you have any questions, please do not hesitate to call.

Very truly yours,

Thomas J. Fountain, P.E.
Upper Dublin Township

cc: Paul Leonard, Township Manager
Richard Barton, Township Zoning Officer
Lee Benson, Chief of Police
Jack Smyth, P.E., Transportation Consultant
Rick Collier, Landscaping Consultant
Joe Fielder, Township Code Officer
Gil High, Township Solicitor
Tim Schuck, Township Fire Marshal
Michael Yanoff, Esq.
John Anderson, P.E. (Cornerstone)

Montgomery County 2017 Hazard Mitigation Plan Update

Municipal Adoption Resolution

Resolution No. 18-2290

Township of Upper Dublin, Montgomery County, Pennsylvania

WHEREAS, the Township of Upper Dublin, Montgomery County, Pennsylvania is most vulnerable to natural hazards which may result in loss of life and property, economic hardship, and threats to public health and safety, and

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires State and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities, and

WHEREAS, the Township of Upper Dublin acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds, and

WHEREAS, the Montgomery County 2017 Hazard Mitigation Plan has been developed by the Montgomery County Planning Commission in cooperation with other county departments, and officials and citizens of Township of Upper Dublin, and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Montgomery County 2017 Hazard Mitigation Plan, and

WHEREAS, the Montgomery County 2017 Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by natural hazards that face the County and its municipal governments,

NOW THEREFORE BE IT RESOLVED by the governing body for the Township of Upper Dublin:

- The Montgomery County 2017 Hazard Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of the Township, and
- The respective officials and agencies identified in the implementation strategy of the Montgomery County 2017 Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

ADOPTED, this 10th day of July, 2018

ATTEST:

Paul A. Leonard

Township of Upper Dublin

By Ira S. Tackel, President

By _____

By _____

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISIONERS

RESOLUTION NO. 18-2291

RESOLUTION IN SUPPORT OF HOUSE BILL 705 OF 2018 AN ACT PROVIDING FOR SAFE DRINKING WATER AND INDICATING SUPPORT FOR THE COMMONWEALTH OF PENNSYLVANIA ENVIRONMENTAL QUALITY BOARD TO SET LOWER LIMITS OF CONTAMINANTS FOR HIGHER STANDARDS FOR SAFE DRINKING WATER IN UPPER DUBLIN TOWNSHIP

WHEREAS, House Bill 705, known as the "Pennsylvania Safe Drinking Water Act" has been recently introduced into the Pennsylvania legislature; and

WHEREAS, the Pennsylvania Environmental Quality Board is considering setting maximum contaminant levels (MCLs) for Perfluorooctanoic acid (PFOA) levels; and

WHEREAS, Perfluorooctanesulfonic acid (Perfluorooctane acid or PFOS) is a related toxic compound of concern to the Upper Dublin Township Board of Commissioners for which the Pennsylvania Environmental Quality Board is being encouraged to set a maximum contaminant level;

WHEREAS, Upper Dublin Township Board of Commissioners supports safe drinking water and is concerned about these contaminants; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township supports and encourages adoption of House Bill 705 and further encourages the Pennsylvania Environmental Quality Board to set lower apparently safer standards for these contaminants and encourages the Local Representatives in Pennsylvania State Legislature to vote in support of this bill.

RESOLVED, this 10th day of July, 2018.

ATTEST:

Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By:
Ira S. Tackel, President

RESOLUTION NO: 18-1292A

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Township of Upper Dublin, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY

By: (Signature and designation of official title)
IRASS. TACKEL, PRESIDENT

I, Ira S. Tackel, Board President
(Name) (Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 10th day of July, 2018.
(Name of governing body)

DATE: 7/10/2018

(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : (215) 643 - 1600 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : 8:00AM - 5:00PM

B - Application Description

Location (*intersection*) : Limekiln Pike and Dillon Road/Meetinghouse Road

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 64-2172

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☐ YES ☒ NO **System Number (*if applicable*) :**

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Installation of video detection, radar dilemma zone detection, base mounted controller cabinet with UPS and LED signal replacement

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☒ Municipal Contractor ☐ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Bernard Brown **Company/Organization :** Upper Dublin Township

Phone # : (215) 643 - 1600 **Alternative Phone # :** **E-mail :** bbrown@upperdublin.net

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☐ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☐ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☐ Capacity Analysis	☐ Other :
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	
☐ Traffic Signal Study	☐ Condition Diagram	

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard **Date :** 7/10/2018

Signed By : [signature] **Witness or Attest :** Debra Kitta

Title of Signatory : Township Manager **Title of Witness or Attester:** Administrator

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Exhibit "A":

Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:
Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:
Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS	TYPE OF REPAIR PERMITTED
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency of Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency of Final
Signal heads	Final Only
EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

Exhibit "B":
Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

TE-160 (6-12)

Application Instructions

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.
Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.
Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(*Permit Number*): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)
Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications
Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.
School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*if applicable*):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.
Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO: 18-2928

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Township of Upper Dublin, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY

By: (Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

I, Ira S. Tackel (Name), Board President (Official Title),

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 10th day of July, 2018.
(Name of governing body)

DATE: 7/10/2018

(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : (215) 643 - 1600 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : 8:00AM - 5:00PM

B - Application Description

Location (*intersection*) : Susquehanna Road and Pinetown Road/Broad Street

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 64-1811

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☐ YES ☒ NO **System Number (*if applicable*) :**

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Replace existing inductance loops with video detection, replace LED signal indications and install countdown pedestrian signal heads

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☒ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Bernard Brown **Company/Organization :** Upper Dublin

Phone # : (215) 643 -1600 **Alternative Phone # :** **E-mail :** bbrown@upperdublin.net

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☐ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☐ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☐ Capacity Analysis	☐ Other :
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	
☐ Traffic Signal Study	☐ Condition Diagram	

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard **Date :** 7/10/2015

Signed By : [signature] **Witness or Attest :** [signature]

Title of Signatory : Township Manager **Title of Witness or Attester:** Administrator

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "A":

Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

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Cabinet	Emergency of Final
Signal heads	Final Only
EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

Exhibit "B":
Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

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This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

TE-160 (6-12)

Application Instructions

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.
Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.
Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(*Permit Number*): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)
Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications
Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.
School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*if applicable*):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.
Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO: 18-292C

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Township of Upper Dublin , Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY

Upper Dublin Township
(Name of MUNICIPALITY)

By: _____
(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

I, Ira S. Tackel, Board President
(Name) (Official Title)

of the Board of Commissioners for Upper Dublin Township , do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners , held the 10th day of July , 2018 .
(Name of governing body)

DATE: 7/10/2018

_____
(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : (215) 643 - 1600 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : 8:00AM - 5:00PM

B - Application Description

Location (*intersection*) : Susquehanna Road and Route 309 NB Off Ramp/Lincoln Drive

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 64-3531

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☒ YES ☐ NO **System Number (*if applicable*) :** I-0181

If YES, provide locations of all signalized intersections in system.

Susquehanna Rd/Fort Washington Ave; Susquehanna Rd/PA Route 309 Ramp AA/Lincoln Dr; Susquehanna Rd/Spark Dr

Explain the proposed improvements :

Replace existing inductance loops with video detection, replace LED signal indications and install countdown pedestrian signal heads

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☒ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Bernard Brown **Company/Organization :** Upper Dublin

Phone # : (215) 643 - 1600 **Alternative Phone # :** **E-mail :** bbrown@upperdublin.net

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☐ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☐ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☐ Capacity Analysis	☐ Other :
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	
☐ Traffic Signal Study	☐ Condition Diagram	

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard **Date :** 7/10/2018

Signed By : [signature] **Witness or Attest :** Deb Kittle

Title of Signatory : Township Manager **Title of Witness or Attester:** Administrator

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "A":

Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:
Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:
Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS	TYPE OF REPAIR PERMITTED
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency of Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency of Final
Signal heads	Final Only
EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "B":
Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

TE-160 (6-12)

Application Instructions

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.
Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.
Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(*Permit Number*): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)
Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications
Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.
School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*if applicable*):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.
Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO: 18-2292D

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Township of Upper Dublin, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY

By: (Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

I, Ira S. Tackel (Name), Board President (Official Title),

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 10th day of July, 2018.
(Name of governing body)

DATE: 7/10/2018

(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : (215) 643-1600 ext. 3219 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday to Friday, 8:00 AM to 5:00 PM

B - Application Description

Location (*intersection*) : Welsh Road (SR 0063) and Dreshertown Road (SR 2024)

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 64-1893

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☒ YES ☐ NO **System Number (*if applicable*) :** I-0098

If YES, provide locations of all signalized intersections in system.

Welsh Rd (SR 0063) & Jarrettown Rd/Village Rd; Welsh Rd (SR 0063) & Dresher Rd; Welsh Rd (SR 0063) & Dreshertown Rd (SR 2024); Welsh Rd (SR 0063) & Dryden Rd; Welsh Rd (SR 0063) & Blair Mill Rd (SR 2026); Welsh Rd (SR 0063) & Computer Ave; Welsh Rd (SR 0063) & Twining Rd; Welsh Rd (SR 0063) & Kimball Ave; Welsh Rd (SR 0063) & Fitzwatertown Rd (SR 2038); Blair Mill Rd intersections

Explain the proposed improvements :

Replace signal equipment and ADA ramps as needed for roadway widening; Replace ground wire detection loops to reflect new stop bar locations; Revise signal timings

Associated with Highway Occupancy Permit (HOP)?: ☒ YES ☐ NO **If YES, HOP Application # :** 137919

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : **Company/Organization :**

Phone # : **Alternative Phone # :** **E-mail :**

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☒ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☒ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☒ Capacity Analysis	☐ Other :
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	
☒ Traffic Signal Study	☒ Condition Diagram	

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard **Date :** 7/10/2018

Signed By : [signature] **Witness or Attest :** [signature]

Title of Signatory : Township Manager **Title of Witness or Attester:** Administrator

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "A":

Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

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FINAL REPAIR:
Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

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Support - Strain pole	Emergency of Final
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Pedestal	Emergency or Final
Cabinet	Emergency of Final
Signal heads	Final Only
EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

Exhibit "B":
Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

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This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

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Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

TE-160 (6-12)

Application Instructions

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.
Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.
Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(*Permit Number*): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)
Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications
Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.
School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*if applicable*):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.
Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO: 18-2292E

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Township of Upper Dublin, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY

By: (Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

I, Ira S. Tackel, Board President
(Name) (Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 10th day of July, 2018.
(Name of governing body)

DATE: 7/10/2018

(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : (215) 643-1600 ext. 3219 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday to Friday, 8:00 AM to 5:00 PM

B - Application Description

Location (*intersection*) : Welsh Road (SR 0063) and Sycamore Street/Site Access

Traffic Control Device is : ☒ **NEW** Traffic Signal ☐ **EXISTING** Traffic Signal **(*Permit Number*) :** XX-XXXX

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☒ YES ☐ NO **System Number (*if applicable*) :** I-0098

If YES, provide locations of all signalized intersections in system.

Welsh Rd (SR 0063) & Jarrettown Rd/Village Rd; Welsh Rd (SR 0063) & Dresher Rd; Welsh Rd (SR 0063) & Dreshertown Rd (SR 2024); Welsh Rd (SR 0063) & Dryden Rd; Welsh Rd (SR 0063) & Blair Mill Rd (SR 2026); Welsh Rd (SR 0063) & Computer Ave; Welsh Rd (SR 0063) & Twining Rd; Welsh Rd (SR 0063) & Kimball Ave; Welsh Rd (SR 0063) & Fitzwatertown Rd (SR 2038); Blair Mill Rd intersections

Explain the proposed improvements :

Install southbound left-turn lane and northbound right-turn lane on Dreshertown Road (SR 2024); install new traffic signal

Associated with Highway Occupancy Permit (HOP)?: ☒ YES ☐ NO **If YES, HOP Application # :** 137919

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : **Company/Organization :**

Phone # : **Alternative Phone # :** **E-mail :**

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☒ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☒ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☒ Capacity Analysis	☐ Other :
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	
☒ Traffic Signal Study	☒ Condition Diagram	

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard **Date :** 7/10/2018

Signed By : [signature] **Witness or Attest :** Deb Ritter

Title of Signatory : Township Manager **Title of Witness or Attester:** Administrator

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Exhibit "A":

Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:
Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:
Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS	TYPE OF REPAIR PERMITTED
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency of Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency of Final
Signal heads	Final Only
EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "B":

Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

TE-160 (6-12)

Application Instructions

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.
Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.
Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(*Permit Number*): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)
Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications
Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.
School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*if applicable*):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.
Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO: 18-2292F

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Township of Upper Dublin, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY

Upper Dublin Township
(Name of MUNICIPALITY)

By: _____
(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

I, Ira S. Tackel, Board President
(Name) (Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 10th day of July, 2018.
(Name of governing body)

DATE: 7/10/2018

_____
(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

RESOLUTION

BE IT RESOLVED, by authority of the _____
(Name of governing body)

of the Township of Upper Dublin , Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the _____
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)

_____
(Signature and designation of official title)

By: _____
(Signature and designation of official title)

I, _____ , _____
(Name) (Official Title)

of the _____ , do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

_____ , held the _____ day of _____ , 20_____ .
(Name of governing body)

DATE: _____

_____
(Signature and designation of official title)

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : (215) 643-1600 ext. 3219 **Alternative Phone Number :** (215) 387-8765

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday to Friday, 8:00 AM to 5:00 PM

B - Application Description

Location (*intersection*) : Welsh Road (SR 0063) and Dryden Road/Welsh Road Business Center Access

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 64-3215

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☒ YES ☐ NO **System Number (*if applicable*) :** I-0098

If YES, provide locations of all signalized intersections in system.

Welsh Rd (SR 0063) & Jarrettown Rd/Village Rd; Welsh Rd (SR 0063) & Dresher Rd; Welsh Rd (SR 0063) & Dreshertown Rd (SR 2024); Welsh Rd (SR 0063) & Dryden Rd; Welsh Rd (SR 0063) & Blair Mill Rd (SR 2026); Welsh Rd (SR 0063) & Computer Ave; Welsh Rd (SR 0063) & Twining Rd; Welsh Rd (SR 0063) & Kimball Ave; Welsh Rd (SR 0063) & Fitzwatertown Rd (SR 2038); Blair Mill Rd intersections

Explain the proposed improvements :

Install ADA curb ramps, pedestrian push buttons, countdown timers and new painted crosswalks; extend left turn lane queue for northbound Dryden Road

Associated with Highway Occupancy Permit (HOP)?: ☒ YES ☐ NO **If YES, HOP Application # :** 137919

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : **Company/Organization :**

Phone # : **Alternative Phone # :** **E-mail :**

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☒ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☒ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☒ Capacity Analysis	☐ Other :
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	
☒ Traffic Signal Study	☒ Condition Diagram	

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard **Date :** 7/10/2018

Signed By : [signature] **Witness or Attest :** Deb Ritter

Title of Signatory : Township Manager **Title of Witness or Attester:** Administrator

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Exhibit "A":

Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:
Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:
Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS	TYPE OF REPAIR PERMITTED
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency of Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency of Final
Signal heads	Final Only
EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Exhibit "B":

Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

TE-160 (6-12)

Application Instructions

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.
Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.
Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(*Permit Number*): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)
Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications
Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.
School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*if applicable*):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.
Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO: 18-292-6

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Township of Upper Dublin, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY

By: (Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

I, Ira S. Tackel (Name), Board President (Official Title),

of the Board of Commissioners for Upper Dublin Township (Name of governing body and MUNICIPALITY), do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners (Name of governing body), held the 10th day of July, 2018.

DATE: 7/10/2018

(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : (215) 643-1600 **Alternative Phone Number :** (215) 387-8765

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : Monday to Friday, 8:00 AM to 5:00 PM

B - Application Description

Location (*intersection*) : Welsh Road (SR 0063) and Computer Avenue/Prudential Access East

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 64-0526

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☒ YES ☐ NO **System Number (*if applicable*) :** I-0098

If YES, provide locations of all signalized intersections in system.

Welsh Rd (SR 0063) & Jarrettown Rd/Village Rd; Welsh Rd (SR 0063) & Dresher Rd; Welsh Rd (SR 0063) & Dreshertown Rd (SR 2024); Welsh Rd (SR 0063) & Dryden Rd; Welsh Rd (SR 0063) & Blair Mill Rd (SR 2026); Welsh Rd (SR 0063) & Computer Ave; Welsh Rd (SR 0063) & Twining Rd; Welsh Rd (SR 0063) & Kimball Ave; Welsh Rd (SR 0063) & Fitzwatertown Rd (SR 2038); Blair Mill Rd intersections

Explain the proposed improvements :

Update clearance intervals

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : **Company/Organization :**

Phone # : **Alternative Phone # :** **E-mail :**

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☐ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☒ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☐ Capacity Analysis	☐ Other :
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	
☒ Traffic Signal Study	☐ Condition Diagram	

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard **Date :** 7/10/2018

Signed By : [signature] **Witness or Attest :** Deb Kitts

Title of Signatory : Township Manager **Title of Witness or Attester:** Administrator

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Exhibit "A":

Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

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Cabinet	Emergency of Final
Signal heads	Final Only
EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Exhibit "B":
Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

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DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
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3. An ability to supervise subordinate personnel effectively in the assignment of their work.
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3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

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5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

TE-160 (6-12)

Application Instructions

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

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Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.
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B - Application Description

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Please include any State Route and/or local road names in your description.

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School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*if applicable*):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.
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Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

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E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA

RESOLUTION NO. 18-2293

RESOLUTION TO ESTABLISH PRESERVATION AND FAÇADE EASEMENTS TO RESTORE AND MAINTAIN THE HISTORIC ASSETS AT THE DEVELOPMENT KNOWN AS THE "MATTISON ESTATE" (701 SOUTH BETHLEHEM PIKE)

WHEREAS, Lindenwold Residential Associates, LLC ("Developer") is the equitable owner of a 45.523 acre tract of land located at 701 South Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania, at the intersection of South Bethlehem Pike and Lindenwold Terrace, with approximately 1300 feet of frontage on Bethlehem Pike, tax parcel numbers 54-00-02290-005 and 54-00-06163-002 (the "Property"); and,

WHEREAS, the Property is subject to a Declaration of Covenants and Restrictions dated November 21, 2014, recorded in the Montgomery County Recorder of Deeds at Deed Book 5937, page 01405, which Declaration, *inter alia*, sets forth specific restrictions and specific obligations with regard to the development of the Property, the preservation of the significant historic assets located at the Property, and the application of architectural standards consistent with the significant historic resources (a copy of the 2014 Declaration of Covenants and Restrictions is attached hereto as Exhibit "A"); and,

WHEREAS, Developer has proposed a mixed use development for the Property known as "The Mattison Estate" pursuant to the provisions of the MRH Mixed Use Residential-Historic

District consisting of 32 twin homes, 72 townhomes and 250 independent senior living apartments with structured parking and associated amenities (the "Project"); and,

WHEREAS, the Board of Commissioners on May 9, 2017, granted Conditional Use approval for the mixed use residential-historic district development, pursuant to the provisions of the Upper Dublin Township Code, Chapter 255, Article XXXVII, §§ 255-281 – 255.286 (a copy of the Conditional Use approval dated May 9, 2017, is attached hereto as Exhibit "B," incorporated by reference and expressly made a part hereof); and,

WHEREAS, the Board of Commissioners on March 13, 2018 granted preliminary/final land development conditional approval of Land Development Application No. U.D. 16-06 for the development known as the "Mattison Estate" through the adoption of Resolution No. 18-2273 (a copy of Resolution No. 18-2273 dated March 13, 2018 is attached hereto as Exhibit "C") incorporated by reference and expressly made a part hereof); and,

WHEREAS, the Developer has proposed to comply with the 2014 Declaration of Covenants and Restrictions through the execution and recordation of the following implementing documents concurrent with the Developer taking title to the property:

(a) Declaration of Reciprocal Easements and Restrictions, a copy of which is attached hereto as Exhibit "D".

(b) The Preservation Alliance for Greater Philadelphia Deed of Preservation Easement for the Castle at Mattison Estate/St. Mary's Villa, a copy of which is attached hereto as Exhibit "E".

(c) The Preservation Alliance for Greater Philadelphia Deed of Preservation Easement for Mattison Estate/St. Mary's Villa Site Resources, a copy of which is attached hereto as Exhibit "F".

(d) The Preservation Alliance for Greater Philadelphia Deed of Preservation Façade Easement for the Lindenwold Terrace Gatehouse, attached hereto as Exhibit "G".

(e) The Preservation Alliance for Greater Philadelphia Deed of Preservation Façade Easement for the Bethlehem Pike Gatehouse, a copy of which is attached hereto as Exhibit "H" and incorporated by reference.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby approves the establishment of Preservation and Façade Easements to restore and maintain the significant and historic assets at the Mattison Estate/St. Mary's Villa, subject to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The Declaration of Reciprocal Easements and Restrictions shall be subject to the final review and approval by Township staff and Township Solicitor's Office.

3. The Preservation Alliance for Greater Philadelphia Deed of Preservation Easement for the Castle at Mattison Estate/St. Mary's Villa, shall be subject to the final review and approval of the Preservation Alliance for Greater Philadelphia, Township staff and the Township Solicitor's Office.

4. The Preservation Alliance for Greater Philadelphia Deed of Preservation Easement for the Mattison Estate/St. Mary's Villa Site Resources shall be subject to the final review and approval of the Preservation Alliance for Greater Philadelphia, Township staff and the Township Solicitor's Office.

5. The Preservation Alliance for Greater Philadelphia Deed of Preservation Easement for the Lindenwold Terrace Gatehouse shall be subject to the final review and approval of the Preservation Alliance for Greater Philadelphia, Township staff and the Township Solicitor's Office.

6. The Preservation Alliance for Greater Philadelphia Deed of Preservation Façade Easement for the Bethlehem Pike Gatehouse shall be subject to the final review and approval of the Preservation Alliance for Greater Philadelphia, Township staff and the Township Solicitor's Office.

7. Developer shall comply fully with the Conditional Use Approval dated May 9, 2017, attached as Exhibit "B" to this Resolution.

8. The Developer shall comply fully with the Preliminary/Final Land Development Conditional Approval for the development known as Mattison Estate, Resolution No. 18-2273, dated March 13, 2018, attached hereto as Exhibit "C".

Approved by the Board of Commissioners of Upper Dublin Township this 14th day of August, 2018.

UPPER DUBLIN TOWNSHIP

BY: _____
IRA S. TACKEL, President

Attest:

_____
PAUL A. LEONARD, Secretary

EXHIBIT A

2014 DECLARATION OF COVENANTS AND RESTRICTIONS

RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5937 PG 01405 to 01443
INSTRUMENT # : 2014082082
RECORDED DATE: 12/08/2014 03:18:49 PM

3148496-0009.

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Document Type:	Deed Miscellaneous	**Transaction #:**	3140583 - 1 Doc(s)
Document Date:	11/21/2014	**Document Page Count:**	38
Reference Info:		**Operator Id:**	dkrasley

RETURN TO: (Pickup)
HIGH SWARTZ LLP
40 E AIRY ST
NORRISTOWN, PA 19401

PAID BY:
HIGH SWARTZ LLP

*** PROPERTY DATA:**

Parcel ID #:	54-00-02290-00-5	54-00-06163-00-2
Address:	701 BETHLEHEM PIKE	FARM LN
	PA	PA
Municipality:		
School District:		

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee:Deed Miscellaneous	$69.00
Additional Pages Fee	$68.00
Additional Parcels Fee	$10.00
Total:	$147.00

DEED BK 5937 PG 01405 to 01443
Recorded Date: 12/08/2014 03:18:49 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.

Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

RECORDER OF DEEDS
MONTGOMERY COUNTY

2014 DEC -8 PM 2:55

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-02290-00-5 UPPER DUBLIN
701 BETHLEHEM PIKE
SISTERS OF THE HOLY FAMILY OF NAZARETH $15.00
B 026 U 019 L 1 5978 DATE: 12/05/2014 LG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-06163-00-2 UPPER DUBLIN
FARM LN
SISTERS OF THE HOLY FAMILY OF NAZARETH $10.00
B 026A U 006 L 2 5900 DATE: 12/05/2014 LG

Prepared by and
Return to:

Gilbert P. High, Jr., Esquire
High Swartz LLP
40 East Airy Street
Norristown, PA 19401
610-275-0700

Parcel Nos. 54-00-02290-00-5
54-00-06163-00-2

DECLARATION OF COVENANTS AND RESTRICTIONS

DECLARATION OF COVENANTS AND RESTRICTIONS IS BEING RERECORDED TO ADD PAGES AND ALSO ADD EXHIBITS A, B, C AND D.

HIGH SWARTZ LLP

By: _____
David J. Brooman

RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5936 PG 01827 to 01831
INSTRUMENT # : 2014080372
RECORDED DATE: 12/02/2014 11:21:16 AM

3146349-0005S

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Document Type:	Deed Miscellaneous	**Transaction #:**	3137918 - 1 Doc(s)
Document Date:	11/21/2014	**Document Page Count:**	4
Reference Info:		**Operator Id:**	lalexand

RETURN TO: (Pickup)
HIGH SWARTZ LLP
40 E AIRY ST
NORRISTOWN, PA 19401

PAID BY:
HIGH SWARTZ LLP

*** PROPERTY DATA:**

Parcel ID #:	54-00-06163-00-2	54-00-02290-00-5
Address:	FARM LN	701 BETHLEHEM PIKE
	PA	PA
Municipality:		
School District:		

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee:Deed Miscellaneous	$69.00
Additional Parcels Fee	$10.00
Total:	$79.00

DEED BK 5936 PG 01827 to 01831
Recorded Date: 12/02/2014 11:21:16 AM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.

Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 21st day of November, 2014, by Sisters of the Holy Family Nazareth-USA, Inc., an Illinois not for profit corporation ("Declarant"), on its behalf, as well as for all successors or assigns.

WITNESSETH:

WHEREAS, Declarant owns that certain parcel of real property containing 45 acres, more or less, situate with frontage on Bethlehem Pike and Lindenwold Terrace in Upper Dublin Township, Montgomery County, Pennsylvania, being Tax Parcel Nos. 54-00-02290-00-5 and 54-00-06163-00-2 ("Property"); and

WHEREAS, the Declarant has determined to impose specific restrictions, as well as specific obligations with regard to any future development of the Property for a "Historic Preservation Mixed Residential Community", as that term is defined in Section 2B on page 2 of the attached Exhibit "A", all as more specifically set forth hereinbelow (collectively, the "Limitations"); and

WHEREAS, the Declarant acknowledges that the Limitations must run with the land and, therefore, it is necessary that the Declarant create and impose covenants and restrictions setting forth the Limitations applicable in the event the Property is developed as a Historic Preservation Mixed Residential Community; and

WHEREAS, the Declarant, for itself, as well as its successors and assigns, by this Declaration hereby establishes as specific covenants running with the Property, in perpetuity, the Limitations as set forth below and in the attached Exhibits.

NOW, THEREFORE, intending to be legally bound hereby, Declarant hereby declares as follows:

1. It is the intention of the Declarant that the Property be developed in accordance with a Zoning Ordinance amendment currently under consideration by the Board of Commissioners ("Board") of Upper Dublin Township ("Township") allowing for a "Historic Preservation Mixed Residential Community" ("Community"), the development criteria for such Community as set forth in Exhibit "A" attached hereto and incorporated by reference. If the Board enacts an Ordinance containing the provisions substantially as set forth on Exhibit "A" attached hereto, and upon expiration of the time period for the filing of an appeal from the enactment, or in the event of an appeal, following the ultimate sustaining of the enactment by the appropriate court of competent jurisdiction, all terms and provisions of this Declaration shall be deemed fully binding upon the Declarant, its successors and assigns, in regard to any development of a Community on the Property. If the Board does not adopt an Ordinance before December 31, 2014 allowing for development of a Community, or in the event of an appeal from enactment which appeal is ultimately sustained, then this Declaration shall automatically be deemed null, void and have no further force or effect (retroactive to the date of recording of this Declaration, if this Declaration has, in fact, been recorded) without the need for any further documentation or the recording of any termination agreement or document.

2. This Covenant shall be enforceable by Upper Dublin Township, its successors and assigns. Likewise, the obligations of the Homeowners Association, Condominium Association and/or association of such parties working together for the continued maintenance of the Community (individually and/or collectively the "HOA") shall be enforced by Upper Dublin Township, which shall be granted the right to file a municipal lien against property of the HOA and the individual members in the event the Township shall expend funds to satisfy the HOA's obligation or to seek judicial relief compelling any action or non-action of the HOA.

3. Declarant recognizes the unique nature of the Property due to specific historic buildings, structures and features situate thereon and is desirous of establishing Limitations to facilitate preservation of these specific historic buildings, structures and features as part of any future Community. The following historic buildings, structures and features shall be incorporated into the development of any Community, preserved and maintained in perpetuity, in a manner suitable to Board which may involve modification in the area, structural form and location of same as acceptable to Board (collectively the "Historic Features"):

(a) Castle

(b) Sunken Garden

(c) Stone Entrances, Gatehouses and Iron Gates

(d) Perimeter Stone Walls

(e) Lake and Retaining Walls

(f) Gazebo

(g) Formal Gardens

(h) View Corridors

(i) Statuary

(j) Springhouse

4. Declarant incorporates into this Declaration as express Limitations in the development of any Community the architectural design standards, bulk, spacing, height and setback criteria, as well as standards governing building materials, building articulation and standards for rehabilitation of the Historic Features as set forth on Exhibit "B" attached hereto and incorporated by reference.

5. Declarant incorporates into this Declaration as express Limitations in the development of any Community the further design standards and provisions set forth below:

(a) The perimeter setback for any dwelling unit from a Township road right-of-way shall be 80 feet with the exception that a maximum of four dwelling units, consisting of two buildings each with two semi-detached dwellings, may be set back generally as depicted on Exhibit "C" attached hereto and incorporated by reference. All dwelling units on any interior roadway which is parallel to a Township Road shall have the front of the dwelling facing the Township road.

(b) There shall be a maximum of eight dwelling units, consisting of four buildings each with two semi-detached dwelling units, that may be constructed between an interior road constructed parallel with the Bethlehem Pike right-of-way, said units to be positioned between the interior road and Bethlehem Pike. Exhibit "C" depicts the positioning of such dwelling units. The perimeter setback from the Bethlehem Pike right-of-way for such buildings and dwelling units shall not be less than as depicted on Exhibit "C" attached hereto.

(c) The minimum setback between an adjoining residential property line and a future interior roadway shall not be less than as depicted on Exhibit "C" attached hereto.

(d) No fencing or accessory structure, in the nature of a deck, porch, patio, Jacuzzi/spa, sitting wall or fence, may encroach greater than 20 feet from a dwelling unit into any required perimeter setback from either a state or Township roadway. No shed of any nature may be placed within that 20 foot setback encroachment. No fence placed within the 20 foot setback encroachment which is parallel to the rear of a dwelling unit shall exceed the height of 48 inches, nor may any such fence extending out from and as a divider between dwelling units exceed six feet in height.

(e) No parking spaces may be positioned in front of the castle/historic building which is to be incorporated into the Senior Independent Living Campus component of the Community, such that the view shed from Bethlehem Pike to the castle shall not be impaired by any parking spaces or parked cars. Exhibit "D" attached hereto and incorporated by reference depicts the area across the front exposure of the castle which is to be maintained free of any parking spaces or parked cars.

(f) Tree preservation, screening and buffering requirements as set forth in the Township Subdivision and Land Development Code shall apply to development of the Community. In the event of conflict between the Subdivision and Land Development Code and attached Exhibit "A" or the Township Zoning Code, the Subdivision and Land Development Code shall control.

(g) If specified as a condition of conditional use approval or as a requirement of final land development plan approval for a Community by the Board, the land development plan shall provide for a trail to connect from the gatehouse entry at the bend of the road of Lindenwold Terrace extending through the open space at the rear of the Community, where the lake is located, over to Loch Alsh Avenue. This trail shall be available for public use and constructed contemporaneous with the installation of the development improvements within the Community. The trail shall be owned and maintained by the HOA established to otherwise own and maintain common elements and open space within the Community.

(h) All single family attached dwelling units within the Community shall be constructed with a two car garage and space for the parking of two additional cars within the driveways servicing the unit.

(i) The provisions of Ordinance No. 1111 as adopted by Upper Dublin Township on July 8, 2003, Chapter 110-13(d) of the Township Code, imposing an open space contribution in the amount of $1,500.00 for each dwelling unit constructed by a developer comprising three or more units, shall apply to each unit constructed as part of development of the Community without regard to any conflicting provision contained in attached Exhibit "A" or in the Township Zoning Code.

(j) If PennDOT authorizes issuance of a permit for traffic signalization at the future entrance to the Community from Bethlehem Pike and/or Lindenwold Terrace, the developer of the Community shall fund and install same.

(k) There shall be included in any conditional use application for a Community, to be incorporated into the terms of conditional use approval as might be granted by the Board of Commissioners, reasonable provision for public access for visitation into the castle component of the Senior Independent Living Campus, such provision to be for reasonable times, reasonable duration, with reasonable advance notice to the owner or operator.

6. Declarant hereby accepts for itself, its successors and assigns, the imposition of all Limitations as set forth hereinabove and within the exhibits attached hereto. The Limitations set forth within Exhibit "B" shall apply to the development of any Community in addition to the provisions of the Ordinance amendment to be enacted by the Board. To the extent that any Limitations are more restrictive or impose a greater obligation than the provisions contained within the enacted Ordinance amendment, the terms and provisions of this Declaration and of Exhibit "B" shall supersede and be controlling.

IN WITNESS WHEREOF, the below Declarant has executed this Declaration this 21 day of November, 2014.

Attest:

SISTERS OF THE HOLY FAMILY
NAZARETH-USA, INC.

_____

By: Sister Teresa Mika (Seal)
~~President~~ Treasurer

STATE OF ILLINOIS :
:
COUNTY OF COOK :

On this, the 21st day of November, 2014, before me, a Notary Public, the undersigned officer, personally appeared Sister Teresa Nika, who acknowledged ~~himself~~/herself to be the ~~President~~ Treasurer of Sisters of the Holy Family Nazareth-USA, Inc., an Illinois not for profit corporation, and that ~~he~~/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by ~~himself~~/herself as ~~President~~ Treasurer.

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

Kathleen A. Stadler (Seal)
Notary Public

KATHLEEN A STADLER
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 12, 2017

EXHIBIT "A"

AN ORDINANCE

NO. _____

AN ORDINANCE To Amend The Code Of The Township Of Upper Dublin, Chapter 255, Zoning, By The Addition Of A New Zoning District To Be Titled MRH – Mixed Use Residential - Historic District And To Set Forth The Regulations Governing Development In Such District.

The Board of Commissioners of the Township of Upper Dublin hereby ordains:

Section 1. The Code of Upper Dublin Township, Chapter 255, Zoning, shall be amended by the addition of a new Article XXXVII, MRH – Mixed Use Residential - Historic District, to provide as follows:

ARTICLE XXXVII

MRH – Mixed Use Residential - Historic District

§255-281. Legislative Intent.

It is the intent of this Article to provide for the preservation of meaningful historical buildings, structures and features on property proposed for mixed use residential – development by the establishment of reasonable zoning standards to promote the desirable benefits which will follow the development of a mixed use residential community which will preserve as part of the community significant historical buildings, structures and features. Design criteria shall include standards governing use type and mix, dwelling unit density, parking requirements, dwelling unit setbacks from internal roadways and from historic buildings as well as perimeter setbacks, which standards are to ensure that the community will not exert an adverse impact on the historical buildings, structures and features nor on surrounding neighborhoods.

§255-282. Use Regulations and Definitions.

Within the MRH – Mixed Use Residential – Historic District, one or more buildings may be erected or used, and a lot may be used or occupied, for any of the following purposes:

A. The uses permitted by right, by special exception and by conditional use in Article XIII, INST - Institutional District, § 255-88, § 255-90 (Life Care Complexes) and § 255-90.1 (Senior Assisted Living Residence), subject to the regulations set forth at § 255-87 through § 255-91, as applicable to such use.

B. Historic Preservation Mixed Residential Community, by conditional use, subject to the provisions set forth in this article.

C. "Historic Preservation Mixed Residential Community," as used in this section, shall mean a planned development comprised of a mix of uses, which mix of uses may include:

1. Single Family Detached Dwelling.

2. Twin Dwelling.

3. Townhouse Dwelling.

4. Apartment Building (with condominium ownership governed by Uniform Condominium Act).

5. Senior Independent Living Campus.

6. Office.

D. "Senior Independent Living Campus," as used in this section, shall mean a residential facility which consists of private Dwelling Units to be occupied by persons at least one of which is age 55 or over, with accessory uses, supportive social residential services such as dining facilities, housekeeping, medical and support services, security and 24-hour-monitoring, an emergency call system, recreational facilities including a fitness center with indoor pool, wellness promotion, exercise programs, local transportation, educational and special events, laundry services and social and recreational programs, together with accessory uses appropriate for allowing independent older adults to age in place, as well as accessory structures for maintenance services and equipment. If a building with historic value is to be preserved as part of the Senior Independent Living Campus, a maximum of 10% of the total residential Dwelling Units may be located within the preserved historic building, which are not subject to the minimum 55 years of age limitation, provided that no occupant of any such Dwelling Unit may be 19 years of age or under, other than a visitor whose occupancy shall not exceed 90 days in any calendar year.

§255-283. Senior Independent Living Campus Residence Regulations.

The following requirements shall apply to the Senior Independent Living Campus component of a Historic Preservation Mixed Residential Community:

A. The minimum unit size for each dwelling unit occupied by one resident shall be 500 SF. The minimum unit size for each dwelling unit occupied by two residents shall be 700 SF.

B. No more than two residents shall be permitted to reside in any dwelling unit plus a caregiver

C. Each dwelling unit shall contain a fully private bathroom (including toilet, bathtub and/or shower and vanity/sink), personal closet space, emergency call systems, lockable entry doors accessible by master key or similar system available at all times in the senior independent living campus residence and for designated staff, and pre-wiring for private telephone, internet and television reception.

D. No less than 80 square feet of floor area per dwelling unit shall be provided for community common areas for dining, active and passive recreation, circulation and socialization, exclusive of hallways and passageways and inclusive of common areas designated in the historic structures.

E. A dining area or areas shall be provided, together with a private dining room available for use by residents and their families and guests for private visitation and entertaining.

F. All residential units shall be part of a complex, similar to multifamily housing. No stand-alone units or townhouses shall be permitted.

§255-284. Development regulations.

The following area, bulk, density, area, dimensional, building height, parking and buffer regulations shall apply to the Historic Preservation Mixed Residential Community use:

A. Lot area. A lot area of not less than forty (40) acres with a minimum width of 800 feet at the existing legal right-of-way of at least one bordering roadway.

B. Use and Dwelling Unit mix.

1. The community shall contain a minimum of three of the permitted residential uses identified in § 255-282 C. hereinabove, one of which shall be the Senior Independent Living Campus.

2. A minimum of 50% and a maximum of 80% of the units within the community shall be Senior Independent Living Campus units. For each other residential use to be included within the community, there shall be a minimum of 5% of the total units within the community comprised of each such use.

3. Office use accessory to the Senior Independent Living Campus.

C. Density.

1. The Senior Independent Living Campus component shall have a maximum density of 14 units per acre for its portion of the overall lot area within the community, not more than 60% of the units

shall be available for double occupancy. The acreage of the lot area associated therewith shall be subtracted from the community's overall lot area and the density for the remaining lot area shall not exceed 5 units per acre.

2. Where townhouses are part of the community, the maximum number of units in each building shall be five (5) and the maximum building length shall be 160 feet.

D. Impervious surface coverage. A maximum impervious surface coverage of 40% of total lot area shall be permitted. The definition of Impervious Surface contained at §255-7 shall apply except that the horizontal surface area of a water feature such as a lake or pond, whether or not the water feature serves as part of the stormwater management system, shall not be considered an impervious surface.

E. Perimeter setbacks.

1. The following minimum setbacks shall be observed from the property line, unless the applicable setback is adjacent to a street in which case the setback shall be provided from the legal right-of-way line.

Perimeter Setback	Abutting Institutional or Non-Residential Use	Abutting Residential Use	Abutting State Road or Arterial Road	Abutting Township Road
Front	100 feet	100 feet	60 feet	60 feet
Side	100 feet	100 feet	60 feet	50 feet
Rear	100 feet	100 feet	60 feet	50 feet

2. Existing historic structures and features in the nature of perimeter walls, entrance archways and pillars and guard/gatehouses shall be exempt from these perimeter setback requirements.

3. Accessory structures to the principal building in the nature of a deck, porch, patio, Jacuzzi/spa, sitting wall or fence shall be permitted to extend a maximum of 20 feet into the applicable perimeter setback.

4. Nothing shall be placed within the 100 foot setback between existing residential property lines and apartment buildings and/or Senior Independent Living Campus buildings with the exception of an emergency driveway.

5. Internal roadways designed for single family detached, twin and/or townhouse dwelling units shall be set back a minimum of 40 feet from existing residential property lines, excepting existing internal roads which are part of historic sight lines.

6. An internal roadway may be placed within the perimeter setback along an existing State right-of-way, provided the edge of roadway is set back a minimum of 50 feet from the right-of-way and is buffered and/or bermed as viewed from the existing street.

7. An internal roadway may be placed within the perimeter setback along an existing Township right-of-way, provided the edge of roadway is set back a minimum of 20 feet from the right-of-way and is buffered and/or bermed as viewed from the existing street.

8. The minimum internal roadway setbacks specified in subsections 6 and 7 shall not apply to entrances from or exits to a State or Township road.

F. Building Height. The maximum building height, as defined in Chapter 212, the Subdivision and Land Development Ordinance, shall be 35 feet for all residential uses other than the Senior Independent Living Campus and Apartment Building. The maximum height for those uses shall be four stories, provided that any such use closer than 200 feet from any adjoining residential district shall be limited to three stories. The height of such buildings shall be compatible with the historic buildings to be preserved adjacent to or in close proximity thereto, so as to be compatible with design features of existing roof lines, inclusive of turrets, spires or similar architectural features. Otherwise, the maximum height for three stories shall be 45 feet and for four stories shall be 55 feet. Parking areas beneath a building shall not be considered a story; provided, however, the aforesaid maximum height limitations shall apply to buildings with or without such parking areas.

G. Parking shall be provided in accordance with the following standards:

1. Senior Independent Living Campus – 1.5 spaces per dwelling unit, of which 0.25 spaces per unit may be held in reserve, which spaces may include garage and driveway and designated shared or common parking spaces.

2. Townhouse– 2.5 spaces per dwelling unit, which may include garage and driveway and designated shared or common parking spaces

3. Apartment Building – 2 spaces per Dwelling Unit, which may include garage and driveway and designated shared or common parking spaces.

4. Single-Family detached and twin dwellings - 2.5 spaces per dwelling unit which may include garage and driveway.

5. Not less than 10 feet of open space shall be provided between the curb line of any common or shared parking area and the outside wall of any building. Shared or common parking with more than 12 spaces in a row shall provide a landscaped island separation of a minimum of 10 feet between further parking spaces.

H. Ownership and maintenance of interior roads and drives: Interior roads and drives shall not be dedicated, but shall be owned and maintained by an appropriate Homeowners Association, Condominium Association and/or an association of such entities working in concert for the proper use, maintenance and repair of the private roads and drives servicing the overall community.

§255-285. Building setback, spacing, buffering and screening and open space requirements.

The following building setback, spacing, buffering and screening and open space requirements shall apply to the Historic Preservation Mixed Residential Community use:

A. Lot area and width. There shall be no minimum lot size or dimension, as the required mix of residential uses will be governed by either or both Pennsylvania's Planned Community Act and/or Uniform Condominium Act.

B. The minimum setback for buildings along a private street shall be 20 feet from back of curb or back of sidewalk.

C. The minimum distance between buildings (not including decks, patios and accessory structures) shall be 20 feet regardless of the orientation of the buildings.

D. Buildings within the Senior Independent Living Campus may be interconnected by climate controlled and sprinklered walkways, either at ground level or elevated, appropriate for access between buildings within the campus. Such interconnection shall not be deemed to violate the minimum distance between buildings as set forth hereinabove.

E. Buffer and screening requirements. The buffer and screening provisions of § 255-90 G. shall apply; provided, these buffer and screening

requirements shall apply solely to the perimeter of the development property and do not establish any requirement for screening or buffering internally between the various uses proposed. Where portions of the development property are not proposed for development in proximity to existing adjoining residential development, these buffer and screening requirements shall not apply if the development property has existing woodlands, wetlands and natural features that provide comparable buffer and screening for those areas.

F. Open Space. At least 20% of the tract area shall be preserved as open space to allow for the protection of sensitive natural features, scenic views and other unique features. Portions of the open space shall allow for public access by trails or other means, while other areas may be restricted to the residents of the development. The definition of Open Space contained at §212-5 of the Subdivision and Land Development Ordinance shall apply.

§255-286. Application and review requirements.

A. Application requirements. Before a Historic Preservation Mixed Residential Community can be permitted in this District, it will be necessary for the applicant to submit an application for conditional use approval to the Upper Dublin Board of Commissioners establishing:

1. The conformance of the proposed development with this chapter and compatibility with existing and proposed land uses adjacent to the site.

2. The impact on existing floodplains, waterways, heavily wooded areas, steep slopes and other sensitive natural features, if any.

3. The impact on the Township and regional transportation system and the ability of adjacent streets and intersections to efficiently and safely handle the traffic generated by the proposed development.

4. The impact on public utilities, including but not limited to sewage disposal, water supply and storm drainage.

5. The impact upon provisions of police and fire protection.

6. The impact on the open space and recreation facilities of Upper Dublin Township.

7. The impact upon the character of the surrounding neighborhood. The applicant must show how the proposed development will address the impact upon the surrounding neighborhoods.

B. Required documentation shall include the following:

1. The location and size of the site, with evidence supporting the general adequacy for development.

2. The proposed residential density of the development and the percentage mix of permitted uses.

3. Conceptual plans of proposed utility and drainage systems.

4. Plans and renderings indicating the design, utility and aesthetic relationship of building and landscaping within the proposed development.

5. Historic Resource inventory.

6. Historic Preservation Plan, which identifies at a minimum:

   (a) Exterior architectural and building elements to be renovated and preserved for each building, structure or feature consistent with the historic period represented by each building, structure or feature.

   (b) Landscape elements (e.g. mature tree groves and specimen trees) consistent with the historic period represented by the historic buildings, structures and features and the extent to which each element will be preserved and maintained.

   (c) Interior architectural and building elements to be renovated and preserved consistent with the historical period represented by each structure.

   (d) Sight lines for visibility of historic buildings and structures on-site and off-site.

   (e) Setbacks from historic buildings, structures and features.

   (f) Declaration of Covenants and Restrictions setting forth perpetual, binding requirements addressing restoration, preservation and future funding for proper maintenance of the buildings, structures and features set forth in applicant's Historic Preservation Plan.

7. Traffic Impact Statement.

8. Fiscal Impact Statement.

9. Preliminary Grading Plan.

10. Preliminary Stormwater Management Plan.

11. Tree Removal and Preservation Plan.

12. Preliminary Landscaping Plan.

13. Sketch Plans and Architectural Renderings showing at a minimum elevations and material samples for each building type.

14. Open Space Plan with walkways and provisions for public access.

15. Common areas/shared facility plan including roads, parking areas, walkways, utilities, all historic structures and natural features, including proposed cross easements.

16. The text of covenants, easements and existing restrictions or those to be imposed upon the land or structures, including provisions for public utilities and trails for such activities as hiking or bicycling, if applicable.

C. Application review. The Upper Dublin Township Planning Commission shall review the conditional use application for compliance with the terms of this chapter, and shall submit its recommendations thereon to the Upper Dublin Township Board of Commissioners, after review by the Montgomery County Planning Commission

D. Criteria for the grant of conditional use approval. An application for conditional use shall not be granted unless the following requirements have been satisfied in addition to those set forth at § 255-194. The applicant shall have the burden of demonstrating:

1. That the property contains a significant number of historic buildings, structures, statuary and other elements of vintage, character and age to warrant the grant of conditional use approval.

2. That the proposed improvements to the historic buildings, structures, statuary and other features will preserve the distinguishing qualities and character of the historic resources and cultural landscape.

3. That the dwelling unit site layout, design and implementation of buffering, landscaping, lighting, interior circulation, access and traffic management, parking, fencing and other land development features will preserve the integrity of the historic resources.

4. That the proposed development will not have a significant adverse effect upon the surrounding neighborhoods.

E. The conditions which shall be imposed by the Board of Commissioners shall include, at a minimum, the recording of a Declaration of Covenants and Restrictions, in form and substance satisfactory to the Board of Commissioners, setting forth perpetual, binding requirements addressing restoration, preservation and future funding for proper maintenance of the buildings and features set forth in applicant's Historic Preservation Plan. Park and recreation contributions, as mandated by Township Ordinance for residential developments, shall be waived and replaced by a binding requirement, set forth in the Declaration, enforceable by the Township, requiring an amount equal thereto to be paid into a fund for proper maintenance of the aforesaid features warranting historic preservation. Existing structures suitable for and approved by the Board of Commissioners for restoration and/or renovation for residential usage, or structures in the nature of gate houses or guard houses or other similar structures appropriate for retainage or renovation into residential usage, as identified in applicant's Historic Preservation Plan, may be designated in the conditional use approval for preservation and future residential usage with allowance for siting of same on designated fee simple parcels.

F. An applicant may elect to submit a complete preliminary land development/subdivision application meeting the requirements of the Subdivision and Land Development Ordinance for processing contemporaneously with a conditional use application, provided the applicant waives, in writing, mandatory time limitations imposed upon Upper Dublin Township for action upon both the conditional use application and the preliminary land development/subdivision application to afford the Upper Dublin Township Board of Commissioners adequate time to render their decision upon both applications.

G. Internal parcel creation and designation. At the time of approval of a final land development plan for a Historic Preservation Mixed Residential Community, the Board may approve a parcel plan to be recorded in the Office for the Recording of Deeds of Montgomery County establishing separate parcels for the Senior Independent Living Campus and/or individual buildings within the campus, as well as any multi-family components to allow for independent conveyance of those parcels separate and apart from the other residential uses, as well as to allow for recording of mortgage liens and financing liens in regard to such components. As a condition to the approval of such a parcel plan, a Declaration shall be approved by Board for recording establishing requisite cross easements servicing those parcels in concert with the parcel or parcels for the development of the other residential uses as well as for requisite participation in the funding of future maintenance and repair of all common areas and shared facilities in the nature of roadways and utilities by and among all residential components within the community.

Section 2. The provisions of this Ordinance are severable, and if any section, sentence, clause, part, or provision thereof shall be held illegal, invalid, or unconstitutional by any Court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this ordinance. It is hereby declared to be the intent of the Board that this ordinance would have been adopted if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

Section 3. The provisions as set forth herein shall supersede any conflicting provision of this Chapter 255-Zoning.

Section 4. This Ordinance shall take effect and be in force from and after its approval as required by law.

Enacted by the Board of Commissioners of Upper Dublin Township this day of , 2014.

BOARD OF COMMISSIONERS OF THE TOWNSHIP OF UPPER DUBLIN

_____
Ira S. Tackel, President

ATTEST:

_____
Paul A. Leonard, Secretary/Township Manager

EXHIBIT "B"

Architectural Design, Development and Building Standards and Guidelines for the Rehabilitation and Preservation of Historic Buildings, Structures, and Features – St. Mary's Villa Property

1. General

These Architectural Design Standards and Guidelines are provided to assure that new development on the St. Mary's Villa property respects the character of the key historic structures and features of the site, including the following:

- New development shall respect the historic role of the "Castle" as the commanding feature of the site. New buildings shall be designed to minimize their apparent height, through setbacks, changes in materials, etc. No part of any new structure shall exceed in height the elevation of the bottom of the crenellations of the ramparts of the main 3-story sections of the "Castle." Buildings will decrease in height with distance from the "Castle."

- New development shall respect the historic view shed of the "Castle", from Bethlehem Pike at Mattison Avenue (See Figure 1). Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of the historic features.

- New development shall respect the historic context and view shed from the Lindenwold Terrace Gateway, including the Gatehouse, entry way, stone walls, driveway between the sunken garden and Loch Linden, and associated statuary and "gazebo." (See Figure 1) Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of the historic features.

- New development shall respect the historic landscape view shed looking southeast from the original main entrance at the corner of Lindenwold Terrace at Bethlehem Pike (See Figure 1). Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of historic features.

- New development shall respect the historic landscape view shed at the historic southwest gatehouse and entry at Church Street (See Figure 1). Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of historic features.

- The materials and colors of new buildings shall respond to and compliment the materials and colors of the historic structures and features.

- New development will respect the setting of the original stone walls and associated landscaping along Bethlehem Pike and Lindenwold Terrace. Any fencing shall be setback at a minimum of 10' from the walls, be no more than 48" in height, and shall be screened by landscaping. Yard fencing may be painted metal picket fencing or wood. Privacy fencing higher than 48" shall be setback a minimum of 20' from the stone walls. Notwithstanding anything to the contrary, all fencing and landscaping shall comply with the requirements of all Township Codes and regulations, including Chapter 255 Zoning and Chapter 272 Subdivision and Land Development.

2. Compliance

Schematic Design drawings shall be submitted in conjunction with the Conditional Use application demonstrating how the buildings proposed will comply with these architectural design standards. The application shall include exterior materials samples, and the following:

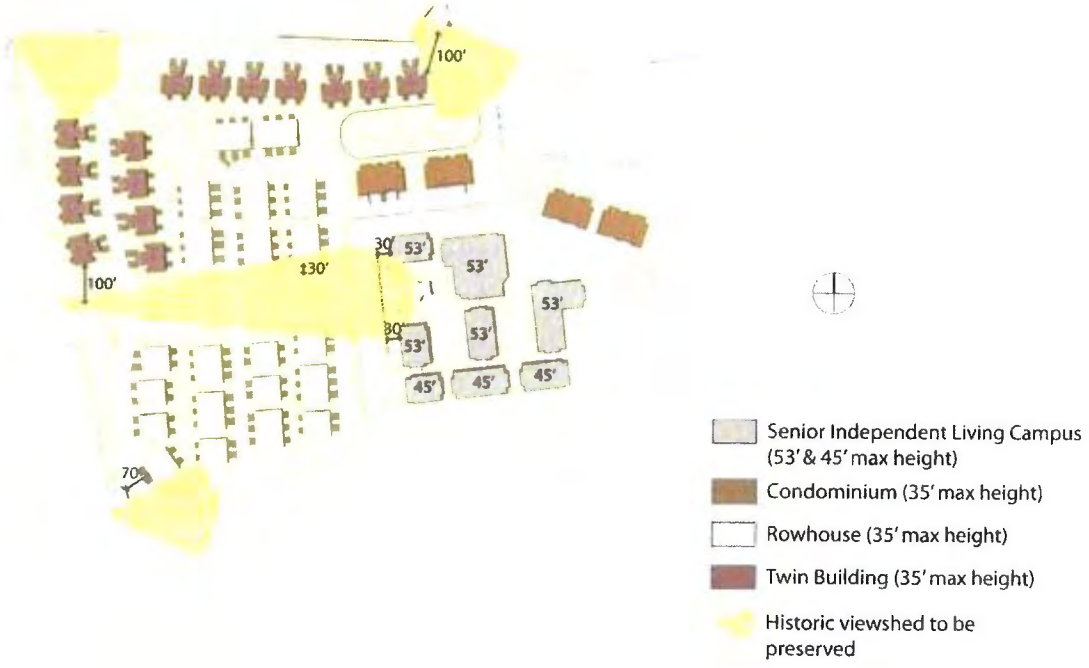
- Schematic Building elevations drawn to scale showing relationship to historic structures, and materials and colors
- Schematic 3-dimensional digital model showing relationship of new buildings to historic structures, materials and colors
- Schematic Site Plan drawn to scale
- Schematic Colored rendering
- Schematic Colored landscape plan

Township review and approval of the above building elevations and materials in conjunction with review and approval by a professional architect selected by the Township will be required for Conditional Use approval.

3. Building Height and Massing

No new building, including the peak of any pitched roof, shall exceed in height the height of the bottom of the crenellations of the ramparts of the "castle". Building heights shall not exceed the limits as indicated on Figure 1 site plan.

Figure 1: Annotated Site Plan with Building Heights, Setbacks, and Historic Viewsheds



a) Senior Independent Living Campus

i. The height of new buildings, including the peaks of any pitched roofs, adjacent to the "Castle", as viewed from the Mattison Avenue View Shed, shall not exceed the height of the bottom of the crenellations of the ramparts of main roof of the "Castle", assumed to be 53' above the grade plane at the "Castle", but subject to field verification. Such buildings may not exceed 4 stories, plus parking within a semi-basement. Roof-mounted condenser units located in the middle section of the roof may extend above the maximum height, as long as such equipment is not visible from a point 5' above grade at any point on the site. (Figures 2 & 3). Chimneys may extend above the maximum height, as long as the materials and design are architecturally consistent with the design of the building.

ii. No horizontally or vertically continuous exterior wall element of a building shall extend above 43', or be more than 3 stories in height. Any building volume and 4th floor above this line shall be setback from the main vertical plane of the building a minimum of 2'-0", or be located within a pitched roof or mansard type roof structure behind parapet walls. Features such as gables or dormers providing windows to the 4th floor may extend on the same wall plane as the wall below, above the stone band. (Figures 2 & 3)

iii. Buildings abutting the "Castle" shall not exceed 4 stories plus parking in a semi-basement, or shall not exceed the height of the bottom of the crenellations of the ramparts of main roof of the "Castle" (assumed to be 53' above the grade plane at the "Castle", but subject to field verification), including the peaks of any pitched roof. (Figure 2)

Figure 2: Senior Independent Living Campus Building Heights Adjacent to the Castle

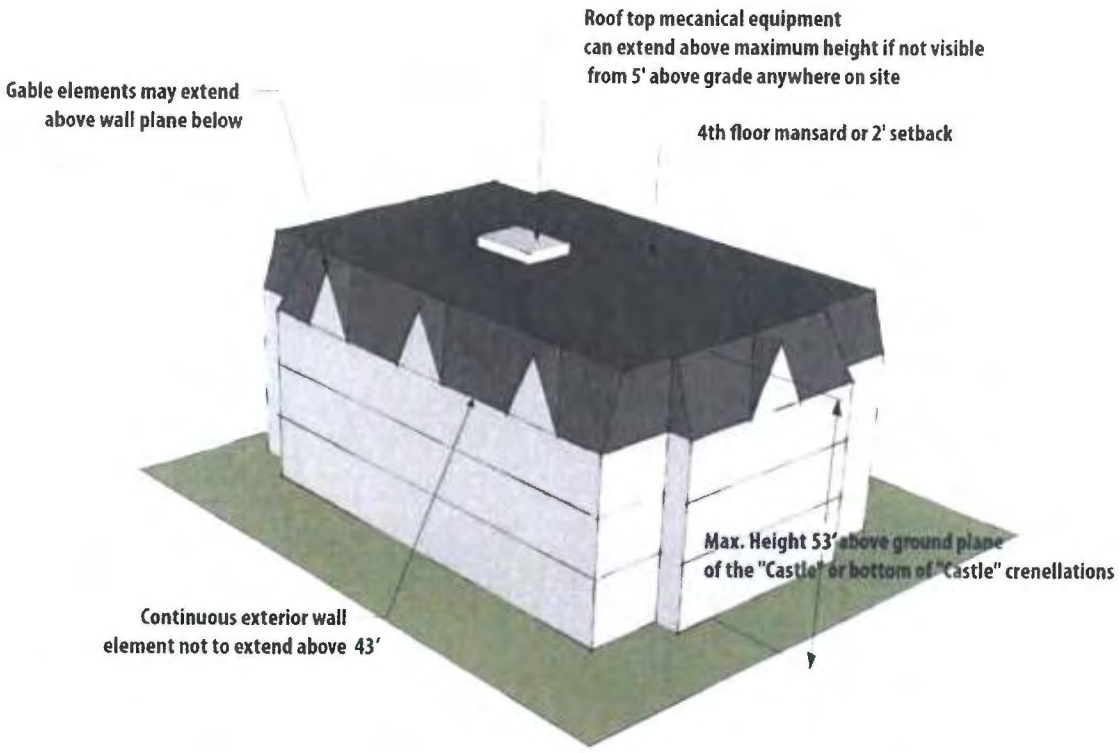
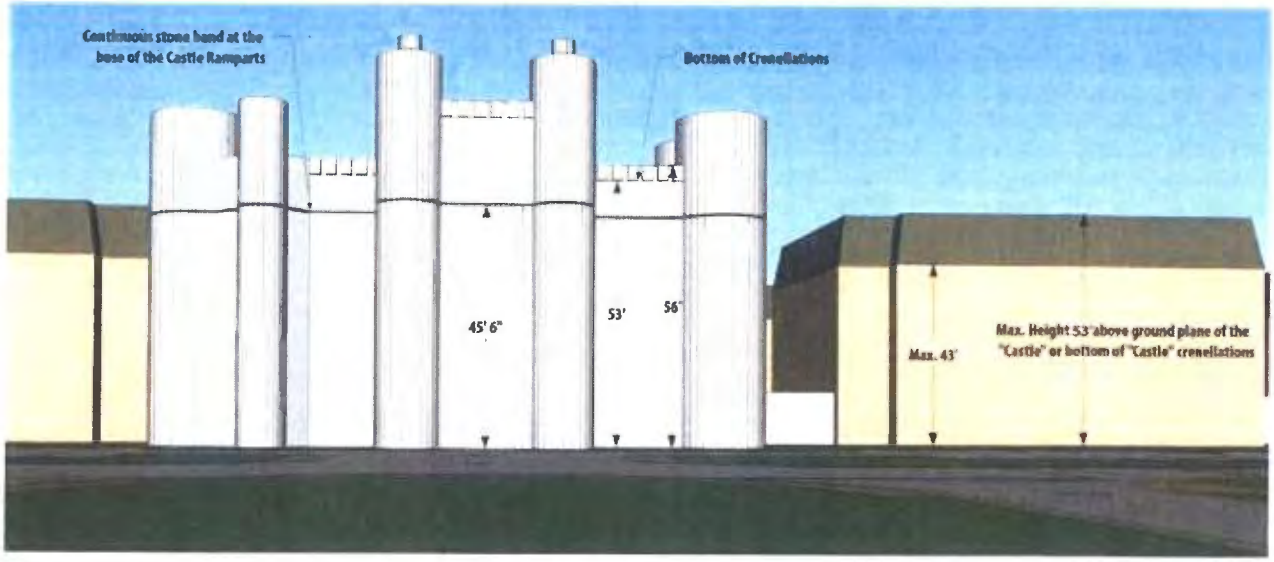
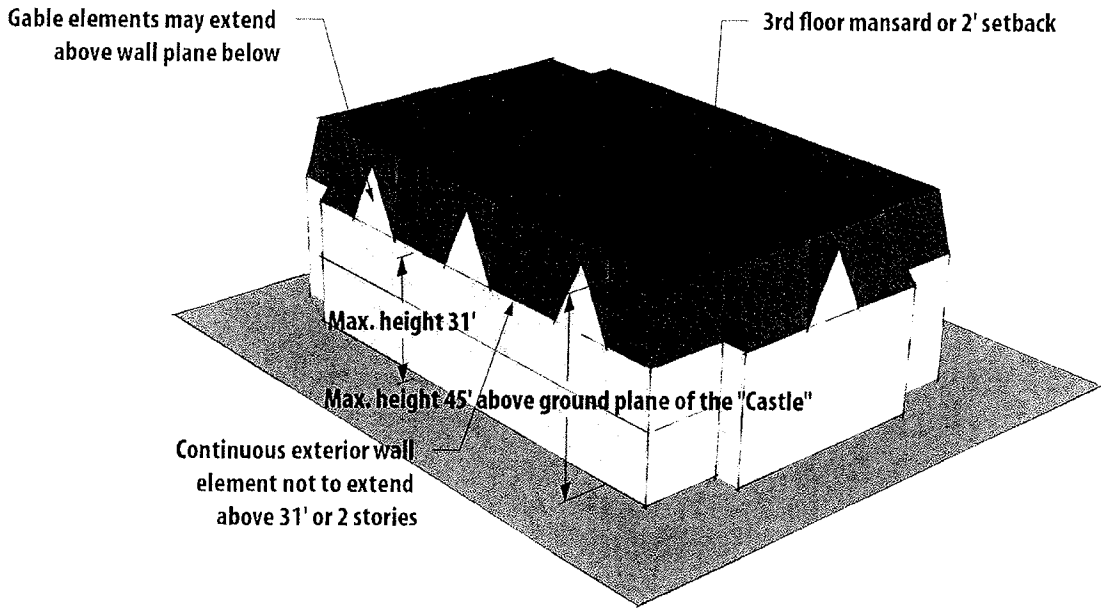


Figure 3: Senior Independent Living Campus Building Heights Adjacent to the Castle



iv. Buildings facing the rear of Villa Drive shall not exceed 3 stories plus parking within a semi-basement, or 45 feet in height above the grade plane at the "Castle", including the peaks of any pitched roofs. No horizontally or vertically continuous exterior wall element of any building shall extend above a height of 31 feet above the average ground plane at the building, or be more than 2 stories in height. Any building volume and 3rd floor above this height shall be setback a minimum of 2'-0", or be located within a pitched roof or a mansard type roof structure behind parapet walls. Features such as windowed gables or dormers may extend on the same wall plane as the wall below, above the 31-foot height to provide windows to the third floor. (Figure 4)

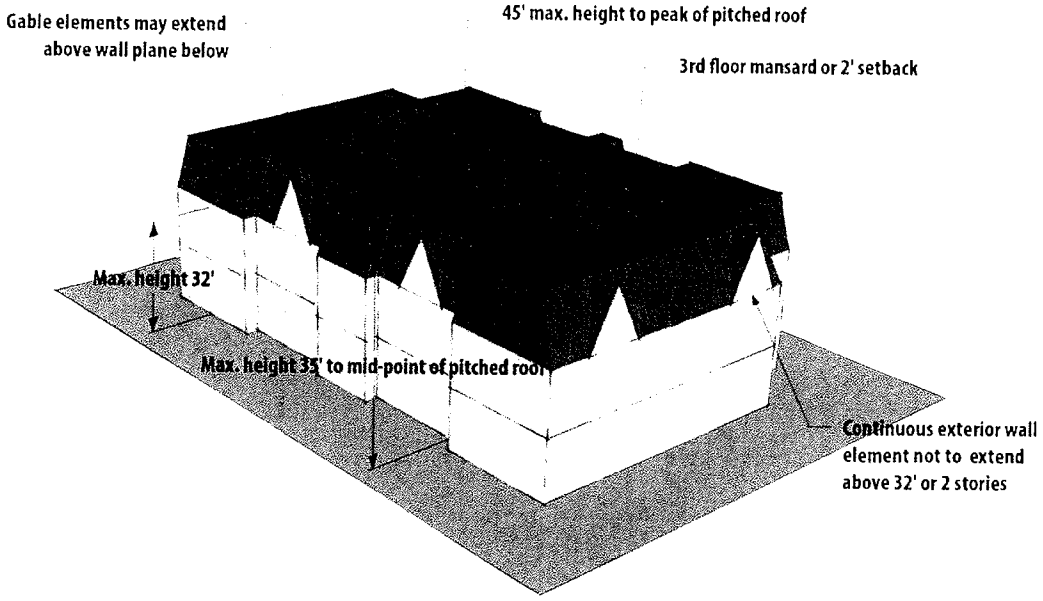
Figure 4: Senior Living Campus Building Heights Facing Villa Drive



b) Condominium Apartments

i. The condominium apartment buildings shall not exceed 3 stories in height plus semi-basement parking or 35 feet in height. Such maximum height shall be measured from the first floor elevation to the mid-point of any pitched roof. Height to the peak of any pitched roof shall not exceed 45'. No horizontally or vertically continuous wall element of any building shall extend above 2 stories or 32 feet in height. Any building volume and third floor above the height shall be setback a minimum of 2'-0" or be located within a pitched or mansard type roof structure behind parapet walls. Features such as gabled dormers associated with mansard type roofs behind parapet walls may extend on the same wall plane as the wall below, above the 32' height, to provide windows to the third floor. Chimneys may extend above the maximum height, as long as the materials and design are architecturally consistent with the design of the building. (Figure 5)

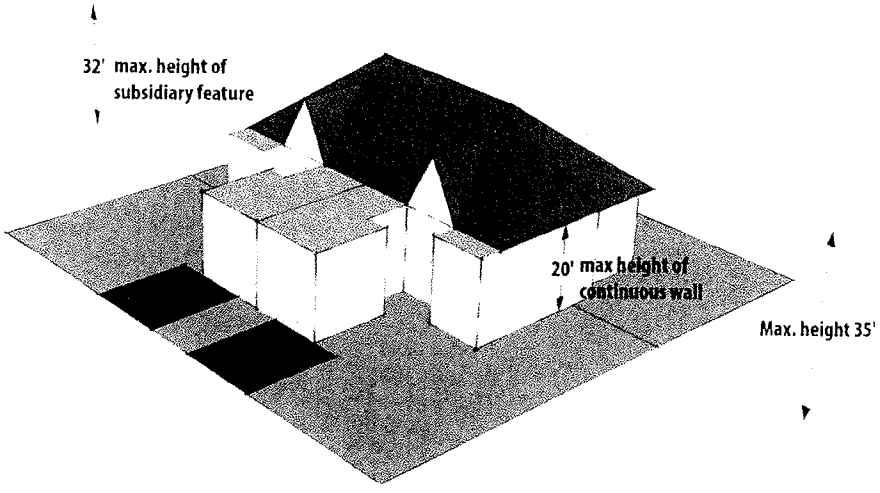
Figure 5: Condominium Building Heights



c) Twin Homes and Townhouses

i. The height of Twin Homes and Townhouse buildings shall not exceed 35 feet, and 2 stories. Such maximum height shall be measured from the first floor elevation to the peak of any pitched roof. No continuous wall element of any building shall extend above a height of 20 feet and the main eaves level of any pitch roof shall be no higher than 20 feet. Subsidiary features such as gables and gabled dormers may extend to a maximum height of 32 feet. Chimneys, turrets, and terraces may extend above the maximum height, as long as the materials and design are architecturally consistent with the design of the building. (Figure 6)

Figure 6: Twin and Townhouse Building Heights



4. Building Placement

Buildings shall conform to the following separation and setback requirements:

a) Twin and Townhomes

I. Building separation
   i. Side to Side, 20' minimum
   ii. Front to Front, 60' minimum
   iii. Back to back, 50' minimum
   iv. Side to front or rear, 35' minimum
   v. Separation from historic building or other feature including the "Castle", gatehouses, and gazebo, 70' minimum (100' minimum at Lindenwold Terrace Gatehouse). (See Figure 1).

II. Setbacks
   i. Front setback from curb – 20' minimum
   ii. Side setback from curb along main drive from Bethlehem Pike: 30' minimum at median section; 100' minimum at entry drive (See Figure 1). Chimneys and screened HVAC systems shall be allowed in the setback area.

b) Condominiums

I. Building separation
   i. Side to side – 25' minimum

II. Setbacks
   i. Front setback from curb – 20' minimum

c) Senior Independent Living Campus

I. Building separation
   i. Side to side – 20' minimum
   ii. Front to front/back to back – 60' minimum
   iii. Side to front or rear – 30' minimum
   iv. From historic "Castle" building – 25' minimum
   v. Single-story link structures may link abutting buildings on the first or second floor, including the "Castle", within the required building separations. Such links may not have vertical walls that exceed 11 feet in height above the floor structure below the link and shall have a minimum 40% transparency.

II. Setbacks

Any new buildings shall be setback a minimum of 30' from the main front wall plane of the Castle building. (See Figure 1)

5. Building Materials

a) Historic features of the site, including the Castle and gatehouses, and perimeter walls are constructed of natural tan/grey color, coursed and uncoursed ashlar stone. Building materials for new buildings shall compliment the building materials and colors of the historic features of the site, and the number of materials used in any one building shall be limited. Acceptable materials include stone, cultured stone, or cast stone, in a coursed or uncoursed ashlar pattern, of a similar color range to the historic stone, or cement stucco, in earth tone colors or black that complement the existing stone color. For the Senior Independent Living Campus, painted cement board and trim in earth-tone colors is acceptable on interior elevations or internal facing courtyard elevations. For other buildings, fiber cement board and siding and trim in earth-tone colors is acceptable as a secondary material. Alien materials such as brick masonry and builder grade vinyl siding, are prohibited; heavy duty premium vinyl siding is allowed as a secondary material for townhomes and carriage homes only. Trim and windows should be in a compatible color palette to the building materials; true white trim and true white windows are prohibited. Vinyl soffits, shutters, privacy fences, and railings in a compatible color palette to the building materials are allowed.

b) The rear facades of buildings shall be constructed of the same materials as the side facades. Sides of buildings directly abutting the primary access drive from Bethlehem Pike, and the end units of west facing rear facades of such buildings, shall be articulated in a similar manner to front facades by using a variety of materials and having changes in roofline. The rear facades of buildings facing Bethlehem Pike shall be articulated in a similar manner to front facades by using a variety of materials and having changes in roofline. Vinyl siding may not be used as the predominant material on any façade.

6. Building Articulation

Visual mass of all buildings shall be deemphasized through the use of architectural devices, including form, features and materials, to reduce their apparent height, bulk and volume, to preserve the dominance of the "Castle" as the principal feature of the site.

Vertical articulation. Vertical articulation of the building facade, including changes in building plane and materials, shall be used to reduce the apparent scale of the buildings. Vertical articulation may include architectural features, such as projecting or receding elements, changes in roofline, recessed or projecting entries, and other similar features. The depth of such articulation shall be a minimum of 2'-0", with the exception of chimneys. Vertical articulation shall occur at a minimum thirty-foot interval, but each articulation of the building plane is not required to extend the full height of the building facade.

Horizontal articulation. Horizontal articulation of the building facade, including changes in building plane and/or materials, shall be used to reduce the apparent height of the building facade. Such horizontal articulation may be provided by mansards, wall setbacks, changes in materials or other devices.

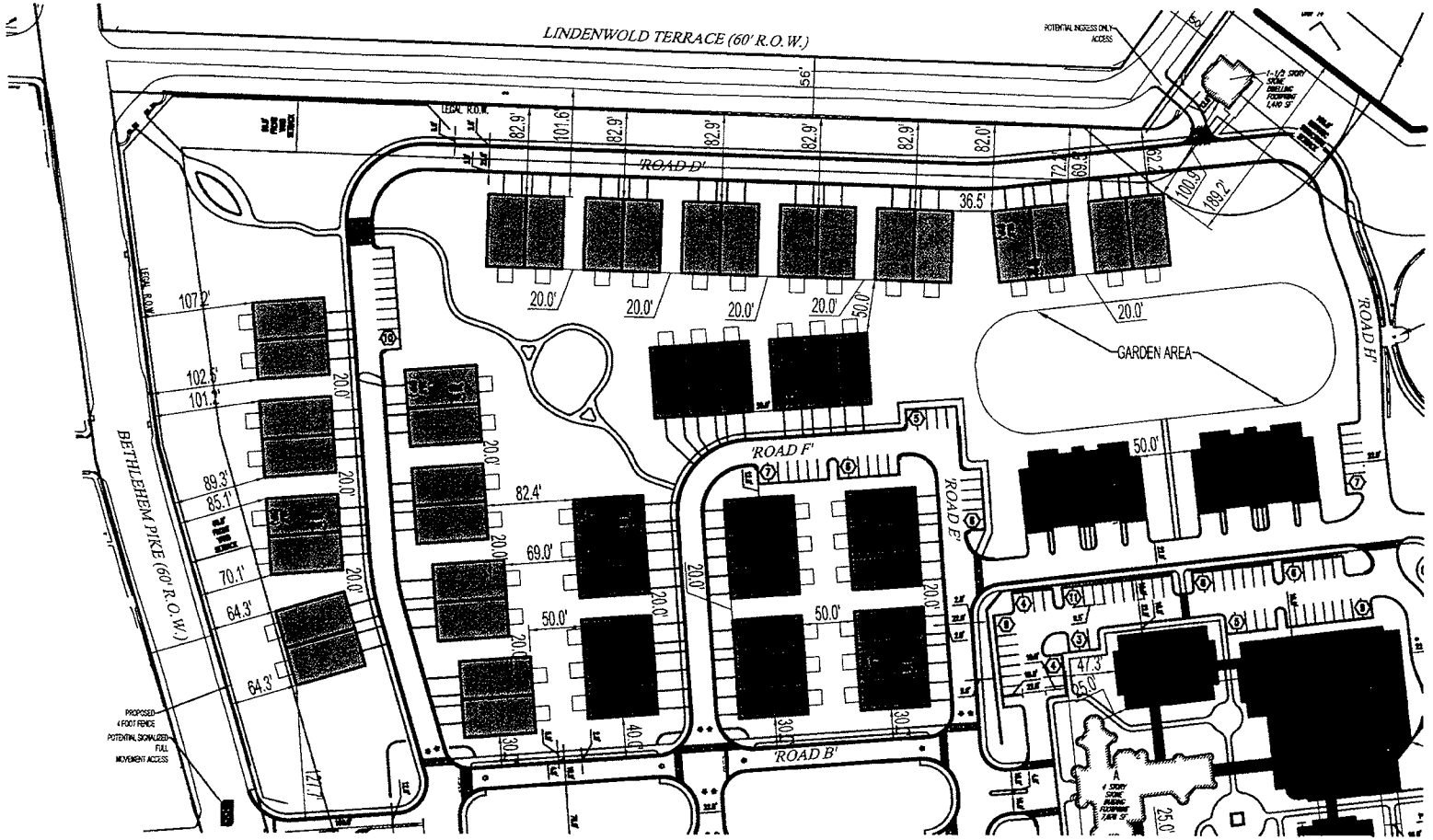
7. Standards for Rehabilitation of Historic Structures

   All exterior rehabilitation work to historic buildings, structures, and other features shall be completed in conformance with the Secretary of the Interior's Standards for Rehabilitation (**Department of Interior regulations, 36 CFR 67**). Existing historic building fabric will be retained or repaired where feasible.

8. Alternative Compliance

   The Board of Commissioners in their sole and absolute discretion may, approve the use of architectural concepts, designs, and materials which differ from those set forth above if the applicant demonstrates to the satisfaction of the Board that such concepts and designs are in harmony with the statement of purpose described in Section 1.

EXHIBIT "C"



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150 75 37.5 0

1"=150'

PROJECT NAME:

DUBLIN VILLA DEVELOPMENT, LLC

ST. MARY'S VILLA

701 S. BETHLEHEM PIKE, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

SHEET TITLE:

EXHIBIT C

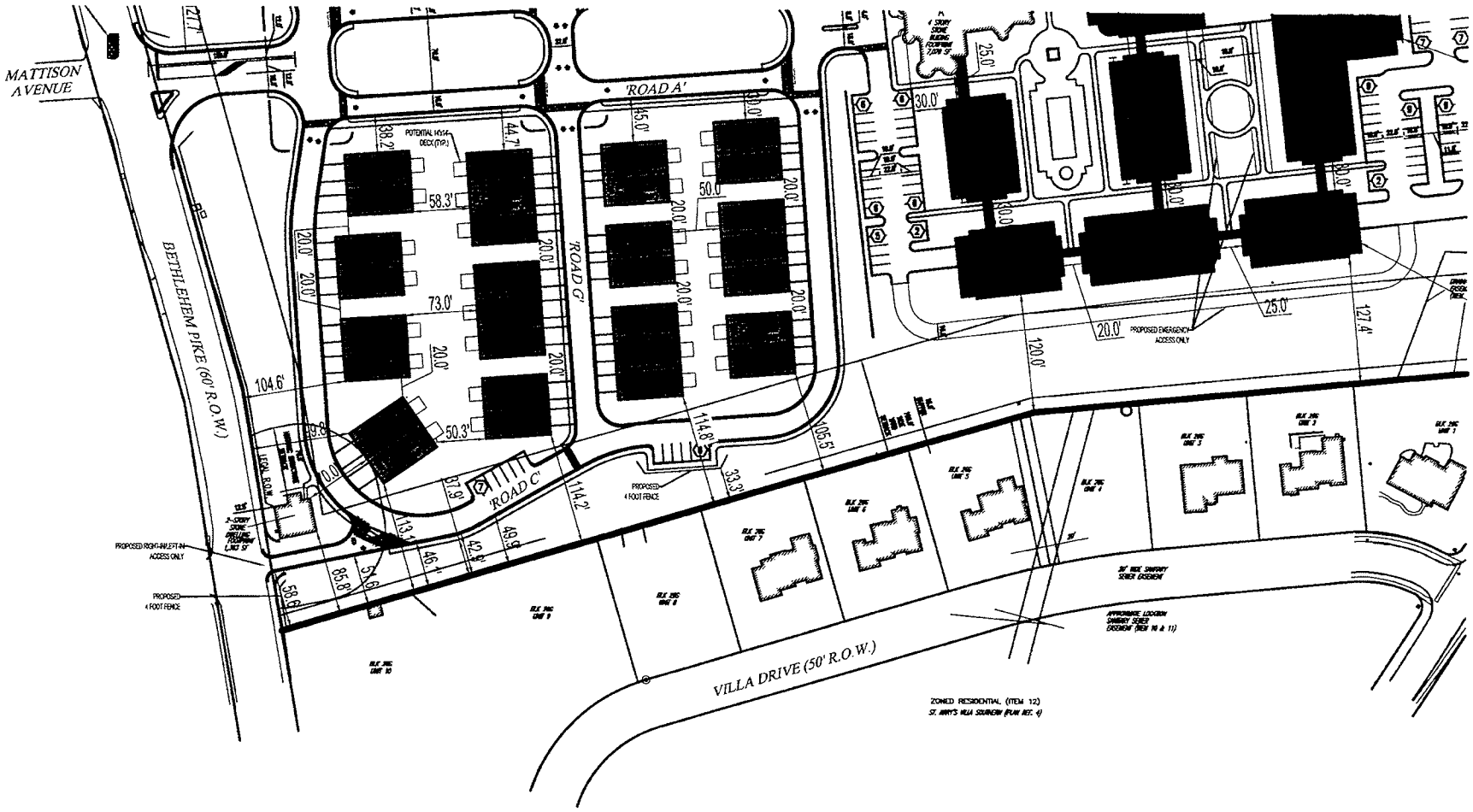
SHEET 1 OF 2

SCALE:	DATE:	CHECKED BY:	PROJECT NUMBER:
1"=150'	2014.10.31	J.R.D.	P131158.01

BOHLER ENGINEERING

1600 MANOR DRIVE, SUITE 200 CHALFONT, PA 18914

PHONE: (215) 996-9100 FAX: (215) 996-9102



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N

150 75 37.5 0

1"=150'

PROJECT NAME:

DUBLIN VILLA DEVELOPMENT, LLC
ST. MARY'S VILLA
701 S. BETHLEHEM PIKE, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

SHEET TITLE:

EXHIBIT C

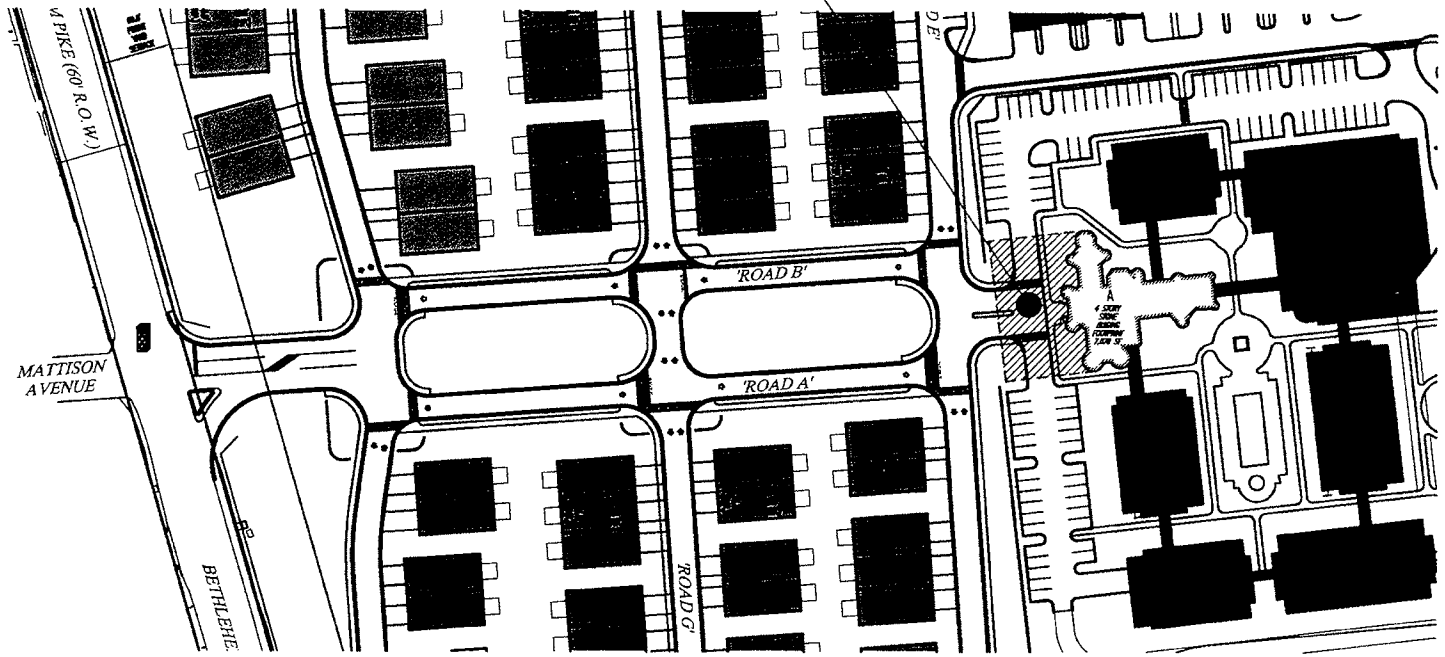
SHEET 2 OF 2

SCALE:	DATE:	CHECKED BY:	PROJECT NUMBER:
1"=150'	2014.10.31	J.R.D.	P131158.01

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

EXHIBIT "D"

AREA OF NO PARKING



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150 75 37.5 0

1"=150'

PROJECT NAME:

DUBLIN VILLA DEVELOPMENT, LLC
ST. MARY'S VILLA
701 S. BETHLEHEM PIKE, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

SHEET TITLE:

EXHIBIT D

SHEET 1 OF 1

SCALE:	DATE:	CHECKED BY:	PROJECT NUMBER:
1"=150'	2014.11.05	J.R.D.	P131158.01

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

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

ACKNOWLEDGMENT

On this, the 8 day of December, 2014, before me the undersigned officer, personally appeared DAVID J. BROOMAN, known to me to the person whose name is subscribed to the Declaration of Covenants and Restrictions, and acknowledged that he executed the same for the purposes therein contained and desires the same might be recorded as such.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kate [illegible] Public
Norristown [illegible] Montgomery County
My Commission Expires Sept. 1, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Katie R McClure
Notary Public

EXHIBIT B

CONDITIONAL USE APPROVAL
DATED MAY 9, 2017

BEFORE THE BOARD OF COMMISSIONERS
OF UPPER DUBLIN TOWNSHIP

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

IN RE: Application for Conditional Use of Lindenwold Residential Associates, LLC.

Property: 701 South Bethlehem Pike
Application No: 2167

I. INTRODUCTION

An application for conditional use was heard before the Board of Commissioners of Upper Dublin Township (the "Board") on February 21, 2017, and April 18, 2017, after proper advertisement and other required public notice. The applicant, Lindenwold Residential Associates, LLC ("LRA"), seeks conditional use approval for a mixed use residential-historic district development pursuant to the provisions of the Upper Dublin Township Code, Chapter 255, Article XXXVII, Sections 255-281 -- 255.286.

The applicant seeks to develop 45.523 acres located at 701 South Bethlehem Pike. The property is located at the intersection of Bethlehem Pike and Lindenwold Terrace and has approximately 1,300 feet of frontage on Bethlehem Pike. The property is commonly known as "Lindenwold" and/or "St. Mary's Villa for Children." The property was the former estate of Dr. Richard Vanselous Mattison (1851-1936). Dr. Mattison was co-owner of Keasbey & Mattison (K&M) Company of Ambler, one of the largest pharmaceutical and later, asbestos manufacturing companies in the world in the late Nineteenth and early Twentieth centuries.

The property was purchased by Dr. Mattison in 1888 and in 1912 he constructed the mansion which currently exists at the property to resemble Windsor Castle in England (the "castle"). The residential portion of his estate contained approximately 76 acres, including the castle, a carriage

house, two gate houses, a boat house, a sunken garden, a gazebo and lake called Loch Linden, a dam, formal gardens, numerous statuary, decorative wrought iron gates and a stone wall along Bethlehem Pike and Lindenwold Terrace.

Lindenwold was sold to the Sisters of the Holy Family of Nazareth, the present owners, in January 1936, to be used as an orphanage. The facility eventually became a home for abused and neglected children until it closed in June 2016. The property is currently under agreement of sale with LRA. The property is bordered by residential developments to the north, south and east, and Bethlehem Pike to the west.

The property is a Class 2 Historic Resource pursuant to Chapter 127 of the Township Code, and has been determined eligible for inclusion on the National Register of Historic Places by the Pennsylvania Historical and Museum Commission. The property's significant historic resources include:

- Sunken Garden
- Loch Linden Lake and Gazebo
- Gatehouse and Entry at Lindenwold Terrace
- Main Entryway with Fountain and Statuary
- Gatehouse and Entry at Bethlehem Pike
- Formal Gardens
- Stone Walls along Bethlehem Pike and Lindenwold Terrace
- Statuary and Fountains throughout the grounds including a statute in Loch Linden Lake
- Springhouse
- Iron Gates

- Castle

It is the intent of the Mixed Use Residential-Historic District to provide for the preservation of meaningful, historic buildings, structures and features on the property proposed for mixed use residential development by the establishment of reasonable zoning standards to promote the desirable benefits which follow the development of a mixed use residential community, which will preserve as part of the community, significant historical buildings, structures and features.

II. THE CONDITIONAL USE APPLICATION

The applicant has proposed a mixed use residential development consisting of thirty-two (32) single family attached twins ("carriage homes"), seventy-two (72) single family attached townhouses ("townhomes"), and a two hundred and fifty (250) dwelling unit senior independent living campus. The senior independent living campus is proposed to be located to the rear of the castle with structured indoor parking for residents. The senior independent living campus is set back on the site to preserve the architecturally significant viewshed from Bethlehem Pike. The carriage homes are located along Bethlehem Pike and Lindenwold Terrace. The townhomes are located internal to the site along the entrance road and internal roadways. The senior independent living campus, carriage homes and townhomes each have incorporated architectural details and materials consistent with the castle, gatehouses and other architecturally significant features of the property.

Submitted with the application was an historic resource inventory and historic preservation plan for the castle, gazebo, entrances, gatehouses, formal garden, site perimeter wall and pre-1936 statuary. The application included a proposed Declaration of Reciprocal Easements and Restrictions between LRA, future owner of the senior independent living campus,

and Dublin Villa Development, LLC, ("DVD"), future owner of the residential parcels for the carriage homes and townhomes.[1] All financial responsibilities of LRA and DVD is to be split forty-five percent (45%) by LRA and fifty-five percent (55%) by DVD.

Also submitted with the application was a proposed preservation easement between LRA and a nonprofit charitable organization to be designated by Upper Dublin Township. Finally, the applicant submitted a stream restoration plan to address a failed dam on the property, the rechanneling of Honey Run Creek and the establishment of a 1 to 2 acre lake, fed by channelized storm drainage from the Lake Drive development, with associated wetlands, perennial wildflowers and wetland indigenous plants.

Based on agency, township staff and township professional consultant reviews, the application was amended in several significant respects, including retention of a portion of Loch Linden Lake; the extent of restoration and rehabilitation, as those terms are defined by the U.S. Secretary of Interior and National Park Service, of the castle and other historic assets; traffic improvements; and, the future uses of the castle.

III. THE CONDITIONAL USE HEARING

The applicant called six witnesses during the two nights of hearings to present the conditional use plan and respond to questions from the Board of Commissioners and Township staff. Eric Britz, P.E. and Project Manager, Bohler Engineering, presented the civil engineering aspects of the application, and the site plan in particular. (2/21/2017 N.T., Pgs. 30-64). Mr. Britz

[1] It is recognized by the Township that the ultimate Ownership of the residential parcels, castle, gatehouses, senior independent living complex and open space will be successors or assigns of LRA and DVD. The ultimate ownership of the subdivided property, buildings, other structures, statuary and fixtures, is subject to the review and final approval of the Board of Commissioners.

testified as to the site plans' compliance with the development regulations found at Sections 255-284 and 255-285. Mr. Britz was recognized as an expert in the field of civil engineering and the Board finds his testimony credible.

John R. Wichner, P.E. and Senior Project Manager, McMahon Engineering, presented the results of the applicant's Transportation Impact Study, the offsite traffic impacts and mitigation measures, ingress to and egress from the development, and internal traffic circulation. (2/21/2017 N.T., Pgs. 64-117). Mr. Wichner testified regarding the revisions made to the Transportation Impact Study as a result of comments and consultation with the Township's traffic consultant, Jack R. Smyth, Jr., P.E., Boles, Smyth Associates, Inc. ("Boles Smyth"), the Montgomery County Planning Commission ("MCPC"), the Pennsylvania Department of Transportation ("PennDOT"), Ambler Borough, and the Township Engineer.

Mr. Wichner opined that the conditional use plan met the requirements of Section 255-282.E.3-8, and that the off site traffic improvements would mitigate any traffic related impacts. The applicant has agreed to prepare a post development traffic study and to install traffic signalization if warranted. Mr. Wichner was recognized as an expert in transportation engineering and the Board finds his testimony credible.

Thomas R. Johnson, Jr., Skelly & Loy, Engineering Environmental Consulting ("Skelly & Loy") presented the stream re-channelization plan and the evaluation of that plan as a result of comments from the Township Engineer and F.X. Browne, Ph.D, P.E., F.X. Browne, Inc., Engineers – Planners Scientists ("F.X. Browne"), an expert retained by the Township to review and comment on the stream restoration plan and the Loch Linden Lake design. (2/21/2017 N.T., Pgs. 144-206; 4/18/2017 N.T., Pgs. 8-38). The applicant has applied to the Pennsylvania Department of Environmental Protection ("PaDEP") and the U.S. Army Corps of Engineers

("USACE") to remove the existing dam structure, re-channelize Honey Run Creek and re-configure Loch Linden Lake and associated wetlands. Final design of the lake will be submitted with the subdivision/land development application and is subject to final permitting from Pa DEP. Mr. Johnson was recognized as an expert in regulatory biology as it relates to Clean Water Act permitting and licensing, and environmental restoration design and aqua systems. The Board finds Mr. Johnson's testimony to be credible.

Kelly Cook Andress, President and Founder of Sage Senior Living ("Sage"), described the elements and uses of the senior independent living complex. (2/21/2017, N.T. Pgs. 118-144). Sage has been identified by the applicant to be the operator of the senior independent living complex. Ms. Andress has a 27 year background in independent and assisted living retirement communities as a former Vice President of Finance and Development for Sunrise Retirement Communities. Ms. Andress has personally developed over 20 such communities, and Sage currently operates six communities, three in Pennsylvania and three in Maryland.

Ms. Andress described the amenities, services and activities offered to residents, the planned accessory uses, including memory care, the number of employees, and transportation services for residents. Finally, Ms. Andress expressed her commitment to work with the Township and its consultants during subdivision/land development plan review to finalize plans to rehabilitate the castle and interior spaces to appropriate re-use.

John H. Cluver, AIA, LEED AP, is a Partner and Director of Historic Preservation at Voith & Mactavish Architects, LLP. Mr. Cluver was recognized as an expert in historic preservation. Mr. Cluver prepared the historic resource inventory and the historic preservation plan. Mr. Cluver described the elements of the historic preservation plan, and consultation with the Township consultants, John R. Gibbons, AIA/AICP, Laura Ahramjian, AICP and Philip E.

Scott, RA, KSK Architects Planners Historians, Inc. ("KSK"). (4/18/2017) N.T. Pgs. 40-76). A significant portion of Mr. Cluver's testimony was in response to questions from the Board of Commissioners and Township staff clarifying the extent of restoration and/or rehabilitation of each historic asset, as those terms are defined by the U.S. Department of the Interior and the National Park Service, and the financial mechanisms in place to ensure both the initial restoration and/or rehabilitation, and future maintenance. The Board finds Mr. Cluver's testimony to be credible.

Len Poncia, Aquinas Realty, was present throughout the course of the hearings and testified on behalf of the applicant. (4/18/2017, N.T., Pg. 75). LRA is the equitable owner of the property. LRA works in coordination with Guidi Homes and the Goldenberg Group joint venture, DVD, on all aspects of the development. Mr. Poncia, on behalf of the applicant, adopted as his own testimony certain promises and representations made by counsel for the applicant, in the areas of historic preservation, stream restoration, specific future uses of the castle, and specific elements of the senior independent living complex and its operation.

Public comment was accepted by the Board at both nights of hearings on the conditional use application. (2/21/2017 N.T., Pgs. 206-256; 4/18/2017, N.T., Pgs. 76-158). A majority of the public comments concerned the impact the development would have on the Lake Drive community and the Villa Drive residents bordering the property. No one entered their appearance as a party to the conditional use proceeding. (2/21/2017 N.T., Pg. 11; 4/18/2017, N.T. Pg. 76). The Board did take the public comments into consideration in rendering this decision.

The conditional use application received positive recommendations from the Township Planning Commission and Montgomery County Planning Commission. Their review letters and recommendations also were taken into consideration by the Board in rendering this decision.

IV. FINDINGS OF FACT

A. Public Notice.

1. Notice of the conditional use hearing was published in The Ambler Gazette on February 5 and 12, 2017 and on April 2 and 9, 2017 (Exhibit T-1, T-37).

2. Notice of the conditional use hearing was posted on the property beginning February 7, 2017 (Exhibit T-2).

3. The conditional use hearing was held on February 21, 2017, March 14, 2017 (continued with the applicant's permission and an extension of time due to inclement weather), and April 18, 2017 (N.T. 2/21/2017 and 4/18/2017, and Exhibit T-38).

B. The Conditional Use Application.

4. The applicant submitted with the conditional use application an eight sheet plan set prepared by Bohler Engineering, dated September 11, 2015, consisting of:

(1) Coversheet

(2) Site Plan

(3) Existing Conditions/Natural Resources Plan

(4) Open Space Plan

(5) Grading Plan

(6) Utility Plan

(7) Tree Removal Plan

(8) Landscape Plan

(Exhibit T-3).

5. The conditional use application, as originally submitted, was deemed incomplete.

6. The conditional use application was resubmitted, including the eight plan set, on October 14, 2016. (Exhibit T-3). The plans were revised as a result of comments from the Township zoning officer, Township engineer, the Montgomery County Planning Commission and the Township's professional consultants (Traffic: Jack R. Smyth, Jr., P.E., Boles, Smyth Associates, Inc. ("Boles, Smyth"); Historic Preservation: John R. Gibbons, AIA/AICP, Laura Ahramjian, AICP and Philip E. Scott, RA, KSK Architect Planners Historians, Inc. ("KSK"); Lake and Stream Restoration: F.X. Browne, Inc. ("F.X. Browne"); and, Landscaping: Richard Collier, Jr., AICP, ASLA, Land Concepts Group, LLC ("Land Concepts")).

7. On January 11, 2017, the applicant submitted a revised historic preservation plan prepared by Bohler Engineering with an historic preservation plan key. (Exhibit A-6).

8. The applicant also submitted with the conditional use application, and revised as a result of comments from Township staff and Township professional consultants, reports required by Section 255-286, including:

(a) Transportation Impact Study prepared by McMahon Associates (revised as a result of comments from Boles, Smyth) (Exhibits T-3, T-5 and T-14).

(b) Fiscal Impact Assessment of proposed redevelopment of St. Mary's Villa – Revised Development Program, prepared by Urban Partners, November, 2016, revised February, 2017 (Exhibits T-28, A-2).

(c) Historic Resource Inventory consisting of a site plan, sketch floor plans for the castle and photos of historic resources keyed to the site plan and sketches, prepared by Voith & Mactavish Architects, LLP (Exhibit T-34).

(d) Historic Resources Preservation Plan Narrative (revised to reflect the comments of KSK), last revised February 20, 2017 (Exhibits T-32, T-35 and T-36).

(e) Three unit townhouse renderings and conceptual townhouse elevations prepared by Kimmel Bogrette Architecture and Site, dated November 10, 2016 (Exhibit T-22).

(f) Two unit carriage home renderings and conceptual carriage home elevations prepared by Kimmel Bogrette Architecture and Site, dated November 10, 2016 (Exhibit T-21).

(g) Streetscape exhibits prepared by Boehler Engineering dated November 10, 2016 (Exhibits T-21 and T-22).

(h) St. Mary's Villa, Model A front elevation, prepared by Mark Stanish Architects, dated November 29, 2016 and St. Mary's Villa, Model A street view prepared by Mark Stanish Architects, dated November 29, 2016.

(i) Carriage home and townhome "Option A" architectural renderings prepared by Michael H. Visich Architect Planners.

(j) Landscaped Perspective Main Entrance architectural rendering prepared by Charles H. Gale, Jr., Gale Nurseries, Inc., dated October 20, 2015 (Exhibits A-7 and A-8).

(k) Draft Declaration of Reciprocal Easement and Restrictions, by and between Lindenwold Residential Associates, LLC and Dublin Villa Development LLC (Exhibit T-3).

(l) Draft St. Mary's Villa Preservation Easement by and between Lindenwold Residential Associates, LLC and a nonprofit charitable corporation designated by Upper Dublin Township, with appendices A through C, dated October 18, 2016 (Exhibit T-3).

(m) St. Mary's Villa Stream Restoration Plan set prepared by Skelly and Loy, Inc. Engineers-Consultants, dated April 13, 2016, last revised April 5, 2017 (revised to reflect the comments of F.X. Browne) (Exhibits T-3, T-39 to T-43, inclusive, and A-11).

(n) Amendments to the St. Mary's Villa Historic Preservation Plan prepared by Voith & Mactavish Architects, LLP, in response to comments from KSK, dated April 17, 2017 (Exhibits T-36, A-17).

C. **Compliance with the Mixed Use Residential-Historic District Regulations.**

9. The proposed uses are among the uses permitted in Section 255-282.

10. The applicant has proposed a minimum of three of the permitted residential uses as required by Section 255-284.B.1.

11. The applicant has proposed a senior independent living campus consistent with Section 255-282.D. and Section 255-283.

12. The senior independent living campus constitutes seventy percent (70%) of the total units as required by Section 255-284.B.2.

13. Kelly Cook Andress, President and founder of Sage Senior Living, testified on behalf of the applicant and described the proposed senior independent living campus operation. (2/21/2007 N.T., Pgs. 118-143)

14. Sage Senior Living has been identified as the operator of the senior independent living campus.

15. The senior independent living campus will be limited to residents 55 years of age and over.

16. The minimum senior living unit size for the senior independent living campus is equal to or greater than five hundred (500) square feet for a single resident unit and greater than or equal to seven hundred (700) square feet for a two resident unit.

17. Not more than sixty percent (60%) of the units in the senior independent living campus will be available for double occupancy.

18. No more than two residents will reside in any dwelling unit, plus one caregiver (if desired).

19. The individual dwelling units at the senior independent living complex will have accessory uses and supportive social residential services including dining facilities, housekeeping, medical and support services, security and twenty-four hour monitoring, an emergency call system, recreational facilities including a fitness center, wellness promotion, exercise programs, transportation, educational and special events, laundry services and social and recreational programs.

20. The senior independent living campus will include accessory uses appropriate for allowing independent older adults to age in place.

21. The senior independent living campus will have approximately ninety (90) employees, on three shifts, over a twenty-four (24) hour period.

22. The senior independent living campus will not have skilled nursing, but will have medical and support services, a dedicated medical and support area, and an assisted living and memory care wing.

23. The senior independent living campus operator will provide van service to take its residents to shopping venues, the downtown Ambler commercial district, SEPTA, and other destinations within a four (4) mile radius of the property.

24. The castle building will be part of the senior independent living campus and initially utilized for professional offices by LRA, as well as the sales center for the townhome/carriage home community.

25. As the townhome/carriage home community homeowners association forms, and the dwelling units are occupied, a portion of the castle building will be set aside for use as a meeting room for the use of the HOA.

26. The senior independent living campus operator will maintain administrative offices in the castle building so that there will be a permanent user in place to monitor the historic asset on a daily basis.

27. The senior independent living complex buildings will be designed and equipped with all required fire suppression, protection and alarm facilities and mechanisms.

28. Eric A. Britz, P.E., testified on behalf of the applicant in the area of civil engineering, and the site plan's compliance with the requirements of the Section 255-284 and 255-285. (2/21/2017 N.T., Pgs. 30-64)

29. The senior independent living campus buildings will not exceed the height of the castle. (Exhibit A-5).

30. The carriage homes, townhomes, and senior independent living campus comply with the building height restrictions of Section 255-284.F.

31. The property exceeds forty (40) acres with a minimum width of eight hundred (800) feet along Bethlehem Pike.

32. The building layout complies with the required perimeter setbacks set forth in Section 255-284.E.

33. Total impervious surface for the development is 38.1%.

34. The minimum overall yard setbacks, building setbacks, and setback from the castle comply with Section 255-284.E.

35. The minimum building setbacks, minimum building separation for the carriage homes and townhomes, buffering and screening comply with Section 255-285.

36. The building height of the carriage homes, townhomes and the senior independent living campus comply with Section 255-284.F.

37. Parking for the senior independent living campus, carriage homes and townhomes complies with Section 255-284.G.

38. The senior independent living campus has a maximum density of fourteen (14) units per acre; the carriage homes and townhomes have a maximum density of five (5) units per acre.

39. The townhomes are 2 and 3 unit townhome buildings with a maximum building length of 160 feet.

40. Areas of the property which constitute steep slopes under the Township Code will remain undisturbed.

41. The applicant submitted confirmation from the servicing water and sewer authorities that adequate capacity is available.

42. The applicant submitted, with the conditional use application, a preliminary stormwater management design and best management practices which proposes underground infiltration beds as the primary stormwater management facility.

43. Post development conditions will not exceed pre-development conditions in terms of the rate of runoff.

44. Thomas R. Johnson, Jr. testified on behalf of the applicant, and described the details of the stream restoration plan and measures that will be taken to preserve a two acre lake in the location of the existing Loch Linden Lake. (2/21/2017 N.T., Pgs. 144-206, 4/18/2017 N.T. Pgs. 8-38).

45. The applicant submitted plans and Pennsylvania Department of Environmental Protection ("PA DEP") permit application materials indicating its intent to remove the existing dam at the east end of the property which has been the basis for concern by PA DEP and the Township.

46. The applicant has proposed to rechannel Honey Run Creek to the satisfaction of the Township, the PA DEP and the USACE.

47. Loch Linden Lake will be reconstructed to a maximum depth of six (6) feet, gradually reducing in depth to a minimum depth of three (3) feet, with an impermeable clay liner at the bottom to retain water, and with associated wetlands, wetland vegetation, and other indigenous plantings. (Exhibits A-11, T-41, 42, 43; see also, Exhibits A-12 to A-15, inclusive).

48. The plans and studies submitted with the conditional use application, together with the testimony of the applicant during the conditional use hearing, demonstrate the absence of any significant adverse ecological or environmental impact to existing natural resources.

49. The perimeter of the site will be extensively landscaped and will have significant buffer areas to adequately screen and protect adjoining neighborhoods from any undue glare, noise or other impacts. (Exhibit A-8).

50. The applicant has proposed walking paths for the general public accessible from Bethlehem Pike and Lindenwold Terrace. Future walking trails include a connection to Loch Alsh Avenue.

51. The applicant has proposed that 19.76 acres (or 44.3% of the property) remain open space.

52. There will be no significant impact in regard to the provision of police and fire protection.

53. John R. Wichner, P.E., presented the Transportation Impact Study, and described the offsite traffic impacts and mitigation measures, ingress and egress from the development, and internal circulation. (2/21/2017 N.T., Pgs. 64-17).

54. The primary entrance to the development will be off Bethlehem Pike, across from Mattison Avenue. Ingress only access driveways will be located on Lindenwold Drive/Cedar Road and on Bethlehem Pike, across from Church Road, south of the main entrance to the development.

55. All interior roads and drives will be owned and maintained by the homeowner association(s), formed to include the single family residential units, and the owner/operator of the senior independent living campus.

56. The internal roads for the development comply with the requirements of Section 255-284.E.4-8.

57. There are no interconnecting roads or direct impacts to surrounding neighborhoods.

58. The applicant has agreed to prepare a post development traffic study and to install traffic signalization if warranted.

59. John H. Cluver, AIA, LEED AP, testified on behalf of the applicant and described the historical assets located at the site and measures taken by the applicant to maintain the historic viewshed of the castle from Bethlehem Pike, the planned restoration and/or rehabilitation of certain historic assets, and the mechanism to ensure perpetual maintenance of the historic assets. (Exhibits A-5, T-31-T-36, inclusive).

60. The architectural design, bulk, spacing, height, setbacks, building materials, and building articulation comply with the Declaration of Covenants and Restrictions dated November 21, 2014, specifically the "Architectural Design, Development and Building Standards and Guidelines for the Rehabilitation and Preservation of Historic Buildings, Structures and Features – St. Mary's Villa Property," found at attachments B, C and D.

61. The applicant has committed to implement the Historic Preservation Plan, as amended, and to provide financial assurance for the initial restoration and rehabilitation, and a funding mechanism for future maintenance.

V. CONCLUSIONS OF LAW

1. The conditional use application as presented by the applicant at the conditional use hearings, conforms to the application requirements of the mixed use residential-historic district, Township Code, Chapter 255, Article XXXVII.

2. The mixed use residential-historic development is compatible with existing and proposed land uses adjacent to the property.

3. The impact on existing floodplains, waterways, wetlands, steep slopes and other sensitive natural features has been minimized to the maximum extent possible.

4. The regional transportation system can efficiently and safely handle the traffic generated by the proposed development.

5. The proposed development will not have a significant impact on public utilities, including water, sewer and storm drainage.

6. The proposed development will not have an adverse impact on police and fire protection.

7. The property contains a significant number of historic buildings, structures, statuary and other elements of vintage character and age to warrant the grant of conditional use approval.

8. The proposed restoration and rehabilitation, and future maintenance, of the historic buildings, structures, statuary and other features will preserve the distinguishing qualities and the character of the historic resources and cultural landscape.

9. The dwelling site layout, design, and implementation of buffering, landscaping, lighting, internal circulation, access and traffic management, parking, fencing and other land development features will preserve the integrity of the historic resources.

10. The proposed development will not have a significant adverse impact upon the surrounding neighborhoods.

11. The applicant has established, by credible evidence, that the proposed uses of the property complies with the declaration of legislative intent, Section 255-281 .

12. The applicant has established, by credible evidence, that the proposed uses of the property complies with Sections 255-282 and 255-283.

13. The applicant has demonstrated, by credible evidence, that the site plan complies with Sections 255-284 and 255-285.

14. The applicant has established, by credible evidence, that the proposed uses of the property will preserve the environmental and physical assets of the neighborhood, including but not limited to, parking, traffic, movement, noise, landscaping buffering, stormwater and lighting.

15. The applicant has established, by credible evidence, that the proposed use will be properly serviced by all existing public service systems.

16. The applicant has established, by credible evidence, that the uses of the property will make accommodation for traffic generated by the proposed use.

17. The applicant has established, by credible evidence, that the proposed uses have been designed in accordance with the Township Code with regard to internal traffic circulation, parking, buffering, grading, stormwater management, erosion control and all other elements of proper land planning.

18. The mixed use residential historic development will not adversely affect the health, safety and welfare of the neighborhood and community.

VI. DECISION AND CONDITIONAL USE APPROVAL

And now this 9th day of May, 2017, upon consideration of the testimony, exhibits, plans and representations made at the conditional use hearing held February 21, 2017 and April 18, 2017, the application of Lindenwold Residential Associates, LLC for conditional use approval for a Mixed Use Residential--Historic District development at the property located at 701 South Bethlehem Pike, Upper Dublin Township, is GRANTED subject to the following conditions:

1. The testimony, exhibits, plans and representations made at the hearing are incorporated herein by reference and form the basis for this decision. No deviation therefrom shall be permitted without further approval by the Township.

2. The applicant shall apply for and receive subdivision and/or land development approval for the development. Such plans shall conform to the plans upon which the conditional use has been granted, these conditions and the requirements of the Township Code, including Chapter 212, Subdivision and Land Development. This grant of conditional use shall expire one (1) year from the date of this decision unless a subdivision and/or land development application is filed with the Township in the interim.

3. The applicant shall submit with the subdivision and/or land development application a Phase I Environmental Site Assessment Update in compliance with the U.S Environmental Protection Agency's All Appropriate Inquiry regulations.

4. The applicant shall restore and/or rehabilitate, and maintain, the Historic Resources at the property consistent with the Historic Preservation Plan prepared by Voith & Mactavish Architects LLP, dated February 20, 2017 (Exhibit T-35), as amended.

5. The applicant shall amend the Historic Preservation Plan to conform to Voith & Mactavish Architects LLP's April 17, 2017 letter (responding to Philip E. Scott,, RA KSK's review letter dated April 12, 2017) (Exhibit T-36), subject to the approval of the Township and the Township Engineer. In addition, as part of the subdivision and/or land development application, the applicant shall submit a plan from a professional structural engineer for the restoration and maintenance of the perimeter wall along Bethlehem Pike and Lindenwold Terrace.

6. The applicant initially shall utilize the castle building as professional offices for the senior independent living campus, and as a sales center/gathering room for the townhome/carriage home community. As the homeowners association forms, and the dwelling units are occupied, a portion of the castle building shall be used as a meeting room for the use of the homeowners association, and a portion of the castle building shall be used by the senior independent living campus operator for administrative offices.

7. As part of the restoration and/or rehabilitation (as those terms are defined by the U.S. Department of Interior and National Park Service) of the interior spaces of the castle building, the applicant shall preserve the current configuration of the rooms of historic significance, identified in the Historic Resource Inventory and Historic Preservation Plan, to the maximum extent possible, in consultation with the Township.

8. The applicant shall provide reasonable provision for public access for visitation to the castle building at reasonable times, for a reasonable duration, and with reasonable advance notice. The details of this public visitation shall be proposed by the applicant as part of the subdivision and/or land development application.

9. The applicant shall enter into a Deed of Preservation Easement in a form substantially similar to that attached to Philip E. Scott's April 12, 2017 letter (Exhibit T-36), subject to the review and approval of the Township and the Township Solicitor. The detailed plans and specifications, describing the means, methods, techniques and materials for the restoration and/or rehabilitation of the historic assets identified in the Historic Preservation Plan (Exhibit T-32), as amended, consistent with this conditional use approval, shall be submitted with the subdivision and/or land development application.

10. The applicant shall enter into a Declaration of Reciprocal Easements and Restrictions, in a form substantially similar to the Declaration of Reciprocal Easements and Restrictions submitted with the conditional use application, to govern the legal rights and financial responsibilities of the owner(s) of the residential parcels and the owner of the senior independent living campus, including but not limited to the financial responsibility to construct and perpetually maintain the internal roads, stormwater management facilities, trails and sidewalks, the lake, adjacent wetlands and site landscaping, and the financial responsibility to restore and/or rehabilitate and perpetually maintain the historic resources consistent with the Historic Preservation Plan (Exhibit T-35), to the satisfaction of the Township and the Township Solicitor.

11. The estimated cost for the restoration and/or rehabilitation of the castle and other historic assets identified in the Historic Preservation Plan (Exhibit T-35), as amended, shall be supported by bids from reputable contractors, reviewed and approved by the Township Engineer, and shall be secured by a separate cash escrow, letter of credit, or performance bond in concert with execution of a Development Agreement, to be executed as a condition to recording of the final subdivision and/or land development plans.

12. As required by Section 255-286. E., funding for future maintenance of the castle and other historic assets shall be addressed to the reasonable satisfaction of the Township in the Declaration of Reciprocal Easements and Restrictions, or separate declaration or restrictive covenant, binding upon the homeowners association to be established in regard to the for sale townhomes and carriage homes, as well as to be executed by the owner of the senior independent living campus, specifically establishing the ongoing obligations of said parties and the rights of

the Township to enforce the appropriate funding and maintenance as to the castle and other historic assets.

13. The applicant shall assist the Township, prior to the recording of final subdivision/sand development plans, to secure the services of the Preservation Alliance or other suitable charitable organization experienced in matters of oversight for the preservation of historic buildings and other historic assets, and shall provide a fund to the Township or its designee to oversee compliance with the Historic Preservation Easement.

14. The Declaration of Reciprocal Easements and Restrictions and the Deed of Preservation Easement shall each be recorded contemporaneously with the recording of final subdivision and/or land development plans.

15. The applicant shall ensure that the proposed retaining wall that supports the emergency drive at the senior independent living campus is not located in the 100-year floodplain and is otherwise in full compliance with the Township Code, Chapter 255, Article XXII. The applicant shall make best efforts to reduce the height of the wall or redesign the emergency access to the senior independent living campus as part of the submission of a subdivision and/or land development plan, to the satisfaction of the Township Engineer.

16. The applicant shall preserve Loch Linden Lake, consistent with the Skelly and Loy plan titled "St. Mary's Villa Stream Restoration, Restoration Large-Scale Plan," Drawing R-401, dated April 13, 2016, last revised 4/5/2017 (Exhibit T-41), ("Lake Restoration Plan"), subject to the approval of the Township and the Township Engineer. The applicant shall make best efforts to revise the Lake Restoration Plan to provide a supplemental source of water, in addition to the ten (10) acre drainage area, from groundwater, site generated stormwater, or the

Loch Alsh Reservoir, to maintain the water levels shown on the Lake Restoration Plan. Final design of the stream, wetlands, and lake shall be subject to the review and approval of the Township, the U.S. Army Corps of Engineers, and the Pennsylvania Department of Environmental Protection.

17. All residential building components, including but not limited to windows, roof materials, stone/masonry, siding materials, foundation plantings, columns and lighting, shall be substantially consistent with the December 9, 2016 Planning Report prepared by KSK Architects Planners Historians, Inc. (Exhibit T-17), the January 10, 2017 memorandum from The Goldenberg Group (Exhibit 15), and the Architectural Renderings submitted as part of the conditional use application (Exhibits T-21 and T-22), the "St. Mary's Villa Model A Front Elevation" and "St. Mary's Villa Model A Street View," prepared by Mark Stanish Architects, dated 11/29/2016, and the "Option A" Architectural Renderings for the carriage homes and townhomes prepared by Michael H. Visich Architects Planners (undated). Reasonable modifications to address architectural and landscaping refinements shall be permitted.

18. The U.S. Secretary of Interior and National Park Service standards for restoration and rehabilitation of the historic structures, as amended, shall be used as the guideline in carrying out the restoration and/or rehabilitation of the gazebo, castle, and two gatehouses. Any additions and/or expansions to the castle and/or gatehouses shall be sited to the rear of the building being restored or rehabilitated.

19. Applicant shall apply to the Pennsylvania Department of Transportation for a highway occupancy permit for the proposed development, incorporating the traffic improvements identified in the Transportation Impact Study and the February 16, 2017

McMahon Transportation Engineers & Planners letter to Jack Smyth, Jr., P.E., Boles, Smyth Associates, Inc.

20. Applicant shall prepare a post development traffic study after construction of the development and at least 90% occupancy at the development. If adequate justification exists to install a traffic signal at the intersection of Bethlehem Pike and Mattison Avenue and/or at the intersection of Bethlehem Pike and Lindenwold Terrace, and the Pennsylvania Department of Transportation approves the design, the applicant shall install approved period style traffic signals(s) at its sole cost and expense. (Exhibit T-5).

21. Applicant shall provide unrestricted pedestrian access to the general public from Loch Alsh Avenue through the development to Lindenwold Terrace/Cedar Road and to Bethlehem Pike.

22. Sidewalk shall be constructed along the site side of Bethlehem Pike, on the Bethlehem Pike side of the existing perimeter wall, subject to review and approval of the Township Engineer and the Pennsylvania Department of Transportation.

23. The internal roads, sidewalks and trails of the development shall be open to the public. The sidewalks leading to the primary entrance to the development, and continuing north along the internal drive closest to Bethlehem Pike, shall continue north through the existing wrought iron gate to the intersection of Bethlehem Pike and Lindenwold Terrace. A trail from the Lindenwold Terrace/Cedar Road entrance to the development, extending through the open space at the rear of the development along Loch Linden Lake over to Loch Alsh Avenue shall be designed and submitted to the Township with the subdivision and/or land development application.

24. The internal roads and drives, sidewalks and trails, stormwater management facilities, including infiltration basins and rain gardens, and Loch Linden Lake and its associated wetlands, shall be owned and maintained by the homeowners association(s) and the senior independent living campus operator pursuant to the terms and conditions of the Declaration of Reciprocal Easements and Restrictions and/or other declaration or form of restrictive covenant.

25. Trash and recycling services, and snow and ice removal, shall be the responsibility of the homeowners association(s) and the senior independent living campus operator. The Declaration of Reciprocal Easements and Restrictions and the declaration establishing the homeowners association(s) shall contain a provision stating that any petition to the Township to provide these services or to accept dedication of the internal roads, sidewalks, trails and/or stormwater management facilities at a future date shall require a one hundred percent (100%) vote of the owners of the dwelling units and their mortgage holders.

26. The applicant shall pay to the Township an open space fee in the amount of $1,500 for each of the 354 proposed dwelling units, for a total open space fee of Five Hundred Thirty One Thousand Dollars and No Cents ($531,000.00), in compliance with Township Code, Chapter 110-13(d). The fees shall be paid at the time the applicant applies for a building permit for a dwelling unit.

27. No fencing or accessory structure, in the nature of a deck, patio, porch, Jacuzzi/spa, sitting wall or fence, may encroach greater than 20 feet from a dwelling unit into any required perimeter setback from either Bethlehem Pike or Lindenwold Terrace/Cedar Road. No shed of any nature may be placed within that 20 foot setback encroachment. No fence placed within the 20 foot setback encroachment, which is parallel to the rear of a dwelling unit, shall

exceed the height of 48 inches, nor may any such fence extending out from and as a divider between units exceed six feet in height.

28. The senior independent living campus dwelling units shall be private and occupied by residents that are 55 years of age or over, with accessory uses and supportive social residential services including dining, housekeeping, medical and support services, security and 24-hour monitoring, an emergency call system, as well as recreational facilities which may include amenities such as a fitness center, wellness promotion, exercise programs, educational and special events, laundry services and social and recreational programs, together with accessory uses appropriate for allowing independent older adults to age in place.

29. Each dwelling unit of the senior independent living campus shall contain a fully private bathroom (including toilet, bathtub and/or shower and vanity/sink), personal closet space, emergency call systems, lockable entry doors accessible by master key or similar system available at all times in the senior independent living campus residences and for designated staff, and pre-wiring for private telephone, internet and television reception.

30. No less than 80 square feet of floor area per dwelling unit on the senior independent living campus shall be provided for community common areas for dining, active and passive recreation, circulation, and socialization, exclusive of hallways and passageways and inclusive of common areas designated in the castle building and areas contiguous to the castle building and the senior independent living campus.

31. A dining area or areas shall be provided in the senior independent living campus, together with a private dining room available for the use by residents and their families and guests for private entertaining.

32. The applicant shall propose with the submission of a subdivision and/or land development plan application a shuttle transportation service plan for residents of the senior independent living campus.

If you or anyone else present at the hearing(s) and entering their appearance, disagree with this Findings of Fact, Conclusions of Law and Decision in any way, there is a strict time limit of THIRTY (30) days from the date of the MAILING of this Findings of Fact, Conclusions of Law and Decision within which to take an appeal of this Findings of Fact, Conclusions of Law and Decision to the Court of Common Pleas of Montgomery County, Pennsylvania.

Witness:

Paul Leonard, Secretary/
Township Manager

Ira S. Tackel, President

Ronald P. Feldman, Vice-President

Sharon L. Damsker, Member

Liz Ferry, Member

Rebecca A. Gushue, Member

Robert H. McGuckin, Member

Gary V. Scarpello, Member

EXHIBIT C

RESOLUTION NO. 18-2273
DATED MARCH 13, 2018

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA

RESOLUTION NO. 18-2273

LAND DEVELOPMENT APPLICATION NO. U.D. 16-06 FOR PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL FOR THE DEVELOPMENT KNOWN AS THE "MATTISON ESTATE" (701 SOUTH BETHLEHEM PIKE)

WHEREAS, Lindenwold Residential Associates, LLC ("Developer") is the equitable owner of a 45.523 acre tract of land located at 701 South Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania, at the intersection of South Bethlehem Pike and Lindenwold Terrace, with approximately 1300 feet of frontage on Bethlehem Pike, tax parcel numbers 54-00-02290-005 and 54-00-06163-002 (the "Property"); and,

WHEREAS, the Property is subject to a Declaration of Covenants and Restrictions dated November 21, 2014, recorded in the Montgomery County Recorder of Deeds at Deed Book 5937, page 01405, which Declaration, *inter alia*, sets forth specific restrictions and specific obligations with regard to future development of the Property with regard to the significant historic assets located at the Property (except as modified by a final Preservation Easement defined below), and is incorporated herein by reference and expressly made a part hereof; and,

WHEREAS, Developer has proposed a mixed use development for the Property known as "The Mattison Estate" pursuant to the provisions of the MRH Mixed Use Residential-Historic

District consisting of 32 twin homes, 72 townhomes and 250 independent senior living apartments with structured parking and associated amenities (the "Project"); and,

WHEREAS, Developer submitted a preliminary/final land development plan for the Project prepared by Bohler Engineering PA, LLC, Inc. dated April 28, 2016, last revised on November 21, 2017, sheet nos. 1 through 88, said plans hereinafter referred to as the "Plans," which Plans are incorporated herein by reference and expressly made a part hereof; and,

WHEREAS, Developer submitted a subdivision plan prepared by Bohler Engineering, Inc. dated January 9, 2018, last revised January 23, 2018, which subdivision plan divides the property into five (5) parcels: parcel 1, a 34.891 acre parcel to be conveyed to Dublin Villa Development, LLC ("DVD") for development of the 32 twin homes and 72 townhouse units; parcel 2, a 7.910 acre parcel to be conveyed to SBLP Upper Dublin L.L.C. ("SB") for development of the 250 independent senior living apartments with structured parking and associated amenities; parcel 3, a 1.131 acre parcel consisting of the historic castle known as the Mattison Estate; parcel 4, a 0.217 acre parcel consisting of the historic Bethlehem Pike Gatehouse; and parcel 5, a 0.473 acre parcel consisting of the historic Cedar Road Gatehouse; and,

WHEREAS, Developer submitted in furtherance of its application a Transportation Impact Study prepared by McMahon Associates, Inc. dated November, 2014, last revised July, 2017, ("Traffic Report"), a Roadway Drainage Report dated July 2017 and a Pennsylvania Department of Transportation Highway Occupancy Permit Application, last revised November 13, 2017, which Reports and application are incorporated by reference and expressly made a part hereof; and,

WHEREAS, Developer submitted in furtherance of its application a draft Declaration of Reciprocal Easements and Restrictions governing the rights and responsibilities of the Developer, DVD and SB ("Declaration") (a copy of said Declaration is attached hereto as Exhibit "A", incorporated by reference and expressly made a part hereof); and,

WHEREAS, Developer also submitted in furtherance of its application a draft Deed of Preservation Easement for the Castle at Mattison Estate/St. Mary's Villa and other Historic Assets (including the Castle, the stone entrances, the iron gates, the perimeter stone walls, the lake and retaining walls, the gazebo, site statuary and the springhouse ruins), with preliminary exhibits setting forth the plans and specifications for the initial restoration of the Castle and other Historic Assets, future restoration and permitted future alterations for the Castle, and minimum maintenance requirements for the Castle and other Historic Assets ("Preservation Easement") (a copy of the draft Preservation Easement is attached hereto as Exhibit "B", incorporated by reference and expressly made a part hereof); and,

WHEREAS, the Board of Commissioners on May 9, 2017, granted Conditional Use approval for a mixed use residential-historic district development, pursuant to the provisions of the Upper Dublin Township Code, Chapter 255, Article XXXVII, §§ 255-281 – 255.286 (a copy of the Conditional Use approval dated May 9, 2017, is attached hereto as Exhibit "C," incorporated by reference and expressly made a part hereof); and,

WHEREAS, the Developer desires to obtain preliminary/final land development approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code, 53 P.S. §10508.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary/final approval of the land development as shown on the Plans and described in the Reports subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The development shall be constructed in strict accordance with the Plans, except as modified pursuant to paragraphs 14-16 below, the Plan notes and details, the Reports, the terms and conditions of this Resolution and the terms and conditions of a Land Development Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the Plans.

3. Developer, DVD and SB shall enter into a Post Construction Stormwater Management and Best Management Practices Operations and Maintenance Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the Plans.

4. Developer shall provide financial security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements, erosion and sedimentation control, stormwater management, lighting and landscaping shown on the Plans.

5. All utilities serving the structures proposed to be built on the Property shall be placed underground.

6. Developer shall obtain a final highway occupancy permit from the Pennsylvania Department of Transportation ("PennDOT"), modified to incorporate the October 3, 2017 review letter and December 7, 2017 email comments of the Township's

traffic engineer, Jack Smyth, Jr., P.E., Boles Smyth Associates, Inc., and provide such financial escrows for the traffic improvements as required by PennDOT, subject to the review and approval of the Township Engineer.

7. Developer shall enter into a final Preservation Easement, and finalize the initial restoration plans for the Castle and the other Historic Assets identified therein, within sixty (60) days of the date of this Resolution, subject to the review and approval of the Preservation Alliance for Greater Philadelphia, KSK Engineers, Inc. and the Township.

8. Developer shall complete the initial restoration of the Castle and other Historic Assets in accordance with the Preservation Easement within eighteen (18) months of the date of execution of the Development Agreement. Prior to or contemporaneous with the execution of the Land Development Agreement and posting of required financial security with Upper Dublin Township to assure proper installation of site improvements, a separate financial security agreement shall be entered into with the Township in an amount necessary to complete the initial restoration of the Castle and other Historic Assets in accordance with bona fide bids furnished to and approved by The Preservation Alliance of Greater Philadelphia, KSK Engineers, Inc. and the Township.

9. Developer shall enter into separate Preservation and Façade Easements for the historic Cedar Road Gatehouse and the historic Bethlehem Pike Gatehouse with the Preservation Alliance of Greater Philadelphia prior to execution of the Development Agreement, subject to review and approval by the Township Engineer and Township Solicitor.

10. There shall be no additions to the historic Cedar Road Gatehouse or the historic Bethlehem Pike Gatehouse, and no accessory uses in the rear or side yards such as

decks, sheds, swimming pools or detached garages, without application to and approval by the Township and compliance with all applicable Township Codes and the applicable Preservation and Façade Easement.

11. Developer shall provide a one time donation to the Preservation Alliance of Greater Philadelphia in the amount of One Hundred and Twenty Thousand Dollars ($120,000.00), within sixty (60) days of the date of execution of the Development Agreement, for oversight of the initial restoration of the Castle and other Historic Assets and the required on-going maintenance of the Castle and other Historic Assets.

12. Developer shall obtain approval from the Federal Emergency Management Agency of a Letter of Map Amendment and submit a revised Flood Insurance Rate Map for the Property to the Township prior to the start of construction.

13. Developer shall obtain all permits and approvals necessary for the St. Mary's Villa lake reduction and stream restoration consistent with the Memoranda of Agreement between the United States Army Corp of Engineers ("US COE") and the Pennsylvania Historic Preservation Officer, pursuant to 36 C.F.R. §§ 800.6(b)(1) and 33 C.F.R., Part 325, Appendix C, and pursuant to permits issued by the US COE and the Pennsylvania Department of Environmental Protection ("PA DEP"), subject to review and approval by the Township Engineer and by the Preservation Alliance of Greater Philadelphia.

14. Developer shall modify the Plans to conform to the Township Engineer's review letter dated October 20, 2017.

15. Developer shall modify the landscape plan for the development, sheets 46-56 of 88 of the Plans, to incorporate the review letter of the Township's landscape consultant, Land Concepts, Inc., dated November 1, 2017.

16. Developer shall modify the lighting plan for the development, sheets 48 and 57-63 of 88 of the Plans, to incorporate the review comments of the Township's lighting consultant, Stubbe Consulting, LLC, dated October 20, 2017.

17. Developer shall enter into a contract with the Bucks County Water and Sewer Authority to supply sanitary sewer service to the development.

18. Developer shall enter into a contract with Ambler Borough Water Department to provide water service to the development.

19. Developer shall comply with the terms and conditions of the conditional use decision granted by the Board of Commissioners on May 9, 2017.

20. Developer shall provide to the Township Engineer for his approval the legal descriptions for the easements prior to the Plans being recorded.

21. Developer shall offer in recordable form, subject to the approval of the Township's Solicitor, the final Declaration governing the rights and responsibilities of the Developer, DVD and SB, prior to the Plans being recorded.

22. The Developer, DVD and SB, and any homeowners association subsequently formed by DVD, shall provide for the perpetual maintenance of the open space, the trails, roadways, rights of way, all retaining walls, street lights, the curbs, the stormwater management facilities, the lake and stream. All roadways in the development shall be undedicated and the Developer, DVD and SB, including any subsequently formed homeowners association, shall be responsible for providing services in the nature of but not

limited to: snow and ice removal, street and driveway maintenance, trail and sidewalk maintenance, recycling, street lighting, stormwater management maintenance, Post Construction Stormwater Management BMPs maintenance and trash removal, it being understood that Upper Dublin Township will not be providing municipal services in the nature of these services to be provided by the Developer, DVD, SB and any subsequently formed homeowners association.

23. Developer shall pay to the Township an open space fee in the amount of $1,500.00 for each of the 354 proposed dwelling units, for a total open space fee of Five Hundred Thirty One Thousand Dollars and No Cents ($531,000.00), in compliance with Township Code, Chapter 110-13(d). The fees shall be paid at the time the Developer, DVD or SB applies for a building permit for a dwelling unit(s).

24. Developer shall notify the Township within thirty (30) days of full occupancy of the 104 residential units, full occupancy of the 250 independent senior living apartments and full employment and staffing achieved at the senior living apartment complex. Within ninety (90) days of concurrence by the Township, Developer will obtain two (2) separate weekday traffic counts limited to a Tuesday, Wednesday or Thursday which satisfy PennDOT requirements for a Traffic Signal Warrant Analysis at the future entrance to the development from Bethlehem Pike at Mattison Avenue and at Bethlehem Pike and Lindenwold Terrace. Developer will prepare a Traffic Signal Warrant Analysis for the two intersections listed above and will use the higher of the two traffic counts as the basis for the analysis. If PennDOT authorizes issuance of a permit for traffic signalization at the future entrance to the development from Bethlehem Pike at Mattison Avenue and/or

at Bethlehem Pike and Lindenwold Terrace, the Developer shall fund design and construction as required by a new Traffic Signal Permit plan to be approved by PennDOT.

25. Developer shall obtain a permit or other approval from the Montgomery County Conservation District for the erosion and sedimentation control plan, stormwater management facilities and post construction stormwater management plan prior to the start of construction.

26. The Developer has requested 27 waivers of the Subdivision and Land Development Ordinance ("SALDO") and other Township Ordinances. The requested waivers are hereby granted or granted with conditions, as follows:

(a) A waiver from section 99-17.D.(1) to 72% disturbance of existing 10-15% slopes in accordance with state erosion and sedimentation pollution control standards in lieu of the maximum permitted disturbance of 40%.

(b) A waiver from section 99-17.D.(2) to 70% disturbance of existing 15-25% slopes in accordance with state erosion and sedimentation pollution control standards in lieu of the maximum permitted disturbance of 30%.

(c) A waiver from section 99-17.D.(3) to 42% disturbance of existing 25% or greater slopes in accordance with state erosion and sedimentation pollution control standards in lieu of the maximum permitted disturbance of 15%.

(d) A waiver from section 158-14.D.(3).(d) and 158-14.D.(3).(e) to permit site lighting as proposed by the lighting plan to remain on after 11pm in hours of darkness (but controlled by photocell or other automatic switching) for safe pedestrian and vehicular circulation throughout the residential

development and independent senior living facility given varying shift changes, visitation, and emergency needs, subject to review and adjustment by the Township after one full year of operation at full capacity.

(e) A partial waiver from section 206-31.J to permit disturbance of the small pocket of the riparian corridor district limited to the area identified as being within 1 ft. above the 100-year water surface elevation as identified in the site-specific flood study prepared by Skelly & Loy, Inc. This waiver is limited to the area which is beyond 50 ft. from the top of bank and outside of the 100-year floodplain, and is created due to a small depression in the ground adjacent to the stream.

(f) A waiver from section 206-35.F. to permit the below-grade detention facilities to count towards the water quality requirement in a similar manner detailed in the PADEP BMP Manual.

(g) A waiver from section 206-36.B. to permit BMPs to retain runoff for a 72 hour period in lieu of the maximum permitted 48 hour period and to allow a factor of safety of 2 in lieu of the required factor of safety of 3, in compliance with the PADEP BMP Manual.

(h) A partial waiver from section 206-103.B(1) to permit stormwater pipe sizes of fifteen (15) inches, in lieu of the minimum permitted eighteen (18) inches, to provide for clearance between proposed stormwater and sanitary pipes, as specifically identified in the Storm Sewer Profile Plans.

(i) A partial waiver from section 206-103.B(3) to permit stormwater junctions to match inverts in lieu of the required 2 inch drop within storm structures in an effort to provide adequate pipe cover over the affected portion of the conveyance system, provided all stormwater junctions are constructed in accordance with PennDOT requirements and the Storm Sewer Profile Plans.

(j) A waiver from section 206-103.B.(11) to permit standard PennDOT inlets at sump conditions provided adequate conveyance is achieved under actual conditions as predicted in the stormwater calculations.

(k) A partial waiver from section 206-103.B.(13) to permit less than 2 ft. of cover over stormwater pipe provided a minimum of 1 ft. of cover is achieved in these locations in accordance with manufacturer specifications and subject to approval of the Township Engineer.

(l) A partial waiver from section 206-103.F(1) to permit inlets to be placed at the curved portion of curbs in cases in which the curb radii is large enough to accommodate a short straight section of inlet; provided, however, the partial waiver is not applicable at the base of ADA ramps.

(m) A waiver from section 212-8 to allow for no dedication of right-of-way along the frontages of the Property; provided Developer grants the Township an easement between the legal and ultimate right of ways for access, inspection and maintenance.

(n) A waiver from section 212-14.J to allow for no dedication of right-of-way along the frontage of the Property; provided the Developer grants the

Township an easement between the legal and ultimate right of ways for access, inspection and maintenance.

(o) A partial waiver from section 212.15.A.9 to permit site features within the required sight triangles at the main site access drive along Bethlehem Pike to preserve historic features within the areas of the sight triangles that would otherwise be required at this access drive. In lieu of sight triangles, the access driveway is designed in consideration of sight distances in accordance with PennDOT rules and regulations.

(p) A waiver from section 212-15.B to allow for no dedication of right-of-way along the frontages of the Property; provided the Developer grants the Township an easement between the legal and ultimate right of ways for access, inspection and maintenance.

(q) A waiver from section 212-16.A(2) to permit the Lindenwold Terrace one-way site access driveway to be 12 ft. wide and the Bethlehem Pike one-way site access driveway to be 14 ft. wide in lieu of the minimum required 18 ft. wide access driveway to preserve the existing perimeter historic walls located at both entrances.

(r) A waiver from section 212-17.B to permit perpendicular parking along the private streets not separated from the cartway by a minimum of 7 feet in an effort to minimize impervious coverage on site and maximize landscape buffering capability in these areas.

(s) A waiver from section 212.17.D to permit parking within 10 feet of the independent senior living facility.

(t) A waiver from section 212-18 to provide sidewalk on only one side of the internal private streets in an effort to minimize impervious cover

(u) A waiver from section 212-19 to maintain existing curb along the surrounding roads and/or to only add curb along Bethlehem Pike as required by PennDOT so not to detract from the preservation of the historic district in which this Property lies.

(v) A partial waiver from section 212-23.A and from section 99-3 to permit the removal of excess topsoil for use by Upper Dublin Township, as directed by Upper Dublin Township.

(w) A partial waiver from section 212-24.C.4 to allow for twin/townhome roof runoff to discharge to grade via downspouts yet ultimately flow through the conveyance system to infiltration facilities on the Property. As proposed by the Plans, the waiver is also to allow roof runoff from the independent senior living campus via conveyance piping direct to the proposed infiltration facilities. This waiver is based on limited infiltration capabilities as found during testing of the site and is granted conditioned on a permit issued by MCCD, consistent with PA DEP's BMP Manual, and is further conditioned on review and approval by the Township Engineer on a building by building basis.

(x) A waiver from section 212-32.E(1)(i) to permit the use of the updated tree survey plan in lieu of a schedule to identify existing trees to be removed and existing trees to remain.

(y) A waiver from section 212.32.F(1)(b)[2] to permit trees as close as 2.5 ft. to the public sidewalk along Road A and between 3 to 8 ft. in some other locations throughout the site in lieu of the minimum required 8 ft. separation.

(z) A waiver from section 212-32.F.8 to allow for disturbance of the watercourse buffer in two (2) areas: 1) to allow for redevelopment of prior developed/disturbed lands surrounding St. Mary's Lake, technically within the watercourse buffer, given that the disturbance area in question does not drain toward the "waters" associated with the lake (now nor after the stream restoration project) because the area in question technically does not meet the intent of a riparian buffer; and, 2) to fill in a small pocket/void area only defined as buffer due to it being within 1 ft. of the site-specific 100-year flood limits, not within the limits of the 100-year storm.

(aa) A waiver from section 212-32.H(1) strictly for the ratio at which the trees have been replaced.

27. The independent senior living apartments and associated amenities shall be owned and operated by a for profit entity for a minimum of twenty (20) years, measured from the date of issuance of a certificate of occupancy.

28. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans, traffic improvements, historic preservation requirements, and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

29. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code, 53 P.S. §10509(b) the payment of all applicable fees and the funding of all escrows required by this Resolution and the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township, which extension shall not be unreasonably withheld. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan and Declaration shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this conditional preliminary/final land development approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 13th day of March, 2018.

UPPER DUBLIN TOWNSHIP

BY: _____
IRA S. TACKEL, President

Attest:

_____
PAUL A. LEONARD, Secretary

EXHIBIT A

DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS

PREPARED BY
Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422-0765
Attn: Simi Kaplin Baer, Esquire
(610) 941-2657

RETURN TO:
Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422-0765
Attn: Simi Kaplin Baer, Esquire
(610) 941-2657

Tax Parcel Identification. Nos.: 54-00-02290-005; 54-00-06163-002

DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS (the "**Declaration**") is made this ____ day of _____, 2018, by and between **LINDENWOLD RESIDENTIAL ASSOCIATES, LLC**, a Pennsylvania limited liability company ("**LRA**"), **DUBLIN VILLA DEVELOPMENT, LLC** ("**DVD**"), and **SOUTH BAY PARTNERS**, a Texas _____ (**SB**"). DVD, LRA, and SB and their successors and assigns may be referred to herein each as an "**Owner**" and collectively as the "**Owners**."

RECITAL

A. Sisters of the Holy Family of Nazareth U.S.A., Inc. ("**Sisters**") was the former owner of certain property located in Upper Dublin Township, Montgomery County, Pennsylvania, tax parcel numbers 54-00-02290-005 and 54-00-06163-002, each of which is more fully described on **Exhibit "A"** attached hereto and made a part hereof ("**Overall Property**").

B. LRA is the "master developer" of the Overall Property.

C. It is envisioned that SB will acquire and develop the "SL Parcel" (as described below), which is a portion of the Overall Property. Unless and until SB acquires the SL Parcel, LRA will retain all of the rights and obligations granted to SB hereunder.

D. It is envisioned that DVD will acquire and develop the "Residential Parcel" (as described below), which is a portion of the Overall Property. Unless and until DVD acquires the Residential Parcel, LRA will retain all of the rights and obligations granted to DVD hereunder.

E. LRA obtained the permits and approvals to consolidate and subdivide the Overall Property in accordance with the parcel plan, attached hereto and made a part hereof as **Exhibit "B"** ("**Plan.**").

F. The Plan depicts five (5) parcels each labeled on the Plan; the Castle Parcel ("**Castle Parcel**"); the Senior Living Parcel ("**SL Parcel**"), the Residential Parcel ("**Residential Parcel**"), Gate House Parcel #1 ("**GH Parcel 1**"),and Gate House Parcel #2 (**GH Parcel 2**"). The Castle Parcel, SL Parcel, Residential Parcel, GH Parcel 2 and GH Parcel 2 shall each be referred to herein as a "**Parcel**" and collectively as the "**Parcels.**"

F. SB intends to develop the SL Parcel as a senior living campus ("**Senior Living Campus**"). LRA intends to develop GH Parcel 1 and GH Parcel 2 each as a single family detached residential dwelling and retain the Castle Parcel as a historical feature consistent with the uses and current zoning as noted in the Conditional Use Approval. DVD intends to construct single family, semi-attached residential units (each a "**Unit**" and collectively "**Units**") on the Residential Parcel. The "**Project**" shall be defined as the Parcels together with the improvements to be constructed thereon in accordance with the Land Development Plans, the roads, the storm water facilities and utility facilities serving the Parcels.

H. All financial responsibilities not related to historic preservation of LRA, SB and DVD pursuant to this Declaration shall be split forty six percent (46%) by SB and fifty four percent (54%) by DVD and may be referred to herein as each entity's "**Pro-rata Share.**" [Note: construction of new retaining walls will be split 40% DVD, 60% LRA;]

The development of the Units on the Residential Parcel shall be referred to herein as the "**Residential Project**." The development of senior living facility on the SL parcel shall be referred to herein as the "**SL Project**". All of the development and construction on the Parcels shall be completed as shown on the Final Land Development Plans for the subdivision "Mattison Estate" prepared by Bohler Engineering, Inc. dated April 28, 2016, last revised _____, 2018 ("**Land Development Plans**"). It is anticipated that LRA shall perform the common site work for the Overall Property under this Declaration, whereupon DVD and SB shall reimburse their Pro-rata Shares. Notwithstanding the foregoing, however, LRA shall be permitted to assign its obligation to perform the common site work improvements and right to seek reimbursement hereunder to either DVD or SB.

I. The Land Development Plans require certain easements over the Parcels for the purpose of installing and/or connecting to already existing gas, electric, water, sewer, telephone cable and related services (the "**Utilities**") and constructing and using the entrance road shown on the Land Development Plans on the Residential Parcel ("**Entrance Road**").

J. The Land Development Plans also require that Owners install stormwater pipes, manholes and related facilities, including detention basins, as shown on the Land Development Plans (as the same maybe hereinafter modified or replaced, the **"Stormwater Facilities"**) on the Parcels so that the stormwater runoff from the Project can drain into and through the Stormwater Facilities to be constructed (the **"Stormwater Management"**). The Units, Senior Living Campus, Stormwater Facilities, Utilities, and Entrance Road shall be referred to hereinafter as the "**Improvements**".

K. The approval of the Township to construct the Project in accordance with the Land Development Plans requires that the Owners agree to maintain the historical resources described herein, as well as set forth in that certain Deed of Preservation Easement dated _____ and recorded in the Office of the Recorder of Deeds in and for Montgomery County on _____ at Deed Book ____, Page ____, which is incorporated by reference herein ("**Primary Declaration**"). The Primary Declaration is attached hereto and made a part hereof as **Exhibit "C"**. The Township, as more fully described in Article II hereof, has delegated jurisdiction to assure the proper maintenance of the historical resources described herein to The Preservation Alliance for Greater Philadelphia ("**Alliance**") but may, in the future, upon written approval of the Owners, delegate such jurisdiction to another qualified historic organization, in lieu of the Alliance, upon which, references to the Alliance herein shall refer to such alternative organization.

L. Prior to the date hereof, LRA took title to the GH Parcel 4, GH Parcel 5, and Castle Parcel from the Sisters pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County recorded at Book ____ Page ____ and DVD, took title to the Residential Parcel pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County recorded at Book ____ Page ____ (collectively the "**Deeds**") and SB took title to the SL Parcel pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County recorded at Book ____ Page ____ (collectively the "**Deeds**"). LRA, DVD and SB hereby subordinate the Deeds to this Declaration and agree to be bound and subject to all of the easements, covenants and restrictions set forth in this Declaration as if the Declaration were recorded prior to the recording of the Deeds.

M. By that certain Declaration of Easements, Restrictions and Covenants dated November 21, 2014 and recorded in the Office of the Recorder of Deeds, Norristown on December 2, 2014 in Deed Book 5936, Page 1827 *et seq.* (the **"2014 Declaration**) attached hereto as **Exhibit "F",** the Sisters of the Holy Family Nazareth-USA, Inc. subjected the Overall Property and the present and future owners thereof and any HOA or Condominium Association formed by one or more of them, to certain obligations, including the obligation to preserve and

maintain in perpetuity the Historic Features on the Overall Property as set forth in the 2014 Declaration. Nothing in this Declaration is intended to contravene or limit the responsibilities and obligations of the Owners as set forth therein, thus in construing this Declaration and the 2014 Declaration, the latter shall take precedence. The Owners concur that the 2014 Declaration became effective by the timely adoption of the Zoning Ordinance referenced in paragraph 1 thereof.

N. Upon the application for conditional use of LRA, the Board of Commissioners of Upper Dublin Township granted conditional use for the development of the Overall Property. The parties concur that this Reciprocal Easement is in furtherance of that approval and is intended to be in conformance to and in satisfaction of the conditions set forth therein. The Conditional Use Decision is attached as **"Exhibit G."**

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, LRA, DVD and SB hereby covenant and declare, for themselves and their successors, assigns and successors in title to the Parcels, as follows: (i) each Parcel shall be and is hereby declared to be subject to the easements, covenants and restrictions more particularly set forth in this Declaration for the benefit of the other Parcels; and (ii) the Parcels shall be and are hereby declared to be subject to the restrictive covenants more particularly set forth in this Declaration. Each Parcel shall hereafter be held, transferred, sold, conveyed, used, rented, enjoyed, occupied, mortgaged or otherwise encumbered or disposed of subject to the covenants, easements, rights and restrictions set forth in this Declaration.

I. GRANT OF EASEMENTS; CONSTRUCTION MATTERS

A. Access Easement

(1) DVD hereby grants to and conveys to LRA and SB and their successors and assigns, for the benefit of the SL Parcel, GH Parcel 4, GH Parcel 5 and Castle

Parcel, a perpetual, non-exclusive easement over the area depicted on the Land Development Plans as the "Entrance Road," which area is more fully described on **Exhibit "D"** attached hereto and made a part here of ("**Entrance Road Easement Area**") for pedestrian and vehicular access to provide ingress and egress from Bethlehem Pike to the SL Parcel, and Castle ("**Entrance Road Easement**").

(2) LRA shall construct the Entrance Road and DVD/SB shall be obligated to reimburse LRA their Pro-rata Share therefor. Any such reimbursement by DVD/SB shall be limited to costs incurred by LRA for a "cost-plus" contract for such work, with fees to the contractor being limited to five percent (5%) of the hard costs of construction. DVD/SB shall have the right to verify quantities and unit-costs of work performed and charged by such contractor and requested to be reimbursed by LRA. Such reimbursement shall be made by DVD/SB within thirty (30) days after receipt of a paid invoice from LRA detailing the costs for which reimbursement is requested in accordance with this Section I(A)(2) together with reasonable evidence of payment and executed lien releases from any applicable contractor and/or subcontractor.

(3) DVD, LRA and SB shall use commercially reasonable efforts to ensure that the access, ingress and egress of pedestrian and vehicular traffic to and from Bethlehem Pike is not unreasonably interfered with or unreasonably restricted. Neither DVD, LRA nor SB shall, at any time hereafter, build, install, construct, plant, locate or relocate any temporary or permanent buildings, structures or landscaping that would in any way materially interfere with the Entrance Road Easement. Any damage caused by a parties' construction activities shall be promptly repaired by said party, at its sole cost and expense, to the commercially reasonable satisfaction of the affected Parcel Owner. DVD, LRA, and SB shall cooperate in good faith to determine the cause and extent of any such damage. If the cause of such damage cannot be determined, the parties' shall each have the right, but not the obligation, to cause such damage to be repaired and the cost of such repairs shall be shared by in accordance with their respective Pro-rata Shares. The party that elects to perform such repairs shall be reimbursed by the other party within thirty (30) days after receipt of a paid invoice detailing the costs for which reimbursement is requested in accordance with this Section I(A)(3) together with reasonable evidence of payment and executed lien releases from any applicable contractor and/or

subcontractor. If any dispute arises with respect to the determination of the cause of any damage described in this paragraph, such dispute shall be resolved in accordance with the provisions of Section III(E) below.

(4) Until DVD commences construction of the Residential Project, LRA shall be responsible, at its sole cost and expense, to maintain (including, but not limited to the removal of snow and ice) and repair the Entrance Road Easement Area. Upon, the commencement of construction of the Residential Development, the responsibility to maintain (including, but not limited to the removal of snow and ice) the Entrance Road will shift to DVD and /SB shall be obligated to reimburse DVD for forty six percent (46%) of the costs for all capital improvement, maintenance and repair to the Entrance Road. Such reimbursement shall be made by SB within thirty (30) days after receipt of a paid invoice from DVD detailing the costs for which reimbursement is requested in accordance with this Section I(A)(4) together with reasonable evidence of payment and executed lien releases from any applicable contractor and/or subcontractor. Notwithstanding anything to the contrary contained herein, in no event shall any Owner be responsible to pay the cost of any repair, maintenance or replacement of the Entrance Road and/or Entrance Road Easement Area arising out of the negligent acts or omissions of any other Owner or its employees, agents or contractors.

B. **Utility Easement**. DVD hereby grants and conveys to LRA, SB, their successors and assigns, for the benefit of the SL Parcel, GH 1 Parcel, GH 2 Parcel, and the Castle Parcel a perpetual, non-exclusive easement over the Entrance Road Easement Area to construct, install, connect, operate, maintain and from time-to-time, reconstruct and repair underground fiber optics, pipes, cables and wires and sanitary sewer pipes ("**Utility Facilities**") necessary to bring utilities to the SL Parcel, GH 1 Parcel, GH 2 Parcel and the Castle Parcel together with the right to obtain service using the Utility Facilities. DVD shall not construct anything within the Entrance Road Easement Area which would interfere with the rights of LRA or SB under this paragraph. LRA shall have the right to grant to third parties additional and similar easements which are deemed reasonable by LRA in connection with the supply of utility services to the Overall Property and the Improvements constructed thereon or any part thereof so long as any such easement does not interfere with the rights of DVD/SB as contemplated in this paragraph. DVD shall not commence any construction or disturb the

Entrance Road Easement Area without the prior written consent of LRA, which consent shall not be unreasonably withheld, delayed or conditioned. Upon the installation of the Utility Facilities or any repair or maintenance performed thereto, DVD or LRA, as applicable, shall restore the Entrance Road Easement Area to substantially the same condition that existed prior to any work or other activity conducted by DVD and/or LRA, as applicable, in the Entrance Road Easement Area. In no event shall DVD permit any Utility Facilities installed for the benefit of the SL Parcel, GH 1 Parcel, GH 2 Parcel and/or the Castle Parcel to be relocated without the prior written consent of LRA, which consent shall not be unreasonably withheld, delayed or conditioned.

C. **Stormwater Easement**. The Land Development Plans depict the construction of underground stormwater basins to be constructed on the Residential Parcel and the SL Parcel; 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 Land Development Plans as the *Proposed Storm Sewer Easement*. SB, as the Owner of the SL Parcel, hereby irrevocably grants and conveys to the Owners of the Residential Parcel, GH Parcel 4, GH Parcel 5, and Castle Parcel and their respective successors and assigns, for the benefit the Residential Parcel, GH Parcel 4, GH Parcel 5, and Castle Parcel a perpetual, nonexclusive right and easement to direct storm water runoff from Residential Parcel, GH 1 Parcel, GH 2 Parcel and Castle Parcel to the Stormwater Facilitates located on the SL Parcel in accordance with the Land Development Plans. DVD, as the owner of the Residential Parcel, hereby irrevocably grants and conveys to the Owners of the SL Parcel, GH Parcel 4, GH Parcel 5, and Castle Parcel and their respective successors and assigns, for the benefit the SL Parcel, GH Parcel 4, GH Parcel 5 and Castle Parcel a perpetual, nonexclusive right and easement to direct storm water runoff from SL Parcel, GH Parcel 4, GH Parcel 5 and Castle Parcel to the Stormwater Facilitates located on the Residential Parcel in accordance with the Land Development Plans. No Owner shall construct, place or allow to be constructed or placed on the Stormwater Facilities any object, structure or landscaping which may materially impair the use of or access to the Stormwater Facilities or increase the cost to repair, maintain or replace any Stormwater Facilities. Notwithstanding the foregoing, the Owner of a Parcel shall continue to have the right to utilize the surface of the area in which a Stormwater Facility is located for any purpose which would

not (i) materially interfere with the other Owners' use of the easements described in this Section I(D), or (ii) increase the cost to repair, maintain or replace any of the Stormwater Facilities. It is anticipated that maintenance of the Stormwater Management Facilities shall be governed by an Operations and Maintenance Agreement required by the Township ("**O & M Agreement**") which will be entered into by DVD. DVD will select a contractor who will maintain, repair and replace the Stormwater Facilities in accordance with the standards set forth in the O & M Agreement and the Owner of the Residential Parcel and the Owner of the SL Parcel, GH Parcel 4, GH Parcel 5 and Castle Parcel shall share the costs associated therewith in accordance with their respective Pro-rata Shares. Any such costs shall be paid by the Owners within thirty (30) days after receipt of invoice. Notwithstanding anything to the contrary contained herein, in no event shall any Owner be responsible to pay the cost of any repair, maintenance or replacement of any Stormwater Facilities arising out of the negligent acts or omissions of any other Owner or its employees, agents or contractors.

D. **Easements for Inspection and Maintenance**. Owners, for themselves and their successors and assigns, hereby grant and convey to Township, its successors, assigns and designees a perpetual, non-exclusive right and easement to enter upon the Parcels to (i) access the fire lanes located on the Parcels, as shown on the Land Development Plans, (ii) access and inspect the Stormwater Facilities located on the Parcels, (iii) access, inspect, maintain, repair and replace the sanitary sewer facilities located on the Parcels; access and inspect the Historic Features as itemized in the 2014 Declaration; and for any other municipal purpose whatsoever.

E. **Temporary Easement for Construction Common Site Improvements; Construction Management**. Owners, for themselves and their successors and assigns, hereby grant and convey to LRA, its successors, assigns and designees, a temporary, non-exclusive right and easement to enter upon the Residential Parcel to construct and complete all common site improvements contemplated by the Land Development Plans in accordance with any obligations they may have pursuant to separate agreements. LRA shall cause all such common site improvements to be timely completed in accordance with the Land Development Plans and all applicable laws and ordinances. DVD shall provide construction management and adequate supervision for all such work at the sole cost and expense of DVD.

F. **Insurance**. At all times during the construction of any improvements or performance of any repairs, maintenance or replacements in any of the easement areas described in this Article I, the Owner performing any such construction, repair, maintenance, or replacements shall carry commercial general liability insurance with a combined single limit for personal injury, loss of life and property damage of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate, on a per project basis, and with umbrella coverage of at least $5,000,000.00. The applicable Owner shall also cause any contractor and/or subcontractor performing work on behalf of such Owner to carry the insurance required by this paragraph. All such insurance shall name the Owners and their respective mortgagee(s) as additional insureds. Evidence of any such insurance shall be delivered upon request.

G. **Applicable Laws; Safety**. All activities conducted by Owners in accordance with this Article I shall be conducted in a good and workmanlike manner in accordance with all applicable laws, regulations, ordinances and orders. Without limiting the foregoing, each Owner agrees to strictly comply with all safety programs required by any governmental agency having jurisdiction over the Overall Property, including, without limitation, the Occupational and Safety Health Administration of the United States and the requirements of the Commonwealth of Pennsylvania.

II. COVENANTS AND RESTRICTIONS

A. Located on the Overall Property are certain items and structures which the Township has determined to be of historical significance. The Owners have agreed to operate the Overall Property in accordance with the following covenants and restrictions and in accordance with the Primary Declaration.

B. The following obligations shall be the sole legal and financial responsibility of LRA:

(1) Any restrictions or requirements related to the Gatehouse at Lindenwold Terrace, located on GH Parcel 5, which will be described in a separate easement between LRA and the Alliance. No other party to this Declaration shall bear any legal or financial responsibility related to the Gatehouse at Lindenwold Terrace.

(2) Any restrictions or requirements related to the Gatehouse at Bethlehem Pike, located on GH Parcel 4, which will be described in a separate easement between LRA and the Alliance. No other party to this Declaration shall bear any legal or financial responsibility related to the Gatehouse at Bethlehem Pike.

(3) Any and all obligations related to the Castle as set forth in the Primary Declaration.

C. The following obligations shall be the physical responsibility of LRA, however the costs associated there with shall be split in accordance with each parties' Pro rata Share:

(1) The axial view to the Castle from Bethlehem Pike shall be maintained in the condition which shall exist after the completion of the work performed under the Land Development Plans. If Owner(s) wishes to alter, this will be reviewed by and be subject to the approval of the Township.

(2) Remove the Sunken Garden and construct as shown on the Land Development Plan and ;

(3) Construct the improvements set forth on that certain Dam Safety and Waterway Management Plan/Permit attached hereto and made a part hereof as **Exhibit "E"** attached hereto and made a part hereof;

(4) Comply with the obligations set forth in the Primary Declaration, other than any obligation related to the Castle;

The affirmative obligations set forth in this Article II, Section C. shall be satisfied to the reasonable satisfaction of the Alliance prior to the issuance of any certificates of occupancy for the SL Parcel or the Residential Parcel. [Open: was a requirement of HC, may not be necessary]

D. Voluntary Transfer. The Alliance and any succeeding assignee of the Alliance's interest herein shall have the right to assign either wholly or partially its right, title and interest hereunder to any public agency having and performing governmental functions or to any publicly supported charitable organization described in Section 170(h)(3) and Section

2522(a) of the Internal Revenue Code. First right will go to the _____ Historical Society.

E. Involuntary Transfer. In the event the Alliance shall cease to be an organization described in both Section 170(h)(3) and Section 2522(a) of the Internal Revenue Code, then its rights and duties hereunder shall be awarded under the doctrine of *cy pres* by a Court of competent jurisdiction; provided however that at the time of such acceptance, such entity shall be either an organization described in Section 170(h)(3) and Section 2522(a) of the Internal Revenue Code or a public agency performing governmental functions. First right will go to the [option to select a second historical society, or can allow courts to select].

III. REMEDIES

A. **Historic Preservation**.

(1) If the covenants set forth in Article II, Sections A. B. C. or D. above are violated, the Owners of Parcels and/or Alliance or the Township (each, a "**Governing Authority**") shall be entitled to obtain an order specifically enforcing such covenants or an injunction prohibiting any such breach of such covenants.

(2) Notice; Cure Period. The Governing Authority shall notify the Owner accused of the violation ("**Applicable Owner**") of the violation and the corrective action required to be performed by Applicable Owner, at Applicable Owner's sole cost and expense, to cure the violation and/or to restore the portion of the Property harmed or altered as a result of the violation. Applicable Owner shall have (30) days from notice to begin the cure. The cure period shall be sixty (60) days, subject to extension for such reasonable period of time as may be necessary to cure, if Applicable Owner has commenced to cure within the initial 60-day period and continue thereafter to use best efforts and due diligence to effect a cure. No notice or cure period is required if, in the opinion of Alliance, circumstances require immediate action to prevent or mitigate significant damage to any feature of the Property the preservation or conservation of which is identified herein. **By way of example, for any violation of Section II C, DVD or the Association created for the Residential Project shall be the Applicable**

Owner to be notified by the Governing Authority. Notwithstanding the foregoing, LRA and SB shall be responsible for their Pro-Rata shares.

(3) Remedies. Upon the expiration of such cure period (if any) as is provided in the preceding subsection, the Alliance or any Government Agency or Non-profit Land Conservation or Historic Preservation Organization so designated in writing by the Alliance may do any one or more of the following:

(a) Seek injunctive or other relief to specifically enforce the terms and conditions of this Grant and Declaration and to enforce the 2014 Declaration; to restrain present or future acts in violation of the Grant and Declaration against Applicable Owner; and to compel the performance by Owners of such acts as may be required to protect, preserve and restore the Property in conformity with the Grant and Declaration Objectives and the 2014 Declaration; and

(b) Recover all reasonable and actual costs and expenses incurred by Alliance against Owners in connection with any corrective action undertaken by Alliance, including attorneys' fees, court costs and the fees of consultants and other professionals engaged by Alliance in connection with the violation.

Alliance's remedies described in this section shall be cumulative and concurrent and shall be in addition to all remedies now or hereafter existing at law or in equity.

(2) **Cure Rights of Owners not related to Historic Preservation.**

(a) **Cure rights of Owners**. If any Owner 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 (i) fifteen (15) days for monetary obligations or (ii) 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 any 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 and completed within ninety (90) days from the date of written notice), or (iii) in the case of an emergency or hazardous condition, such Owner fails to proceed immediately to cure the same after service of such notice as is reasonable under the circumstances, then in any of such events, in addition to any other remedies which any Owner or the Township may have at law or in equity or as otherwise provided in this Declaration, Township, may, but shall not be obligated to, enter upon the Parcel of such defaulting Owner, if necessary, to cure or prosecute the curing of such default at reasonable expense, and the actual, out-of-pocket expense of such cure and prosecution shall be paid by such defaulting Owner to Township within ten (10) days after written demand thereof. Township shall be entitled to offset the actual, out-of-pocket expenses of such cure and prosecution if the payment of any sums payable hereunder is due by Township to the defaulting Owner. Any notice sent pursuant to this section shall be sent to the defaulting Owner and to any mortgagee of the defaulting Owner which has previously requested of Township, in writing, that any such notices also be delivered to such mortgagee. Any sums not paid within said time period shall bear interest computed from the date of expenditure to the date of payment at a rate equal to the lesser of (i) twelve percent (12%) per annum or (ii) the maximum rate permitted by law. If any Parcel has been further subdivided or submitted to the provisions of the Pennsylvania Uniform Planned Community Act or the Pennsylvania Uniform Condominium Act, the claim shall be secured by a municipal lien on each Parcel and/or Unit, as applicable, proportionate to each Owner's Pro-rata Share percentage ownership interest.

(3) Notwithstanding anything contained in this Declaration to the contrary, DVD and SB shall each have the right to create a homeowners association or similar association (the "**Association**") in which each Owner shall be required to join. In such event, the Association for each applicable Parcel (and through the Associations, each individual Owner) shall become liable to the other Owners and Governmental Authorities for the satisfaction of the obligations and liabilities hereunder of each Owner and the other Owners shall have no right to claim a default hereunder against any Owner, exercise any remedy against such Owner or cause any lien to attach to any portion of the Parcel owned by such Owner, except to the extent arising

out of the negligence, fraud, or willful misconduct of any such Owner.

B. **Injunctive and Other Remedies**. Except as otherwise expressly provided in this Declaration, in the event of a breach by an Owner of any obligation of this Declaration, the other Owners shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. Any out-of-pocket costs and expenses of any such proceeding, including without limitation, reasonable attorneys' fees and costs, shall be paid by the defaulting Owner.

C. **Nonwaiver**. No delay or omission of an Owner in the exercise of any right accruing upon any default of the other Owner(s) shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by an Owner of a breach of, or a default in, any of the terms and conditions of this Declaration by the other Owner(s) shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration, (i) no remedy provided in this Declaration shall be exclusive but each shall be cumulative with all other remedies provided in this Declaration and (ii) all remedies at law or in equity shall be available.

D. **Non-Terminable Declaration**. No breach of the provisions of this Declaration shall entitle an Owner or party to cancel, rescind or otherwise terminate this Declaration, except as otherwise provided herein, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Declaration.

IV. EFFECT OF INSTRUMENT

A. **Mortgage Subordination**. Any mortgage or deed of trust affecting any portion of the Project 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.

B. **Running with the Land**. The rights, easements, covenants and restrictions

herein established for the benefit of a Parcel (and any portion thereof) shall run with, and be appurtenant to, title to the Parcels and any portion thereof) and, except as otherwise specifically set forth herein, shall be a burden upon each Parcel (and any portion thereof), shall run with the title to each Parcel and any portion thereon, and shall bind and inure to the benefit of the Owners and the Owner's successors-in-title to each Parcel (and any portion thereof). In the event that any easement within a Parcel is dedicated and conveyed to any governmental entity or public utility company following any such dedication and conveyance, and except for continuing maintenance obligations following such dedication and except as otherwise agreed between the parties at such time, the former Owner of such easement shall be relieved of all obligations hereunder for such easement.

C. **Successors and Assigns; Binding Effect**. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, made in this Declaration is made not only for the benefit of the named Owners hereunder but shall constitute an equitable servitude on the portion of the Project owned by such party appurtenant to and for the benefit of the other portions of the Project. Any transferee of any part of the Project shall automatically be deemed, by acceptance of the title to any portion of Project, to have assumed all obligations of this Declaration relating thereto to the extent of its interest in its Parcel and it is expressly agreed that no formal assignment of this document need be signed nor is the consent of either Owner required to give effect to this document as to the assumed portion of the Project. To the extent that any obligation of the Owners to construct the Stormwater Facilities, Utilities and other Improvements is not expressly assigned in this Declaration, it is understood that the various maintenance obligations of Owners shall become the responsibility of the Owner of each Parcel (or its Association, as applicable) upon acquisition of such Parcel and, if applicable, turnover of control of such Parcel to any Association. All of the obligations of the Owners other than the Owners of the Gatehouses hereunder shall be jointly and severally binding on each of them and their respective successors and assigns.

D. **Non-Dedication**. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Project to the general public or for any public use or purpose whatsoever, it being the intention of the Owners and their successors and assigns that

nothing in this Declaration, expressed or implied, shall confer upon any person, other than the Owners and their successors and assigns, any rights or remedies under or by reason of this Declaration. LRA shall provide reasonable provision for public access for visitation to the castle building at reasonable times, for a reasonable duration and with reasonable advance notice.

E. **Modification**. This Declaration shall be recorded by the Township and may not be amended, modified, or terminated at any time unless by a declaration in writing, executed and acknowledged by all the Owners and/or the Association (and not each individual Owner), their successors or assigns, and with the approval of the Township, provided, however, that so long as any first priority mortgage shall encumber any Parcel, the cancellation or attempted cancellation of this Declaration shall not be effective unless the instrument of cancellation is also executed by each party holding any such first priority mortgage encumbering the Parcel.

F. **Notices**. 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 (i) personally or, (ii) by overnight courier prepaid by the sender or, (iii) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses shown below or at such other address 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. Such addresses shall be as follows:

If to Township:

With a Copy to:

If to Owner:

And to:

V. MISCELLANEOUS

A. This Declaration and the easements, rights, obligations and liabilities created hereby shall be for the longer of ninety-nine (99) years or perpetual to the extent permitted by law.

B. If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Declaration and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

C. This Declaration shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws provisions.

D. The Article headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

E. Nothing in this Declaration shall be construed to make the Owners partners or joint venturers or render an Owner liable for the debts or obligations of the other Owner.

F. This Declaration shall be binding upon and inure to the benefit of Owners and their successors.

G. This Declaration may be executed in multiple counterparts, each of which shall be regarded as an original, and all of which together shall constitute one and the same instrument.

H. To the extent that there is any conflict related to monetary or non-monetary obligations among the Owners and/or between the Owners and the Alliance pursuant to the Primary Declaration, this Declaration shall control.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed and sealed as of the day and year first above written.

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC,
a Pennsylvania limited liability company

By: _____
Name: Leonard S. Poncia
Title: Manager

DUBLIN VILLA DEVELOPMENT, LLC

By: _____
Name:
Title:

DUBLIN VILLA DEVELOPMENT, LLC

By: _____
Name:
Title:

SOUTH BAY

By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF :

On the _____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Leonard S. Poncia, who acknowledged himself to be the Manager of **LINDENWOLD RESIDENTIAL ASSOCIATES, LLC**, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

_____

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF :

On the _____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____, of **DUBLIN VILLA DEVELOPMENT, LLC**, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

_____

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF :

On the _____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Peter H. Monaghan, who acknowledged himself to be the Manager of **SOUTH BAY**, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

_____

Notary Public

My Commission Expires:

List of Exhibits

Exhibit "A" Legal Description of Overall Property

Exhibit "B" Plan

Exhibit "C" Primary Declaration

Exhibit "D" Entrance Road Easement Area

Exhibit "E" Dam Safety and Waterway Management Plan/Permit

Exhibit "A"

Legal Description of Overall Property

Exhibit "B"

Plan

Exhibit "C"

Entrance Road Easement Area

Exhibit "D"

Baseline Document

Exhibit "E"

Preservation Plan

Exhibit "F"

Dam Safety and Waterway Management Plan/Permit

EXHIBIT B

DEED OF PRESERVATION EASEMENT FOR THE CASTLE AT MATTISON ESTATES/ST. MARY'S VILLA AND OTHER HISTORIC ASSETS

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT
For
THE CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA & ASSOCIATED SITE RESOURCES

This Deed of Preservation Easement (the "Easement") is made this _____ day of _____ 2018, by **LINDENWOLD RESIDENTIAL ASSOCIATES LLC**, a Pennsylvania limited liability company (the "Grantor"), and **THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**, a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania (the "Grantee").

Background

A. Grantor has legal and equitable fee simple title to the parcel of land and improvements known as 701 S. Bethlehem Pike, Ambler, more particularly described and depicted in Exhibit A attached hereto and made a part hereof (the "Property").

B. The "Property" was determined individually eligible for listing on the National Register of Historic Places by the United States Department of Interior, in a letter dated November 7, 2014.

C. The "Property" consists of a number of improvements, including the former primary residence referred to as the Castle. This building, including all facades of the building, windows and doors, and any improvements, the entirety of the visible roofs and chimneys of the building and any improvements, and the portions of the interior of the building and any improvements (collectively, the "Building") contributes to the historic aspects of Upper Dublin Township, Montgomery County. Grantee considers the Building to represent a valuable example of a historic architectural style worthy of preservation and benefiting the adjacent properties.

D. The "Property" includes other elements which contribute to the historic aspects of Upper Dublin Township, Montgomery County. These elements are collectively referred to as the "Historic Resources" and include stone entrances, iron gates, perimeter stone walls, lake and retaining walls, the gazebo, some statuary, and the springhouse ruins.

E. Gatehouse on Lindenwold Terrace at Cedar Road and Gatehouse on Bethlehem Pike across from Church Street are both considered contributing resources on the site dating to the Mattison era period of significance and will be protected in separate easement agreements and are therefore excluded from this document.

F. Grantee is a qualified conservation organization having as its primary purpose the preservation of historic sites and structures and the conservation of historic and significant open space. Grantee is authorized to acquire and accept interests in historic sites and structures and historic and significant open space including easements.

G. Grantee is a conservation organization qualified under applicable law as an eligible donee for, *inter alia*, the donation of easements for the preservation of historically important structures.

H. The donation of the Easement to Grantee will further Grantee's goal of fostering the conservation of the region's heritage of historically significant structures with aesthetic, architectural, scenic and/or open space values.

I. Grantor and Grantee understand that Grantee has been or will be the recipient of preservation easements and open space easements in addition to the easement contained in this Easement on other properties in Pennsylvania and New Jersey.

J. The grant of this Easement will impose restrictions on the development and maintenance of the Building and Historic Resources in perpetuity (unless indicated otherwise below) and will impose on Grantor and subsequent owners certain continuing maintenance obligations affecting the Building and Historic Resources. The grant of the Easement will give Grantee and any subsequent holder of the Easement the right to enforce the terms and conditions of this Easement forever.

K. Grantor desires to grant to Grantee, and Grantee desires to accept, the Easement on terms and conditions set forth below.

TERMS AND CONDITIONS

Intending to be legally bound hereby, in consideration of the mutual promises herein contained, and in further consideration of other good and valuable consideration paid by Grantor to Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree and declare as follows:

1. Term and Grant.

Grantor hereby grants and conveys to Grantee an estate, interest and easement in the Building and Historic Resources as described in Exhibit C, for the preservation of historic, architectural values of the nature and character and to the extent set forth in this Easement, to constitute a servitude and covenant upon the Building and Historic Resources, running with the land for the benefit of and enforceable by Grantee, to have and to hold the said estate, interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses forever.

2. Scope of Grantee's Estate, Interest and Easement.

The Easement herein granted conveys to Grantee an interest in the Building and Historic Resources consisting of the benefits of the following covenants and undertakings by Grantor:

a. Without the prior written consent of Grantee, Grantor shall not cause, permit or suffer any construction, alteration, remodeling, decoration, demolition, dismantling, destruction, or other activity which would affect or alter in any material way the appearance of the Building and Historic Resources, as described in Exhibit C, except as specifically required herein pursuant to Exhibit B I and/or authorized pursuant to Paragraph 7(b) hereof.

b. Grantor, at Grantor's sole expense, shall maintain the Building and Historic Resources at all times and shall keep the Building and Historic Resources in a state of good repair and shall make sure that the appearance of the Building and Historic Resources, as viewed from any location on any street on or off the site shall not be permitted to deteriorate in any material way, and to this end, Grantor agrees that it shall comply with the Restoration Program and the Minimum Maintenance Program set forth in Exhibit B III and B IV to this Easement.

c. Grantor shall not cause, permit or suffer the removal of any of the original or historic Building elements described in Exhibit C from the Building and Historic Resources, unless consistent with the preservation and conservation objectives of this Easement and with the prior written permission of Grantee, except when the replacement of those elements is required because of imminent danger to the building, to comply with applicable codes, or if a response to the request for approval is not provided within 30 calendar days.

d. Under the terms of this Deed of Easement, the scope is limited to elements which are known to date from the Mattison period (c.1888-1936). The scope as it relates to the interior of the Building is limited to those rooms identified as "Protected Interiors" on the Building plans provided in Exhibit C. The protected elements of the interiors include the surface of walls, ceilings and floors, the volumes of space defined thereby, and the architectural elements, including, but not limited to, the fireplaces, doors and their hardware and ornaments. It is the intent of this Easement that while visible historic elements are to be left in place, the Grantor is not obligated to restoration of these elements and will be allowed to make modifications as appropriate for contemporary use.

e. Grantor shall permit Grantee access to the Building at such reasonable times and upon reasonable prior notice as Grantee may request for the purpose of examining and testing of all structural portions of the Building, the materials and elements of the Building and such portions of the Building as are subject to the Easement.

f. Grantor acknowledges that the setting in which the Building is located, including the scale, design, massing and materials of existing and new buildings or development on the site, affects the historic value of the Building and that Grantee's interest in an appropriate setting is as direct, substantial and immediate as Grantor's interest. The Grantor authorizes Grantee to protect Grantee's interest, through advocacy or litigation, in any federal, state or local board, commission, council, court or agency for appropriate preservation of existing buildings or features and/or for appropriate new development in the nearby area, except for a proposed development consistent with the development plans submitted to Upper Dublin Township on [**insert date here**], or revised versions of these plans as accepted by the Township, so long as the revisions do not significantly alter the impact on the Building.

g. Grantor shall permit Grantee to display on the Building, at its discretion, a small marker or sign evidencing its ownership of the Easement granted herein. The location,

size, design and material of any such marker or sign shall be mutually acceptable to Grantor and Grantee.

3. Existing Conditions, Initial Level of Preservation, Alterations and Preservation Objectives.

a. Exhibit B-I, entitled Initial Restoration, indicates the required work, if any, necessary to be done on the Building and Historic Resources prior to the completion of development project (defined as the work indicated on the Land Development Plan dated September 15, 2017 or as otherwise scheduled therein (the "Initial Restoration").

b. Exhibit B-I and certain photographs, plans and specifications, attached hereto as Exhibit C, shall constitute the aesthetic, architectural, and historic condition in which the appearance of the Building and Historic Resources is to be maintained and preserved after completion of the work required pursuant to Paragraph 3(a) above.

c. Except as otherwise provided in this Easement, such photographs, plans and specifications set forth and described in Exhibit C, as supplemented by Exhibit B-I, shall constitute conclusive evidence of the appearance of the Building and Historic Resources and elements on the Building and Historic Resources which are not to be materially affected or altered pursuant to Paragraph 2(a) above and are to be maintained pursuant to Paragraphs 2(b) and 2(c) above.

d. Exhibit B-II sets forth permitted future restoration and permitted alterations to the Building and Historic Resources, however future alterations will not be limited solely to those set forth and described in Exhibit B-II & B-IV.

4. Rights of Grantee if Building Destroyed.

In the event that the Building is, by reason of fire, natural occurrences, or any other reason, damaged or destroyed, the following provisions are applicable:

a. if partially destroyed or damaged to such an extent or of such nature that the appearance of the Building is altered from the Building's appearance in the photographs, plans and specifications referred to in Paragraph 3 above, but is not totally destroyed in the reasonable judgment of Grantor and Grantee, then Grantor shall, as promptly as is practicable, restore the Building to a condition so that the appearance is restored, as nearly as possible, to that shown in such photographs, plans and specifications; provided, however, that Grantor shall not be required to expend more than the proceeds of insurance received by Grantor on restorations required by this Subparagraph. In addition, Grantor and Grantee, after consultation with each other, may agree upon such other restoration that is consistent with the architectural character, including height, bulk, mass, materials and colors, and landscape character, of the remainder of the Building. If Grantor and Grantee cannot agree as to whether the Building is totally destroyed, or as to appropriate restoration, Grantor may request mediation by a third-party chosen by mutual agreement between Grantor and Grantee, provided that the mediator shall be

experienced in historic preservation and directed that any restoration be consistent with the Secretary of the Interior's Standards for Rehabilitation; and

b. if totally destroyed, then Grantor shall not thereafter erect on the site any building the appearance of which as seen from any street on or off the site is inconsistent with the architectural character, including height, bulk, mass, materials and colors, of the historic existing buildings in the immediate vicinity.

Upon satisfactory completion of such restoration, the appearance of the Building to which Paragraphs 2(a), 2(b) and 2(c) above shall apply shall be the restored appearance of the Building. If Grantor shall fail to restore the Building, within the time period as may typically be required for design, regulatory approvals, insurance settlements, funding procurement, and other activities related to construction as required under this Paragraph 4, Grantee shall have all the rights given it under Paragraph 5 below.

5. Remedies of Grantee.

Grantee shall have all remedies available to it at law or equity including, without limitation, the right to commence legal proceedings to seek specific performance of the terms of this Easement, to enjoin any breach of this Easement by temporary and/or permanent injunction, and/or to require the restoration of the Building to the condition required by this Easement. In the event that the Grantee commences such legal or equitable proceedings, the Grantor shall reimburse Grantee for all reasonable, actual costs incurred, including attorney's fees in enforcing the provisions of this Easement unless it is determined that the Grantee's assertion that the Grantor was in breach of this Easement was substantially without merit. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. Assignment, Successors and Assigns.

a. The terms of this Easement shall constitute a covenant running with the Building for the benefit of Grantee, its successors and assigns and shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, or having any interest therein derived through Grantor. The word "Grantor" when used herein shall include all such persons whether or not such persons have signed this instrument or had any interest in the Building at the time it was signed.

b. Grantor shall promptly notify Grantee in writing of a transfer of all or a portion of the Building, but in no event later thirty (30) days from the date of such transfer.

c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services. Grantee may, however, assign or transfer its interest hereunder to any agency of the Commonwealth of Pennsylvania or the United States of America whose purpose includes, *inter alia*, the preservation of historically important structures and land areas; or to one or more organizations whose purpose includes, *inter alia*, the preservation of historically important structures and land areas, provided such organization has the ability to properly enforce this Easement and, further provided, that such organization is operated exclusively for charitable,

educational, religious, or scientific purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Code). In the event of any assignment or transfer of Grantee's interest, Grantee will require the recipient of its interest to enforce this Easement. Subject to the foregoing provisions of this Paragraph 6, the terms and conditions of this Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

7. **Reservation.**

a. Grantor reserves the free right and privilege to the use of the Building for all purposes consistent with the grant. Nothing herein shall be construed to grant to the general public or any other persons, other than Grantee and its agents, the right to enter upon the Building, pursuant to Paragraph 2(d) above, for the purposes set forth herein.

b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any applicable ordinance, code or law relating to building materials, construction methods or use. In the event of any conflict between any such law and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications to the Building consistent with sound preservation practices and consistent with the requirement of such law. In cases where hazardous conditions require immediate remedies, Grantor may proceed without prior Grantee approval but shall make every reasonable effort to notify Grantee and to comply with any Grantee suggestions of ways to make remedial actions compatible with the historic appearance of the Building.

8. **Acceptance.**

Grantee hereby accepts the right and interest granted to it in this Easement. Grantee shall administer this Easement for the conservation and preservation of the Building and to further Grantee's purposes of fostering the conservation of the region's heritage of historically significant sites and structures with aesthetic, architectural, environmental, historic, scenic and/or open space values.

9. **Grantor's Insurance.**

Grantor shall maintain, at Grantor's own cost, insurance against loss and damage to the property and Building, written at replacement cost value and with a replacement cost endorsement, and comprehensive general liability insurance, including contractual liability, to cover Grantor's obligations under the indemnity provisions of this Easement, against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least thirty (30) days prior to the expiration date of each such policy. All

insurance policies required by this section will be primary with respect to any insurance maintained by Grantee.

10. Release and Indemnification.

Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents, and employees, and shall defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claim, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of by reason of (a) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein; or (b) any act or omission of Grantor; or (c) any loss of life, personal injury and or damages to property occurring in or around the Building except to the extent caused by the gross negligence or willful misconduct of the Grantee or its agents.

11. Estoppel Certificate.

Grantee shall at any time and from time to time, within thirty (30) days after Grantor's written request, execute, acknowledge and deliver to Grantor a written instrument stating that Grantor is in compliance with terms and conditions of this Easement, or if Grantor is not in compliance with this Easement, stating what violations of this Easement exist. If this Easement is extinguished, Grantor and Grantee shall execute and acknowledge a written instrument to that effect that Grantor will cause to be recorded.

12. Condemnation and Extinguishment.

a. In the event a subsequent unexpected change in the conditions of or surrounding the Building (including but not limited to a total or partial condemnation) makes impossible or impractical the continued use of the Building for conservation or preservation purposes, or in the event of any extinguishment of this Easement by judicial decree, then this Easement shall be deemed to have been extinguished, and the parties will cooperate to so extinguish this Easement by judicial proceedings If it is determined that the extinguishment of this Easement was necessitated by the neglect of the Grantor, Grantee shall be entitled to a portion of the proceeds of a subsequent sale, exchange or involuntary conversion of the Building determined pursuant to Subparagraph 12(c) below, which proceeds Grantee shall use in a manner consistent with the conservation and preservation purposes set forth in this Easement. b. In the event of a partial condemnation where the portion of the Building not taken is capable of continued reasonable use, and provided that the portion of the Building not taken contains a material portion of the Building subject to this Easement, and further provided that the remaining Building will continue to serve the conservation and preservation purposes of this Easement, then this Easement shall remain on those portions of the Building not taken by condemnation.

c. If the change in conditions described in Subpararaph 12(a) above giving rise to the termination of this Easement is caused by the neglect of Grantor, the Grantee, on a subsequent sale, exchange or involuntary conversion of the Building, shall be entitled to a portion of the proceeds equal to the product of (a) that proportionate value of the perpetual conservation or preservation restrictions to the value of the Building unencumbered by this

Easement determined as of the date of this Easement multiplied by (b) the net proceeds from such sale or other transaction.

13. Review, Approval and Additional Costs.

Whenever the consent of the Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to requests for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. It is further agreed that whenever the consent of Grantee is required or requested, Grantor shall bear the reasonable costs of Grantee's review, including inspections for purpose of giving estoppel certificates, and Grantor agrees that the costs for Grantee's review shall include reasonable architectural fees and Grantee's reasonable administrative expenses in processing Grantor's request.

14. Change of Building Use; No Subdivision or Assemblage Into Larger Parcel.

Grantor shall notify Grantee prior to effecting any change in use of the Building. Grantor shall be entitled to any use as permitted by the Township Ordinances. Grantor shall secure from the Township any required use and occupancy permit for the altered use. If Grantor should elect to subdivide the Building or submit the Building to a condominium regime, such shall not alter the provisions of this easement in regard to the physical appearance of the Building or the preservation provisions regarding the Building. Grantee's permission shall not be needed for a change of use, but any physical alteration to the Building in connection with a change of use must be approved by Grantee pursuant to Section 2(a) hereof. In the event multiple parties shall have an ownership interest in the Building, each such party shall be jointly and severally responsible to fulfill Grantor's obligations hereunder.

15. Archeological Excavation.

No archeological investigation or excavation, professional or amateur may be undertaken at the Building without the prior written approval of the Pennsylvania Historical and Museum Commission and Grantee.

16. Prohibition Against The Storage, Disposal or Handling of Waste.

Grantor shall not permit or suffer the use, storage, placement, dumping or disposal of chemicals, solid or liquid waste or hazardous material on the site. This prohibition shall not preclude: (a) the use of chemical fertilizers and nutrients necessary or appropriate for the protection and promotion of the vegetation (including any gardens) on the site, pesticides and poisons normally used on a large urban commercial or residential property for the control of rodents or insects, provided such use and storage of such chemicals is permitted by law and regulation; and (b) the composting of biodegradable garden and household waste generated on the site.

17. Certification of Grantee's Status.

By executing this Easement, Grantor and Grantee certify, under penalty of perjury, that the Grantee is a qualified organization (as defined in Paragraph (3) of §170(h) of the Internal

Revenue Code) and has a primary purpose of historic preservation and open space preservation and has the resources to manage and enforce the restrictions created by the Easement and has a commitment to do so.

18. Notices.

For all notices other than those pursuant to Paragraph 6(b), notices or other communications hereunder shall be in writing and shall be deemed to have been given:

a. if hand delivered or sent by express mail or reputable overnight delivery service or by courier, postage prepaid, then, if and when delivered to the respective parties at the below listed addresses (or at such other address as the party may hereafter designate for itself upon ten (10) days prior notice to the other party as required hereby), or

b. if mailed, then on the next business day following the date on which such communication is deposited in the U.S. mail, by first-class registered or certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself upon ten (10) days prior notice to the other party as requested hereby):

c. if electronically, via e-mail with either a return receipt provided by recipients e-mail server or by e-mailed or mailed acknowledgment of receipt by recipient.

If to Grantor:

Lindenwold Residential Associates, LLC
Post Office Box 845
Bensalem, Pennsylvania 19020
Attn: Leonard Poncia
lponcia@gmail.com

with a copy to:

Richard P. McBride, Esquire
5 Apollo Road
Plymouth Meeting, PA 19562-2390
rpm@rpmcbridelaw.com

If to Grantee:

Preservation Alliance for Greater Philadelphia
1608 Walnut Street, Suite 1702

Philadelphia, PA 19103
Attention: Paul R. Steinke, Executive Director

with a copy to:

Lawrence J. Arem, Esquire
Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
Larem@Klehr.com

Paul Leonard
Township Manager
Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034

Gilbert High, Esquire
Upper Dublin Township Solicitor
High Swartz LLP
40 E. Airy Street, P.O. Box 671
Norristown, PA 19404-0671

In the event notice is required to be given to one or more of the mortgagees who consented and subordinated to this Easement, notice shall be given in the form required and at the address indicated on any mortgagee consent.

19. Counterparts; Entire Agreement.

This document may be executed in one or more counterparts which when taken together shall be deemed to be the original. This Easement, including the Exhibits, reflect the entire agreement between Grantor and Grantee and any prior or simultaneous correspondence, understandings, agreements, and representations are null and void unless contained herein.

20. Third-Party Beneficiary.

Upper Dublin Township shall be deemed a third party beneficiary of this Easement. The third party beneficiary shall have the right, but not the obligation, to enforce this Easement in the event that the Grantee is unable or fails to act. Anything herein to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary thereof, except as provided in this paragraph.

21. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by the laws of the Commonwealth of

Pennsylvania, provided that all historic determinations shall be made in accordance with the standards of the United States Secretary of the Interior.

(b) Any lawsuits in connection with this Agreement shall be brought in the Montgomery County, Pennsylvania Court of Common Pleas.

22. Special Conditions.

Subdivision of the Property.
Grantor has advised Grantee that the Property is intended to be subdivided into three parcels (the Residential Parcel, the Senior Living Parcel, and the Castle Parcel), generally as depicted on Exhibit A. (Adjacent parcels for the Gatehouse on Lindenwold Terrace at Cedar Road and the Gatehouse on Bethlehem Pike across from Church Street are depicted on Exhibit A but are not included in the Property and will be subject to separate easement agreements.) The Building will be located entirely on the Castle Parcel. Following conveyance of the Residential Parcel, a Declaration of Planned Community is intended to be recorded against the Residential Parcel and an association (the "Association") will be formed to maintain the Residential Parcel. The parties agree that, upon conveyance of the Residential Parcel and formation of the Association, Grantor, Grantee and the Association will enter into an amendment (subject to the approval of Grantee with respect to the form and substance thereof) to this Easement pursuant to which the Association will assume and be responsible for the performance of all obligations under this Easement with respect to all portions of the Property other than the Castle Parcel, and Grantor shall retain and be responsible for the performance of all obligations under this Easement with respect to the Building, and the Grantee shall enforce the provisions hereof against the respective party responsible therefor.

IN WITNESS WHEREOF, the parties hereto have executed this Easement the day and year first above set forth.

GRANTOR:
Lindenwold Residential Associates LLC,
a Delaware limited liability company

_____ By: _____

GRANTEE:
The Preservation Alliance For Greater Philadelphia,
a Pennsylvania not-for-profit corporation

_____ By: _____
Paul R. Steinke, Executive Director

I CERTIFY THAT THE ADDRESS OF ABOVE-NAMED GRANTEE IS:

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
1608 Walnut Street, Suite 1702
Philadelphia, Pennsylvania, 19103
215-546-1146

_____
Paul R. Steinke
Executive Director

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the _____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared ....., a manager of KPG-IMW Owner, LLC, a Delaware limited liability company, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself as such officer.

_____
NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the _____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared **Paul R. Steinke**, who acknowledged himself to be the Executive Director of The Preservation Alliance for Greater Philadelphia, a Pennsylvania not-for-profit corporation, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such officer.

_____
NOTARY PUBLIC

My Commission Expires:

LIST OF EXHIBITS
for
DEED OF FACADE AND OPEN SPACE EASEMENT
from
GRANTOR
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
For
THE CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler, Pennsylvania

EXHIBIT A

Legal Description of the Property & Subdivision Plan

EXHIBIT B

B-I Initial Restoration

B-II Optional Future Restoration & Permitted Future Alterations

B-III Minimum Maintenance Program

B-IV Minimum Maintenance Program for Protected Interiors

EXHIBIT C

Existing Conditions

EXHIBIT D

Proposed Development Plan

EXHIBIT E

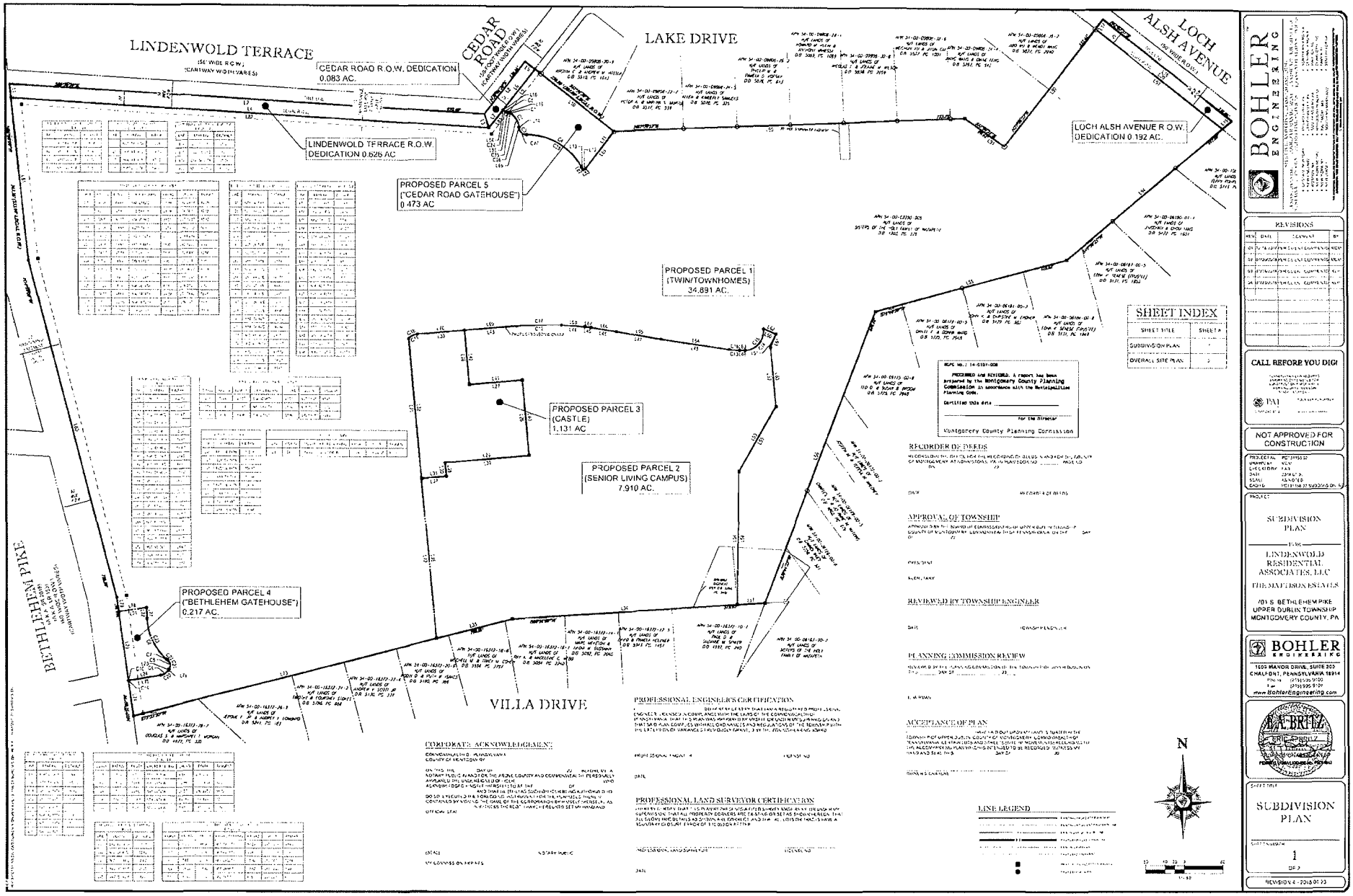
Memorandum of Agreement for St. Mary's Villa Lake Reduction and Stream Restoration

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY & Subdivision Plan
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

Legal Description of Property

Previously discussed to be provided by Lindenwold Residential Associates after subdivision and completion of Land Development.

EXHIBIT A
Subdivision Plan
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA



BOHLER ENGINEERING

REVISIONS

NO.	DATE	COMMENT	BY
01	05/14/2018	PER CLIENT COMMENTS	MCW
02	07/02/2018	PER TOWNSHIP COMMENTS	MCW
03	07/31/2018	PER TOWNSHIP COMMENTS	MCW
04	08/31/2018	PER TOWNSHIP COMMENTS	MCW

CALL BEFORE YOU DIG!

PA1

NOT APPROVED FOR CONSTRUCTION

PROJECT NO: 25155532
DRAWN BY: MCW
CHECKED BY: PAT
DATE: 04/30/18
SCALE: AS NOTED
SAVED: H:\2015\25155532\DWG\SP-1.dwg

SUBDIVISION PLAN

FOR:

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC

THE MATTISON ESTATES

701 S. BETHLEHEM PIKE
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PA

BOHLER ENGINEERING
1600 MANOR DRIVE, SUITE 200
CHALFONT, PENNSYLVANIA 18914
PHONE (215) 996-9100
FAX (215) 996-9199
www.BohlerEngineering.com

R.A. BRILZ
ERIC BRILZ
PENNSYLVANIA LICENSED PROFESSIONAL ENGINEER

SHEET TITLE
SUBDIVISION PLAN

SHEET NUMBER
1
OF 2

REVISION 4 - 2018.07.23

EXHIBIT B.I – INITIAL RESTORATION
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA & ASSOCIATED SITE RESOURCS
701 S. Bethlehem Pike, Ambler PA

Initial Restoration

All work shall be in accordance with drawings and specifications which shall be submitted to and approved by Grantee prior to the start of work. The scope outlined below is permitted to be altered if agreed to by the Grantor and Grantee, and concurred to by the Township.

Owner shall cause the following work to be performed on the Castle within one year of receiving pertinent township and third-party approvals such that construction activity is permitted to begin on the site of the Senior Housing project, unless noted otherwise below. Owner shall cause the following work to be performed on the other Historic Resources of the Property within two years of receiving pertinent township and third-party approvals such that construction activity is permitted to begin on the site of the Senior Housing project, unless noted otherwise below.

Please note that all items discussed in this Exhibit pertaining to the Castle are understood to pertain only to the protected areas of the Building, as identified in Exhibit C.

Please note that work on the Gatehouse at Bethlehem Pike and the Gatehouse at Lindenwold Terrace are covered under separate easements and as such are explicitly excluded from this Deed of Easement.

CASTLE EXTERIOR

Masonry
Minor masonry repairs will be addressed at locations of cracks near front entrance and repointed anywhere mortar is missing to a depth of ½" or greater. All head joints in coping stones with missing or damaged mortar will be pointed or appropriately sealed. Perform a one-time mortar analysis to determine the appropriate type and ratio of cement, lime, and aggregate for the mortar to be used during future repairs.

Windows, Doors and Metalwork (railings, grilles, etc.)
Where current paint is failing, all wood windows and painted wood doors shall be scraped, primed and repainted. Any loose or damaged window glazing and/or putty shall be removed and repaired/reglazed. Any failing sealant between the window or door frames and the masonry shall be repaired. Any areas of failing paint on metal work shall be scraped, applied with a rust primer and repainted. Any window sills or sashes allowing water to penetrate shall be repaired. If repair is not possible, sash shall be replaced in kind.

Downspouts, Drainage and Vegetation
Install downspout sections at all locations where missing. Remove vegetative growth which is attached to masonry; cut back any vegetation growing within one foot of masonry, windows, or doors. Remove larger shrubs and trees that block windows, and/or that are within one foot of the building.

CASTLE INTERIOR

General

Unless noted otherwise, the terms of the Deed of Easement on the interior of the Castle are limited to those rooms identified as "Protected Interiors" on the building plans provided in Exhibit C.

Abate hazardous materials, where necessary, in Protected Interiors and other locations as necessary to accommodate the proposed work.

Clear trash & debris from all accessible interior areas, whether or not the area is designated a Protected Interior.

Fire Protection

Install a fire protection system throughout the Castle in accordance with NFPA 13 or other standard acceptable to local code authorities and insurance carrier. This system may be installed exposed, so as to minimize the cutting and patching of finishes. The fire sprinkler system shall be routed in such a way to be sensitive to the Protected Interior fabric & detailing. The existing Fire Alarm system shall be upgraded as required to meet code requirements. Where run through habitable spaces, sprinkler piping shall be painted a color for minimal visual impact.

Mechanical System

The existing mechanical (HVAC) system for the Castle will be repaired and/or replaced so that it will be capable of providing heating and cooling as appropriate throughout the year. Temporary heating devices, such as salamanders or kerosene heaters, are not permitted, unless the heat source is provided from outside of the Castle and the conditioned air is ducted into the building. Any new roof top equipment shall be located so that it is not visible from within fifty feet of Castle.

SUNKEN GARDEN

There is no initial restoration related to the Sunken Garden required by this Deed of Easement.

STONE ENTRANCES AND IRON GATES

Masonry

Perform initial restoration consistent with "Perimeter Stone Walls" below.

Metalwork

At the three entrance gates (Bethlehem Pike at Church Street, corner of Bethlehem Pike & Lindenwold Terrace, and Lindenwold Terrace at Cedar Road), check for deteriorated paint and rust. Remove rust and deteriorated paint, prime with zinc rich primer, and repaint.

PERIMETER STONE WALLS

Perform a one-time mortar analysis to determine the appropriate type and ratio of cement, lime, and aggregate for the mortar to be used during future repairs.

Remove trees, weeds, and vines which have taken root in the mortar joints of the walls.

Rebuild the wall at locations where stone has fallen, become significantly dislodged from adjacent stone, or become displaced with sufficient mortar loss that stone can be easily dislodged by hand. To the extent practically possible, reuse stone from the wall for repairs.

LAKE AND RETAINING WALLS

Perform work consistent with Memorandum of Agreement for St. Mary's Villa Lake Reduction and Stream Restoration (Exhibit E). Statuary located on the island will be retained consistent with the Memorandum of Agreement for St. Mary's Villa Lake Reduction and Stream Restoration (Exhibit E). This work is to be performed within the timeframe listed above, regardless of the status of the Villa Lake Reduction and Stream Restoration project.

GAZEBO

Masonry

Stabilize the structural cracks in the gazebo through the use of tension cables at the base of the roof, or other approved method. Repair cracks anywhere mortar is missing to a depth of ½" or greater, using a mortar mix determined from a mortar analysis to determine the type and ratio of cement, lime, and aggregate.

Roof & Ceiling

Repair the wood shingled roof, replacing damaged shingles and metal flashing in-kind. Repair the beaded board ceiling, replacing damaged boards in-kind. Reattach displaced metal cresting and repair metal elements. Prep prime and repaint painted metal and wood elements.

FORMAL GARDENS

There is no initial restoration related to the Formal Gardens required by this Deed of Easement.

STATUARY

Retain the following statues in their current locations. Statues may be removed if necessary to facilitate construction, with the understanding that they be returned to their current locations upon completion of construction.

- Statue located at Loch Linden Lake, Exhibit C 48
- Fountain against south wall of Castle, Exhibit C 7
- Large fountain on south side of Castle, Exhibit C 44
- Statues (16) on and at site walls at "Bridge" near Gazebo, Exhibit C 46

- Statues (4) on the Gate at the intersection of Lindenwold Terrace and Bethlehem Pike, Exhibit C 39

Repair or restoration of these statues is not a requirement, with the exception of the Angel statue located at Loch Linden Lake, Exhibit C 48, which is to be kept in an intact condition.

See Exhibit B.II for a discussion of other statuary on the Property.

SPRINGHOUSE

There is no initial restoration related to the Springhouse required by this Deed of Easement.

EXHIBIT B.II – PERMITTED FUTURE RESTORATION & ALTERATIONS
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA & ASSOCIATED SITE RESOURCS
701 S. Bethlehem Pike, Ambler PA

Optional Future Restoration & Permitted Future Alterations

Restoration is the making of changes to the existing Property to return the Property back to its original or historic condition. These changes are permitted, but are not required. Alterations are changes which are permitted but which do not bring the Property back to their original or historic conditions.

Grantor is permitted, but not required, to restore and to make certain alterations to the Property as set forth below. Notification to the Grantee of the intent to perform such work is required, with the understanding that approval of such work may not be unreasonably withheld and that such approval will not take more than 30 calendar days. Work not listed below also may be permitted with the approval of the Grantee.

All work shall be in accordance with drawings, specifications, descriptions, or any other acceptable form of documentation which shall be submitted to and approved by Grantee prior to the start of work. In order to facilitate timely review and approval, Grantor may submit conceptual and design proposals prior to the start of any construction drawings and specifications. Grantee has the right to waive the submission of documentation.

Restoration and alterations shall comply with *The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (2017), especially "Guidelines for Rehabilitating Historic Buildings."

Please note that all items discussed in this Exhibit pertaining to the Castle are understood to pertain only to the protected areas of the Building, as identified in Exhibit C, or other features explicitly discussed below. Any new construction and modifications, including those to items listed below, which are consistent with the Proposed Development Plan (Exhibit D) are explicitly permitted and do not require review and approval of the Grantee.

Please note that work on the Gatehouse at Bethlehem Pike and the Gatehouse at Lindenwold Terrace are covered under a separate easement and as such are explicitly excluded from this Deed of Easement.

GENERAL

Grantor may replace materials in-kind (matching material, configuration, and finish). If in-kind materials are not reasonably available, compatible replacement materials may be permitted. Grantor may restore missing original building elements if such restoration work is based on photographic, physical, or other documentary evidence.

CASTLE EXTERIOR

Existing Entrances

Reasonable alterations may be made to existing building entrances as required by code to accommodate handicapped accessibility and tenant needs, provided such alterations are compatible in materials and proportions with existing original building fabric. Installation of a ramp or chair lift for handicapped accessibility, including raising the front elevation of the wood front porch to provide handicapped accessibility between the porch and entry hallway is permitted.

Accommodation of code-required stairs and/or elevator by one of the following methods is permitted:

- An addition on the "back ell" of the Castle
- A connection at the "back ell" to adjacent new construction

Signage

All existing exterior signage on the Building may be removed, altered or replaced with new signage, provided such new signage replicates the size, location, and material of existing signage and/or historical signage as documented in historical photographs or other archival sources. Grantor may place new and/or replacement signs or plaques for the following purposes:

1. To comply with Fire Department or other applicable laws
2. To commemorate the Easement or other historic designations of the Building
3. To identify the name and address of the Property
4. To advertise the Property for sale or rental
5. For any purpose required by any lender of Grantor
6. To provide directional signage appropriate to the Property's use

For all of the above, the signs or plaques shall be of a size, material, design, location, and method of attachment which is compatible with, and minimizes the visual impact on, the architecture of the Building. Signs and plaques shall comply with all applicable laws and design reviews. To the extent possible, signs and plaques shall be secured in a manner that does no irreversible damage to the Building.

The removal of large cast stone cross from West façade is permitted and the infill of cross shaped openings in masonry to restore them to their original vertical opening is permitted.

Roof

New roof penetrations are acceptable if they are not visible from the ground. Rooftop mechanical equipment may be replaced with new equipment, assuming it is not visible from within fifty feet of Castle. Grantor may add a fall protection system with minimal visual impact, such as harness wire system installed along centerlines of roof. Future roof replacement may be membrane roof. Slate elements may be replaced with non-slate material, provided new material is approved by the grantee.

Exterior Lighting

Installation of modern, freestanding LED fixtures, as appropriate to maintain occupant safety or to provide general illumination of the Castle or its architectural features, and with approval of the Grantee, is permitted.

Windows, Doors and Metalwork (railings, grilles, etc.)
The replacement of windows to match the character of the historic windows is permitted, including the replacement of existing vinyl windows with wood windows to match the character of third floor windows. The use of alternative materials is allowed if they replicate the appearance of the original. Use of simulated divided lites and insulated glass is allowed if detailing is acceptable to grantee. Existing window screens and storm doors can be removed or replaced. Removal and replacement of damaged stone sills is permissible with in-kind material or an appropriate substitute material such as cast stone. The existing stained glass can be covered with clear glass or another transparent protective material. The removal of stained glass installed after 1936, and its replacement with clear glass windows similar to those in historic photos and in keeping with the historic character of the building, is permitted.

The removal of non-historic decorative window grilles is permitted. The replacement or removal of the porte cochere gate is permitted, provided it is stored on site upon removal. Replacement and addition of railings in an alternative design compatible with the historic character of the building, for purposes of code or aesthetic compatible with the historic character of the building is permitted.

Downspouts and Drainage
Additional downspouts can be added if required for proper drainage but must match existing size, color, and configuration. If not connected to underground drainage system, provide 4' concrete splash blocks.

PROTECTED INTERIOR FEATURES

Unless noted otherwise, the terms of the Deed of Easement as it relates to the interior of the Building are limited to those rooms identified as "Protected Interiors" on the building plans provided in Exhibit C. The Grantor understands the significance of the decorative materials and finishes in the Protected Interiors, and acknowledges that the long-term care and maintenance of these finishes are considered integral to the significance of the interior as a whole. The Grantee understands and acknowledges that encouraging the continued productive use of the interior in a cost-effective manner is a catalyzing factor in the establishment of this Deed of Easement. Therefore, the Grantor will favor future uses that do not require significant alterations to these finishes, while the Grantee will accept that certain alterations may be necessary, in accordance with the approval & notification procedures outlined in the Deed of Easement.

Protected Interiors will be left in their existing condition or may be modified for contemporary use while retaining historic elements to the greatest extent possible. This includes modifications required for code compliance. The overall room shapes may not be altered, although partitions no higher than eight feet and cubicles may be inserted within a room. Upgrading/supplementing of existing Mechanical, Plumbing, Electrical, and other building systems, as required to meet use needs and code requirements, is permitted provided plans are submitted for review & approval by Grantee prior to the commencement of work.

Reasonable alterations may be made to existing building entrances to accommodate handicapped accessibility and tenant needs, provided such alterations are compatible in materials and proportions with existing original building fabric.

Reasonable alterations may be made within the Protected Interiors on the first floor to provide an accessible restroom entered directly from the main corridor. The restroom proper may be built with contemporary materials and design, but alterations outside of the restroom will be compatible in materials and proportions with existing original building fabric. Loss of historic fabric should be minimized.

Work outside of the areas identified as "Protected Interiors" may be performed without notification to or approval from the Grantee. Grantor is encouraged, but not required, to reuse, retain on site, or salvage any historic elements within these non-protected areas.

New signage may be provided and any existing signage may be removed, consistent with the purposes listed above for exterior signage.

SUNKEN GARDEN

This area is to be retained as an open area, with the remains of the existing sunken garden allowed to be removed, although it is preferable that the retaining walls associated with the garden remain intact. Limited infill is proposed for the site and may obscure a portion of the exposed wall and other features of the garden, as long as the arcature band remains visible.

The retaining wall and land bridge to the east of the sunken garden will be retained. Statuary in this area will be treated consistent with the "Statuary" section outlined elsewhere in Exhibit B.II & B.III.

STONE ENTRANCES AND IRON GATES

The removal of St. Mary's Home signage at the corner of Bethlehem Pike & Lindenwold Terrace is permitted, but discouraged.

Otherwise, these elements shall be maintained as per Exhibit B.III "Minimum Maintenance Requirements."

PERIMETER STONE WALLS

Creation of a new vehicular entry, including the removal of a portion of the perimeter stone wall and the addition of new pier elements to define entry, is permitted. The new pier elements must be

distinguishable, but keeping in line with the historic character of the site walls and other gate entrances. Stone removed to create the entrance should be stored in site for quarrying when needed.

Otherwise, these elements shall be maintained as per Exhibit B.III "Minimum Maintenance Requirements."

LAKE AND RETAINING WALLS

These elements are permitted to be modified consistent with the documents entitled "St. Mary's Villa Stream Restoration" prepared by Skelley & Loy (Exhibit E).

Portions of the walls will be removed consistent with Exhibit D. The remaining walls are to be retained in their current state, with no intervention required and can be removed if condition becomes hazardous. The spillway is to remain intact following any alterations to Loch Linden.

GAZEBO

This element shall be maintained as per Exhibit B.III "Minimum Maintenance Requirements."

FORMAL GARDENS

This area is to be retained as an open area, with the remains of the existing formal garden allowed to be removed. Statuary in this area will be treated consistent with the "Statuary" section outlined elsewhere in Exhibit B.II. & B.III.

Consistent with the Land Development Plan, Exhibit D, a driveway with landscaped median is permitted.

STATUARY

The Statuary identified in Exhibit B.I is intended to remain in its current locations. Relocation / removal may be permitted with the approval of the Grantee and the Township.

Other landscape statuary identified as having artistic or historic value by the Assessment executed as a precursor to this easement may be retained in place, moved to another location on site, or removed from the site. The Grantee is to be notified at least 30 days prior to the removal of any statuary in this category, so as to provide the Grantee with the opportunity to find a potential recipient to remove and take possession of it. Any statuary may be repaired, replaced in kind, left in place in a non-functioning condition, or removed if in poor condition, with the exception of the Angel statue located at Loch Linden Lake, Exhibit C 49, which is to be kept in an intact condition.

The retention of statuary does not carry an obligation for maintenance, preservation, or restoration; as such, this scope is not covered by this Deed of Easement. The Grantor may choose to repair, preserve,

restore, or replicate statuary; repairs or replacement may be performed either in-kind or with compatible materials.

SPRINGHOUSE

The Springhouse is to remain as an intact ruin.

EXHIBIT B.III – MINIMUM MAINTENANCE PROGRAM
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA & ASSOCIATED SITE RESOURCS
701 S. Bethlehem Pike, Ambler PA

It is the Grantor's responsibility to maintain the property, to comply with all applicable codes and ordinances, and to take adequate provisions for the protection of life and property. It is understood that the below maintenance program is to be undertaken by the Grantor and is separate and independent of the regular inspections undertaken by the Grantee. To the extent that Grantee's interest is involved, Grantor shall adhere to a maintenance schedule with respect to the property at least as stringent as that set forth below. Grantor shall keep reasonable records with respect to inspection and replacement and shall make such records available for inspection by Grantee at the property during normal working hours, upon written notice from Grantee.

This Maintenance Program encompasses the Castle and other Historic Resources, with a scope outlined below for each Resource.

CASTLE EXTERIOR
1. Stonework & Masonry
Inspection Schedule: Once a year
Operation:

a. Check for moist areas especially along gutter, downspouts and at grade level, cracks, crumbling material, loose pieces, missing mortar, efflorescence (white discoloration).
b. Check where moisture is entering masonry and repair any leaks in roofing, cornice, flashing, down spouts, joints between masonry and other materials
c. Reflash / recaulk leaking joints as required
d. Retain original masonry and mortar, whenever possible, without the application of any surface treatment or covering. Repoint only those joints with loose or crumbling mortar. Infill holes and open cracks with mortar that matches surrounding in color, texture, and appearance. Repointing work shall be performed using methods agreeable to the Grantee, using mortar which matches original in color, texture, constituent composition, and workmanship. Joints shall maintain original width and be tooled to substantially match original finish. Mortar shall not be harder than surrounding masonry or original mortar.
e. If significant cracks, surface spalling, or material deterioration is found, review condition of masonry with a registered architect, materials conservator, or restoration contractor experienced in evaluating masonry. Grantor shall cause work to be performed in accordance with consultant's recommendations approved by Grantee prior to start of work, and in accordance with the terms of this Deed.
f. Masonry shall not be cleaned except in accord with a proposal submitted to and approved by Grantee prior to start of work. Such cleaning shall be done with materials and techniques which will not damage masonry. Sandblasting, wire brushes, grinders, sanding discs, or other abrasive methods shall not be used, nor shall any harsh chemical which weakens the masonry be applied. Materials and techniques shall be selected based on results of test patches
g. Snow removal materials which might damage masonry, e.g. salt, shall not be used on stoops or adjacent walls.

2. Metal Railings, Gates, and Grilles
Inspection Schedule: Once a year
Operation:

a. Check for deteriorated paint, rust, moisture or physical damage and wear.
b. Repair any loose joints, attachments, or hardware. Replace in kind any missing pieces or sections.
c. Remove iron rust using materials and methods which will not accelerate pitting and corrosion of the metal. Prime and paint according to instructions below.

3. Roof
Inspection Schedule: Once a year
Operation:

a. Check for worn, loose or missing slate shingles (on roof "walls") and replace as needed.
b. Ensure functionality of drains and clear as necessary.
c. Check for tears in the roofing material and other signs of infiltration.
d. Repair leaks, weak areas, and loose attachments.
e. Replace missing shingles in kind.

4. Flashing
Inspection Schedule: Once a year
Operation:

a. Check for cracks, warps, distortions or weak areas, loose or damaged seams, and loose attachments.
b. Check for loose, damaged or missing sections. Check masonry or woodwork underneath for moisture damage, especially at attachment points.
c. Replace damaged or missing elements to match existing. Repair leaks and weak areas.
d. Reattach to repaired substrate.
e. Paint colors for flashing shall match adjacent construction.

5. Caulking
Inspection Schedule: Once a year

a. Check caulk for brittle, cracked, or missing pieces.
b. Remove any damaged area, clean, prime or seal according to manufacturer's specifications; provide backer rods and bond-breaker tape as required; and replace caulk. Sealant shall be factory mixed color to match adjacent construction or shall be painted to match adjacent finishes or construction.

6. Gutters and Downspouts
Inspection Schedule: Twice a year (Spring and Fall)
Operation:

a. Check for leaks and loose, missing, or clogged gutters and downspouts.
b. Remove leaves and other debris in Spring and after leaf fall.
c. Reattach loose downspouts, clear as needed, and repair leaks.
d. Replace in kind missing pieces or elements. Any replacement sections shall match existing or be of a design, material, and installation similar to the historic era and architecture of the Building.

7. Woodwork (Cornices, Doors, Windows & Trim)

Inspection Schedule: Once a year
Operation:

a. Check for moisture damage, warping, splitting and unsound joints, and missing pieces.
b. If wood is decayed, determine source of moisture, stop leaks, and replace decayed wood to match original in dimension, species, finish and workmanship, and replace or repair damaged flashing.
c. Repair unsound joints.
d. Seal fine cracks with wood filler.
e. Check putty for cracks or missing pieces. Reglaze where necessary.
f. Prime and paint any new flashing, putty or other glazing materials.

8. Glass
Inspection Schedule: Once a year
Operation:

a. Replace cracked or missing lights with glass to match, using tempered or other safety glass where required.
b. Inspect stained glass for signs of bowing or missing glass and repair as necessary to prevent loss of glass or failure of weather seal.
c. Replacement for art glass shall substantially match original. Replacement glass for other clear glass shall approximate original.

9. Exterior Light Fixtures
Inspection Schedule: Once a year
Operation:

a. Check for deteriorated paint, rust, corrosion, moisture damage, and wear.
b. Repair any loose joints, weak links, attachments or hardware and reattach when necessary.
c. When metal finish deteriorates, restore to match original.
d. When paint finish deteriorates, prepare and repaint per instructions below.
e. Replace broken glass to match original.

10. Paint
Inspection Schedule: Once a year
Operation:

a. Check for wear, bare spots, blistering, peeling, and mildew.
b. Check where moisture is entering wood and stop leaks.
c. Wash mildew with fungicide.
d. Split blisters, scrape peeling areas, remove rust, and sand rough spots.
e. Deteriorated paint finishes shall not be removed using sandblasting, open-flame burning methods, or rotary mechanical tools. If removal of existing paint down to bare wood or metal surfaces is proposed, submit proposal indicating methods and materials to, and for approval by, Grantee.
f. Prime and paint (two finish coats) using materials compatible with the existing painted surfaces.
g. For metals other than aluminum, scrape and wire brush deteriorated paint and rust from metal.
h. Prime and paint bare metal using materials designed for the specific metal type.

i. For significant protected painted finishes, apply a gentle surface cleaning using methods agreeable to the Grantee. Areas of blistering, peeling, and other minor damage are to remain, with removal only as approved by the Grantee.

11. Termites
Inspection Schedule: Once a year
Operation:

a. Have a professional exterminator check once a year for termites and other wood damaging creatures. Treat if necessary.

12. Structural Elements
Inspection Schedule: Once a year
Operation:

a. Check exposed exterior and interior surfaces of walls and foundations, with particular attention paid to areas of stairway, floor openings, wall openings, and changes in wall material. Check for cracks, collapsing, leaning or bulging areas, or other signs of uneven settlement, movement, or structural deterioration.
b. Check interior wall surfaces at upper levels, with particular attention paid to joints. Check for cracks, crumbled plaster, gaps between finishes, or other signs of movement.
c. Check exposed roof framing members for rotted, split, or cracked timbers. Check exposed masonry where timbers bear on walls for crumbling or gaps which indicate wall movement.
d. If rotted timbers, significant cracks, or other signs of movement are observed, review structural condition of the building(s) with an engineer qualified to evaluate its condition in order to ensure that adequate safety standards and precautions are met. A report on the findings and any remedial actions shall be furnished to the Grantee. For any remedial action which will affect the appearance of the portions of the property included in this easement, Grantor may proceed without Grantee approval but shall make every reasonable effort to notify Grantee and to comply with any Grantee suggestions towards remedial actions compatible with the historic character of the property.

SUNKEN GARDEN
This area is to be retained as an open area. Any statuary in this area will be treated consistent with the Minimum Maintenance requirements outlined in the "Statuary" section below.

STONE ENTRANCES & IRON GATES
Inspection Schedule: Once per Year.

Operation:

a. Check the Stone Entrances and Iron Gates following the Maintenance Program outlined above for the following elements:
    1. Stonework & Masonry
    2. Metal Railings, Gates, and Grilles

PERIMETER STONE WALLS
Inspection Schedule: Once per Year.

Operation:

a. Check the Perimeter Stone Walls following the Maintenance Program outlined above for the following elements:
    1. Stonework & Masonry

LAKE & RETAINING WALLS
Inspection Schedule: Once per Year.

Operation:

a. Check the Lake & Retaining Walls to assess the general condition of the Angel Statue and the island upon which it rests.

GAZEBO
Inspection Schedule: Once per Year.

Operation:

a. Check the Gazebo will receive the Maintenance Program outlined above for the following elements:
    1. Stonework & Masonry
    2. Metal Railings, Gates, and Grilles
    3. Roof (replacing the word "slate" with "shingles")
    4. Flashing
    7. Woodwork
    10. Paint
    12. Structural Elements

FORMAL GARDENS
This area is to be retained as an open area. Any statuary in this area will be treated consistent with the Minimum Maintenance requirements outlined in the "Statuary" section below.

STATUARY
Inspection Schedule: Once per Year.

Operation:

a. Perform a general review of historic statuary identified in Exhibit B.I to assess its general condition. The Grantor is encouraged, but not obligated, to undertake restoration of this statuary, with the exception of the Angel statue at Loch Linden Lake, which is to be kept in an intact condition.
b. Perform a general review of the other historic statuary remaining on the property to assess its general condition. Signs of deterioration or failure are to be noted. The Grantor is encouraged, but not obligated, to undertake restoration of this statuary.
c. Restoration, if undertaken, shall include the following:
    - Retain original pieces whenever possible, without the application of any surface treatment or covering. Infill holes and open cracks with appropriate fill that matches surrounding in color, texture, and appearance.

- If significant cracks, surface spalling, or material deterioration is found, review condition with qualified materials conservator.
- Clean statuary with materials and techniques which will not damage statuary. Sandblasting, wire brushes, grinders, sanding discs, and other abrasive methods shall not be used, nor shall any harsh chemical which weakens the masonry be applied.
- Any restoration procedures shall be based on test patches performed in an inconspicuous location on the statuary.
- Any restoration procedures shall be reviewed and approved by Grantee prior to start of work.

SPRINGHOUSE
Inspection Schedule: Once per Year.

Operation:

d. The area around the Springhouse is to be kept clear of brush, trees, shrubs, and invasive growth species, and no elements associated with the ruins are permitted to be removed or relocated.
e. No route maintenance other than noted above is required.

EXHIBIT B.IV – MINIMUM MAINTENANCE PROGRAM PROTECTED INTERIORS
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA & ASSOCIATED SITE RESOURCS
701 S. Bethlehem Pike, Ambler PA

It is the Grantor's responsibility to maintain the property, to comply with all applicable codes and ordinances, and to take adequate provisions for the protection of life and property. To the extent that Grantee's interest is involved, Grantor shall adhere to a maintenance schedule with respect to the property at least as stringent as that set forth below. Grantor shall keep reasonable records with respect to inspection and replacement and shall make such records available for inspection by Grantee at the property during normal working hours, upon written notice from Grantee.

This Maintenance Program for the Protected Interiors encompasses those finishes and fixtures which date from the Mattison period. It is the intent of this Easement that the Protected Interiors be maintained in a manner to allow those spaces to convey their historic character. It is the intention of this easement that materials which are from the Mattison period, are readily visible, and are agreed to be significant to the historic character of the room are to be left in place.

Unless otherwise approved by the Grantee, the following minimum maintenance procedures shall apply:

1. GENERAL PRINCIPLES for Maintenance of Features in Protected Interiors. Special consideration should be given to the custodial care of the materials and finishes of the Protected Interiors. In general, the mildest workable non-abrasive dry cleaning processes (e.g., dusting, polishing, vacuuming) are preferable to wet cleaning methods. Clean only when a useful purpose is served. New cleaning methods are to be tested on a small, inconspicuous location prior to being employed throughout.

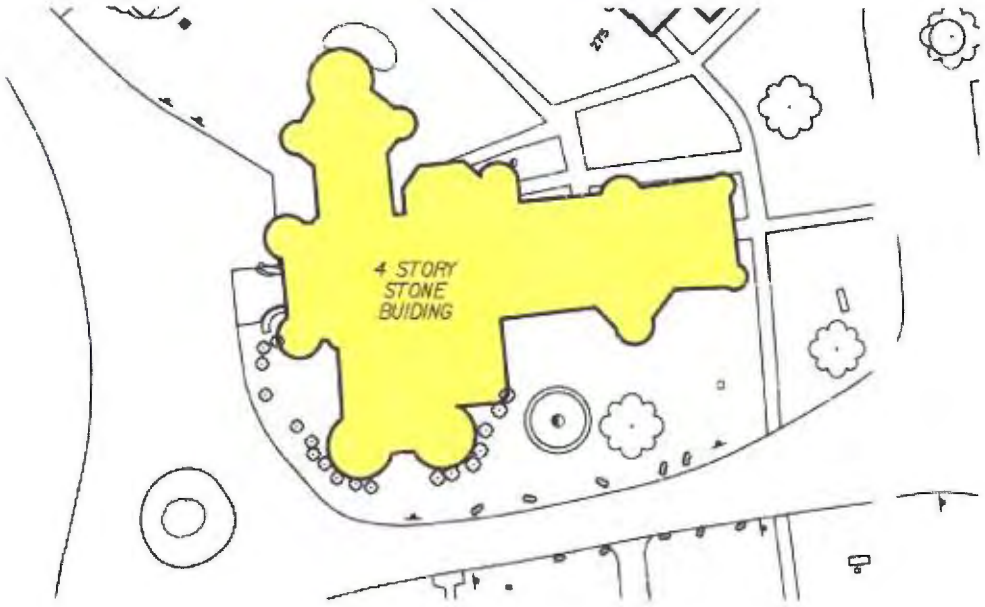
2. Refinishing of historic materials shall be done with materials appropriate to the historic material, shall be applied in a manner consistent with manufacturer's instructions, and shall not significantly alter the historic character of the space. When refinishing painted, stained, varnished or shellacked woodwork, use only stripping, priming, and finish products suitable for interior woodwork, and adhere to manufacturer's specifications. Mechanical abrasive methods should not be used to remove old finishes.

3. Inspect historic materials annually for deterioration, cracks, efflorescence, and, especially, moisture. Eliminate sources of moisture or structural movement. If examination behind walls or above ceilings is necessary, such examinations should limit the destruction of original material to the greatest extent possible.

4. If historic materials are damaged, the cause of such damage shall be addressed and the damaged areas shall be stabilized against further deterioration. If damage requires the repair of historic material, repair of existing material is encouraged. If damage requires removal of historic material, replacement in-kind in encouraged, but patching with a compatible material discretely installed is acceptable.

5. Given the unique nature of the building materials and the potential for damage using typical cleaning methods, if historic materials are to undergo repairs which are more than basic maintenance, it is preferred that whenever possible, an experienced architectural conservator shall be consulted.

Exhibit C-1
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Plot Plan: Lindenwold is a 45 acre property located at 701 S. Bethlehem Pike, Ambler, PA, situated at the western edge of Upper Dublin Township. Originally 400 acres, it was acquired by Dr. Richard V. Mattison, owner of the Keasbey & Mattison Company in Amber, PA in 1888. The original main residential section of the property was built between 1888 and 1912.

Exhibit C-2
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

West Elevation: The building is designed in a castellated Norman Revival style and is clad in random-coursed ashlar blocks of quarry-faced fieldstone. Its shallow-pitched hipped roof sits behind tall crenellated walls. The building's primary elevation faces west, dominated by a central four-story tower bracketed by two corner turrets. A recessed porch occupies the tower's base, set behind a wide central archway. Three-story side wings flank the central tower, each featuring prominent corner turrets. An arched *porte cochere* runs through the south wing immediately adjacent to the central tower, and a two-sided prow bay projects outward between the *porte cochere* and southwest corner turret. The prow bay also features a slender, blind turret at its corner. A raised patio runs from the central tower to the northwest corner turret.

The entire roofline, including turrets, is crowned in a corbelled arcature band and battlement. A thin stone belt course runs continuously above the third floor. Slender blind lancet niches and Greek cross insets decorate the central and corner towers below their respective cornices.

Windows on the west elevation are primarily double-hung wood sashes in either rectangular or segmental arched openings with sandstone sills. Ground-floor, fourth-floor, and all corner turret windows are one-over-one sashes, with curved glass in the corner turret windows. The remaining second and third floor windows feature Queen Anne-style divided-light upper sashes. The second-floor window in the central tower features a wide leaded and stained glass panel flanked by single-hung leaded and stained glass sidelights. The 4th floor windows are vinyl.

Exhibit C-3
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

West Elevation Details:
(Top): The main entrance is located along the back wall of a semi-enclosed porch accessed by a set of stone steps. Splayed sidewalls feature limestone coping and decorative globes.
(Right): Ornate wrought-iron sconces flank the porch's arched entryway. Mortar joints are beaded across the west elevation, along with portions of the north and south elevations.

Exhibit C-4
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

West Elevation Details:
(Top): The double-leaf, wood and glass doorway is topped by a rectangular transom light. The rear porch wall also features a pair of double-hung windows behind decorative wrought iron screens. The southern window is one-over-two; the northern window is one-over-one. The porch ceiling is painted wood with exposed painted beams; the porch floor is painted wood. One hanging pendant fixture and two ceiling-mounted fixtures light the porch.
(Right): The doorway features original out-swinging wood and glass storm leaves.

Exhibit C-5
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

West Elevation Details: A second set of stone steps connects the porch to the *porte-cochere* to its south.

West Elevation Details: An arched doorway connects porch to a raised, open patio to its north. The doorway features a glazed fanlight transom and glass block sidelights in wood frames, but no central leaf. The patio features a concrete floor and a low stone-capped perimeter wall.

Exhibit C-6
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

South Elevation: Behind the primary west elevation, the building extends eastward in a series of rear wings arranged in a roughly T-shaped plan. The general massing, materials, cornice, and fenestration patterns of the main elevation are repeated on the sides and rear. Two corner turrets with raised crowns dominate the composition, which steps back and down to a long rear ell roughly at the mid-section of the building. The mortar joints of the rear ell are flat, giving the stonework a rougher appearance than the front portions of the structure.

(Right): A two-sided prow bay projects from the middle of the rear ell, featuring a slender blind turret at its corner. A metal fire escape is located where the ell meets the building's wider mid-section.

Exhibit C-7
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

South Elevation Details:
(Left): A marble fountain rests on an engaged base set between the two corner turrets of the forward-most wing.

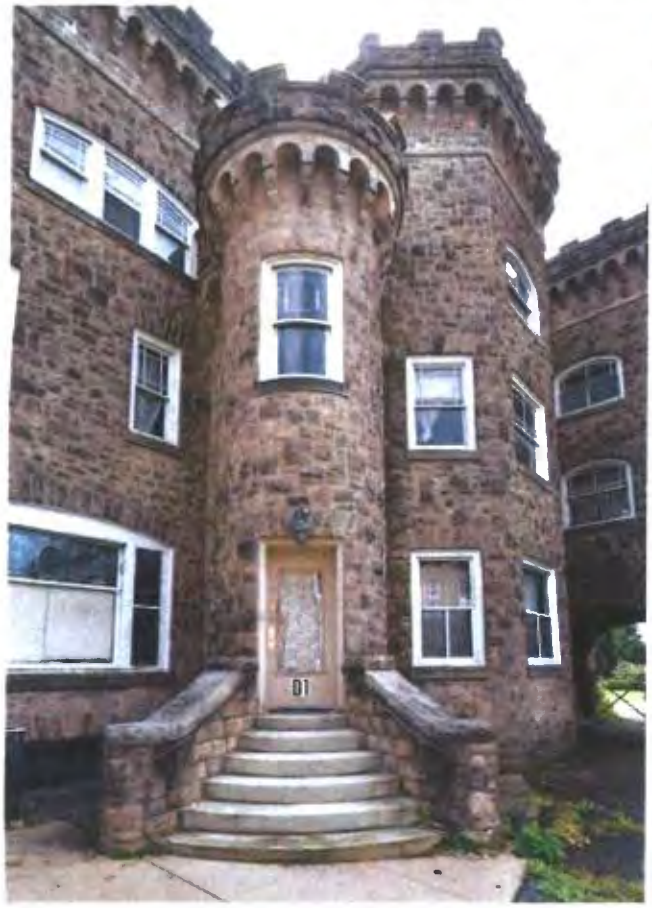
Exhibit C-8
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

East Elevation: The building's three-story rear ell faces east with a two-bay elevation bracketed by slender blind corner turrets crowned by ornamental battlements. A single-leaf wood door is centered on the ground floor, accessed by a narrow stone stoop framed by thick sidewalls.

Exhibit C-9
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

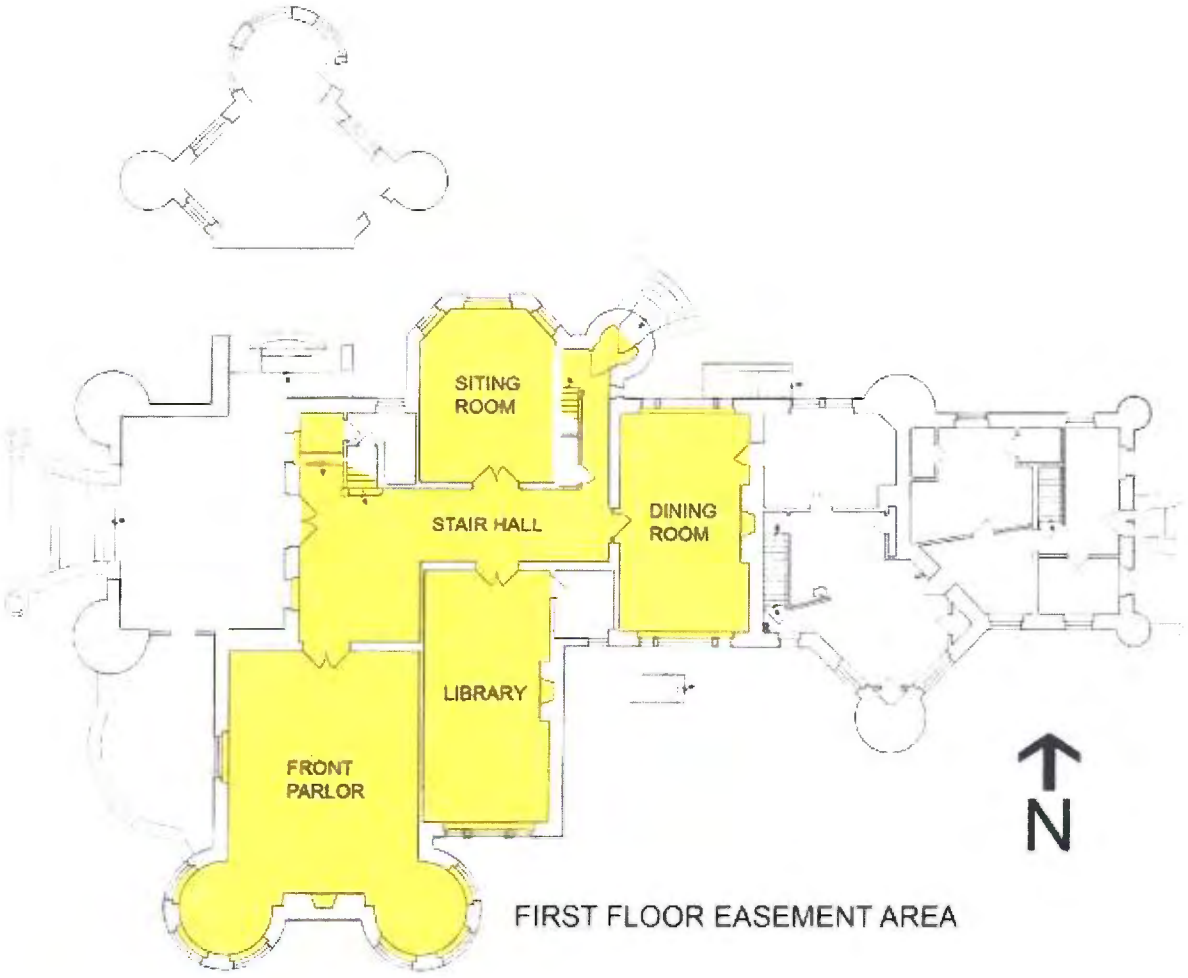
North Elevation: The north-facing portions of the building's rear wings continue the basic materials and proportions of the south elevation, but are differentiated in massing. The northern arm of the front "T" recedes for one bay at a 45-degree angle between the northwest corner turret and a second blind turret adjacent to the *porte-cochere*. The long rear ell features a three-faced angled bay, an engaged two-story circular turret, and a semicircular bay interspersed between an informal grid of rectangular and segmental arched window openings.

Exhibit C-10
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



North Elevation Details:
(Left): The two-story engaged turret features a rear entryway accessed by radial stone steps. The door is a single wood and glass leaf.
(Right): A slender bay located between the front wing and middle projecting bay features a multi-pane stained-glass window.

Exhibit C-11
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



FIRST FLOOR EASEMENT AREA

As a general rule, the protected elements of the interiors include the surface of walls, ceilings and floors, the volumes of space defined thereby, and the architectural elements, including, but not limited to, the fireplaces, doors and their hardware and ornaments known to date to the Mattison era. No furniture, rugs or other décor not affixed to the walls are protected elements of this easement. Whenever possible, elements known not to date to the Mattison era are identified in the photo captions, but this does not imply that all other materials are original.

Interior plans: Stampfl Architects

Exhibit C-12
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor stair hall:
Facing west (top), facing east (bottom): The building's main entry opens into a front stair hall and double-loaded central corridor. The space features wood floors with mahogany inlaid borders, flat plaster ceilings with exposed wood beams, paneled wainscoting with composition ornament, and wallpapered walls. Two chandeliers light the space. Wallpaper and light fixtures are not known to date to the Mattison era and are not protected elements of this easement.

Exhibit C-13
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor stair hall:
Facing northeast (top), facing southeast (bottom): The open staircase dominates the space; elaborate carved wood and composition ornament panels enliven the newel post, stringer panels, and landing wainscoting. A sunken landing to the north features a tall wood-framed mirror and opens to a powder room under the stairs. To the south, a tall pair of paneled doors leads to the adjacent front parlor. Wallpaper and light fixtures are not known to date to the Mattison era and are not protected elements of this easement.

Exhibit C-14
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor stair hall details:
(Left) The paneled wainscoting features Greek cross motifs and foliated bands of composition ornament featuring medallions with busts.
(Right) Original wall stencils survive in at least one location. The condition of walls beneath the current wallpaper is unknown.

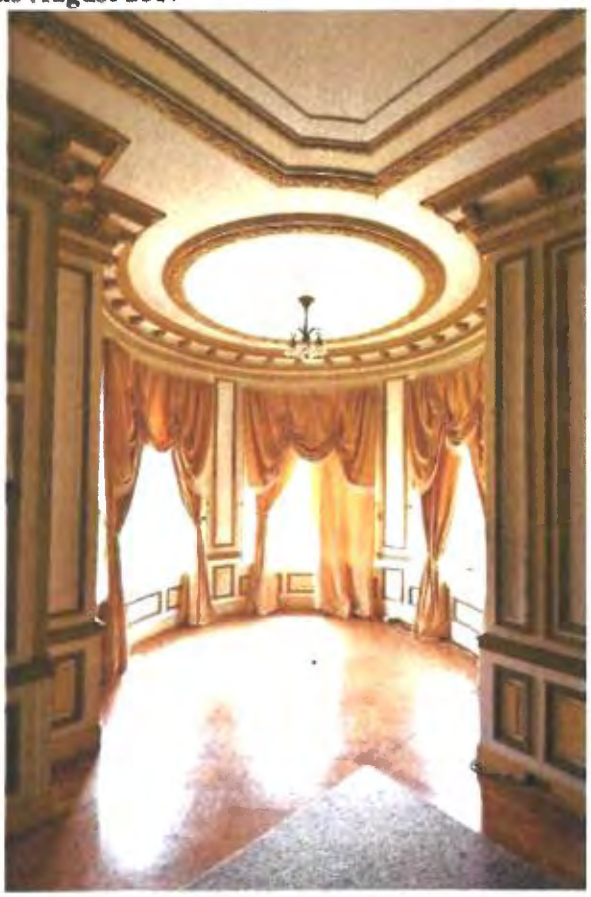
Exhibit C-15
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor stair hall, rear stairs:
Facing north (left); facing south (right): The central stair hall corridor terminates in a real ell that accesses a secondary stairwell. The stairs feature spiral-turned balusters and newel post. The stair treads are original diamond-patterned linoleum. Adjacent to the stair landing is a secondary entryway.

Exhibit C-16
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor front parlor:
Facing southeast (top), facing northwest (bottom): The front parlor features paneled walls with painted wood wainscoting, parquet floors with inlaid border, and a flat plaster ceiling with bracketed perimeter moldings and a central plaster ceiling medallion. The south wall features rounded bays at each corner and a marble fireplace mantle and mirror at its center. A central chandelier and two pendant lights, one in each rounded bay, are suspended from the ceiling. Paired wall sconces line the north, east, and south walls, and one exterior window lights the west wall. Wall sconces appear to be original and are protected elements. The chandelier is not known to date to the Mattison era and not a protected element of this easement.

Exhibit C-17
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor front parlor details:
(Left) Fireplace mantle and mirror detail.
(Right) Southwest bay detail.

Exhibit C-18
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor front parlor details:
(Left) Typical wall detail. Original textured wallpaper within each framed bay has been covered in white paint.
(Right) Pan-headed sconce detail. Wall sconces appear to be original and are protected elements.

Exhibit C-19
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor sitting room:
Facing northeast (top), facing northwest (bottom): The sitting room stands to the north of the central stair hall corridor. It features a projecting bay along its north wall lit by three exterior windows. A mahogany-framed, mirrored, green granite mantle stands along the east wall. The hardwood floors feature an inlaid perimeter border; the ceiling is ornately painted with gilded floral and figural patters. An ornately-painted cove molding marks the transition between the (non-original) wallpapered. plaster walls and the ceiling. A hanging globe pendant fixture lights the space. The pendant and wallpaper are not known to date to the Mattison era and are not protected elements of this easement.

Exhibit C-20
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor sitting room details:
(Top) Painted ceiling and south wall detail
(Right) Mantle detail. Note section of damaged/patched wall and cove molding to the south of the mantle.

Exhibit C-21
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor library:
Facing southwest (top); facing northeast (bottom): The library stands to the south of the central stair hall corridor. Ornate glass-doored book cases line the long east and west walls; the south end wall features three exterior windows. The ceiling features painted panels set between wood frames, with a cove transition between ceiling and walls. A mirrored mahogany and granite fireplace mantle is centered along the east wall. Floors are hardwood. An ornate gilded chandelier (not original) is suspended from the oval-shaped central ceiling panel, and sconces flank the hallway door along the north wall. The wallpaper and chandelier are not believed to date to the Mattison era and are not protected elements of this easement.

Exhibit C-22
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor library details:
(Top) Painted ceiling panel detail.
(Right) Book case detail

Exhibit C-23
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor library details:
(Top left) Mantle detail.

(Bottom right) Sconce detail.

Exhibit C-24
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor dining room:
Facing northeast: The dining room stands to the east of the central stair hall corridor. It features basket-weave parquet floors with elaborate inlaid perimeter borders, painted ceiling panels, and hand painted wallpapered walls above paneled wood wainscoting. Stained glass windows light the north and south walls, and a mahogany and tile fireplace mantle dominates the east wall. Chandelier and wallpaper are not believed to date to the Mattison era and are not protected elements of this easement.

Exhibit C-25
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor dining room:
Facing east (top); facing southwest (bottom): A globed chandelier is suspended from the central ceiling panel. The fireplace surround is clad in glazed ceramic tile. Wallpaper has been removed from a large section of the west wall. Chandelier and wallpaper are not believed to date to the Mattison era and are protected elements of this easement.

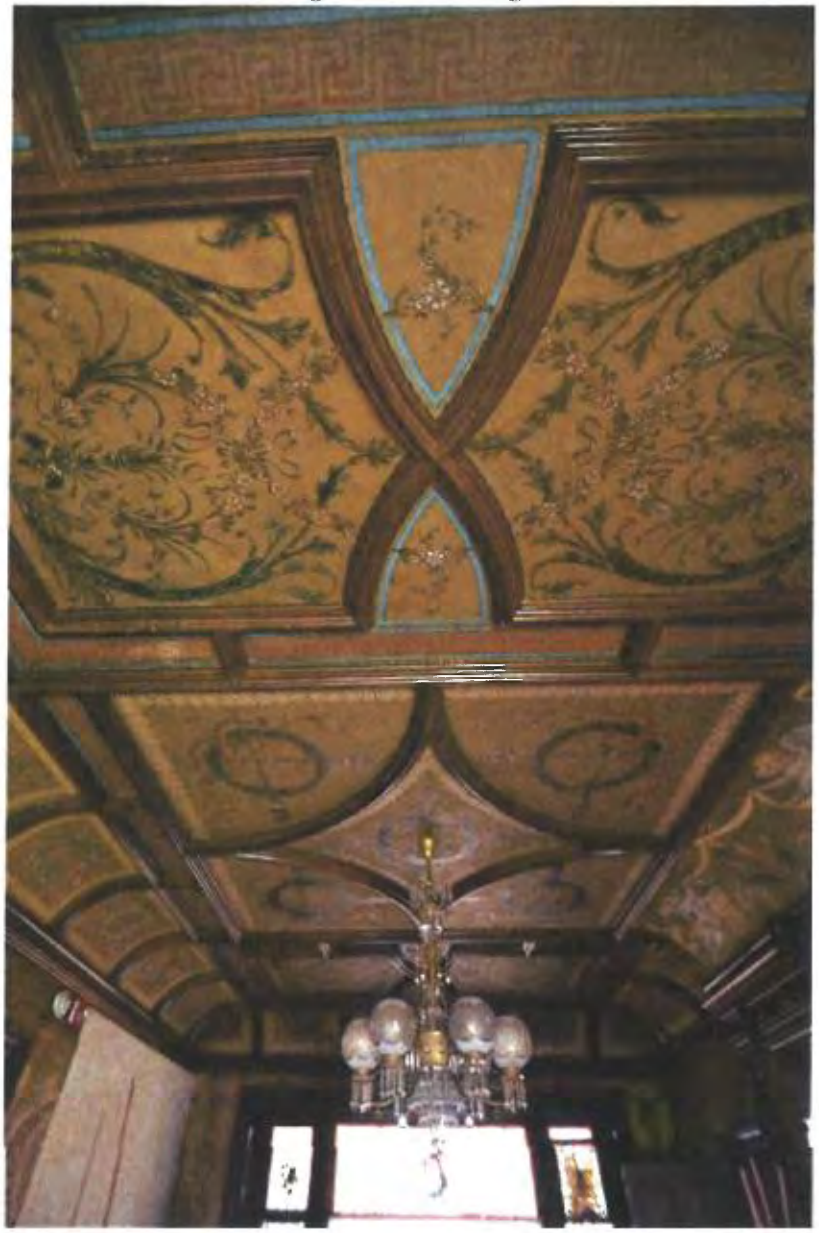
Exhibit C-26
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor dining room details:
(Top) Cherub mural with axiom: "Let no one bear beyond this portal hence / words uttered here in friendly confidence."
(Bottom) Fireplace mantle detail with faience tiles.

Exhibit C-27
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

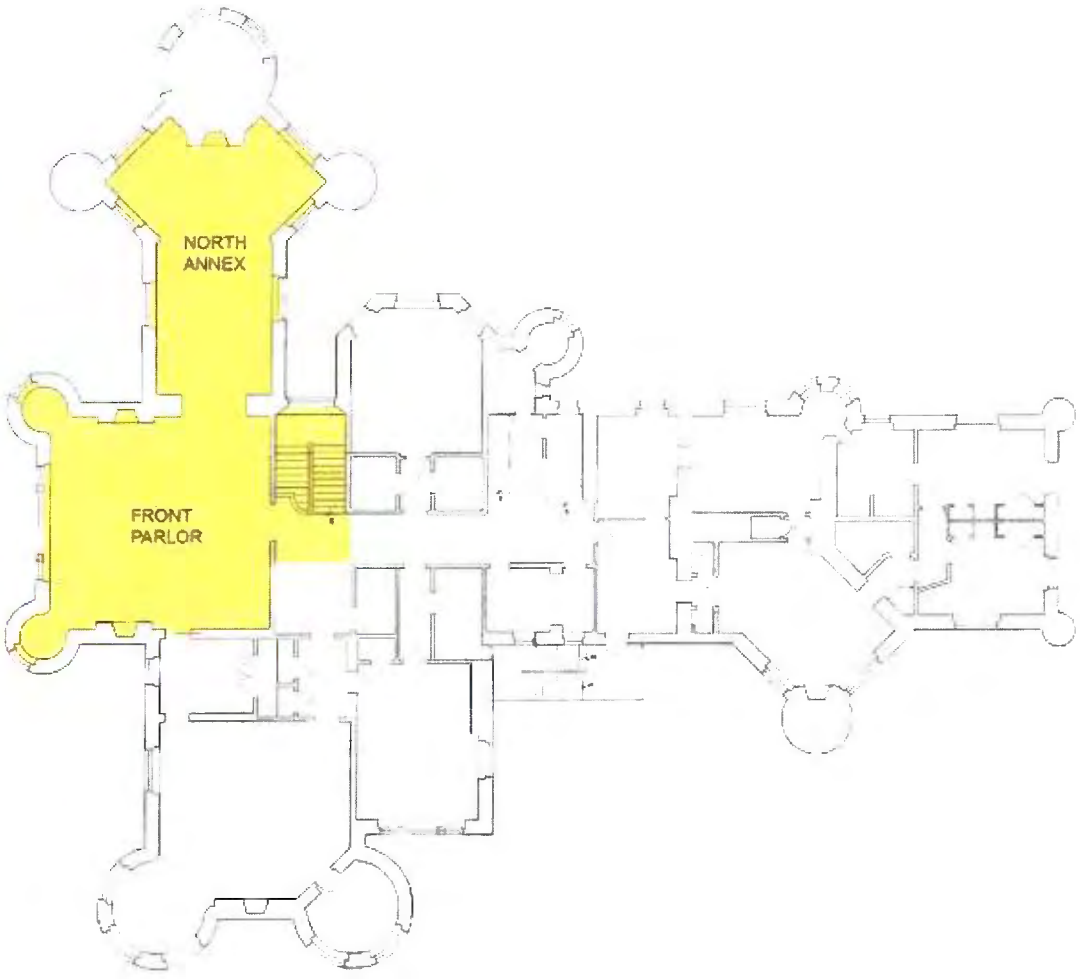
First floor dining room details:
(Top) South stained glass windows.
(Bottom) North stained glass windows.

Exhibit C-28
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



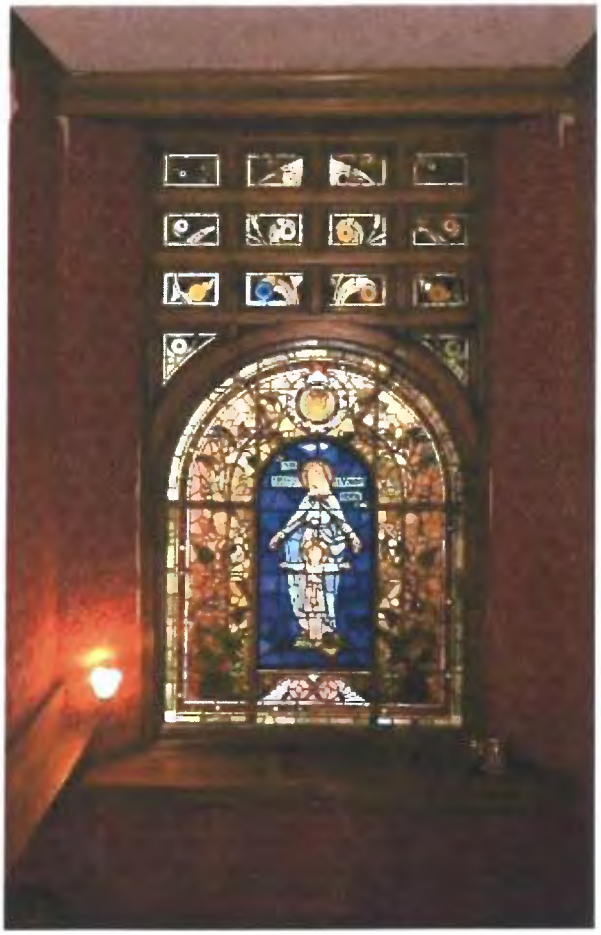
First floor dining room details: Ceiling detail, facing north. Chandelier is not believed to date to the Mattison era and is not a protected element of this easement.

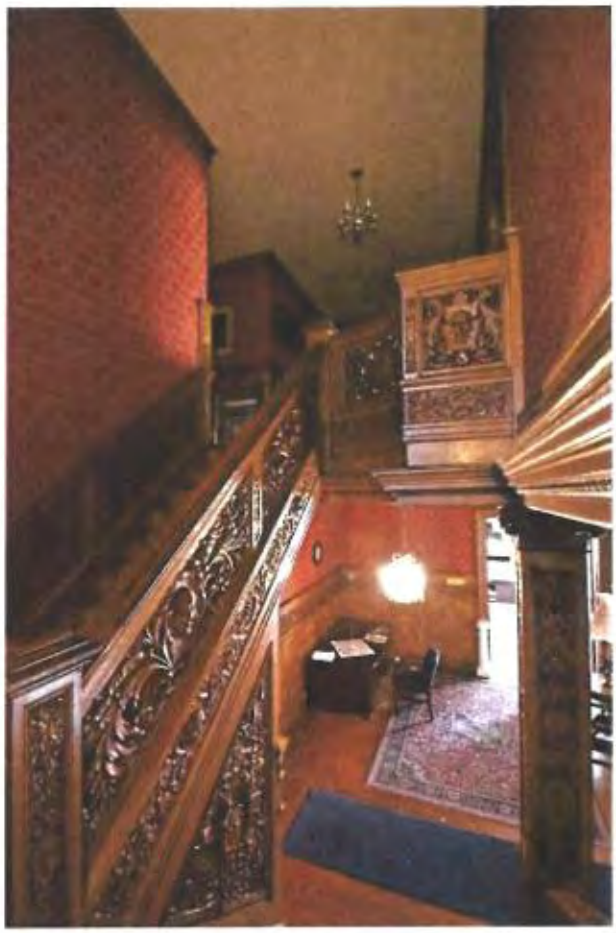
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Interior plans: Stampfl Architects

Exhibit C-30
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



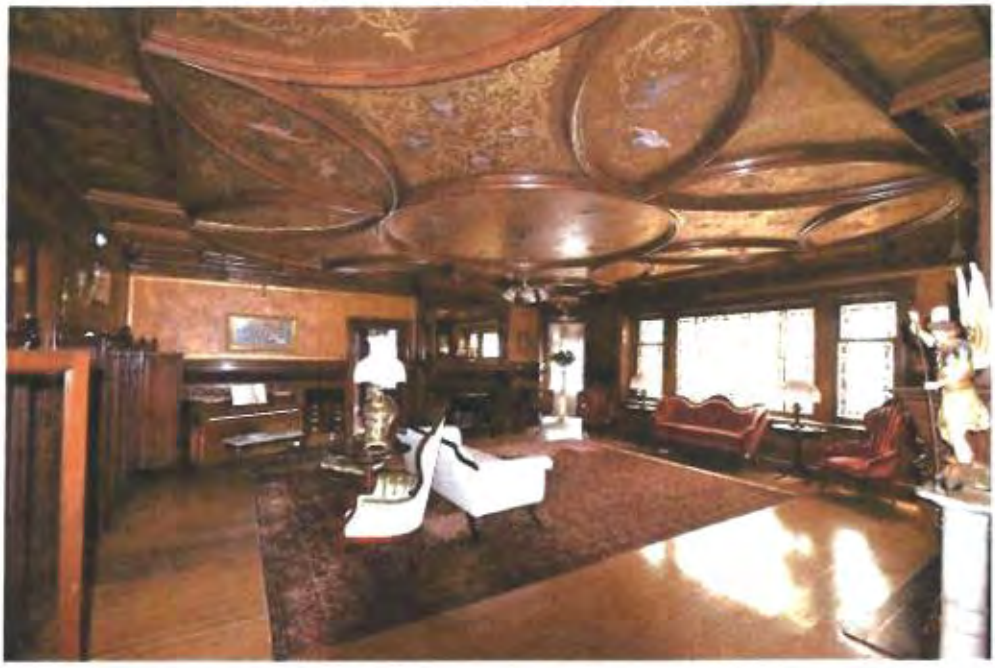


First/second floor main stairwell and landing:
Facing north (top); facing southeast (bottom): The main stairwell features a stained glass window at the landing between the first and second floor. The center portion of the window, featuring religious iconography, is a later alteration. The stain stringers, wainscoting, newel posts, and railings feature elaborate carved wood and composition ornament details. Wallpaper and light fixtures are not believed to date to the Mattison era and are not protected elements of this easement.

Exhibit C-31
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Second floor front parlor:
Facing northwest (top); facing northeast (bottom): The front parlor stands to the west of the second-floor stair hall. It features a painted, paneled ceiling, hardwood floors with inlaid borders, and paneled wood and composition ornament wainscoting. A wide stained glass window dominates the west wall; the room's northwest and southwest corners feature small turret alcoves. Matching fireplace mantles occupy the north and south walls. The east wall is lined with built-in cabinets. An open threshold to the north leads to a north annex space. Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-32
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Second floor front parlor:
Facing southwest (top); facing southeast (bottom) Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-33
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Second floor front parlor details:
(Top left) South fireplace mantle detail
(Top right) Southwest turret alcove detail
(Bottom right) East wall cabinet detail

Light fixtures do not date to the Mattison era and are not protected elements of this easement.

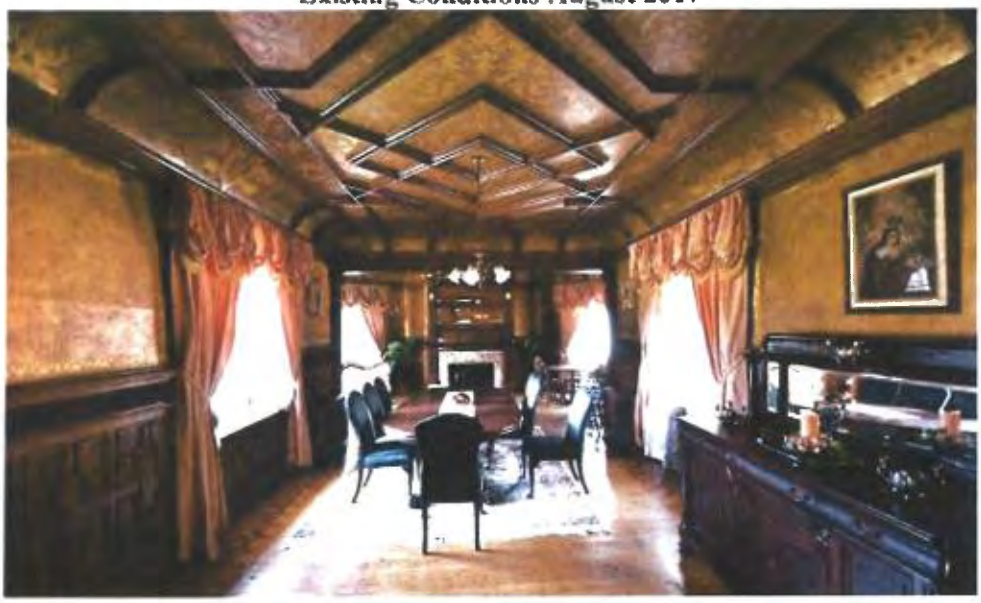
Exhibit C-34
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Second floor front parlor details:
(Top) Leaded and stained glass window detail, west wall. Stained glass window is not known to date to the Mattison era and is not a protected element of this easement.
(Bottom) Inlaid border detail

Exhibit C-35
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Second floor front parlor details:
(Top) Painted ceiling detail
(Right) Threshold between front parlor and north annex.
Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-36
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

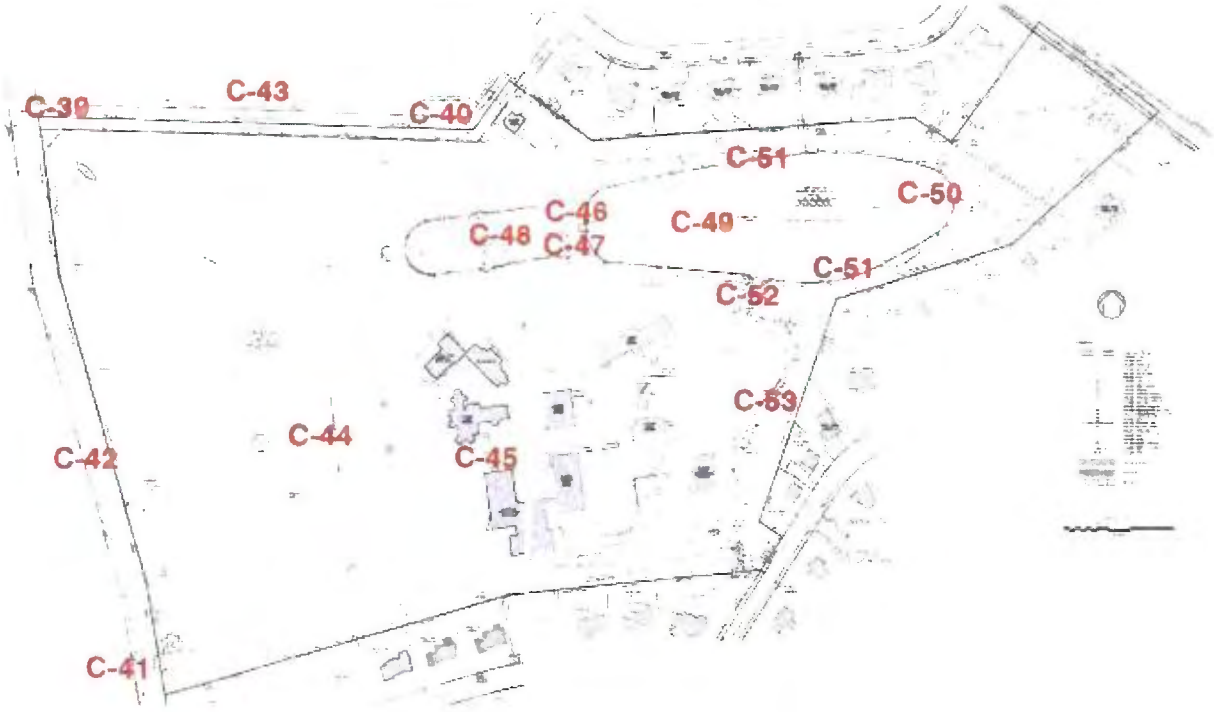


Second floor north annex:
Facing north (top); facing south (bottom): The north annex is composed of a long gallery with a large diamond-shaped alcove at its northern terminus. The gallery is lit by exterior windows along its east and west walls. The detailing of the walls, floors, and ceiling are continued from the adjacent parlor, though the ceiling also features cove moldings. Thresholds mark the transition between the gallery, alcove and parlor. Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-37
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

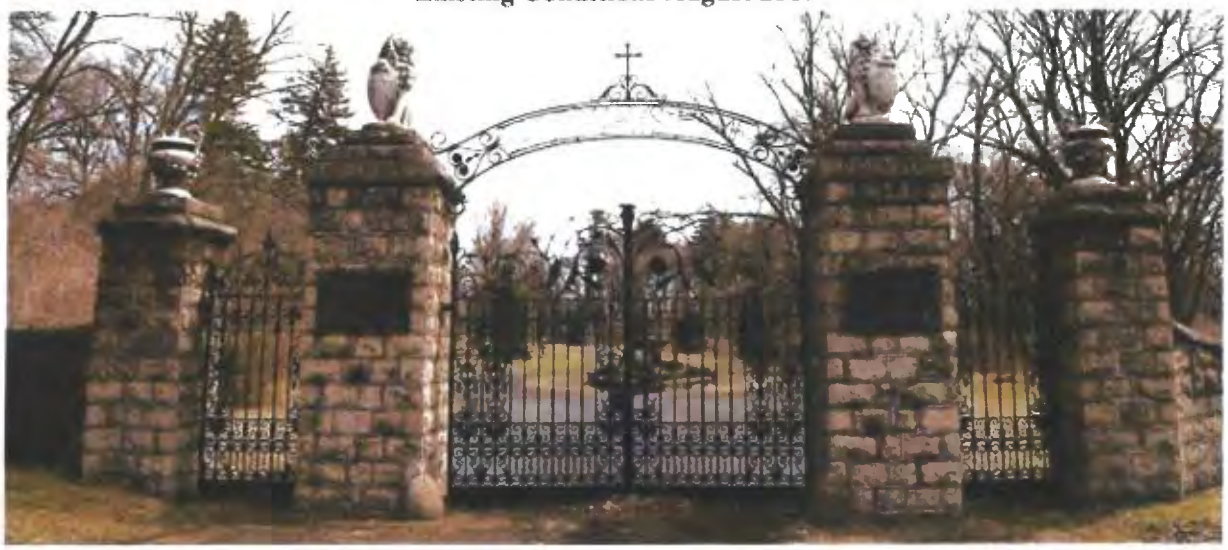
Second floor north annex:
(Top) North alcove facing northwest: The north alcove features exterior windows facing northwest, northeast, southeast, and southwest, with a fireplace mantle dominating the north wall. The mahogany mantle features glazed faience tiles.
(Bottom) Mantle detail

Exhibit C-38
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Protected Site Features :
C-39: Main Gate
C-40: Lindenwold Gate
C-41: Bethlehem Gate
C-42: Bethlehem Pike Perimeter Wall
C-43: Lindenwold Terrace Perimeter Wall
C-44: Formal Garden
C-45: Bronze Fountain
C-46: Gazebo
C-47: Land Bridge and Statuary
C-48: Sunken Garden Walls
C-49: Angel Island and Statuary
C-50: Loch Linden Archway
C-51: Loch Linden Retaining Walls
C-52: Loch Linden Spillway
C-53: Springhouse Ruin
C-54: Miscellaneous Statuary (throughout site)

Exhibit C-39
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Main Gate
Top: Facing southeast
Bottom left: Gate detail facing northwest
Center right: Lion statuary detail
Bottom right: Urn detail

The main gate stands at the northwest corner of the grounds at the intersection of Bethlehem Pike and Lindenwold Terrace. Four fieldstone posts frame a central double-leaf gates flanked by a pair of single-leaf side gates, all featuring ornate wrought-iron ornamentation. Stone lions and urns cap the posts; the taller central pair is each inscribed "Lindenwold." The two bronze plaques and an arched wrought-iron "Saint Mary's Home" sign spanning between the central posts do not date to the Mattison era and are not protected by this easement.

Exhibit C-40
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Lindenwold Gate
Top: Facing northwest
Right: Side gate detail

The Lindenwold Gate stands on the north side of the grounds adjacent to the Lindenwold Gatehouse. It features a pair of castellated fieldstone arches embellished with buttresses, arcatures, and crenellated rooflines. Ornate single-leaf wrought-iron gates span each flanking pointed archway.

Exhibit C-41
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Bethlehem Gate
Top: Facing west
Right: Gate detail

The Bethlehem Gate stands at the southwest corner of the grounds adjacent to the Bethlehem Gatehouse. Is it composed of simple unadorned fieldstone piers with a single wrought-iron gate.

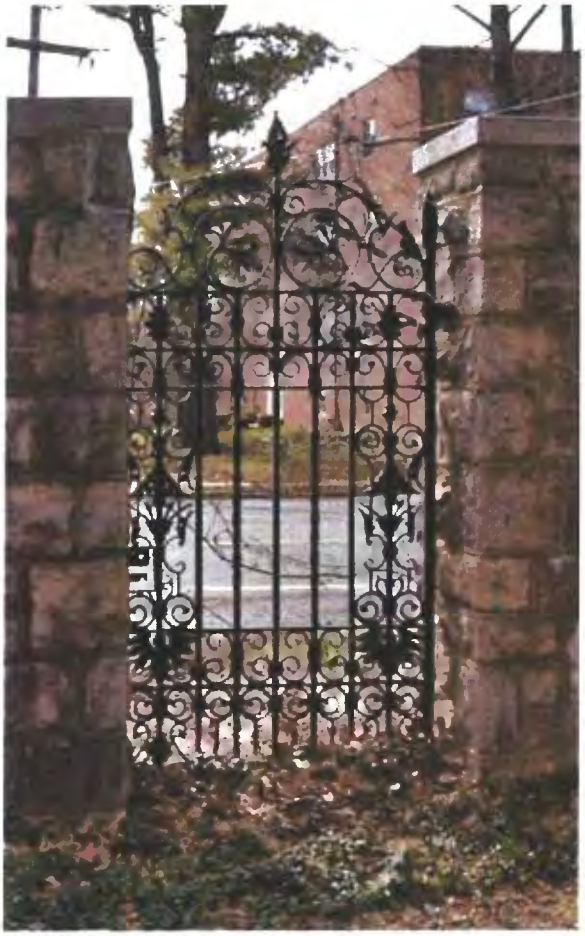


Exhibit C-42
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Bethlehem Pike perimeter wall:
A low fieldstone wall marks the perimeter of the property along Bethlehem Pike. The wall features random ashlar and rubble coursing topped by semi-rounded capstones and marked intermittently by square posts.

Exhibit C-43
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

Lindenwold Terrace perimeter wall:
A low fieldstone wall marks the perimeter of the property along Lindenwold Terrace. The wall generally features random ashlar and rubble coursing topped by semi-rounded capstones. It sits adjacent to a concrete sidewalk running parallel to Lindenwold Terrace.

Exhibit C-44
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike. Ambler PA
Existing Conditions August 2017

Formal Garden
Top: Facing west from Castle roof
Bottom left: Raised bed at western end of lower lawn (facing east)
Bottom right: Stone wall and steps between upper and lower lawns (facing east)

A two-tiered formal garden lies to the west of, and on axis with, the Main Castle. It features a wide upper lawn and a long lower lawn separated by a low stone retaining wall and steps. The upper lawn features a central circular hedgerow flanked by two circular planters. The lower yard features a circular stone planting bed and two rows of hedges running down its center.

Exhibit C-45
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

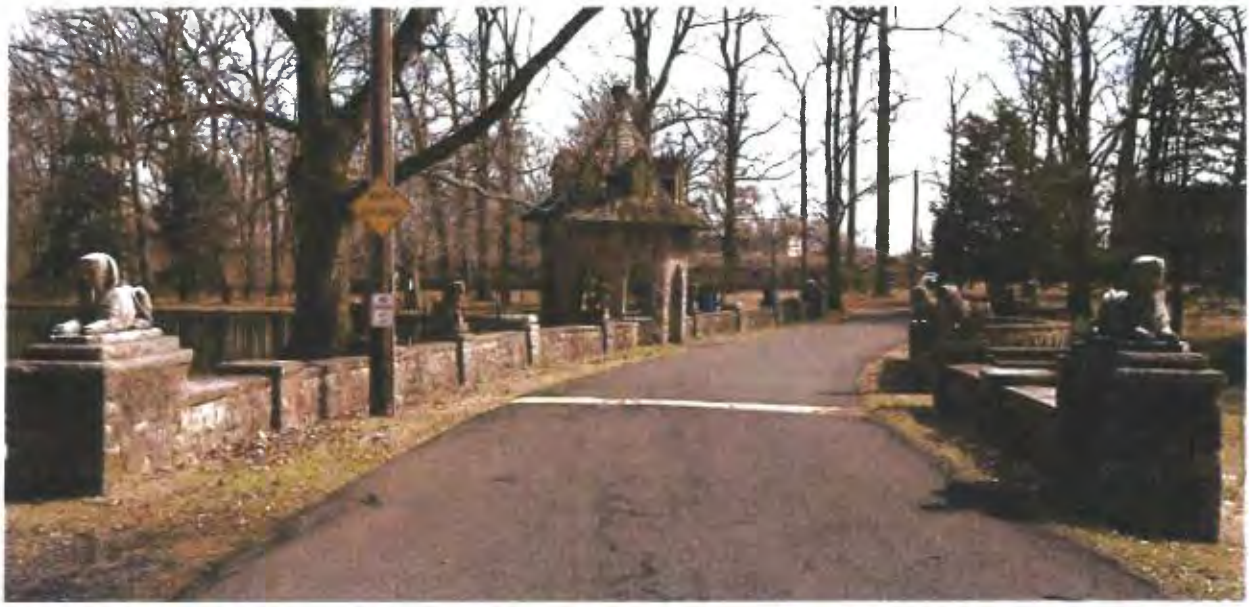
Bronze Fountain
Left: A large cast bronze fountain is located directly to the south of the Main Castle.
Above: The fountain sits on a stone base in the center of a circular stone basin.

Exhibit C-46
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Gazebo
Left: Facing east
Top right: Iron gate detail
Bottom right: Interior ceiling detail

An octagonal gazebo structure stands to the west of Loch Linden midway along a land bridge separating the lake from a sunken garden to the west. The fieldstone gazebo features open pointed arches, an arcature band, and is capped by a broad overhanging shingled roof with blind shingled dormers capped by cresting and finials. An eagle statue marks the pinnacle of the peaked roof. The gazebo interior is covered by a painted beadboard ceiling. A low wrought-iron gate spans the east-facing arch and includes "Loch Linden" lettering.

Exhibit C-47
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Land Bridge and Statuary
Above: Facing south
Below: (Left to Right) Sphinx (typical); Guardian Dog (typical); Lion (typical); Urn

The land bridge carries a paved drive between Loch Linden and the adjacent sunken garden to the west. The bridge is lined along each side by a stone wall. Stone sphinxes sit atop each of the four end piers. The eastern wall (facing the lake) features five stone Chinese-style guardian dog statues; the western wall (facing the garden) features four Chinese-style guardian dog statues and two stone lions. A half-round redoubt opposite the gazebo features an ornamented stone urn planter.

Exhibit C-48
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Sunken Garden Walls
Top: Facing east
Bottom: Facing west

A sunken garden to the west of the lake is enclosed by a perimeter stone retaining wall of varying height. Its most prominent portion is the exposed western face of the adjacent land bridge, embellished with an ornamental arcature band.

Exhibit C-49
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Angel Island and Statuary:
Facing south (top) and east (right)

A round concrete podium in the middle of Loch Linden supports a marble statue depicting an angel and two children. The podium and statuary stand on axis with the gazebo to the west and a stone arch to the east.

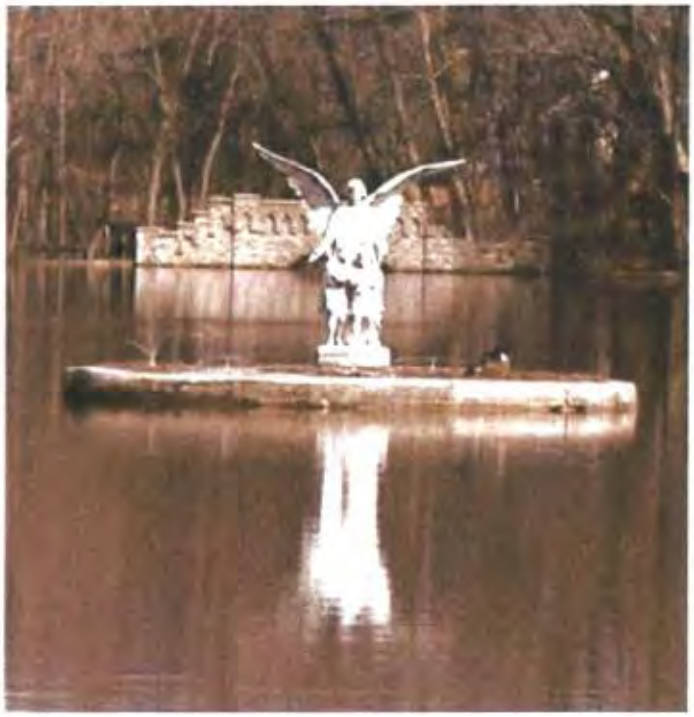


Exhibit C-50
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Loch Linden Arch:
Facing northeast (top) and northwest (right)

The eastern head of Loch Linden is marked by a stepped fieldstone arch and causeway. The west face of the arch is capped by an arcature band.

Exhibit C-51
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Loch Linden retaining walls:

The perimeter of Loch Linden is defined by concrete-faced stone retaining walls with low square piers. The condition of the wall varies greatly, with some areas of deterioration and displacement.

Exhibit C-52
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Loch Linden spillway (facing west):

A concrete-faced spillway is located along the southern edge of Loch Linden.

Exhibit C-53
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Springhouse ruin (facing east):
A former fieldstone springhouse stands in ruins at the eastern edge of the grounds. These ruins are to be retained in their current state, with no intervention required.

Exhibit C-54
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Urns:
Urns in a variety of materials and styles are located throughout the grounds, particularly in the formal and sunken gardens.

Lanterns:
Japanese stone lanterns of various designs are located along the main drive and in the formal garden.

Miscellaneous statuary

Left: Bronze vulture on stone base near Castle.

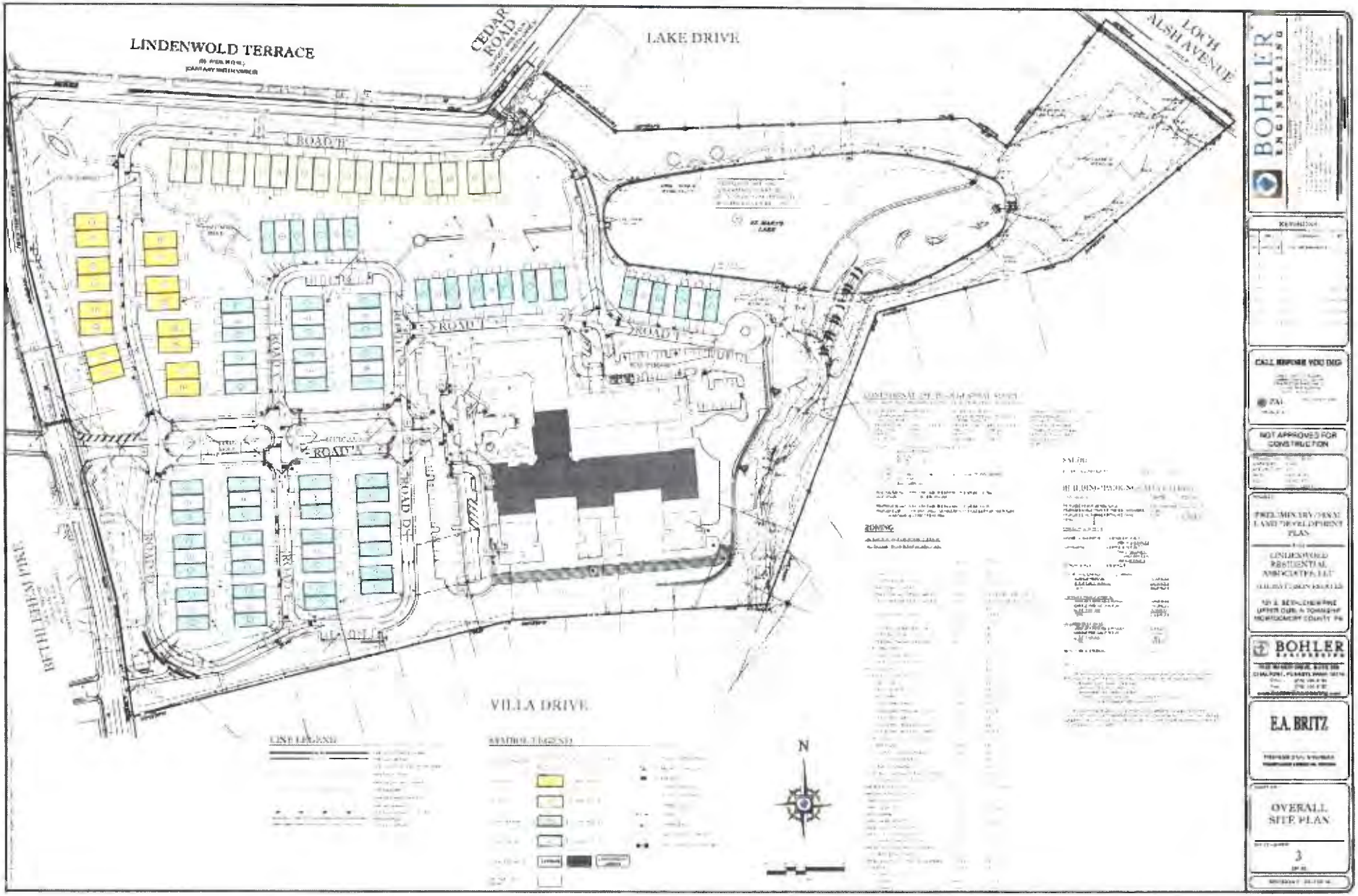
Center: Stone lion in sunken garden.

Right: Stone vase in raised bed behind main gate.

EXHIBIT D – Proposed Development Plan
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

EXHIBIT D

Proposed Development Plan


LINDENWOLD TERRACE
CEDAR ROAD
LAKE DRIVE
LOCH ALSH AVENUE
ROAD 'E'
ROAD 'C'
ROAD 'D'
ROAD 'A'
ROAD 'B'
BETHLEHEM PIKE
VILLA DRIVE
N
BOHLER ENGINEERING
NOT APPROVED FOR CONSTRUCTION
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
LINDENWOLD RESIDENTIAL ASSOCIATES, LLC
E.A. BRITZ
OVERALL SITE PLAN
3

MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES ARMY CORPS OF ENGINEERS (USACE)
AND THE
PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER (PASHPO)
AND
LINDENWOLD RESIDENTIAL ASSOCIATES LLC
PURSUANT TO 36 CFR § 800.6(b)(1) AND 33 CFR PART 325 APPENDIX C
REGARDING THE ST. MARY'S VILLA LAKE REDUCTION
AND STREAM RESTORATION,
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

WHEREAS, Lindenwold Residential Associates LLC of Ambler, Pennsylvania (Lindenwold Residential) is proposing to reduce St. Mary's Villa Lake and restore the stream channel (Project) on the St. Mary's Villa property located in Upper Dublin Township, Montgomery County, Pennsylvania; and

WHEREAS, the Project is within the St. Mary's Villa property, which was called historically Lindenwold (Richard V. Mattison Estate; herein referred to as St. Mary's Villa property), and is eligible for listing on the National Register of Historic Places (NRHP); and

WHEREAS, the Project requires a Department of the Army, Clean Water Act Section 404 permit, and the Philadelphia District, U.S. Army Corps of Engineers (USACE) is the responsible Federal Agency for issuing the permit; and WHEREAS, the work and/or discharge associated with the Project that requires a Department of the Army permit is considered an Undertaking as defined in Section 106 of the National Historic Preservation Act (16 USC. 470f), and is therefore subject to that law; and

WHEREAS, USACE must demonstrate compliance with Section 106 of the NHPA prior to issuing any Department of the Army Permits pursuant to Section 404 of the Clean Water Act, and is considering the effects of the Project for the purposes of compliance with Section 106 of the NHPA as part of the overall permitting process; and

WHEREAS, USACE consulted with the Pennsylvania State Historic Preservation (PASHPO) in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. §470f); 36 C.F.R. Part 800; 33 C.F.R. Part 325, Appendix C; and

WHEREAS, USACE and PASHPO concur that the Permit Area for the Project includes the limits of disturbance caused by the Project; and

WHEREAS, USACE and PASHPO concur that the Project will result in an adverse effect to the St. Mary's Villa property as it includes the alteration of Loch Linden, which is a contributing resource; and

WHEREAS, USACE consulted with the PASHPO in accordance with Section 106 of the NHPA, it's implementing regulations (36 CFR § 800) and the USACE implementing regulations (33 CFR § 325 Appendix C, 8-10) to mitigate for the adverse effect of the Project on the St. Mary's Villa property; and

WHEREAS, USACE consulted with the following consulting parties regarding the effects of the Project on historic properties and afforded them the opportunity to comment on the Project and mitigation: the Upper Dublin Township Historical Commission, the Historical Society of Fort Washington, and the Historical Society of Pennsylvania, and the Upper Dublin Township Historical Commission

WHEREAS, USACE invited the Delaware Nation, the Delaware Tribe, the Eastern Shawnee Tribe of Oklahoma, the Oneida Indian Nation, The St. Regis Mohawk, The Seneca Nation of Indians, and the Stockbridge-Munsee Community of Mohican Indians into formal Government to Government consultation; and

WHEREAS, the Advisory Council on Historic Preservation (ACHP) was notified on DATE of the adverse effect determination via electronic submission to the e106 web portal, in accordance with 36 CFR Part 800.6(a)(1) and Appendix C, but declined to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii) as indicated in their communication dated _____.

WHEREAS, Lindenwold Residential participated in the consultation and has been invited to concur in this Memorandum of Agreement (MOA); and

WHEREAS, the Preservation Alliance for Greater Philadelphia (the Preservation Alliance) has been invited to concur in this MOA as a party responsible for the implementation of mitigation stipulations; and

NOW, THEREFORE, the USACE, the PASHPO, Lindenwold Residential, and the Preservation Alliance agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

Stipulations

USACE shall ensure that Lindenwold Residential will implement the following stipulations:

1. Prior to the alteration of Loch Linden, Lindenwold Residential will carry out the following measures in consultation with the Preservation Alliance:

    a) Prepare scaled drawings depicting, in plan form, the layout of the Lake, including the elements listed in the paragraph below in Subparagraphs 2 a, b, and c.

    b) Photograph the existing conditions of the elements listed in the paragraph below in Subparagraphs a, b, and c. The purpose of the photographic documentation is to record current conditions and significant features of the property. Photographs should be six megapixels or greater (2000 x 3000 pixel image) at 300 dpi and will be provided in JPEG

format. The digital images must be named and numbered in order and keyed to a site plan. The photograph submission should be accompanied by a photo log that will include photographer, photo date, photo number and description.

c) Provide a copy of all documentation materials to both the PASHPO and the Preservation Alliance for inclusion in the property file.

2. USACE, in consultation with the Preservation Alliance, shall ensure that the following measures are taken by Lindenwold Residential to preserve and maintain certain physical structures, identified below and indicated on the attached plan form, that are to remain on the property following the completion of the stream restoration:

a) The original retaining walls of Loch Linden, identified in the plan entitled "St. Mary's Villa Stream Restoration" [Drawing Nos. R-101, R-251, R-301, and R-302], will remain intact with no intervention planned aside from alterations required and permitted as part of the stream restoration project. The arch that provided a visual marker of the stream's entrance at the eastern end of the water feature will be retained. The existing spillway, to the south of the water feature, will remain to permit flood waters to exit the bounds of Loch Linden without eroding the existing channel. Any work performed work will meet the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).

b) The manmade concrete island containing a statue of an angel holding a child, identified in the plan entitled "St. Mary's Villa Stream Restoration" [Drawing No. R-101], is known as "angel island." The island and statue will be retained, with no plans for material replacements or repairs as part of the stream restoration. Any future work on these items will meet the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).

c) The gazebo, identified in the plan entitled "St. Mary's Villa Stream Restoration" [Drawing No. R-101], shows signs of structural cracking and mortar deterioration in certain areas, as well as masonry discoloration due to moisture. The ceiling shows signs of deterioration that indicates a leak in the roof; some of the shingles are damaged as are areas of beaded board at the eaves. There is also damage to certain nonstructural decorative elements. These deficiencies will be remedied in a manner that meets the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).

3. Lindenwold Residential shall demonstrate to the satisfaction of the USACE and PASHPO that the budget established for the stream restoration includes sufficient funds for these measures.

4. Lindenwold Residential shall demonstrate to the satisfaction of the USACE and PASHPO that a third party, meeting the "Personnel Qualifications" outlined below, will monitor the application of these measures to ensure their compliance with the standards proposed above. The third party must provide written confirmation of compliance to the USACE and PASHPO within sixty (60) days following substantial completion of the stream restoration.

5. Any scopes of work proposed for the features noted above will be submitted to the USACE and PASHPO to ensure adherence with the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).

Administrative Conditions

A. Personnel Qualifications

The USACE shall ensure that all work carried out by Lindenwold Residential pursuant to this MOA is carried out by or under the direct supervision of a person or persons meeting at a minimum the *Secretary of the Interior's Professional Qualification Standards* (48 FR 44738-9)

B. Late Discoveries

If any unanticipated discoveries of historic properties or archaeological sites are encountered during the implementation of this undertaking, the USACE shall comply with 36 CFR 800.6(c)(6) by consulting with the PASHPO and, if applicable, Federally recognized tribal organizations that attach religious and/or cultural significance to the affected property; and by developing and implementing actions with the concurrence of the PASHPO and, if applicable, Federally recognized tribal organizations.

C. Amendments

Any party to this MOA may propose to the USACE that this MOA be amended, whereupon the USACE shall consult with the other parties to this MOA to consider such an amendment in accordance with 36 CFR § 800.6(c)(7).

D. Resolving Objections

1. Should any party to this MOA object in writing to the USACE regarding any actions carried out or proposed with respect to the St. Mary's Villa Lake reduction and stream restoration project or implementation of this MOA, the USACE shall consult with the objecting party to resolve the objection. If after initiating such consultation, the USACE determines that the objection cannot be resolved through consultation, the USACE shall forward all documentation relevant to the objection to the ACHP including the USACE proposed response to the objection. Within 30 days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

a) Advise the USACE that the ACHP concurs in the USACE proposed response to the objection, where-upon the USACE shall respond to the objection accordingly;

b) Provide the USACE with recommendations, which the USACE shall take into account in reaching a final decision regarding its response to the objection; or

c) Notify the USACE that the objection will be referred for comment pursuant to 36 CFR § 800.7, and proceed to refer the objection and comment. The resulting comment shall be taken into account by the USACE in accordance with 36 CFR § 800.7(c)(4), and Part 110(1) of NHPA.

2. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, the USACE may assume the ACHP's concurrence in its proposed response to the objection.

3. The USACE shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the USACE responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.

E. Resolution of Objections by the Public

At any time during implementation of the measures stipulated in this MOA, should any objections pertaining to any such measure or its manner of implementation be raised by a member of the public, the USACE shall notify the parties in this MOA and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this MOA resolve the objection.

F. Review of Implementation

If the stipulations have not been implemented within three (3) years after execution of this MOA, the parties to this agreement shall review the MOA to determine whether revisions are needed. If revisions are needed, the parties to this MOA shall consult in accordance with 36 CFR § 800 and 33 CFR Part 325, Appendix C to make such revisions.

G. Sunsetting/Duration

If the terms of this MOA have not been implemented by five (5) years from the date of this signed MOA, this MOA shall be considered null and void. In such an event, the USACE shall notify the parties to this MOA, and if it chooses to continue with the St. Mary's Villa Lake reduction and stream restoration project, it shall re-initiate review of the project in accordance with 36 CFR § 800 and 33 CFR Part 325, Appendix C.

H. Termination

1. If the USACE determines that it cannot implement the terms of this MOA, or if the PASHPO determines that the MOA is not being properly implemented, the USACE or the PASHPO may propose to the other parties to this MOA that it be terminated.

2. The party proposing to terminate this MOA shall so notify all parties to this MOA, explaining the reasons for termination and affording them at least 30 days to consult and seek alternatives to termination. The parties shall then consult.

3. Should such consultation fail, the USACE or the PASHPO may terminate the MOA by so notifying all parties.

4. Should this MOA be terminated, the USACE shall either:

a) Consult in accordance with 36 CFR § 800.6(a)(1) to develop a new MOA; or
b) Request the comments of the ACHP pursuant to 36 CFR § 800.7(a)(1). The ACHP shall have forty-five (45) days to respond with comments.

5. The USACE and the ACHP may conclude the Section 106 process with a MOA between them if the PASHPO terminates consultation in accordance with 36 CFR § 800.7(a)(2).

I. Notice to Lindenwold Residential

Any notices to Lindenwold Residential as provided for in this MOA shall be sent by email and regular mail as follows:

Lindenwold Residential Associates, LLC

Post Office Box 845
Bensalem, Pennsylvania 19002
Attn: Leonard Poncia
lponcia@gmail.com

Copy to:

United States Army Corps of Engineers
Philadelphia District
Regulatory Office
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390

The Preservation Alliance for Greater Philadelphia
1608 Walnut Street, Suite 804
Philadelphia, Pennsylvania, 19103
Attn: Paul Steinke, Executive Director
paul@preservationalliance.com

Execution of this Memorandum of Agreement by the USACE and the PASHPO and implementation of its terms, is evidence that the USACE has afforded the ACHP an opportunity to comment on the Proposed Project and has taken into account the effects of the undertaking on historic properties.

UNITED STATES ARMY CORPS OF ENGINEERS, PHILADELPHIA DISTRICT

By:_____ Date:_____
Edward Bonner, Chief of Regulatory Branch

PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

By:_____ Date:_____
Andrea L. MacDonald, Deputy Pennsylvania State Historic Preservation Officer

Lindenwold Residential Associates, LLC

By:_____ Date:_____
Leonard Poncia

Preservation Alliance for Greater Philadelphia

By:_____ Date:_____
Paul R. Steinke, Executive Director

EXHIBIT C

CONDITIONAL USE DECISION
DATED 5/9/2017

upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034-1697
Phone: (215) 643-1600
Fax: (215) 542-0797
www.upperdublin.net

IRA S. TACKEL
President

RONALD P. FELDMAN
Vice President

SHARON L. DAMSKER

REBECCA A. GUSHUE

LIZ FERRY

ROBERT H. MCGUCKIN

GARY SCARPELLO

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

May 10, 2017

Lindenwold Residential Associates, LLC
630 Sentry Parkway
Suite 300
Blue Bell, PA 19422

Re: 701 S. Bethlehem Pike
Parcel No. 54-00-02290-005
Upper Dublin Township
Application No. 2167
Conditional Use Decision

Dear Lindenwold Residential Associates, LLC:

Enclosed please find a copy of the Findings of Fact, Conclusions of Law and Decision with respect to the Conditional Use Decision of the Board of Commissioners on May 9, 2017 on the Conditional Use Application for the above referenced property. The decision includes 32 conditions to the approval.

If Lindenwold Residential Associates LLC disagrees with this Findings of Fact, Conclusions of Law and Decision in any way, there is a strict time limit of THIRTY (30) days from the date of the MAILING of this decsion within which to take an appeal of the Findings of Fact, Conclusions of Law and Decision, including any of its conditions, to the Court of Common Pleas of Montgomery County, Pennsylvania.

Very truly yours,

Paul A. Leonard
Township Manager

Enclosure

cc: Richard McBride, Esq. (w/enc.)
Gilbert P. High, Esq. (w/enc.)
David Brooman, Esq. (w/enc.)
R. Barton (w/enc.)
T. Fountain (w/enc.)
Michael Cover (w/enc.)

BEFORE THE BOARD OF COMMISSIONERS
OF UPPER DUBLIN TOWNSHIP

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

IN RE: Application for Conditional Use of Lindenwold Residential Associates, LLC.

Property: 701 South Bethlehem Pike
Application No: 2167

I. INTRODUCTION

An application for conditional use was heard before the Board of Commissioners of Upper Dublin Township (the "Board") on February 21, 2017, and April 18, 2017, after proper advertisement and other required public notice. The applicant, Lindenwold Residential Associates, LLC ("LRA"), seeks conditional use approval for a mixed use residential-historic district development pursuant to the provisions of the Upper Dublin Township Code, Chapter 255, Article XXXVII, Sections 255-281 -- 255.286.

The applicant seeks to develop 45.523 acres located at 701 South Bethlehem Pike. The property is located at the intersection of Bethlehem Pike and Lindenwold Terrace and has approximately 1,300 feet of frontage on Bethlehem Pike. The property is commonly known as "Lindenwold" and/or "St. Mary's Villa for Children." The property was the former estate of Dr. Richard Vanselous Mattison (1851-1936). Dr. Mattison was co-owner of Keasbey & Mattison (K&M) Company of Ambler, one of the largest pharmaceutical and later, asbestos manufacturing companies in the world in the late Nineteenth and early Twentieth centuries.

The property was purchased by Dr. Mattison in 1888 and in 1912 he constructed the mansion which currently exists at the property to resemble Windsor Castle in England (the "castle"). The residential portion of his estate contained approximately 76 acres, including the castle, a carriage

house, two gate houses, a boat house, a sunken garden, a gazebo and lake called Loch Linden, a dam, formal gardens, numerous statuary, decorative wrought iron gates and a stone wall along Bethlehem Pike and Lindenwold Terrace.

Lindenwold was sold to the Sisters of the Holy Family of Nazareth, the present owners, in January 1936, to be used as an orphanage. The facility eventually became a home for abused and neglected children until it closed in June 2016. The property is currently under agreement of sale with LRA. The property is bordered by residential developments to the north, south and east, and Bethlehem Pike to the west.

The property is a Class 2 Historic Resource pursuant to Chapter 127 of the Township Code, and has been determined eligible for inclusion on the National Register of Historic Places by the Pennsylvania Historical and Museum Commission. The property's significant historic resources include:

- Sunken Garden
- Loch Linden Lake and Gazebo
- Gatehouse and Entry at Lindenwold Terrace
- Main Entryway with Fountain and Statuary
- Gatehouse and Entry at Bethlehem Pike
- Formal Gardens
- Stone Walls along Bethlehem Pike and Lindenwold Terrace
- Statuary and Fountains throughout the grounds including a statute in Loch Linden Lake
- Springhouse
- Iron Gates

- Castle

It is the intent of the Mixed Use Residential-Historic District to provide for the preservation of meaningful, historic buildings, structures and features on the property proposed for mixed use residential development by the establishment of reasonable zoning standards to promote the desirable benefits which follow the development of a mixed use residential community, which will preserve as part of the community, significant historical buildings, structures and features.

II. THE CONDITIONAL USE APPLICATION

The applicant has proposed a mixed use residential development consisting of thirty-two (32) single family attached twins ("carriage homes"), seventy-two (72) single family attached townhouses ("townhomes"), and a two hundred and fifty (250) dwelling unit senior independent living campus. The senior independent living campus is proposed to be located to the rear of the castle with structured indoor parking for residents. The senior independent living campus is set back on the site to preserve the architecturally significant viewshed from Bethlehem Pike. The carriage homes are located along Bethlehem Pike and Lindenwold Terrace. The townhomes are located internal to the site along the entrance road and internal roadways. The senior independent living campus, carriage homes and townhomes each have incorporated architectural details and materials consistent with the castle, gatehouses and other architecturally significant features of the property.

Submitted with the application was an historic resource inventory and historic preservation plan for the castle, gazebo, entrances, gatehouses, formal garden, site perimeter wall and pre-1936 statuary. The application included a proposed Declaration of Reciprocal Easements and Restrictions between LRA, future owner of the senior independent living campus,

and Dublin Villa Development, LLC, ("DVD"), future owner of the residential parcels for the carriage homes and townhomes.[1] All financial responsibilities of LRA and DVD is to be split forty-five percent (45%) by LRA and fifty-five percent (55%) by DVD.

Also submitted with the application was a proposed preservation easement between LRA and a nonprofit charitable organization to be designated by Upper Dublin Township. Finally, the applicant submitted a stream restoration plan to address a failed dam on the property, the rechanneling of Honey Run Creek and the establishment of a 1 to 2 acre lake, fed by channelized storm drainage from the Lake Drive development, with associated wetlands, perennial wildflowers and wetland indigenous plants.

Based on agency, township staff and township professional consultant reviews, the application was amended in several significant respects, including retention of a portion of Loch Linden Lake; the extent of restoration and rehabilitation, as those terms are defined by the U.S. Secretary of Interior and National Park Service, of the castle and other historic assets; traffic improvements; and, the future uses of the castle.

III. THE CONDITIONAL USE HEARING

The applicant called six witnesses during the two nights of hearings to present the conditional use plan and respond to questions from the Board of Commissioners and Township staff. Eric Britz, P.E. and Project Manager, Bohler Engineering, presented the civil engineering aspects of the application, and the site plan in particular. (2/21/2017 N.T., Pgs. 30-64). Mr. Britz

[1] It is recognized by the Township that the ultimate Ownership of the residential parcels, castle, gatehouses, senior independent living complex and open space will be successors or assigns of LRA and DVD. The ultimate ownership of the subdivided property, buildings, other structures, statuary and fixtures, is subject to the review and final approval of the Board of Commissioners.

testified as to the site plans' compliance with the development regulations found at Sections 255-284 and 255-285. Mr. Britz was recognized as an expert in the field of civil engineering and the Board finds his testimony credible.

John R. Wichner, P.E. and Senior Project Manager, McMahon Engineering, presented the results of the applicant's Transportation Impact Study, the offsite traffic impacts and mitigation measures, ingress to and egress from the development, and internal traffic circulation. (2/21/2017 N.T., Pgs. 64-117). Mr. Wichner testified regarding the revisions made to the Transportation Impact Study as a result of comments and consultation with the Township's traffic consultant, Jack R. Smyth, Jr., P.E., Boles, Smyth Associates, Inc. ("Boles Smyth"), the Montgomery County Planning Commission ("MCPC"), the Pennsylvania Department of Transportation ("PennDOT"), Ambler Borough, and the Township Engineer.

Mr. Wichner opined that the conditional use plan met the requirements of Section 255-282.E.3-8, and that the off site traffic improvements would mitigate any traffic related impacts. The applicant has agreed to prepare a post development traffic study and to install traffic signalization if warranted. Mr. Wichner was recognized as an expert in transportation engineering and the Board finds his testimony credible.

Thomas R. Johnson, Jr., Skelly & Loy, Engineering Environmental Consulting ("Skelly & Loy") presented the stream re-channelization plan and the evaluation of that plan as a result of comments from the Township Engineer and F.X. Browne, Ph.D, P.E., F.X. Browne, Inc., Engineers – Planners Scientists ("F.X. Browne"), an expert retained by the Township to review and comment on the stream restoration plan and the Loch Linden Lake design. (2/21/2017 N.T., Pgs. 144-206; 4/18/2017 N.T., Pgs. 8-38). The applicant has applied to the Pennsylvania Department of Environmental Protection ("PaDEP") and the U.S. Army Corps of Engineers

("USACE") to remove the existing dam structure, re-channelize Honey Run Creek and re-configure Loch Linden Lake and associated wetlands. Final design of the lake will be submitted with the subdivision/land development application and is subject to final permitting from Pa DEP. Mr. Johnson was recognized as an expert in regulatory biology as it relates to Clean Water Act permitting and licensing, and environmental restoration design and aqua systems. The Board finds Mr. Johnson's testimony to be credible.

Kelly Cook Andress, President and Founder of Sage Senior Living ("Sage"), described the elements and uses of the senior independent living complex. (2/21/2017, N.T. Pgs. 118-144). Sage has been identified by the applicant to be the operator of the senior independent living complex. Ms. Andress has a 27 year background in independent and assisted living retirement communities as a former Vice President of Finance and Development for Sunrise Retirement Communities. Ms. Andress has personally developed over 20 such communities, and Sage currently operates six communities, three in Pennsylvania and three in Maryland.

Ms. Andress described the amenities, services and activities offered to residents, the planned accessory uses, including memory care, the number of employees, and transportation services for residents. Finally, Ms. Andress expressed her commitment to work with the Township and its consultants during subdivision/land development plan review to finalize plans to rehabilitate the castle and interior spaces to appropriate re-use.

John H. Cluver, AIA, LEED AP, is a Partner and Director of Historic Preservation at Voith & Mactavish Architects, LLP. Mr. Cluver was recognized as an expert in historic preservation. Mr. Cluver prepared the historic resource inventory and the historic preservation plan. Mr. Cluver described the elements of the historic preservation plan, and consultation with the Township consultants, John R. Gibbons, AIA/AICP, Laura Ahramjian, AICP and Philip E.

Scott, RA, KSK Architects Planners Historians, Inc. ("KSK"). (4/18/2017) N.T. Pgs. 40-76). A significant portion of Mr. Cluver's testimony was in response to questions from the Board of Commissioners and Township staff clarifying the extent of restoration and/or rehabilitation of each historic asset, as those terms are defined by the U.S. Department of the Interior and the National Park Service, and the financial mechanisms in place to ensure both the initial restoration and/or rehabilitation, and future maintenance. The Board finds Mr. Cluver's testimony to be credible.

Len Poncia, Aquinas Realty, was present throughout the course of the hearings and testified on behalf of the applicant. (4/18/2017, N.T., Pg. 75). LRA is the equitable owner of the property. LRA works in coordination with Guidi Homes and the Goldenberg Group joint venture, DVD, on all aspects of the development. Mr. Poncia, on behalf of the applicant, adopted as his own testimony certain promises and representations made by counsel for the applicant, in the areas of historic preservation, stream restoration, specific future uses of the castle, and specific elements of the senior independent living complex and its operation.

Public comment was accepted by the Board at both nights of hearings on the conditional use application. (2/21/2017 N.T., Pgs. 206-256; 4/18/2017, N.T., Pgs. 76-158). A majority of the public comments concerned the impact the development would have on the Lake Drive community and the Villa Drive residents bordering the property. No one entered their appearance as a party to the conditional use proceeding. (2/21/2017 N.T., Pg. 11; 4/18/2017, N.T. Pg. 76). The Board did take the public comments into consideration in rendering this decision.

The conditional use application received positive recommendations from the Township Planning Commission and Montgomery County Planning Commission. Their review letters and recommendations also were taken into consideration by the Board in rendering this decision.

IV. FINDINGS OF FACT

A. Public Notice.

1. Notice of the conditional use hearing was published in The Ambler Gazette on February 5 and 12, 2017 and on April 2 and 9, 2017 (Exhibit T-1, T-37).

2. Notice of the conditional use hearing was posted on the property beginning February 7, 2017 (Exhibit T-2).

3. The conditional use hearing was held on February 21, 2017, March 14, 2017 (continued with the applicant's permission and an extension of time due to inclement weather), and April 18, 2017 (N.T. 2/21/2017 and 4/18/2017, and Exhibit T-38).

B. The Conditional Use Application.

4. The applicant submitted with the conditional use application an eight sheet plan set prepared by Bohler Engineering, dated September 11, 2015, consisting of:

(1) Coversheet

(2) Site Plan

(3) Existing Conditions/Natural Resources Plan

(4) Open Space Plan

(5) Grading Plan

(6) Utility Plan

(7) Tree Removal Plan

(8) Landscape Plan

(Exhibit T-3).

5. The conditional use application, as originally submitted, was deemed incomplete.

6. The conditional use application was resubmitted, including the eight plan set, on October 14, 2016. (Exhibit T-3). The plans were revised as a result of comments from the Township zoning officer, Township engineer, the Montgomery County Planning Commission and the Township's professional consultants (Traffic: Jack R. Smyth, Jr., P.E., Boles, Smyth Associates, Inc. ("Boles, Smyth"); Historic Preservation: John R. Gibbons, AIA/AICP, Laura Ahramjian, AICP and Philip E. Scott, RA, KSK Architect Planners Historians, Inc. ("KSK"); Lake and Stream Restoration: F.X. Browne, Inc. ("F.X. Browne"); and, Landscaping: Richard Collier, Jr., AICP, ASLA, Land Concepts Group, LLC ("Land Concepts")).

7. On January 11, 2017, the applicant submitted a revised historic preservation plan prepared by Bohler Engineering with an historic preservation plan key. (Exhibit A-6).

8. The applicant also submitted with the conditional use application, and revised as a result of comments from Township staff and Township professional consultants, reports required by Section 255-286, including:

(a) Transportation Impact Study prepared by McMahon Associates (revised as a result of comments from Boles, Smyth) (Exhibits T-3, T-5 and T-14).

(b) Fiscal Impact Assessment of proposed redevelopment of St. Mary's Villa – Revised Development Program, prepared by Urban Partners, November, 2016, revised February, 2017 (Exhibits T-28, A-2).

(c) Historic Resource Inventory consisting of a site plan, sketch floor plans for the castle and photos of historic resources keyed to the site plan and sketches, prepared by Voith & Mactavish Architects, LLP (Exhibit T-34).

(d) Historic Resources Preservation Plan Narrative (revised to reflect the comments of KSK), last revised February 20, 2017 (Exhibits T-32, T-35 and T-36).

(e) Three unit townhouse renderings and conceptual townhouse elevations prepared by Kimmel Bogrette Architecture and Site, dated November 10, 2016 (Exhibit T-22).

(f) Two unit carriage home renderings and conceptual carriage home elevations prepared by Kimmel Bogrette Architecture and Site, dated November 10, 2016 (Exhibit T-21).

(g) Streetscape exhibits prepared by Boehler Engineering dated November 10, 2016 (Exhibits T-21 and T-22).

(h) St. Mary's Villa, Model A front elevation, prepared by Mark Stanish Architects, dated November 29, 2016 and St. Mary's Villa, Model A street view prepared by Mark Stanish Architects, dated November 29, 2016.

(i) Carriage home and townhome "Option A" architectural renderings prepared by Michael H. Visich Architect Planners.

(j) Landscaped Perspective Main Entrance architectural rendering prepared by Charles H. Gale, Jr., Gale Nurseries, Inc., dated October 20, 2015 (Exhibits A-7 and A-8).

(k) Draft Declaration of Reciprocal Easement and Restrictions, by and between Lindenwold Residential Associates, LLC and Dublin Villa Development LLC (Exhibit T-3).

(l) Draft St. Mary's Villa Preservation Easement by and between Lindenwold Residential Associates, LLC and a nonprofit charitable corporation designated by Upper Dublin Township, with appendices A through C, dated October 18, 2016 (Exhibit T-3).

(m) St. Mary's Villa Stream Restoration Plan set prepared by Skelly and Loy, Inc. Engineers-Consultants, dated April 13, 2016, last revised April 5, 2017 (revised to reflect the comments of F.X. Browne) (Exhibits T-3, T-39 to T-43, inclusive, and A-11).

(n) Amendments to the St. Mary's Villa Historic Preservation Plan prepared by Voith & Mactavish Architects, LLP, in response to comments from KSK, dated April 17, 2017 (Exhibits T-36, A-17).

C. **Compliance with the Mixed Use Residential-Historic District Regulations**.

9. The proposed uses are among the uses permitted in Section 255-282.

10. The applicant has proposed a minimum of three of the permitted residential uses as required by Section 255-284.B.1.

11. The applicant has proposed a senior independent living campus consistent with Section 255-282.D. and Section 255-283.

12. The senior independent living campus constitutes seventy percent (70%) of the total units as required by Section 255-284.B.2.

13. Kelly Cook Andress, President and founder of Sage Senior Living, testified on behalf of the applicant and described the proposed senior independent living campus operation. (2/21/2007 N.T., Pgs. 118-143)

14. Sage Senior Living has been identified as the operator of the senior independent living campus.

15. The senior independent living campus will be limited to residents 55 years of age and over.

16. The minimum senior living unit size for the senior independent living campus is equal to or greater than five hundred (500) square feet for a single resident unit and greater than or equal to seven hundred (700) square feet for a two resident unit.

17. Not more than sixty percent (60%) of the units in the senior independent living campus will be available for double occupancy.

18. No more than two residents will reside in any dwelling unit, plus one caregiver (if desired).

19. The individual dwelling units at the senior independent living complex will have accessory uses and supportive social residential services including dining facilities, housekeeping, medical and support services, security and twenty-four hour monitoring, an emergency call system, recreational facilities including a fitness center, wellness promotion, exercise programs, transportation, educational and special events, laundry services and social and recreational programs.

20. The senior independent living campus will include accessory uses appropriate for allowing independent older adults to age in place.

21. The senior independent living campus will have approximately ninety (90) employees, on three shifts, over a twenty-four (24) hour period.

22. The senior independent living campus will not have skilled nursing, but will have medical and support services, a dedicated medical and support area, and an assisted living and memory care wing.

23. The senior independent living campus operator will provide van service to take its residents to shopping venues, the downtown Ambler commercial district, SEPTA, and other destinations within a four (4) mile radius of the property.

24. The castle building will be part of the senior independent living campus and initially utilized for professional offices by LRA, as well as the sales center for the townhome/carriage home community.

25. As the townhome/carriage home community homeowners association forms, and the dwelling units are occupied, a portion of the castle building will be set aside for use as a meeting room for the use of the HOA.

26. The senior independent living campus operator will maintain administrative offices in the castle building so that there will be a permanent user in place to monitor the historic asset on a daily basis.

27. The senior independent living complex buildings will be designed and equipped with all required fire suppression, protection and alarm facilities and mechanisms.

28. Eric A. Britz, P.E., testified on behalf of the applicant in the area of civil engineering, and the site plan's compliance with the requirements of the Section 255-284 and 255-285. (2/21/2017 N.T., Pgs. 30-64)

29. The senior independent living campus buildings will not exceed the height of the castle. (Exhibit A-5).

30. The carriage homes, townhomes, and senior independent living campus comply with the building height restrictions of Section 255-284.F.

31. The property exceeds forty (40) acres with a minimum width of eight hundred (800) feet along Bethlehem Pike.

32. The building layout complies with the required perimeter setbacks set forth in Section 255-284.E.

33. Total impervious surface for the development is 38.1%.

34. The minimum overall yard setbacks, building setbacks, and setback from the castle comply with Section 255-284.E.

35. The minimum building setbacks, minimum building separation for the carriage homes and townhomes, buffering and screening comply with Section 255-285.

36. The building height of the carriage homes, townhomes and the senior independent living campus comply with Section 255-284.F.

37. Parking for the senior independent living campus, carriage homes and townhomes complies with Section 255-284.G.

38. The senior independent living campus has a maximum density of fourteen (14) units per acre; the carriage homes and townhomes have a maximum density of five (5) units per acre.

39. The townhomes are 2 and 3 unit townhome buildings with a maximum building length of 160 feet.

40. Areas of the property which constitute steep slopes under the Township Code will remain undisturbed.

41. The applicant submitted confirmation from the servicing water and sewer authorities that adequate capacity is available.

42. The applicant submitted, with the conditional use application, a preliminary stormwater management design and best management practices which proposes underground infiltration beds as the primary stormwater management facility.

43. Post development conditions will not exceed pre-development conditions in terms of the rate of runoff.

44. Thomas R. Johnson, Jr. testified on behalf of the applicant, and described the details of the stream restoration plan and measures that will be taken to preserve a two acre lake in the location of the existing Loch Linden Lake. (2/21/2017 N.T., Pgs. 144-206, 4/18/2017 N.T. Pgs. 8-38).

45. The applicant submitted plans and Pennsylvania Department of Environmental Protection ("PA DEP") permit application materials indicating its intent to remove the existing dam at the east end of the property which has been the basis for concern by PA DEP and the Township.

46. The applicant has proposed to rechannel Honey Run Creek to the satisfaction of the Township, the PA DEP and the USACE.

47. Loch Linden Lake will be reconstructed to a maximum depth of six (6) feet, gradually reducing in depth to a minimum depth of three (3) feet, with an impermeable clay liner at the bottom to retain water, and with associated wetlands, wetland vegetation, and other indigenous plantings. (Exhibits A-11, T-41, 42, 43; see also, Exhibits A-12 to A-15, inclusive).

48. The plans and studies submitted with the conditional use application, together with the testimony of the applicant during the conditional use hearing, demonstrate the absence of any significant adverse ecological or environmental impact to existing natural resources.

49. The perimeter of the site will be extensively landscaped and will have significant buffer areas to adequately screen and protect adjoining neighborhoods from any undue glare, noise or other impacts. (Exhibit A-8).

50. The applicant has proposed walking paths for the general public accessible from Bethlehem Pike and Lindenwold Terrace. Future walking trails include a connection to Loch Alsh Avenue.

51. The applicant has proposed that 19.76 acres (or 44.3% of the property) remain open space.

52. There will be no significant impact in regard to the provision of police and fire protection.

53. John R. Wichner, P.E., presented the Transportation Impact Study, and described the offsite traffic impacts and mitigation measures, ingress and egress from the development, and internal circulation. (2/21/2017 N.T., Pgs. 64-17).

54. The primary entrance to the development will be off Bethlehem Pike, across from Mattison Avenue. Ingress only access driveways will be located on Lindenwold Drive/Cedar Road and on Bethlehem Pike, across from Church Road, south of the main entrance to the development.

55. All interior roads and drives will be owned and maintained by the homeowner association(s), formed to include the single family residential units, and the owner/operator of the senior independent living campus.

56. The internal roads for the development comply with the requirements of Section 255-284.E.4-8.

57. There are no interconnecting roads or direct impacts to surrounding neighborhoods.

58. The applicant has agreed to prepare a post development traffic study and to install traffic signalization if warranted.

59. John H. Cluver, AIA, LEED AP, testified on behalf of the applicant and described the historical assets located at the site and measures taken by the applicant to maintain the historic viewshed of the castle from Bethlehem Pike, the planned restoration and/or rehabilitation of certain historic assets, and the mechanism to ensure perpetual maintenance of the historic assets. (Exhibits A-5, T-31-T-36, inclusive).

60. The architectural design, bulk, spacing, height, setbacks, building materials, and building articulation comply with the Declaration of Covenants and Restrictions dated November 21, 2014, specifically the "Architectural Design, Development and Building Standards and Guidelines for the Rehabilitation and Preservation of Historic Buildings, Structures and Features – St. Mary's Villa Property," found at attachments B, C and D.

61. The applicant has committed to implement the Historic Preservation Plan, as amended, and to provide financial assurance for the initial restoration and rehabilitation, and a funding mechanism for future maintenance.

V. CONCLUSIONS OF LAW

1. The conditional use application as presented by the applicant at the conditional use hearings, conforms to the application requirements of the mixed use residential-historic district, Township Code, Chapter 255, Article XXXVII.

2. The mixed use residential-historic development is compatible with existing and proposed land uses adjacent to the property.

3. The impact on existing floodplains, waterways, wetlands, steep slopes and other sensitive natural features has been minimized to the maximum extent possible.

4. The regional transportation system can efficiently and safely handle the traffic generated by the proposed development.

5. The proposed development will not have a significant impact on public utilities, including water, sewer and storm drainage.

6. The proposed development will not have an adverse impact on police and fire protection.

7. The property contains a significant number of historic buildings, structures, statuary and other elements of vintage character and age to warrant the grant of conditional use approval.

8. The proposed restoration and rehabilitation, and future maintenance, of the historic buildings, structures, statuary and other features will preserve the distinguishing qualities and the character of the historic resources and cultural landscape.

9. The dwelling site layout, design, and implementation of buffering, landscaping, lighting, internal circulation, access and traffic management, parking, fencing and other land development features will preserve the integrity of the historic resources.

10. The proposed development will not have a significant adverse impact upon the surrounding neighborhoods.

11. The applicant has established, by credible evidence, that the proposed uses of the property complies with the declaration of legislative intent, Section 255-281 .

12. The applicant has established, by credible evidence, that the proposed uses of the property complies with Sections 255-282 and 255-283.

13. The applicant has demonstrated, by credible evidence, that the site plan complies with Sections 255-284 and 255-285.

14. The applicant has established, by credible evidence, that the proposed uses of the property will preserve the environmental and physical assets of the neighborhood, including but not limited to, parking, traffic, movement, noise, landscaping buffering, stormwater and lighting.

15. The applicant has established, by credible evidence, that the proposed use will be properly serviced by all existing public service systems.

16. The applicant has established, by credible evidence, that the uses of the property will make accommodation for traffic generated by the proposed use.

17. The applicant has established, by credible evidence, that the proposed uses have been designed in accordance with the Township Code with regard to internal traffic circulation, parking, buffering, grading, stormwater management, erosion control and all other elements of proper land planning.

18. The mixed use residential historic development will not adversely affect the health, safety and welfare of the neighborhood and community.

VI. DECISION AND CONDITIONAL USE APPROVAL

And now this 9th day of May, 2017, upon consideration of the testimony, exhibits, plans and representations made at the conditional use hearing held February 21, 2017 and April 18, 2017, the application of Lindenwold Residential Associates, LLC for conditional use approval for a Mixed Use Residential--Historic District development at the property located at 701 South Bethlehem Pike, Upper Dublin Township, is GRANTED subject to the following conditions:

1. The testimony, exhibits, plans and representations made at the hearing are incorporated herein by reference and form the basis for this decision. No deviation therefrom shall be permitted without further approval by the Township.

2. The applicant shall apply for and receive subdivision and/or land development approval for the development. Such plans shall conform to the plans upon which the conditional use has been granted, these conditions and the requirements of the Township Code, including Chapter 212, Subdivision and Land Development. This grant of conditional use shall expire one (1) year from the date of this decision unless a subdivision and/or land development application is filed with the Township in the interim.

3. The applicant shall submit with the subdivision and/or land development application a Phase I Environmental Site Assessment Update in compliance with the U.S Environmental Protection Agency's All Appropriate Inquiry regulations.

4. The applicant shall restore and/or rehabilitate, and maintain, the Historic Resources at the property consistent with the Historic Preservation Plan prepared by Voith & Mactavish Architects LLP, dated February 20, 2017 (Exhibit T-35), as amended.

5. The applicant shall amend the Historic Preservation Plan to conform to Voith & Mactavish Architects LLP's April 17, 2017 letter (responding to Philip E. Scott,, RA KSK's review letter dated April 12, 2017) (Exhibit T-36), subject to the approval of the Township and the Township Engineer. In addition, as part of the subdivision and/or land development application, the applicant shall submit a plan from a professional structural engineer for the restoration and maintenance of the perimeter wall along Bethlehem Pike and Lindenwold Terrace.

6. The applicant initially shall utilize the castle building as professional offices for the senior independent living campus, and as a sales center/gathering room for the townhome/carriage home community. As the homeowners association forms, and the dwelling units are occupied, a portion of the castle building shall be used as a meeting room for the use of the homeowners association, and a portion of the castle building shall be used by the senior independent living campus operator for administrative offices.

7. As part of the restoration and/or rehabilitation (as those terms are defined by the U.S. Department of Interior and National Park Service) of the interior spaces of the castle building, the applicant shall preserve the current configuration of the rooms of historic significance, identified in the Historic Resource Inventory and Historic Preservation Plan, to the maximum extent possible, in consultation with the Township.

8. The applicant shall provide reasonable provision for public access for visitation to the castle building at reasonable times, for a reasonable duration, and with reasonable advance notice. The details of this public visitation shall be proposed by the applicant as part of the subdivision and/or land development application.

9. The applicant shall enter into a Deed of Preservation Easement in a form substantially similar to that attached to Philip E. Scott's April 12, 2017 letter (Exhibit T-36), subject to the review and approval of the Township and the Township Solicitor. The detailed plans and specifications, describing the means, methods, techniques and materials for the restoration and/or rehabilitation of the historic assets identified in the Historic Preservation Plan (Exhibit T 32), as amended, consistent with this conditional use approval, shall be submitted with the subdivision and/or land development application.

10. The applicant shall enter into a Declaration of Reciprocal Easements and Restrictions, in a form substantially similar to the Declaration of Reciprocal Easements and Restrictions submitted with the conditional use application, to govern the legal rights and financial responsibilities of the owner(s) of the residential parcels and the owner of the senior independent living campus, including but not limited to the financial responsibility to construct and perpetually maintain the internal roads, stormwater management facilities, trails and sidewalks, the lake, adjacent wetlands and site landscaping, and the financial responsibility to restore and/or rehabilitate and perpetually maintain the historic resources consistent with the Historic Preservation Plan (Exhibit T-35), to the satisfaction of the Township and the Township Solicitor.

11. The estimated cost for the restoration and/or rehabilitation of the castle and other historic assets identified in the Historic Preservation Plan (Exhibit T-35), as amended, shall be supported by bids from reputable contractors, reviewed and approved by the Township Engineer, and shall be secured by a separate cash escrow, letter of credit, or performance bond in concert with execution of a Development Agreement, to be executed as a condition to recording of the final subdivision and/or land development plans.

12. As required by Section 255-286. E., funding for future maintenance of the castle and other historic assets shall be addressed to the reasonable satisfaction of the Township in the Declaration of Reciprocal Easements and Restrictions, or separate declaration or restrictive covenant, binding upon the homeowners association to be established in regard to the for sale townhomes and carriage homes, as well as to be executed by the owner of the senior independent living campus, specifically establishing the ongoing obligations of said parties and the rights of

the Township to enforce the appropriate funding and maintenance as to the castle and other historic assets.

13. The applicant shall assist the Township, prior to the recording of final subdivision/sand development plans, to secure the services of the Preservation Alliance or other suitable charitable organization experienced in matters of oversight for the preservation of historic buildings and other historic assets, and shall provide a fund to the Township or its designee to oversee compliance with the Historic Preservation Easement.

14. The Declaration of Reciprocal Easements and Restrictions and the Deed of Preservation Easement shall each be recorded contemporaneously with the recording of final subdivision and/or land development plans.

15. The applicant shall ensure that the proposed retaining wall that supports the emergency drive at the senior independent living campus is not located in the 100-year floodplain and is otherwise in full compliance with the Township Code, Chapter 255, Article XXII. The applicant shall make best efforts to reduce the height of the wall or redesign the emergency access to the senior independent living campus as part of the submission of a subdivision and/or land development plan, to the satisfaction of the Township Engineer.

16. The applicant shall preserve Loch Linden Lake, consistent with the Skelly and Loy plan titled "St. Mary's Villa Stream Restoration, Restoration Large-Scale Plan," Drawing R-401, dated April 13, 2016, last revised 4/5/2017 (Exhibit T-41), ("Lake Restoration Plan"), subject to the approval of the Township and the Township Engineer. The applicant shall make best efforts to revise the Lake Restoration Plan to provide a supplemental source of water, in addition to the ten (10) acre drainage area, from groundwater, site generated stormwater, or the

Loch Alsh Reservoir, to maintain the water levels shown on the Lake Restoration Plan. Final design of the stream, wetlands, and lake shall be subject to the review and approval of the Township, the U.S. Army Corps of Engineers, and the Pennsylvania Department of Environmental Protection.

17. All residential building components, including but not limited to windows, roof materials, stone/masonry, siding materials, foundation plantings, columns and lighting, shall be substantially consistent with the December 9, 2016 Planning Report prepared by KSK Architects Planners Historians, Inc. (Exhibit T-17), the January 10, 2017 memorandum from The Goldenberg Group (Exhibit 15), and the Architectural Renderings submitted as part of the conditional use application (Exhibits T-21 and T-22), the "St. Mary's Villa Model A Front Elevation" and "St. Mary's Villa Model A Street View," prepared by Mark Stanish Architects, dated 11/29/2016, and the "Option A" Architectural Renderings for the carriage homes and townhomes prepared by Michael H. Visich Architects Planners (undated). Reasonable modifications to address architectural and landscaping refinements shall be permitted.

18. The U.S. Secretary of Interior and National Park Service standards for restoration and rehabilitation of the historic structures, as amended, shall be used as the guideline in carrying out the restoration and/or rehabilitation of the gazebo, castle, and two gatehouses. Any additions and/or expansions to the castle and/or gatehouses shall be sited to the rear of the building being restored or rehabilitated.

19. Applicant shall apply to the Pennsylvania Department of Transportation for a highway occupancy permit for the proposed development, incorporating the traffic improvements identified in the Transportation Impact Study and the February 16, 2017

McMahon Transportation Engineers & Planners letter to Jack Smyth, Jr., P.E., Boles, Smyth Associates, Inc.

20. Applicant shall prepare a post development traffic study after construction of the development and at least 90% occupancy at the development. If adequate justification exists to install a traffic signal at the intersection of Bethlehem Pike and Mattison Avenue and/or at the intersection of Bethlehem Pike and Lindenwold Terrace, and the Pennsylvania Department of Transportation approves the design, the applicant shall install approved period style traffic signals(s) at its sole cost and expense. (Exhibit T-5).

21. Applicant shall provide unrestricted pedestrian access to the general public from Loch Alsh Avenue through the development to Lindenwold Terrace/Cedar Road and to Bethlehem Pike.

22. Sidewalk shall be constructed along the site side of Bethlehem Pike, on the Bethlehem Pike side of the existing perimeter wall, subject to review and approval of the Township Engineer and the Pennsylvania Department of Transportation.

23. The internal roads, sidewalks and trails of the development shall be open to the public. The sidewalks leading to the primary entrance to the development, and continuing north along the internal drive closest to Bethlehem Pike, shall continue north through the existing wrought iron gate to the intersection of Bethlehem Pike and Lindenwold Terrace. A trail from the Lindenwold Terrace/Cedar Road entrance to the development, extending through the open space at the rear of the development along Loch Linden Lake over to Loch Alsh Avenue shall be designed and submitted to the Township with the subdivision and/or land development application.

24. The internal roads and drives, sidewalks and trails, stormwater management facilities, including infiltration basins and rain gardens, and Loch Linden Lake and its associated wetlands, shall be owned and maintained by the homeowners association(s) and the senior independent living campus operator pursuant to the terms and conditions of the Declaration of Reciprocal Easements and Restrictions and/or other declaration or form of restrictive covenant.

25. Trash and recycling services, and snow and ice removal, shall be the responsibility of the homeowners association(s) and the senior independent living campus operator. The Declaration of Reciprocal Easements and Restrictions and the declaration establishing the homeowners association(s) shall contain a provision stating that any petition to the Township to provide these services or to accept dedication of the internal roads, sidewalks, trails and/or stormwater management facilities at a future date shall require a one hundred percent (100%) vote of the owners of the dwelling units and their mortgage holders.

26. The applicant shall pay to the Township an open space fee in the amount of $1,500 for each of the 354 proposed dwelling units, for a total open space fee of Five Hundred Thirty One Thousand Dollars and No Cents ($531,000.00), in compliance with Township Code, Chapter 110-13(d). The fees shall be paid at the time the applicant applies for a building permit for a dwelling unit.

27. No fencing or accessory structure, in the nature of a deck, patio, porch, Jacuzzi/spa, sitting wall or fence, may encroach greater than 20 feet from a dwelling unit into any required perimeter setback from either Bethlehem Pike or Lindenwold Terrace/Cedar Road. No shed of any nature may be placed within that 20 foot setback encroachment. No fence placed within the 20 foot setback encroachment, which is parallel to the rear of a dwelling unit, shall

exceed the height of 48 inches, nor may any such fence extending out from and as a divider between units exceed six feet in height.

28. The senior independent living campus dwelling units shall be private and occupied by residents that are 55 years of age or over, with accessory uses and supportive social residential services including dining, housekeeping, medical and support services, security and 24-hour monitoring, an emergency call system, as well as recreational facilities which may include amenities such as a fitness center, wellness promotion, exercise programs, educational and special events, laundry services and social and recreational programs, together with accessory uses appropriate for allowing independent older adults to age in place.

29. Each dwelling unit of the senior independent living campus shall contain a fully private bathroom (including toilet, bathtub and/or shower and vanity/sink), personal closet space, emergency call systems, lockable entry doors accessible by master key or similar system available at all times in the senior independent living campus residences and for designated staff, and pre-wiring for private telephone, internet and television reception.

30. No less than 80 square feet of floor area per dwelling unit on the senior independent living campus shall be provided for community common areas for dining, active and passive recreation, circulation, and socialization, exclusive of hallways and passageways and inclusive of common areas designated in the castle building and areas contiguous to the castle building and the senior independent living campus.

31. A dining area or areas shall be provided in the senior independent living campus, together with a private dining room available for the use by residents and their families and guests for private entertaining.

32. The applicant shall propose with the submission of a subdivision and/or land development plan application a shuttle transportation service plan for residents of the senior independent living campus.

If you or anyone else present at the hearing(s) and entering their appearance, disagree with this Findings of Fact, Conclusions of Law and Decision in any way, there is a strict time limit of THIRTY (30) days from the date of the MAILING of this Findings of Fact, Conclusions of Law and Decision within which to take an appeal of this Findings of Fact, Conclusions of Law and Decision to the Court of Common Pleas of Montgomery County, Pennsylvania.

Witness:

Paul Leonard, Secretary/
Township Manager

Ira S. Tackel, President

Ronald P. Feldman, Vice-President

Sharon L. Damsker, Member

Liz Ferry, Member

Rebecca A. Gushue, Member

Robert H. McGuckin, Member

Gary V. Scarpello, Member

EXHIBIT D

DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS

PREPARED BY
Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422-0765
Attn: Simi Kaplin Baer, Esquire
(610) 941-2657

RETURN TO:
Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422-0765
Attn: Simi Kaplin Baer, Esquire
(610) 941-2657

Tax Parcel Identification. Nos.: 54-00-02290-005; 54-00-06163-002 [NOTE: To be revised as there will be five separate tax parcels]

DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS (the "**Declaration**") is made this ____ day of _____, 2018, by and between **LINDENWOLD RESIDENTIAL ASSOCIATES, LLC**, a Pennsylvania limited liability company ("**LRA**"), **DUBLIN VILLA DEVELOPMENT, LLC**, a Pennsylvania limited liability company ("**DVD**"), and **SBLP UPPER DUBLIN, LLC**, a Delaware limited liability company ("**SB**"). DVD, LRA, and SB and their successors and assigns may be referred to herein each as an "**Owner**" and collectively as the "**Owners**".

RECITALS

A. Sisters of the Holy Family of Nazareth U.S.A., Inc. ("**Sisters**") was the former owner of certain property located in Upper Dublin Township (**"Township"**), Montgomery County, Pennsylvania, tax parcel numbers 54-00-02290-005 and 54-00-06163-002, each of which is more fully described on **Exhibit "A"** attached hereto and made a part hereof ("**Overall Property**").

B. LRA is the "master developer" of the Overall Property, has designated the right to manage the common site work for the Overall Property to SB, which common site work shall be performed by DVD as described in this Declaration.

C. The Overall Property has been subdivided into five (5) parcels each labeled on the parcel plan recorded in the Office for the Recorder of Deeds for Montgomery County at Book ____ Page ____ and attached hereto and made a part hereof as **Exhibit "B"** ("**Plan**"): the Castle Parcel ("**Castle Parcel**"); the Senior Living Parcel ("**SL Parcel**"), the Residential Parcel ("**Residential Parcel**"), Gate House Parcel #1 ("**GH Parcel 1**"),and Gate House Parcel #2 ("**GH Parcel 2**"). The Castle Parcel, SL Parcel, Residential Parcel, GH Parcel 1 and GH Parcel 2 shall each be referred to herein as a "**Parcel**" and collectively as the "**Parcels.**"

D. Immediately prior to the recording of this Declaration, (i) LRA took title to the GH Parcel 1, GH Parcel 2, and Castle Parcel from the Sisters pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County at Book ____ Page ____, (ii) SB took title to the SL Parcel pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County at Book ____ Page ____ and (iii) DVD took title to the Residential Parcel pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County at Book ____ Page ____ (collectively the "**Deeds**"). LRA, DVD and SB hereby agree to be bound and subject to all of the easements, covenants and restrictions set forth in this Declaration as if the Declaration were recorded prior to the recording of the Deeds.

E. SB intends to construct a senior living facility on the SL Parcel ("**Senior Living Campus**"). LRA intends to re-develop GH Parcel 1 and GH Parcel 2 each as a single family detached residential dwelling and retain the Castle Parcel as a historical feature consistent with the uses and current zoning. LRA may convey each of GH Parcel 1 and GH Parcel 2 to separate parties. DVD intends to construct single family, semi-attached residential units (each a "**Unit**" and collectively "**Units**") on the Residential Parcel. The development of the Units on the Residential Parcel shall be referred to herein as the "**Residential Project**." The "**Project**" shall be defined as the Parcels together with the improvements to be constructed thereon in accordance with the Land Development Plans (as defined below), the roads, the storm water facilities and utility facilities serving the Parcels.

F. All of the development and construction on the Parcels shall be completed as shown on the Final Land Development Plans for the subdivision "Mattison Estate" prepared by Bohler Engineering, Inc. dated April 28, 2016, last revised _____, 2018 ("**Land Development Plans**"). DVD shall perform the common site work for the Overall Property pursuant to, and as described in, that certain Post-Closing Development Agreement dated of substantially even date herewith between SB, LRA and DVD (the "**PCDA**") which provides for a description of the Improvement Work (as defined in Section II.A), the allocation of costs between the parties thereto with respect to the Improvement Work, the security for the performance of, and payment for, the Improvement Work, and the coordination of the development of the Project among the various Owners.

G. The Land Development Plans require certain easements over the Parcels for the purpose of installing and/or connecting to already existing gas, electric, water, sewer, telephone cable and related services (the "**Utilities**") and constructing and using the entrance road shown on the Land Development Plans on the Residential Parcel ("**Entrance Road**").

H. The Land Development Plans also require that Owners install stormwater pipes, manholes and related facilities, including detention basins, as shown on the Land Development Plans (as the same maybe hereinafter modified or replaced, the **"Stormwater Facilities"**) on the Parcels so that the stormwater runoff from the Project can drain into and through the Stormwater Facilities to be constructed (the **"Stormwater Management"**). The Units, Senior Living Campus, Stormwater Facilities, Utilities, Entrance Road and other Improvement Work (it being acknowledged and agreed that the Improvement Work includes, but is not limited to, the Entrance Road. The Stormwater Facilities and certain aspects of the Utilities), shall be referred to hereinafter as the "**Improvements**".

I. The approval of the Township to construct the Project in accordance with the Land Development Plans requires that the Owners agree to maintain the historical resources described herein (all of which are located on the Castle Parcel, Residential Parcel, GH Parcel 1 and GH Parcel 2), as well as set forth in those certain two Deeds of Preservation Easement, one entered into by DVD with respect to the Residential Parcel, and one entered into by LRA with respect to the Castle Parcel providing, for the restoration and maintenance, in perpetuity, of the historic resources on the Residential Parcel and the Castle Parcel, respectively (collectively, the "**Primary**

Declaration"). The Primary Declaration is attached hereto and made a part hereof as **Exhibit "C-1"** (with respect to the Castle Parcel) and **Exhibit "C-2"** (with respect to the Residential Parcel). The preservation of the historic resources on GH Parcel 1 and GH Parcel 2 is provided for separately in the Gatehouse Easement (as defined in Section VI.B.1). There will be a separate Gatehouse Easement for each of GH Parcel 1 and GH Parcel 2. The Township, as more fully described in Article VI hereof, has delegated jurisdiction to assure the proper maintenance of the historical resources described herein to The Preservation Alliance for Greater Philadelphia ("**Alliance**") but may, in the future, upon written approval of the Owners, delegate such jurisdiction to another qualified historic organization, in lieu of the Alliance, upon which, references to the Alliance herein shall refer to such alternative organization.

J. By that certain Declaration of Easements, Restrictions and Covenants dated November 21, 2014 and recorded in the Office of the Recorder of Deeds for Montgomery County on December 2, 2014 in Deed Book 5936, Page 1827 et seq. (the "**2014 Declaration**"), Sisters subjected the Overall Property and the present and future owners thereof and any homeowners association or condominium association formed by one or more of them to certain obligations, including the obligation to preserve and maintain in perpetuity the historic resources on the Overall Property as set forth in the 2014 Declaration. This Declaration, together with the Primary Declaration and the Gatehouse Easement supersedes the 2014 Declaration. Upon the recording of this Declaration, the Primary Declaration and the Gatehouse Easement, the 2014 Declaration shall be null and void.

K. Upon the application for conditional use by LRA, the Board of Commissioners of the Township granted conditional use for the development of the Overall Property, attached hereto as **Exhibit "D"** (the "**Conditional Use Decision**"). The parties concur that this Declaration is in furtherance of that approval and is intended to be in conformance to and in satisfaction of the conditions set forth in the Conditional Use Decision.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, LRA, DVD and SB hereby covenant and declare, for themselves and their successors, assigns and successors in title to the Parcels, as follows: (i) each Parcel shall be and is hereby declared to be subject to the easements, covenants and restrictions more particularly set forth in this Declaration for the benefit of the other Parcels; and (ii) the Parcels shall be and are hereby declared to be subject to the restrictive covenants more particularly set forth in this Declaration. Each Parcel shall hereafter be held, transferred, sold, conveyed, used, rented, enjoyed, occupied, mortgaged or otherwise encumbered or disposed of subject to the covenants, easements, rights and restrictions set forth in this Declaration.

I. GRANT OF EASEMENTS

A. Access Easement

1. DVD hereby grants to and conveys to LRA and SB and their successors and assigns, invitees, licensees and agents for the benefit of the SL Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel, a perpetual, non-exclusive easement over the area depicted on the Land Development Plans as the "Entrance Road," as well as any additional area designated as "Utility Facilities," which area is more fully described on **Exhibit "E"** attached hereto and made a part hereof ("**Entrance Road Easement Area**") for pedestrian and vehicular access to provide ingress and egress from Bethlehem Pike and to provide Utility Facilities (as defined in Section I.B below) to the SL Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel ("**Entrance Road Easement**"). In addition, each Owner hereby grants to and conveys to each other Owner and their successors and assigns, a perpetual, non-exclusive easement over the internal access roads at the Overall Property for pedestrian and vehicular access to provide ingress and egress from Bethlehem Pike throughout the Overall Property.

2. DVD, LRA and SB shall use commercially reasonable efforts to ensure that the access, ingress and egress of pedestrian and vehicular traffic to and from Bethlehem Pike is not unreasonably interfered with or unreasonably restricted. Neither DVD, LRA nor SB shall, at any time hereafter, build, install, construct, plant, locate or relocate any temporary or permanent buildings, structures or landscaping that would in any way materially

interfere with the Entrance Road Easement. Any damage caused by a parties' construction activities shall be promptly repaired by said party, at its sole cost and expense, to the commercially reasonable satisfaction of the affected Owner. DVD, LRA, and SB shall cooperate in good faith to determine the cause and extent of any such damage.

B. **Utility Easement**. DVD hereby grants and conveys to LRA and SB, and their successors and assigns, for the benefit of the SL Parcel, GH Parcel 1, GH Parcel 2, and the Castle Parcel a perpetual, non-exclusive easement over the Entrance Road Easement Area to construct, install, connect, operate, maintain and from time-to-time, reconstruct and repair underground fiber optics, pipes, cables and wires and sanitary sewer pipes ("**Utility Facilities**") necessary to bring utilities to the SL Parcel, GH Parcel 1, GH Parcel 2 and the Castle Parcel, together with the right to obtain service using the Utility Facilities. DVD shall not construct anything within the Entrance Road Easement Area which would interfere with the rights of LRA or SB under this paragraph. DVD shall have the right to grant to third parties additional and similar easements which are deemed reasonable by DVD in connection with the supply of utility services to the Overall Property and the Improvements constructed thereon or any part thereof so long as any such easement does not interfere with the rights of LRA and SB as contemplated in this paragraph. DVD shall not commence any construction or disturb the Entrance Road Easement Area without the prior written consent of SB and LRA, which consent shall not be unreasonably withheld, delayed or conditioned. Upon the installation of the Utility Facilities or any repair or maintenance performed thereto, DVD shall restore the Entrance Road Easement Area to substantially the same condition that existed prior to any work or other activity conducted by DVD in the Entrance Road Easement Area. In no event shall DVD permit any Utility Facilities installed for the benefit of the SL Parcel, GH Parcel 1, GH Parcel 2 and/or the Castle Parcel to be relocated without the prior written consent of LRA or SB, as applicable, which consent shall not be unreasonably withheld, delayed or conditioned.

C. **Stormwater Easement**. The Land Development Plans depict the construction of the Stormwater Facilities on, over and under areas depicted on the Land Development Plans as the Proposed Storm Sewer Easement. SB, as the Owner of the SL Parcel, hereby irrevocably grants and conveys to the Owners of the Residential Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel, and their respective successors and assigns, for each

of their benefit, a perpetual, nonexclusive right and easement to direct storm water runoff from the Residential Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel through the Stormwater Facilities located on the SL Parcel in accordance with the Land Development Plans. DVD, as the Owner of the Residential Parcel, hereby irrevocably grants and conveys to the Owners of the SL Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel and their respective successors and assigns, for each of their respective benefit a perpetual, nonexclusive right and easement to direct storm water runoff from SL Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel through the Stormwater Facilities located on the Residential Parcel in accordance with the Land Development Plans. LRA, as the Owner of the Castle Parcel, GH Parcel 1, and GH Parcel 2, hereby irrevocably grants and conveys to the Owners of the Residential Parcel and the SL Parcel, and their respective successors and assigns, for each of their respective benefit, a perpetual, non-exclusive right and easement to direct stormwater runoff from the Residential Parcel and the SL Parcel through the Stormwater Facilities located on the Castle Parcel, GH Parcel 1 and GH Parcel 2 in accordance with the Land Development Plan. No Owner shall construct, place or allow to be constructed or placed on the Stormwater Facilities any object, structure or landscaping which may materially impair the use of or access to the Stormwater Facilities or increase the cost to repair, maintain or replace any Stormwater Facilities. Notwithstanding the foregoing, the Owner of a Parcel shall continue to have the right to utilize the surface of the area in which a Stormwater Facility is located for any purpose which would not (i) materially interfere with the other Owners' use of the easements described in this Section I.C, or (ii) increase the cost to repair, maintain or replace any of the Stormwater Facilities. It is anticipated that maintenance of the Stormwater Facilities shall be governed by an Operations and Maintenance Agreement required by the Township ("**O & M Agreement**"), which will be entered into by DVD. DVD will select a contractor who will maintain, repair and replace the Stormwater Facilities in accordance with the standards set forth in the O & M Agreement, and the Owner of the Residential Parcel and the Owner of the SL Parcel shall share the costs associated therewith forty-six percent (46%) by SB and fifty-four percent (54%) by DVD and may be referred to herein as each such entity's "**Pro Rata Share.**" Any such costs shall be paid by the Owners within thirty (30) days after receipt of an invoice for the same. Notwithstanding anything to the contrary contained herein, in no event shall any Owner be responsible to pay the cost of any repair, maintenance or replacement of any Stormwater

Facilities arising out of the negligent acts or omissions of any other Owner or its employees, agents or contractors, for which such negligent Owner shall be obligated to immediately repair the same.

D. **Sign Easement**. DVD hereby grants to and conveys to LRA and SB and their successors and assigns, for the benefit of the SL Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel, a perpetual, non-exclusive easement over the Entrance Road Easement Area in connection with the monument identification sign to be placed within the Entrance Road Easement Area, in accordance with the Land Development Plans, as well as to place directional signage at locations on the Residential Parcel (collectively, the "**ID Signage Area**"). All such signs shall be subject to DVD's reasonable approval and in conformity with applicable governmental regulations.

E. **Easements for Inspection and Maintenance**. Owners, for themselves and their successors and assigns, hereby grant and convey to each other, the Township and any public utility, its successors, assigns and designees a perpetual, non-exclusive right and easement to enter upon the Parcels to (i) access the fire lanes located on the Parcels, as shown on the Land Development Plans, (ii) access and inspect the Stormwater Facilities located on the Parcels, (iii) access, inspect, maintain, repair and replace the sanitary sewer facilities located on the Parcels, (iv) access and inspect the historic resources located on the Parcels (which inspection right shall be effectuated through the Alliance pursuant to the Primary Declaration), and (v) access the Parcels for any other municipal purpose whatsoever.

F. **Temporary Easement Improvement Work**. SB and LRA, for themselves and their successors and assigns, hereby grant and convey to DVD, its successors, assigns and designees, a temporary, non-exclusive right and easement to enter upon the SL Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel to construct and complete the Improvement Work.

II. CONSTRUCTION

A. Improvement Work.

1. **General.** DVD shall undertake, or cause to be undertaken, the performance of the site work that is for the benefit of the Overall Property as detailed at **Exhibit "F"** attached hereto and made a part hereof (the "**Improvement Work**"), subject to payment or reimbursement of the costs incurred by DVD as provided in this Section II.A and the PCDA. The Improvement Work includes, but is not limited to, certain "St. Mary's Lake" work and historic resources restoration work, each as described in Section II.A.2 and 3, respectively, below.

2. **St. Mary's Lake**. DVD will select a contractor which will repair, replace and maintain "St. Mary's Lake" as shown on **Exhibit "B"** attached hereto (**"St. Mary's Lake"**) in a commercially reasonable manner. All "St. Mary's Lake" work constituting a portion of the Improvement Work shall be paid for by DVD and SB in accordance with their Pro Rata Shares and in the manner described in Section II.A.1 above. The Owner of the Residential Parcel and the Owner of the SL Parcel shall share all other costs associated with the maintenance of "St. Mary's Lake" in accordance with their respective Pro Rata Shares. Any such costs described in the immediately preceding sentence shall be paid by such Owners within thirty (30) days after receipt of an invoice for the same. Notwithstanding anything to the contrary contained herein, in no event shall any Owner be responsible to pay the cost of any repair, maintenance or replacement of St. Mary's Lake arising out of the negligent acts or omissions of any other Owner or its employees, agents or contractors, for which such negligent Owner shall be obligated to immediately repair the same.

3. **Historic Resources Restoration Work**. The obligations described in Section VI.C.1 and 2 constitute a portion of the Improvement Work. The foregoing obligations shall be performed by DVD pursuant to the PCDA. The cost of performing such work shall be allocated to DVD and SB in accordance with their respective Pro Rata Shares, financial security for the performance of such work shall constitute a part of the financial security for the Improvement Work, and in the event of a default in the performance of such work by DVD, SB shall have the right, but not the obligation, to perform such work in the same manner as any other Improvement Work (including using its own and DVD's financial security to perform such work).

B. **Applicable Laws; Safety**. All activities conducted by Owners in accordance with this Article II shall be conducted in a good and workmanlike manner in accordance with all applicable laws, regulations, ordinances and orders of any governmental authority having authority over any portion of the Overall Property; provided that the law, regulation, ordinance or order shall only be deemed to be applicable with respect to the portion of the Overall Property over which the governmental authority has authority ("**Applicable Laws**"). Without limiting the foregoing, each Owner agrees to strictly comply with all safety programs required by any governmental agency having jurisdiction over the Overall Property, including, but not limited to, the Occupational and Safety Health Administration of the United States and the requirements of the Commonwealth of Pennsylvania.

C. **Insurance**. At all times during the construction of any Improvements (including the performance of the Improvement Work) or performance of any repairs, maintenance or replacements in any of the easement areas described in this Declaration, the Owner performing any such construction, repair, maintenance, or replacements shall carry commercial general liability insurance with a combined single limit for personal injury, loss of life and property damage of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate, on a per project basis, and with umbrella coverage of at least $5,000,000.00. The applicable Owner shall also cause any contractor and/or subcontractor performing work on behalf of such Owner to carry the insurance required by this paragraph. All such insurance shall name any Owners whose Parcels are affected by the construction, repairs, maintenance or replacements and their respective mortgagee(s) as additional insureds. Evidence of any such insurance shall be delivered upon request.

III. MAINTENANCE AND REPAIR

A. **Common Maintenance Area.** DVD shall be responsible for maintaining the items below and SB shall be responsible for its Pro Rata Share of the costs in connection with the maintenance performed in the areas (the "**Common Maintenance Area**") listed below (the "**Common Area Maintenance Shared Costs**"), which shall include electricity costs and the cost of any property insurance procured by DVD with respect to such area. For the avoidance of doubt, the maintenance and other responsibilities of DVD pursuant to this Section III.A and **Exhibit "H"** may be performed

by the Association (as described in Section VII.B.2 below) as DVD's successor under this Declaration. The Common Area Maintenance Shared Costs shall not include: (i) overhead costs; (ii) any cost not considered a normal maintenance or operating expense in accordance with generally accepted accounting principles; and (iii) any expenses associated with any special requirements of a particular Owner or its permittees, in connection with the maintenance of the areas below.

(a) **ID Signage Area**. DVD shall maintain the ID Signage Area.

(b) **Entrance Road**. DVD shall maintain the Entrance Road Easement Area.

(c) **Historic Resources**. DVD shall maintain the historic resources located on the Residential Parcel in accordance with the terms of the Primary Declaration.

B. **DVD's Maintenance Responsibilities.** DVD's maintenance responsibilities will be effectuated, accounted for, and paid for by DVD and SB in accordance with the terms and conditions set forth in **Exhibit "G".**

IV. USE RESTRICTIONS. The Overall Property shall be subject to use restrictions as set forth on **Exhibit "H"**.

V. ARCHITECTURAL.

A. **Design and Control**. Owners acknowledge and agree that the success of the Project shall require a harmonious conceptual site plan for the entire Project with complementary uses, design and architecture among the Parcels. In furtherance of the foregoing, before commencing the initial construction, the parties shall comply with the architectural design and control set forth on **Exhibit "I-1"**. This provision will no longer be applicable to the SL Parcel once the Senior Living Campus is constructed or to the Residential Parcel once the Units are constructed.

B. **Restrictions**. The architectural restrictions set forth on **Exhibit "I-2"** shall apply to the Project. To the extent that an Owner obtains the approval of KSK Architects Planners Historians, Inc., or its successor as historical architect, of the plans and specifications for a project on a Parcel, the Architectural Restrictions shall be deemed satisfied with respect to such project so long as it is constructed in accordance with such plans and specifications in all material respects.

VI. HISTORIC RESOURCES COVENANTS AND RESTRICTIONS

A. **Historic Resources Restrictions**. Located on the Residential Parcel, Castle Parcel, GH Parcel 1 and GH Parcel 2 are certain items and structures which the Township has determined to be of historical significance. The Owners have agreed to operate the Overall Property in accordance with the following covenants and restrictions and in accordance with the Primary Declaration.

B. **Obligations Related to GH Parcel 1, GH Parcel 2 and Castle Parcel**. The following obligations shall be the sole legal and financial responsibility of LRA:

1. Certain restrictions and requirements related to the Gatehouse at Lindenwold Terrace, located on GH Parcel 2, will be described in a separate easement between LRA and the Alliance (together with the separate gatehouse easement for GH Parcel 1, the "**Gatehouse Easement**"). No other party to this Declaration shall bear any legal or financial responsibility related to the Gatehouse at Lindenwold Terrace and/or GH Parcel 2.

2. Certain restrictions and requirements related to the Gatehouse at Bethlehem Pike, located on GH Parcel 1, will be described in the Gatehouse Easement for GH Parcel 1. No other party to this Declaration shall bear any legal or financial responsibility related to the Gatehouse at Bethlehem Pike and/or GH Parcel 1.

3. Certain obligations related to the Castle Parcel are set forth in the Primary Declaration. No party will obstruct the axial view to the Castle Parcel from Bethlehem Pike. If any Owner(s) wishes to alter this axial view, such alteration will be reviewed by and be subject to the approval of the Township (which may delegate such approval rights to the Alliance).

4. In order to secure LRA's responsibility to maintain the Castle in accordance with the Primary Declaration, LRA has posted with the Alliance, a cash escrow in the amount of [Five Hundred Thousand Dollars ($500,000.00)] ("**Escrow**"). The Escrow shall be placed in an interest bearing account and all interest earned shall be included in the Escrow. In the event that LRA, its successor or assigns, defaults under Section VII.A of this Declaration, then, in addition to the rights and remedies provided therein, the Alliance, its successors and assigns, shall have the right to draw upon the Escrow for the purpose of maintaining the Castle in accordance with the Primary Declaration.

C. **Pro Rata Share Obligations**. The following obligations shall be the physical responsibility of DVD, however the costs associated therewith shall be shared by SB in accordance with each parties' Pro Rata Share:

1. Remove the Sunken Garden and construct as shown on the Land Development Plans;

2. Construct the improvements set forth on that certain Dam Safety and Waterway Management Plan/Permit attached hereto and made a part hereof as **Exhibit "J"**; and

3. Comply with the obligations set forth in the Primary Declaration, other than any obligation related to the Castle Parcel, GH Parcel 1 and GH Parcel 2.

The affirmative obligations set forth in this Section IV.C shall be satisfied to the reasonable satisfaction of the Alliance prior to the issuance of any certificates of occupancy for the SL Parcel or the Residential Parcel.

D. **Voluntary Transfer**. The Alliance and any succeeding assignee of the Alliance's interest herein shall have the right to assign either wholly or partially its right, title and interest hereunder to any public agency having and performing governmental functions or to any publicly supported charitable organization described in Section 170(h)(3) and Section 2522(a) of the Internal Revenue Code.

E. **Involuntary Transfer**. In the event the Alliance shall cease to be an organization described in both Section 170(h)(3) and Section 2522(a) of the Internal Revenue Code, then its rights and duties hereunder shall be awarded under the doctrine of *cy pres* by a Court of competent jurisdiction; provided however that at the time of such acceptance, such entity shall be either an organization described in Section 170(h)(3) and Section 2522(a) of the Internal Revenue Code or a public agency performing governmental functions.

VII. REMEDIES

A. **Historic Preservation Defaults**.

1. Right of Specific Enforcement or Injunction. If the covenants set forth in Section VI. A, B or C above are violated, each Owner of a Parcel and/or Alliance or the Township (each, a "**Governing Authority**") shall be entitled to obtain an order from a court of competent jurisdiction specifically enforcing such covenants or an injunction prohibiting any such breach of such covenants in accordance with this Section VII.A.

2. Notice; Cure Period. The Governing Authority shall notify the Owner accused of the violation ("**Applicable Owner**") of the violation and the corrective action required to be performed by Applicable Owner, at Applicable Owner's sole cost and expense, to cure the violation and/or to restore the portion of the Property harmed or altered as a result of the violation. Applicable Owner shall have (30) days from notice to begin the cure. The cure period shall be sixty (60) days from the date of said notice, subject to extension for such reasonable period of time as may be necessary to cure, if Applicable Owner has commenced to cure within the initial 60-day period and continue thereafter to use best efforts and due diligence to effect a cure. No notice or cure period is required if, in the opinion of Alliance, circumstances require immediate action to prevent or mitigate significant damage to any feature of the Property, the preservation or conservation of which is identified herein. By way of example, for any violation of Section VI.C, DVD or the Association created for the Residential Project shall be the Applicable Owner to be notified by the Governing Authority. Notwithstanding the foregoing, SB shall be responsible for its Pro Rata Share of the costs for such cure.

3. Remedies. Upon the expiration of such cure period (if any) as is provided in the preceding subsection, the Governing Authority or Non-profit Land Conservation or Historic Preservation Organization so designated in writing by the Alliance may do any one or more of the following:

(a) Seek injunctive or other relief to specifically enforce the terms and conditions of this Declaration and/or the Primary Declaration; to restrain present or future acts in violation of this Declaration and/or the Primary Declaration against Applicable Owner; and to compel the performance by the Applicable Owner of such acts as may be required to protect, preserve and restore the Property in conformity with this Declaration and the Primary Declaration; and

(b) Recover all reasonable and actual costs and expenses incurred by the Governing Authority against Applicable Owner in connection with any corrective action undertaken by said Governing Authority including reasonable attorneys' fees, court costs and the fees of consultants and other professionals engaged by said Governing Authority in connection with the violation.

(c) Additionally, the Alliance, its successors and assigns shall be permitted to draw down upon the Escrow to maintain the Castle in accordance with the Primary Declaration.

4. Cumulative Remedies. The Governing Authority's remedies described in this Section VII.A shall be cumulative and concurrent and shall be in addition to all remedies now or hereafter existing at law or in equity. The Township shall have the right, but not the obligation, to exercise any of the remedies provided for herein.

B. **Other Defaults; Homeowner's Association as Successor to DVD**.

1. Cure Rights of Owners not Related to Historic Preservation. If any Owner 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 (i) fifteen (15) days for monetary obligations or (ii) 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 any 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 and completed within ninety (90) days from the date of written notice), or (iii) in the case of an emergency or hazardous condition, such Owner fails to proceed immediately to cure the same after service of such notice as is reasonable under the circumstances, then in any of such events, in addition to any other remedies which any Owner or the Township may have at law or in equity as otherwise provided in this Declaration, any non-defaulting Owner or the Township, may, but shall not be obligated to, enter upon the Parcel of such defaulting Owner, if necessary, to cure or prosecute the curing of such default at the reasonable expense of the defaulting Owner, and the actual and reasonable out-of-pocket expense of such cure and prosecution shall be paid by such defaulting Owner to the Township or such non-defaulting Owner, as applicable, within ten (10) days after written demand thereof. Township shall be entitled to offset the actual, out of pocket expenses of such cure and prosecution if the payment of any sums payable hereunder is due by Township to the defaulting Owner. Any notice sent pursuant to this Section shall be sent to the defaulting Owner and to any mortgagee of the defaulting Owner which has previously requested to the other Owners and/or the Township (as applicable), in writing, that any such notices also be delivered to such mortgagee. Any sums not paid within said time period shall bear interest computed from the date the defaulting Owner receives notice of such expenditure to the date of payment at a rate equal to the lesser of (i) twelve percent (12%) per annum or (ii) the maximum rate permitted by law. If any Parcel has been further subdivided or submitted to the provisions of the Pennsylvania Uniform Planned Community Act or the Pennsylvania Uniform Condominium Act, the claim shall be secured by a municipal lien on each Parcel and/or Unit, as applicable, proportionate to each Owner's Pro Rata Share percentage ownership interest.

2. Homeowners Association. Notwithstanding anything contained in this Declaration to the contrary, DVD shall have the right (in such event, an **"Association**

Owner") to create an Association applicable to only the Residential Parcel and each other Owner shall not be required to join said Association. In such event, the Association for the Residential Parcel shall become liable to the other Owners and Governmental Authorities for the satisfaction of the obligations and liabilities hereunder of DVD and the other Owners and Governmental Authorities shall have no right to claim a default hereunder against DVD (or its successors in interest), exercise any remedy against DVD (or its successors in interest) or cause any lien to attach to any portion of the Residential Parcel (or its successors in interest), except to the extent arising out of the negligence, fraud, or willful misconduct of DVD (or the applicable successor in interest).

C. **Injunctive and Other Remedies**. Except as otherwise expressly provided in this Declaration, in the event of a breach by an Owner of any obligation of this Declaration, the other Owners shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. Any out-of-pocket costs and expenses of any such proceeding, including without limitation, reasonable attorneys' fees and costs, shall be paid by the defaulting Owner.

D. **Nonwaiver.** No delay or omission of an Owner in the exercise of any right accruing upon any default of the other Owner(s) shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by an Owner of a breach of, or a default in, any of the terms and conditions of this Declaration by the other Owner(s) shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration, (i) no remedy provided in this Declaration shall be exclusive but each shall be cumulative with all other remedies provided in this Declaration and (ii) all remedies at law or in equity shall be available.

E. **Non-Terminable Declaration**. No breach of the provisions of this Declaration shall entitle an Owner or party to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Declaration.

VIII. EFFECT OF INSTRUMENT

A. **Mortgage Subordination**. Any mortgage or deed of trust affecting any portion of the Project 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.

B. **Running with the Land**. The rights, easements, covenants and restrictions herein established for the benefit of a Parcel (and any portion thereof) shall run with, and be appurtenant to, title to the Parcels (and any portion thereof) and, except as otherwise specifically set forth herein, shall be a burden upon each Parcel (and any portion thereof), shall run with the title to each Parcel (and any portion thereof), and shall bind and inure to the benefit of the Owners and the Owners' successors-in-title to each Parcel (and any portion thereof). In the event that any easement within a Parcel is dedicated and conveyed to any governmental entity or public utility company following any such dedication and conveyance, and except for continuing maintenance obligations following such dedication and except as otherwise agreed between the parties at such time, the former Owner of such easement shall be relieved of all obligations hereunder for such easement.

C. **Successors and Assigns; Binding Effect**. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, in this Declaration is made not only for the benefit of the named Owners hereunder but shall constitute an equitable servitude on the portion of the Project owned by such party appurtenant to and for the benefit of the other portions of the Project. Any transferee of any part of the Project shall automatically be deemed, by acceptance of the title to any portion of Project, to have assumed all obligations of this Declaration relating thereto to the

extent of its interest in its Parcel and it is expressly agreed that no formal assignment of this document need be signed nor is the consent of any Owner required to give effect to this document as to the assumed portion of the Project. To the extent that any obligation of the Owners to construct the Stormwater Facilities, Utilities and other Improvements is not expressly assigned in this Declaration, it is understood that the various maintenance obligations of the Owners shall become the responsibility of the Owner of each Parcel (or its Association, as applicable) upon acquisition of such Parcel and, if applicable, turnover of control of such Parcel to any Association. Each of the obligations of an Owner shall be binding on such Owner and its respective successors and assigns but in no event shall the obligations of the Owners hereunder be joint and several.

D. **Non-Dedication**. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Project to the general public or for any public use or purpose whatsoever, it being the intention of the Owners and their successors and assigns that nothing in this Declaration, expressed or implied, shall confer upon any person, other than the Owners and their successors and assigns, any rights or remedies under or by reason of this Declaration. LRA shall provide reasonable provision for public access for visitation to the Castle Parcel (and the Improvements thereon) at reasonable times, for a reasonable duration and with reasonable advance notice.

E. **Estoppel Certificate**. Each Owner (or its Association, as the case may be) agrees that upon thirty (30) days' prior written request (which shall not be more frequent than three (3) times during any calendar year) of any other Owner (or its Association, as the case may be), it will issue to such person, or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge that as of such date:

1. whether it knows of any default under this Declaration by the requesting person, and if there are known defaults, specifying the nature thereof,

2. whether this Declaration has been assigned, modified or amended in any way by it and if so, then stating the nature thereof, and whether this Declaration is in full force and effect.

Such statement shall act as a waiver of any claim by the person furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. The issuance of an estoppel certificate shall in no event subject the person furnishing it to any liability for the negligent or inadvertent failure of such person to disclose correct and/or relevant information (but it shall estop such person from making assertions contrary to those set forth in the certificate for the period covered by the certificate), nor shall such issuance be construed to waive any rights of the issuer to either request an audit of the Common Area Maintenance Shared Costs for any year it is entitled to do so, or challenge acts committed by other Owners (or its Association, as the case may be) for which approval by the Owners (or the Association, as the case may be) was required but not sought or obtained.

F. **Modification**. This Declaration shall be recorded in the Recorder of Deeds Office in and for Montgomery County, Commonwealth of Pennsylvania, and may not be amended, modified, or terminated at any time unless by a declaration or amendment in writing, executed and acknowledged by all the Owners (or the applicable Association of any Parcel in the event such Association is in effect and, in such event, not each individual Owner of the applicable Parcel), their successors or assigns and, solely with respect to Article IV and Section VII.A of this Declaration, with the approval of the Township, provided, however, that so long as any mortgage shall encumber any Parcel, the cancellation or attempted cancellation of this Declaration shall not be effective unless the instrument of cancellation is also executed by each party holding any such mortgage encumbering the Parcel.

G. **Notices**. 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 (i) personally, or (ii) by overnight courier prepaid by the sender, or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses shown below or at such other address 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. Such addresses shall be as follows:

If to Township: Upper Dublin Township
_____
_____
_____
Attention: _____

With a Copy to:
_____
_____
_____
Attention: _____

If to LRA: Lindenwold Residential Associates, LLC
Attn: Leonard S. Poncia
861 Village Lane
Bensalem, PA 19020
Email: lponcia@aquinasrealty.com

With copy to:
Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, Pennsylvania 19103
Attention: Wendi L. Kotzen, Esquire
Email: kotzenw@ballardspahr.com

And with copy to:
Endeavor Property Group, LLC
1015 Cedar Road
P.O. Box 3395
The Lake House
Ambler, Pennsylvania 19002
Attention: Peter Monaghan
Email: peter@endeavor-property.com

If to DVD: c/o The Goldenberg Group, Inc.
630 Sentry Parkway, Suite 300
Blue Bell, Pennsylvania 19422
Attention: Kenneth Goldenberg
Email: rfluehr@goldenberggroup.com

With copy to:
c/o The Goldenberg Group, Inc.
630 Sentry Parkway, Suite 300
Blue Bell, Pennsylvania 19422
Attention: Robert Freedman, Esquire
Email: rfreedman@goldenberggroup.com

With copy to:
Kaplin | Stewart
Union Meeting Corporate Center
910 Harvest Drive
P.O. Box 3037
Blue Bell, Pennsylvania 19422-0765
Attention: Simi Kaplin Baer, Esq.
Email: skbaer@kaplaw.com

If to SB:

SBLP Upper Dublin, LLC
c/o South Bay Partners, Inc.
4514 Cole Avenue, Suite 1500
Dallas, TX 75205
Attention: Joel Sherman
Email: jsherman@southbayltd.com

With a Copy to:
Arent Fox LLP
1717 K Street, NW
Washington, DC 20006-5344
Attention: Kenneth S. Jacob, Esq.
Email: kenneth.jacob@arentfox.com

IX. MISCELLANEOUS

A. This Declaration and the easements, rights, obligations and liabilities created hereby shall be for the longer of ninety-nine (99) years or perpetual to the extent permitted by law.

B. If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Declaration and

each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

C. This Declaration shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws provisions.

D. The Article and Section headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

E. Nothing in this Declaration shall be construed to make the Owners partners or joint venturers, or render an Owner liable for the debts or obligations of the other Owners.

F. This Declaration may be executed in multiple counterparts, each of which shall be regarded as an original, and all of which together shall constitute one and the same instrument.

G. To the extent that there is any conflict between the terms of this Declaration and the Primary Declaration related to monetary or non-monetary obligations among the Owners and/or between the Owners and the Alliance pursuant to the Primary Declaration, this Declaration shall control.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed and sealed as of the day and year first above written.

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC,
a Pennsylvania limited liability company

By: _____
Name: Leonard S. Poncia
Title: Manager

DUBLIN VILLA DEVELOPMENT, LLC,
a Pennsylvania limited liability company

By: _____
Name:
Title:

SBLP UPPER DUBLIN, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF :

On the _____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Leonard S. Poncia, who acknowledged himself to be the Manager of **LINDENWOLD RESIDENTIAL ASSOCIATES, LLC**, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

_____

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF :

On the _____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____, of **DUBLIN VILLA DEVELOPMENT, LLC**, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

_____

Notary Public

My Commission Expires:

STATE OF TEXAS :

SS.

COUNTY OF DALLAS :

On the _____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ of **SBLP UPPER DUBLIN, LLC**, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

_____

Notary Public

My Commission Expires:

List of Exhibits

Exhibit "A"	Legal Description of Overall Property
Exhibit "B"	Plan
Exhibit "C-1"	Castle Parcel Deed of Preservation Easement
Exhibit "C-2"	Residential Parcel Deed of Preservation Easement
Exhibit "D"	Conditional Use Decision
Exhibit "E"	Entrance Road Easement Area
Exhibit "F"	Improvement Work
Exhibit "G"	DVD's Maintenance Protocols
Exhibit "H"	Use Restrictions
Exhibit "I-1"	Architectural Design and Control
Exhibit "I-2"	Architectural Restrictions
Exhibit "J"	Dam Safety and Waterway Management Plan/Permit
Exhibit "K"	Gatehouse Addition

Exhibit "A"

Legal Description of Overall Property

Exhibit "B"

Plan

Exhibit "C-1"

Castle Deed of Preservation Easement

Exhibit "C-2"

Residential Parcel Deed of Preservation Easement

Exhibit "D"

Conditional Use Decision

Exhibit "E"

Entrance Road Easement Area

Exhibit "F"

Improvement Work

Exhibit "G"

DVD's Maintenance Protocols

1. DVD shall reasonably determine how maintenance of the Common Maintenance Area will be accomplished, when and how frequently such maintenance shall be conducted and the extent to which such maintenance shall be conducted so long as the Common Maintenance Area is maintained in the same condition as existed at completion of the Improvements. All contracts entered into by DVD to perform its maintenance responsibilities hereunder shall be entered into on arm's length, market terms. Any changes to the standard of care in which the Common Maintenance Area is maintained shall require the approval of SB.

2. Each year on or before December 1, DVD shall estimate the annual budget of Common Area Maintenance Shared Costs that will be required during the ensuing calendar year for the rendering of all services by DVD as provided herein, and shall notify SB on or before December 1 in writing as to the amount of such estimate with a reasonable itemization thereof. The Common Area Maintenance Shared Costs may include a charge for administrative costs associated with the maintenance of the Common Maintenance Area. Any such administrative costs shall be set forth in the annual budget and be allocated between the Residential Parcel and the SL Parcel on a fair and consistent basis. Such Common Area Maintenance Shared Costs shall be assessed to SB according to its Pro Rata Share.

3. As of the first day of January, following receipt of the budget and the first day of each and every month of such year thereafter, SB shall pay as DVD may direct, 1/12th of the assessment made pursuant to this Section. After the end of each calendar year with respect to which DVD delivered a budget to SB, DVD shall supply to SB an itemized accounting of DVD's expenses for the preceding year, whether paid or accrued, together with a tabulation of the amounts collected, and showing the net income or deficit plus reserves. Any amount accumulated

in excess of the amount required for actual expenses and reserves as provided herein shall be credited according to SB's Pro Rata Share against the next monthly or annual installments due from SB under the current year's annual budget until such excess is exhausted. Any net shortage shall be added according to SB's Pro Rata Share to SB's installments due in the three months succeeding the rendering of the accounting, allocated between those installments as DVD shall determine.

4. DVD shall keep full and correct books of account on a consistent basis of accounting. Upon request of SB or its mortgagee, such books of account may be inspected by such requesting entity or its representatives, duly authorized in writing, at such office and at such reasonable time or times during DVD's normal business hours. DVD shall retain its records relating to the Common Area Maintenance Shared Costs at its principal office (or if such principal office is not located in reasonable proximity to the Overall Property then at another location that is in reasonable proximity to the Overall Property) for at least 24 months after the year for which such costs were paid, or if DVD designates a managing agent to undertake the Common Area Maintenance Shared Costs, then at such managing agent's office (or if such principal office is not located in reasonable proximity to the Overall Property then at another location that is in reasonable proximity to the Overall Property), and upon reasonable prior notice to such DVD SB shall have the right to inspect all of DVD's records relating to such costs. Appropriate adjustments shall be made for errors in computation of such costs revealed by an audit or inspection of the records.

5. In the event of an emergency or failure of DVD to maintain the areas for which it is responsible pursuant to Section III (or this **Exhibit "G"**), any Owner, after reasonable notice to DVD and/or the other Owner, as the case may be, shall have the right to perform any required

maintenance, provided that the Owner performing such work shall, within sixty (60) days after performing such work, provide reasonable supporting documentation for its costs incurred, which shall be commercially reasonable, and shall invoice each other Owner for their allocable share (which shall be its Pro Rata Share in the case of Common Area Maintenance Shared Costs) of the cost thereof. The other Owners shall pay their allocable share (which shall be its Pro Rata Share in the case of Common Area Maintenance Shared Costs) of such invoices within thirty (30) days after receipt. The Owner performing required maintenance (or their designee) shall furnish any other Owner who requests same, a statement in reasonable detail showing the cost of the maintenance performed by such Owner broken down and in reasonable detail, the manner of computation of the requesting Owner's share (and each Owner's share, if required) for such payment and the payments made by the requesting Owner and the other Owners.

6. Subject to the provisions of Section II.A, DVD and each Owner performing any construction, maintenance or other work hereunder shall have the sole responsibility for obtaining all permits and approvals for providing any financial security or assurances which may be required from any governmental or quasi-governmental authorities in connection therewith and for the dedication of any such improvements.

7. DVD and each Owner shall perform all work (including construction, installation and maintenance) in a good and workmanlike manner, and, if applicable, the approvals and all applicable legal requirements. Any damage caused to the Common Maintenance Area or the Parcel of any other Owner in the course of such work shall be promptly repaired and such lands and improvements restored to their condition immediately prior to such damage, at the sole cost and expense of the Owner performing such work. All work shall be undertaken and completed in a prompt manner and with all due diligence. No such work shall be conducted in a manner that

unreasonably interrupts access to, or stormwater drainage, sanitary sewer flow, potable water or utilities from, any other Parcel or otherwise causes a material adverse impact to any other Owner or its Parcel or the lawful use thereof. If work is conducted in a manner that unreasonably interrupts access to, or stormwater drainage, sanitary sewer flow, potable water or utilities from, any other Parcel or otherwise causes a material adverse impact to any other Owner or its Parcel or the lawful use thereof, the Owner causing such issues shall be responsible for one hundred percent (100%) of the costs in connection therewith.

Notwithstanding any language to the contrary herein, no Owner shall have a right of action against any individual owner of property located within the Residential Parcel. DVD, or, after the Association is created, the Association, shall be solely responsible for the maintenance protocols set forth on this **Exhibit "G"** with respect to the Residential Parcel.

Exhibit "H"

Use Restrictions

Castle Parcel. The Castle Parcel shall be used only for any use permitted by the applicable zoning regulations as of March 1, 2018.

SL Parcel. The SL Parcel shall only be operated as a senior, independent living and/or assisted living, and/or memory care facility that is operated by an experienced, first-class, reputable independent living and/or assisted living and/or memory care operator, and/or the rental of active adult apartments; provided, however: (a) beginning three (3) years after the date of this Declaration, the SL Parcel may be used for any use permitted under applicable zoning regulations as of March 1, 2018 (except as set forth in the following subsection (b)), and (b) in no event shall the SL Parcel be used for subsidized or low income apartments unless required by the applicable governmental authorities as a condition to obtaining the approvals for another residential use thereof.

Residential Parcel. The Residential Parcel shall only be used for residential purposes and related and ancillary uses thereto, but shall not be used for subsidized or low-income apartments unless required by the applicable governmental authorities as a condition to obtaining the approvals for the foregoing use thereof. In addition, DVD may not rent any housing unit constructed on the Residential Parcel for a period of six (6) months after such unit is initially constructed or use any housing unit for any use other than residential purposes, model home and sales purposes, and related and ancillary uses thereto; provided, however: (a) after the expiration of such six (6) month period, DVD shall be permitted to rent no more than six (6) housing units at any one time but no specific housing unit may be rented for a period in excess of twenty-four (24) months in total; and (b) that the foregoing restrictions shall not apply in any manner to a future unrelated (to

DVD) third-party owner/purchaser of any such unit and, in furtherance of the foregoing, in no event shall there be any restriction on such future unrelated third-party owner from renting their home for residential purposes (and related and ancillary uses thereto) after they have acquired the same.

GH Parcel 1 and GH Parcel 2. GH Parcel 1 and GH Parcel 2 shall be used only for residential purposes.

Exhibit "I-1"

Architectural Design and Control

SL Parcel. SB shall disclose to DVD and LRA the exterior plans, designs and potential uses for the Improvements to be constructed on the SL Parcel including any changes thereto (the **"Senior Plans"**), and shall review any feedback or comments offered by DVD or LRA with respect to the same; provided, however, except as set forth in the remainder of this Section, SB shall have the right to determine the final design, content and elements of the Senior Plans in SB's sole and absolute discretion, but subject to the requirements of the Township and relevant governmental authorities (but also subject to the Township's and such authorities' prerogative to deviate therefrom or to amend the same) and subject to the terms and conditions of this Declaration. Notwithstanding the foregoing, any and all portions of the Senior Plans and the SL Parcel that materially and negatively impact the views and visibility of, access to or from, the Stormwater Facilities for, and/or the operation or maintenance related to the Residential Parcel, shall be subject to the prior written approval of DVD, which approval shall not be unreasonably withheld, conditioned or delayed (provided, however, that to the extent such portions of the Senior Plans and the SL Parcel are in accordance with the plans set forth on **Exhibit "B"** or the then existing restrictions in the overlay district in which the SL Parcel is located, such approval shall be deemed granted).

Castle Parcel, GH Parcel 1 and GH Parcel 2. LRA shall disclose to DVD and SB the exterior plans, designs and potential uses for the Improvements to the Castle Parcel, GH Parcel 1 and GH Parcel 2, including any changes thereto (the **"Existing House and Castle Plans"**) and shall review any feedback or comments offered by DVD and SB with respect to the same; provided,

however, except as set forth in the remainder of this Section, LRA shall have the right to determine the final plans of the Improvements to be constructed on the Castle Parcel, GH Parcel 1 and GH Parcel 2 in LRA's sole and absolute discretion but subject to the requirements of the Township and relevant governmental authorities (but also subject to the Township's and such authorities' prerogative to deviate therefrom or to amend the same) and subject to the terms and conditions of this Declaration. Notwithstanding the foregoing, any and all portions of the Existing House and Castle Plans that materially and negatively impact the views and visibility of, access to or from, the Stormwater Facilities and/or the operation or maintenance of the Residential Parcel or the SL Parcel shall be subject to the prior written approval of the Owner of such Parcel (as applicable), which approval shall not be unreasonably withheld, conditioned or delayed (provided, however, that to the extent such portions of the Existing House and the Castle Plans are in accordance with the plans set forth on **Exhibit "B"**, or the then existing zoning, uses, and restrictions in the overlay district in which the applicable Parcel is located, such approval shall be deemed granted). Notwithstanding the foregoing, DVD and SB hereby agrees that the Improvements on the Castle Parcel, GH Parcel 1 and GH Parcel 2 and the exterior architectural elements thereof and appurtenances thereto (such as, but not limited to, walls and other decorative features) may remain in their existing locations or may be relocated to a location acceptable to SB, LRA and DVD in their reasonable discretion. In addition, LRA shall have the right to construct an addition (i.e., additional square footage being added) to each of the existing houses located on GH Parcel 1 and GH Parcel 2 with such addition possibly containing a master bathroom, master bedroom, new kitchen, a garage, and a terrace and/or deck (collectively, a **"Gatehouse Addition"**), so long as LRA first obtains the prior written approval of DVD and SB, such approval not to be unreasonably withheld, conditioned or delayed (provided, however, that

to the extent a Gatehouse Addition is generally in accordance with size and configuration shown on the plans set forth on **Exhibit "K"**, or the then existing restrictions in the overlay district in which the applicable Parcel is located, such approval shall be deemed granted). In furtherance of the foregoing and so long as LRA complies with the foregoing sentence, neither DVD nor SB shall oppose LRA filing for zoning or building permit approval for and/or proposing the same to the Township or other applicable authorities provided that any such Gatehouse Addition conforms with then applicable zoning and other applicable ordinances; and provided further, if such Gatehouse Addition requires a variance or waiver from any such zoning or other applicable ordinances, then DVD or SB may withhold their respective consent to such Gatehouse Addition if the plans for the same are inconsistent (in terms of size and location of structures) with what is depicted on **Exhibit "K"** hereto and the same materially and adversely impacts DVD's development plans for the Residential Parcel or SB's development plans for the SL Parcel.

Residential Parcel. DVD shall disclose to SB and LRA the exterior plans and designs for the Improvements to be initially constructed on the Residential Parcel (the **"Residential Plans"**), and shall review any feedback or comments offered by SB or LRA with respect to the same; provided, however, DVD shall have the right to determine the final design, content and elements of the Residential Plans in DVD's sole and absolute discretion, but subject to the requirements of the Township and relevant governmental authorities (but also subject to the Township's and such authorities' prerogative to deviate therefrom or to amend the same) and subject to the terms and conditions of this Declaration. Notwithstanding the foregoing, any and all portions of the Residential Plans and the Residential Parcel that materially and negatively impact the views and visibility of, access to or from, the Stormwater Facilities for, and/or the operation or maintenance of the SL Parcel or any other Parcels (other than the Residential Parcel) shall be subject to the

prior written approval of the Owner of such Parcel (as applicable), which approval shall not be unreasonably withheld, conditioned or delayed (provided, however, that to the extent such portions of the Residential Plans and the Residential Parcel are in accordance with the plans set forth on **Exhibit "B"** or the then existing restrictions in the overlay district in which the Residential Parcel is located, such approval shall be deemed granted). Notwithstanding the foregoing, this Section shall not apply in any manner to a future unrelated (to DVD) third-party owner/purchaser of any Unit located on the Residential Parcel and, in furtherance of the foregoing, in no event shall there be any restriction on any alteration to any Improvement constructed by DVD by such future unrelated third-party owner after they have acquired the same.

Exhibit "I-2"

Architectural Restrictions

See attached.

Architectural Design, Development and Building Standards and Guidelines for the Rehabilitation and Preservation of Historic Buildings, Structures, and Features – St. Mary's Villa Property

1. General

These Architectural Design Standards and Guidelines are provided to assure that new development on the St. Mary's Villa property respects the character of the key historic structures and features of the site, including the following:

- New development shall respect the historic role of the "Castle" as the commanding feature of the site. New buildings shall be designed to minimize their apparent height, through setbacks, changes in materials, etc. No part of any new structure shall exceed in height the elevation of the bottom of the crenellations of the ramparts of the main 3-story sections of the "Castle." Buildings will decrease in height with distance from the "Castle."

- New development shall respect the historic view shed of the "Castle", from Bethlehem Pike at Mattison Avenue (See Figure 1). Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of the historic features.

- New development shall respect the historic context and view shed from the Lindenwold Terrace Gateway, including the Gatehouse, entry way, stone walls, driveway between the sunken garden and Loch Linden, and associated statuary and "gazebo." (See Figure 1) Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of the historic features.

- New development shall respect the historic landscape view shed looking southeast from the original main entrance at the corner of Lindenwold Terrace at Bethlehem Pike (See Figure 1). Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of historic features.

- New development shall respect the historic landscape view shed at the historic southwest gatehouse and entry at Church Street (See Figure 1). Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of historic features.

- The materials and colors of new buildings shall respond to and compliment the materials and colors of the historic structures and features.

- New development will respect the setting of the original stone walls and associated landscaping along Bethlehem Pike and Lindenwold Terrace. Any fencing shall be setback at a minimum of 10' from the walls, be no more than 48" in height, and shall be screened by landscaping. Yard fencing may be painted metal picket fencing or wood. Privacy fencing higher than 48" shall be setback a minimum of 20' from the stone walls. Notwithstanding anything to the contrary, all fencing and landscaping shall comply with the requirements of all Township Codes and regulations, including Chapter 255 Zoning and Chapter 272 Subdivision and Land Development.

2. Compliance

   Schematic Design drawings shall be submitted in conjunction with the Conditional Use application demonstrating how the buildings proposed will comply with these architectural design standards. The application shall include exterior materials samples, and the following:

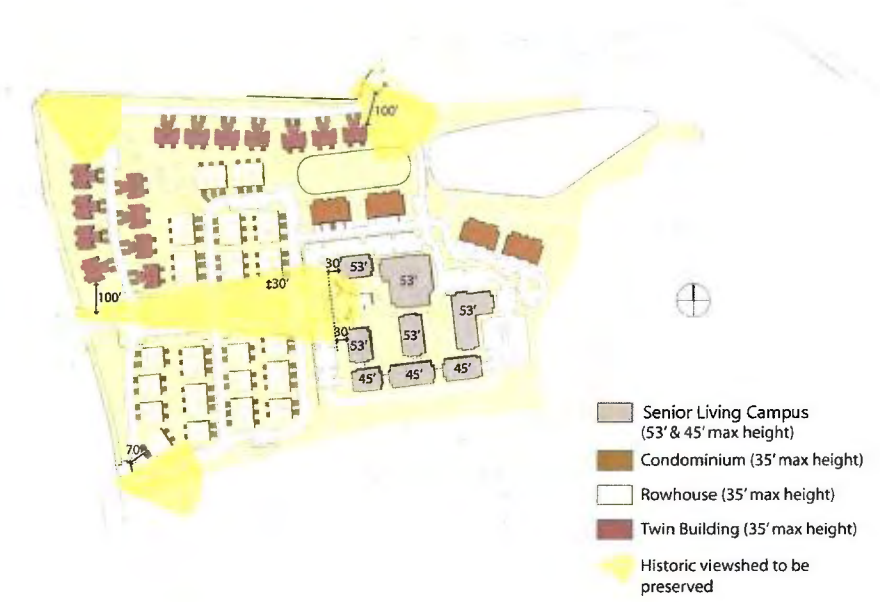
   - Schematic Building elevations drawn to scale showing relationship to historic structures, and materials and colors
   - Schematic 3-dimensional digital model showing relationship of new buildings to historic structures, materials and colors
   - Schematic Site Plan drawn to scale
   - Schematic Colored rendering
   - Schematic Colored landscape plan

   Township review and approval of the above building elevations and materials in conjunction with review and approval by a professional architect selected by the Township will be required for Conditional Use approval.

3. Building Height and Massing

No new building, including the peak of any pitched roof, shall exceed in height the height of the bottom of the crenellations of the ramparts of the "castle". Building heights shall not exceed the limits as indicated on Figure 1 site plan.

Figure 1: Annotated Site Plan with Building Heights, Setbacks, and Historic Viewsheds



a) Senior Living Campus

i. The height of new buildings, including the peaks of any pitched roofs, adjacent to the "Castle", as viewed from the Mattison Avenue View Shed, shall not exceed the height of the bottom of the crenellations of the ramparts of main roof of the "Castle", assumed to be 53' above the grade plane at the "Castle", but subject to field verification. Such buildings may not exceed 4 stories, plus parking within a semi-basement. Roof-mounted condenser units located in the middle section of the roof may extend above the maximum height, as long as such equipment is not visible from a point 5' above grade at any point on the site. (Figures 2 & 3). Chimneys may extend above the maximum height, as long as the materials and design are architecturally consistent with the design of the building.

ii. No horizontally or vertically continuous exterior wall element of a building shall extend above 43', or be more than 3 stories in height. Any building volume and 4th floor above this line shall be setback from the main vertical plane of the building a minimum of 2'-0", or be located within a pitched roof or mansard type roof structure behind parapet walls. Features such as gables or dormers providing windows to the 4th floor may extend on the same wall plane as the wall below, above the stone band. (Figures 2 & 3)

iii. Buildings abutting the "Castle" shall not exceed 4 stories plus parking in a semi-basement, or shall not exceed the height of the bottom of the crenellations of the ramparts of main roof of the "Castle" (assumed to be 53' above the grade plane at the "Castle", but subject to field verification), including the peaks of any pitched roof. (Figure 2)

Figure 2: Senior Living Campus Building Heights Adjacent to the Castle

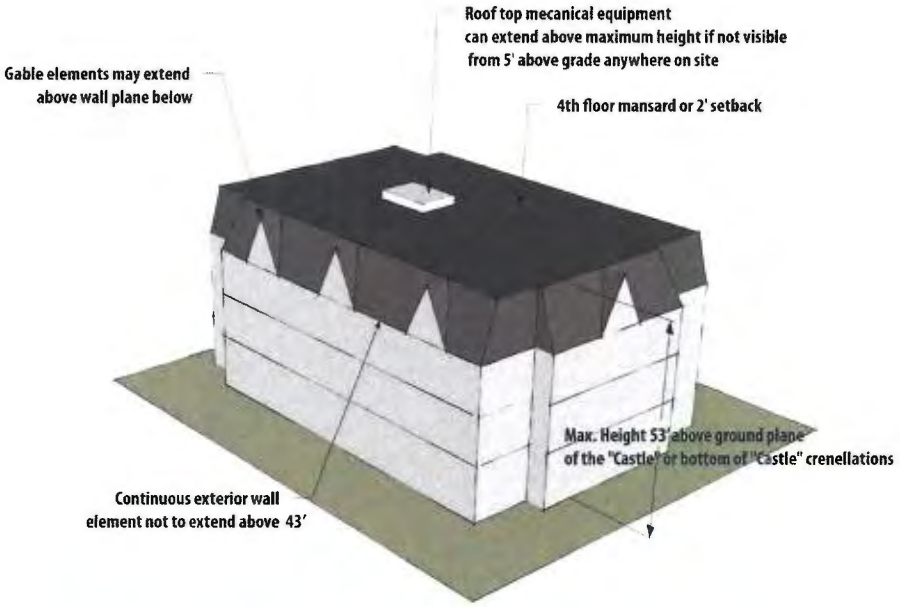
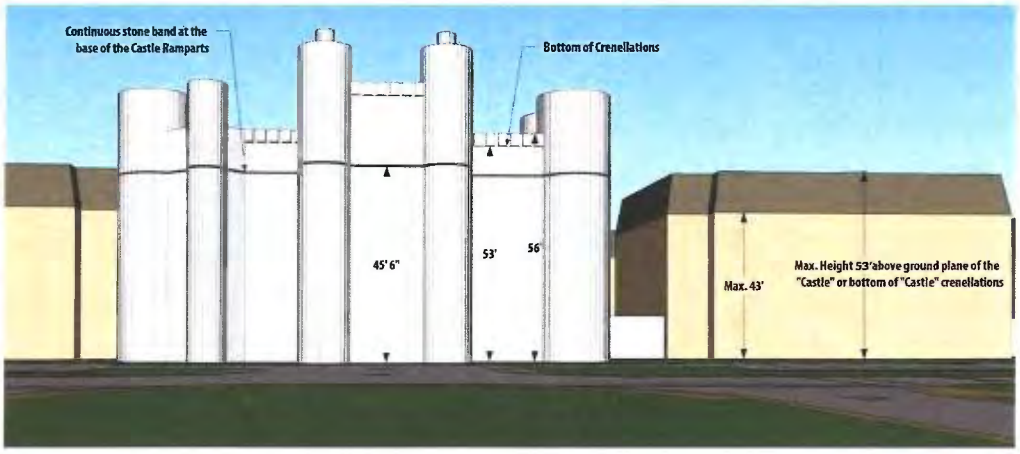
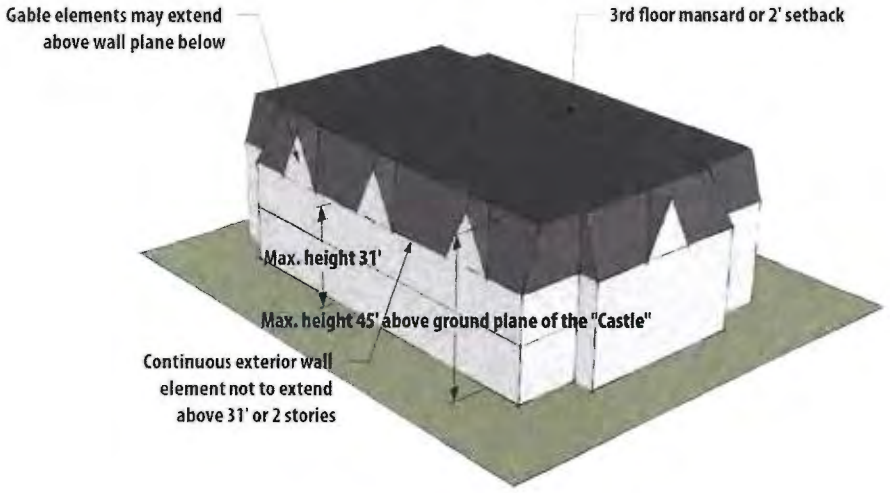


Figure 3: Senior Living Campus Building Heights Adjacent to the Castle



iv. Buildings facing the rear of Villa Drive shall not exceed 3 stories plus parking within a semi-basement, or 45 feet in height above the grade plane at the "Castle", including the peaks of any pitched roofs. No horizontally or vertically continuous exterior wall element of any building shall extend above a height of 31 feet above the average ground plane at the building, or be more than 2 stories in height. Any building volume and 3rd floor above this height shall be setback a minimum of 2'-0", or be located within a pitched roof or a mansard type roof structure behind parapet walls. Features such as windowed gables or dormers may extend on the same wall plane as the wall below, above the 31-foot height to provide windows to the third floor. (Figure 4)

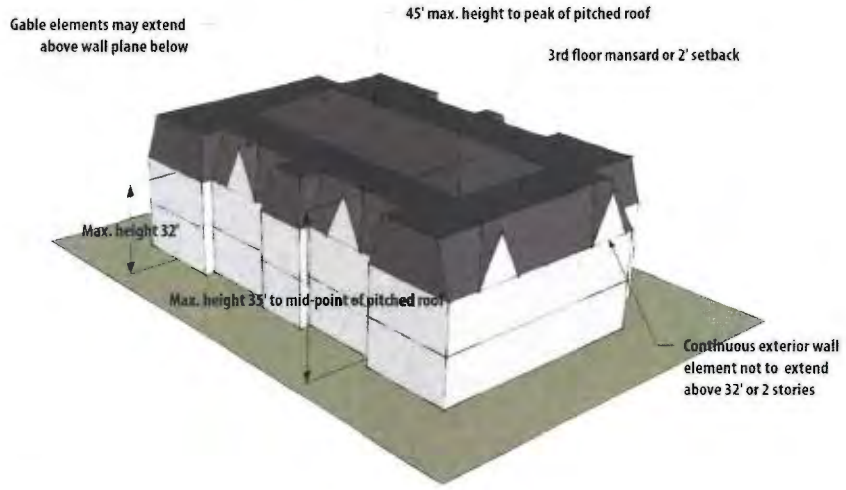
Figure 4: Senior Living Campus Building Heights Facing Villa Drive



b) Condominium Apartments

i. The condominium apartment buildings shall not exceed 3 stories in height plus semi-basement parking or 35 feet in height. Such maximum height shall be measured from the first floor elevation to the mid-point of any pitched roof. Height to the peak of any pitched roof shall not exceed 45'. No horizontally or vertically continuous wall element of any building shall extend above 2 stories or 32 feet in height. Any building volume and third floor above the height shall be setback a minimum of 2'-0" or be located within a pitched or mansard type roof structure behind parapet walls. Features such as gabled dormers associated with mansard type roofs behind parapet walls may extend on the same wall plane as the wall below, above the 32' height, to provide windows to the third floor. Chimneys may extend above the maximum height, as long as the materials and design are architecturally consistent with the design of the building. (Figure 5)

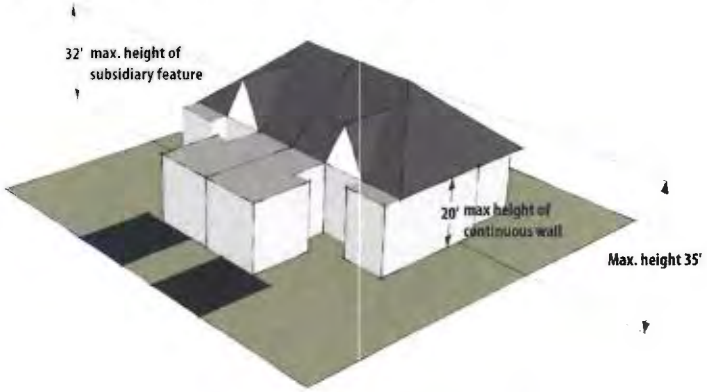
Figure 5: Condominium Building Heights



c) Twin Homes and Townhouses

The height of Twin Homes and Townhouse buildings shall not exceed 35 feet, and 2 stories. Such maximum height shall be measured from the first floor elevation to the peak of any pitched roof. No continuous wall element of any building shall extend above a height of 20 feet and the main eaves level of any pitch roof shall be no higher than 20 feet. Subsidiary features such as gables and gabled dormers may extend to a maximum height of 32 feet. Chimneys, turrets, and terraces may extend above the maximum height, as long as the materials and design are architecturally consistent with the design of the building. (Figure 6)

Figure 6: Twin and Townhouse Building Heights



4. Building Placement

Buildings shall conform to the following separation and setback requirements:

a) Twin and Townhomes

I. Building separation
   i. Side to Side, 20' minimum
   ii. Front to Front, 60' minimum
   iii. Back to back, 50' minimum
   iv. Side to front or rear, 35' minimum
   v. Separation from historic building or other feature including the "Castle", gatehouses, and gazebo, 70' minimum (100' minimum at Lindenwold Terrace Gatehouse). (See Figure 1).

II. Setbacks
   i. Front setback from curb – 20' minimum
   ii. Side setback from curb along main drive from Bethlehem Pike: 30' minimum at median section; 100' minimum at entry drive (See Figure 1). Chimneys and screened HVAC systems shall be allowed in the setback area.

b) Condominiums

I. Building separation
   i. Side to side – 25' minimum

II. Setbacks
   i. Front setback from curb – 20' minimum

c) Senior Living Campus

I. Building separation
   i. Side to side – 20' minimum
   ii. Front to front/back to back – 60' minimum
   iii. Side to front or rear – 30' minimum
   iv. From historic "Castle" building – 25' minimum
   v. Single-story link structures may link abutting buildings on the first or second floor, including the "Castle", within the required building separations. Such links may not have vertical walls that exceed 11 feet in height above the floor structure below the link and shall have a minimum 40% transparency.

II. Setbacks

Any new buildings shall be setback a minimum of 30' from the main front wall plane of the Castle building. (See Figure 1)

5. Building Materials

   a) Historic features of the site, including the Castle and gatehouses, and perimeter walls are constructed of natural tan/grey color, coursed and uncoursed ashlar stone. Building materials for new buildings shall compliment the building materials and colors of the historic features of the site, and the number of materials used in any one building shall be limited. Acceptable materials include stone, cultured stone, or cast stone, in a coursed or uncoursed ashlar pattern, of a similar color range to the historic stone, or cement stucco, in earth tone colors or black that complement the existing stone color. For the Senior Living Campus, painted cement board and trim in earth-tone colors is acceptable on interior elevations or internal facing courtyard elevations. For other buildings, fiber cement board and siding and trim in earth-tone colors is acceptable as a secondary material. Alien materials such as brick masonry and builder grade vinyl siding, are prohibited; heavy duty premium vinyl siding is allowed as a secondary material for townhomes and carriage homes only. Trim and windows should be in a compatible color palette to the building materials; true white trim and true white windows are prohibited. Vinyl soffits, shutters, privacy fences, and railings in a compatible color palette to the building materials are allowed.

   b) The rear facades of buildings shall be constructed of the same materials as the side facades. Sides of buildings directly abutting the primary access drive from Bethlehem Pike, and the end units of west facing rear facades of such buildings, shall be articulated in a similar manner to front facades by using a variety of materials and having changes in roofline. The rear facades of buildings facing Bethlehem Pike shall be articulated in a similar manner to front facades by using a variety of materials and having changes in roofline. Vinyl siding may not be used as the predominant material on any façade.

6. Building Articulation

   Visual mass of all buildings shall be deemphasized through the use of architectural devices, including form, features and materials, to reduce their apparent height, bulk and volume, to preserve the dominance of the "Castle" as the principal feature of the site.

   Vertical articulation. Vertical articulation of the building facade, including changes in building plane and materials, shall be used to reduce the apparent scale of the buildings. Vertical articulation may include architectural features, such as projecting or receding elements, changes in roofline, recessed or projecting entries, and other similar features. The depth of such articulation shall be a minimum of 2'-0", with the exception of chimneys. Vertical articulation shall occur at a minimum thirty-foot interval, but each articulation of the building plane is not required to extend the full height of the building facade.

   Horizontal articulation. Horizontal articulation of the building facade, including changes in building plane and/or materials, shall be used to reduce the apparent height of the building facade. Such horizontal articulation may be provided by mansards, wall setbacks, changes in materials or other devices.

7. Standards for Rehabilitation of Historic Structures

   All exterior rehabilitation work to historic buildings, structures, and other features shall be completed in conformance with the Secretary of the Interior's Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). Existing historic building fabric will be retained or repaired where feasible.

8. Alternative Compliance

   The Board of Commissioners in their sole and absolute discretion may approve the use of architectural concepts, designs, and materials which differ from those set forth above if the applicant demonstrates to the satisfaction of the Board that such concepts and designs are in harmony with the statement of purpose described in Section 1.

Exhibit "J"

Dam Safety and Waterway Management Plan/Permit

Exhibit "K"

Gatehouse Addition

EXHIBIT E

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT FOR THE
CASTLE AT MATTISON ESTATE/ST. MARY'S VILLA

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT
For
THE CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA

This Deed of Preservation Easement (the "Easement") is made this _____ day of _____ 2018, by **LINDENWOLD RESIDENTIAL ASSOCIATES LLC**, a Pennsylvania limited liability company (the "Grantor"), and **THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**, a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania (the "Grantee").

Background

A. Grantor has legal and equitable fee simple title of the parcel of land and improvements subdivided and identified as Parcel 3 from the larger parcel known as St. Mary's Villa, located at 701 S. Bethlehem Pike, Ambler. Parcel 3 is more particularly described and depicted in Exhibit A attached hereto and make a part hereof (the "Property").

B. St. Mary's Villa was determined individually eligible for listing on the National Register of Historic Places by the United States Department of Interior, in a letter dated November 7, 2014.

C. The "Property" consists of a number of improvements, including the former primary residence referred to as the Castle. This building, including all facades of the building, windows and doors, and any improvements, the entirety of the visible roofs and chimneys of the building and any improvements, and the portions of the interior of the building and any improvements (collectively, the "Building") contributes to the historic aspects of Upper Dublin Township, Montgomery County. Grantee considers the Building to represent a valuable example of a historic architectural style worthy of preservation and benefiting the adjacent properties.

D. Other site features from St. Mary's Villa are outside of the Property and are considered contributing to the historic aspects of Upper Dublin Township, Montgomery County. These site features include stone entrances, iron gates, perimeter stone walls, lake and retaining walls, the gazebo, some statuary, and the springhouse ruins. These elements will be protected in a separate easement agreement and are therefore excluded from this document.

E. Gatehouse on Lindenwold Terrace at Cedar Road and Gatehouse on Bethlehem Pike across from Church Street are both considered contributing resources on the site dating to the Mattison era period of significance and will be protected in separate easement agreements and are therefore excluded from this document.

F. Grantee is a qualified conservation organization having as its primary purpose the preservation of historic sites and structures and the conservation of historic and significant open space. Grantee is authorized to acquire and accept interests in historic sites and structures and historic and significant open space including easements.

G. Grantee is a conservation organization qualified under applicable law as an eligible donee for, *inter alia*, the donation of easements for the preservation of historically important structures.

H. The donation of the Easement to Grantee will further Grantee's goal of fostering the conservation of the region's heritage of historically significant structures with aesthetic, architectural, scenic and/or open space values.

I. Grantor and Grantee understand that Grantee has been or will be the recipient of preservation easements and open space easements in addition to the easement contained in this Easement on other properties in Pennsylvania and New Jersey.

J. The grant of this Easement will impose restrictions on the development and maintenance of the Building in perpetuity (unless indicated otherwise below) and will impose on Grantor and subsequent owners certain continuing maintenance obligations affecting the Building. The grant of the Easement will give Grantee and any subsequent holder of the Easement the right to enforce the terms and conditions of this Easement forever.

K. Grantor desires to grant to Grantee, and Grantee desires to accept, the Easement on terms and conditions set forth below.

TERMS AND CONDITIONS

Intending to be legally bound hereby, in consideration of the mutual promises herein contained, and in further consideration of other good and valuable consideration paid by Grantor to Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree and declare as follows:

1. Term and Grant.

Grantor hereby grants and conveys to Grantee an estate, interest and easement in the Building as described in Exhibit C, for the preservation of historic, architectural values of the nature and character and to the extent set forth in this Easement, to constitute a servitude and covenant upon the Building, running with the land for the benefit of and enforceable by Grantee, to have and to hold the said estate, interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses forever.

2. Scope of Grantee's Estate, Interest and Easement.

The Easement herein granted conveys to Grantee an interest in the Building consisting of the benefits of the following covenants and undertakings by Grantor:

a. Without the prior written consent of Grantee, Grantor shall not cause, permit or suffer any construction, alteration, remodeling, decoration, demolition, dismantling,

destruction, or other activity which would affect or alter in any material way the appearance of the Building, as described in Exhibit C, except as specifically required herein pursuant to Exhibit B I and/or authorized pursuant to Paragraph 7(b) hereof.

b. Grantor, at Grantor's sole expense, shall maintain the Building at all times and shall keep the Building in a state of good repair and shall make sure that the appearance of the Building, as viewed from any location on any street on or off the site shall not be permitted to deteriorate in any material way, and to this end, Grantor agrees that it shall comply with the Restoration Program and the Minimum Maintenance Program set forth in Exhibit B III and B IV to this Easement.

c. Grantor shall not cause, permit or suffer the removal of any of the original or historic Building elements described in Exhibit C from the Building, unless consistent with the preservation and conservation objectives of this Easement and with the prior written permission of Grantee, except when the replacement of those elements is required because of imminent danger to the building, to comply with applicable codes, or if a response to the request for approval is not provided within 30 calendar days.

d. Under the terms of this Deed of Easement, the scope is limited to elements which are known to date from the Mattison period (c.1888-1936). The scope as it relates to the interior of the Building is limited to those rooms identified as "Protected Interiors" on the Building plans provided in Exhibit C. The protected elements of the interiors include the surface of walls, ceilings and floors, the volumes of space defined thereby, and the architectural elements, including, but not limited to, the fireplaces, doors and their hardware and ornaments. It is the intent of this Easement that while visible historic elements are to be left in place, the Grantor is not obligated to restoration of these elements and will be allowed to make modifications as appropriate for contemporary use.

e. Grantor shall permit Grantee access to the Building at such reasonable times and upon reasonable prior notice as Grantee may request for the purpose of examining and testing of all structural portions of the Building, the materials and elements of the Building and such portions of the Building as are subject to the Easement.

f. Grantor acknowledges that the setting in which the Building is located, including the scale, design, massing and materials of existing and new buildings or development on the site, affects the historic value of the Building and that Grantee's interest in an appropriate setting is as direct, substantial and immediate as Grantor's interest. The Grantor authorizes Grantee to protect Grantee's interest, through advocacy or litigation, in any federal, state or local board, commission, council, court or agency for appropriate preservation of existing buildings or features and/or for appropriate new development in the nearby area, except for a proposed development consistent with the development plans submitted to Upper Dublin Township on **[insert date here]**, or revised versions of these plans as accepted by the Township, so long as the revisions do not significantly alter the impact on the Building.

g. Grantor shall permit Grantee to display on the Building, at its discretion, a small marker or sign evidencing its ownership of the Easement granted herein. The location, size, design and material of any such marker or sign shall be mutually acceptable to Grantor and Grantee.

3. Existing Conditions, Initial Level of Preservation, Alterations and Preservation Objectives.

a. Exhibit B-I, entitled Initial Restoration, indicates the required work, if any, necessary to be done on the Building prior to the completion of development project (defined as the work indicated on the Land Development Plan dated September 15, 2017 or as otherwise scheduled therein (the "Initial Restoration").

b. Exhibit B-I and certain photographs, plans and specifications, attached hereto as Exhibit C, shall constitute the aesthetic, architectural, and historic condition in which the appearance of the Building is to be maintained and preserved after completion of the work required pursuant to Paragraph 3(a) above.

c. Except as otherwise provided in this Easement, such photographs, plans and specifications set forth and described in Exhibit C, as supplemented by Exhibit B-I, shall constitute conclusive evidence of the appearance of the Building and elements on the Building which are not to be materially affected or altered pursuant to Paragraph 2(a) above and are to be maintained pursuant to Paragraphs 2(a) and 2(b) above.

d. Exhibit B-II sets forth permitted future restoration and permitted alterations to the Building, however future alterations will not be limited solely to those set forth and described in Exhibit B-II & B-I.

4. Rights of Grantee if Building Destroyed.

In the event that the Building is, by reason of fire, natural occurrences, or any other reason, damaged or destroyed, the following provisions are applicable:

a. if partially destroyed or damaged to such an extent or of such nature that the appearance of the Building is altered from the Building's appearance in the photographs, plans and specifications referred to in Paragraph 3 above, but is not totally destroyed in the reasonable judgment of Grantor and Grantee, then Grantor shall, as promptly as is practicable, restore the Building to a condition so that the appearance is restored, as nearly as possible, to that shown in such photographs, plans and specifications; provided, however, that Grantor shall not be required to expend more than the proceeds of insurance received by Grantor on restorations required by this Subparagraph. In addition, Grantor and Grantee, after consultation with each other, may agree upon such other restoration that is consistent with the architectural character, including height, bulk, mass, materials and colors, and landscape character, of the remainder of the Building. If Grantor and Grantee cannot agree as to whether the Building is totally destroyed, or as to appropriate restoration, Grantor may request mediation by a third-party chosen by mutual agreement between Grantor and Grantee, provided that the mediator shall be

experienced in historic preservation and directed that any restoration be consistent with the Secretary of the Interior's Standards for Rehabilitation; and

b. if totally destroyed, then Grantor shall not thereafter erect on the site any building the appearance of which as seen from any street on or off the site is inconsistent with the architectural character, including height, bulk, mass, materials and colors, of the historic existing buildings in the immediate vicinity.

Upon satisfactory completion of such restoration, the appearance of the Building to which Paragraphs 2(a), 2(b) and 2(c) above shall apply shall be the restored appearance of the Building. If Grantor shall fail to restore the Building, within the time period as may typically be required for design, regulatory approvals, insurance settlements, funding procurement, and other activities related to construction as required under this Paragraph 4, Grantee shall have all the rights given it under Paragraph 5 below.

5. Remedies of Grantee.

a. Although it is Grantor's obligation to comply with the Minimum Maintenance Program at its sole cost and expense, Grantor has funded an escrow account in the amount of Five Hundred Thousand Dollars ($500,000.00) (the original deposit, plus earnings thereon, the "Escrow Fund") under an escrow agreement in the form attached hereto as Exhibit E (the "Escrow Agreement"). The Escrow Agreement is established to provide resources that would be available to Grantee in the event that Grantor fails to comply with the Minimum Maintenance Program. After notice and opportunity for Grantor to cure as provided below, Grantee may direct Escrow Agent to make a disbursement from the Escrow Account in an amount sufficient to permit Grantee to cure the Grantor's non-compliance. The Escrow Fund is not available to the Grantor to fund its obligations.

In the event that Grantee concludes that Grantor is not performing its obligations to comply with the Minimum Maintenance Program, Grantee shall provide notice thereof to Grantor, specifying the deficiencies in Grantor's performance (the "Deficiency Notice"). No later than thirty (30) days following Grantee's Deficiency Notice, Grantor shall respond to the Deficiency Notice and advise Grantee of the actions Grantor has taken to come into compliance with the Minimum Maintenance Program. If Grantor fails to respond or Grantee determines that Grantor has not come into compliance, notwithstanding Grantor's response, Grantee may, in addition to other remedies provided under Paragraph 5 of this Agreement, direct the Escrow Agent to make a disbursement to it in an amount that Grantee concludes is necessary to enable Grantee to perform or cause to be performed the maintenance necessary to remedy Grantor's failures to comply the Minimum Maintenance Program, as well as to reimburse Grantee for its costs and expenses which it is due hereunder by reason of Grantor's actions or failure to act. In the event that the balance in the Escrow Fund is reduced to Four Hundred Thousand Dollars ($400,000.00) or less, Grantor shall promptly replenish the Escrow Fund to Five Hundred Thousand Dollars ($500,000.00).

Grantor recognizes that in order to fulfill its obligations under this Agreement, it must comply with its ownership responsibilities as set forth herein. In the event that Grantor fails to replenish

the Escrow Fund as described above and such failure continues for 90 days, or if Grantor fails to pay real estate taxes before they become a lien on Property, or if Grantor closes the Building without a good faith plan to reopen, or in the event of other chronic failures to perform under this Agreement, then Grantor shall be deemed to have abdicated its responsibilities hereunder. In the event that Grantee determines that such an abdication has occurred, Grantee shall give notice thereof to Grantor and to all mortgagees having a lien on the Property that have registered with Grantee, specifying the Grantor's default ("Default Notice"). Grantor and any mortgagee may elect, by notice to Grantee within ninety (90) days following the Default Notice, either (a) to cure or (b) to contest Grantor's defaults. In the absence of such an election by any such party, Grantor shall convey the Building to Grantee's designee no later than one hundred twenty (120) days following the Default Notice, unless Grantee cures such default within such period. If the default cannot be cured within such period, Grantor shall be permitted an additional six (6) months to cure such default as long as it continuously and diligently pursues such cure. In the event that Grantor or any mortgagee contests Grantee's Default Notice, provided Grantor or the mortgagee has replenished any amounts due to the Escrow Fund, as required herein, and has advanced to Grantee an amount equal to its estimated expenses, including attorneys and expert fees for such contest, Grantor or such contesting mortgagee may seek an injunction from the Court of Common Pleas in Montgomery County vacating Grantee's Default Notice. Grantor and Grantee agree in the event of such contest to seek expedited determination by the Court. In the event that the Court determines that Default has occurred and has not been cured, Grantor shall convey the Property to Grantee or its designee and Grantee shall be entitled to seek specific performance from the Court. If the Court determines that Default has not occurred or has been cured, title to the Property shall remain in Grantor, but Grantee may continue to pursue any and all other remedies available to it pursuant to Paragraph 5b of this Agreement.

The parties acknowledge that in no event shall Grantee be required to use its own funds to fulfill any of Grantor's obligations under this Easement.

b. Grantee shall have all remedies available to it at law or equity including, without limitation, the right to commence legal proceedings to seek specific performance of the terms of this Easement, to enjoin any breach of this Easement by temporary and/or permanent injunction, and/or to require the restoration of the Building to the condition required by this Easement. In the event that the Grantee commences such legal or equitable proceedings, the Grantor shall reimburse Grantee for all reasonable, actual costs incurred, including attorney's fees in enforcing the provisions of this Easement unless it is determined that the Grantee's assertion that the Grantor was in breach of this Easement was substantially without merit. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. <u>Assignment, Successors and Assigns</u>.

a. The terms of this Easement shall constitute a covenant running with the Property for the benefit of Grantee, its successors and assigns and shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, or having any

interest therein derived through Grantor. The word "Grantor" when used herein shall include all such persons whether or not such persons have signed this instrument or had any interest in the Property at the time it was signed. Upon the conveyance of the Property in accordance with the terms hereof, the conveying Grantor shall have no future liability under this Easement for any act or failure to act that occurs after such conveyance.

b. Grantor shall promptly notify Grantee in writing of a transfer of all or a portion of the Property, but in no event later thirty (30) days from the date of such transfer.

c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services. Grantee may, however, assign or transfer its interest hereunder to any agency of the Commonwealth of Pennsylvania or the United States of America whose purpose includes, *inter alia*, the preservation of historically important structures and land areas; or to one or more organizations whose purpose includes, *inter alia*, the preservation of historically important structures and land areas, provided such organization has the ability to properly enforce this Easement and, further provided, that such organization is operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Code). In the event of any assignment or transfer of Grantee's interest, Grantee will require the recipient of its interest to enforce this Easement. Subject to the foregoing provisions of this Paragraph 6, the terms and conditions of this Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

7. **Reservation.**

a. Grantor reserves the free right and privilege to the use of the Property for all purposes consistent with the grant. Nothing herein shall be construed to grant to the general public or any other persons, other than Grantee and its agents, the right to enter upon the Property, pursuant to Paragraph 2(d) above, for the purposes set forth herein.

b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any applicable ordinance, code or law relating to building materials, construction methods or use. In the event of any conflict between any such law and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications to the Building consistent with sound preservation practices and consistent with the requirement of such law. In cases where hazardous conditions require immediate remedies, Grantor may proceed without prior Grantee approval but shall make every reasonable effort to notify Grantee and to comply with any Grantee suggestions of ways to make remedial actions compatible with the historic appearance of the Building.

8. **Acceptance.**

Grantee hereby accepts the right and interest granted to it in this Easement. Grantee shall administer this Easement for the conservation and preservation of the Building and to further Grantee's purposes of fostering the conservation of the region's heritage of historically

significant sites and structures with aesthetic, architectural, environmental, historic, scenic and/or open space values.

9. Grantor's Insurance.

Grantor shall maintain, at Grantor's own cost, insurance against loss and damage to the property and Building, written at replacement cost value and with a replacement cost endorsement, and comprehensive general liability insurance, including contractual liability, to cover Grantor's obligations under the indemnity provisions of this Easement, against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least thirty (30) days prior to the expiration date of each such policy. All insurance policies required by this section will be primary with respect to any insurance maintained by Grantee.

10. Release and Indemnification.

Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents, and employees, and shall defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claim, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of by reason of (a) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein; or (b) any act or omission of Grantor; or (c) any loss of life, personal injury and or damages to property occurring in or around the Building except to the extent caused by the gross negligence or willful misconduct of the Grantee or its agents.

11. Estoppel Certificate.

Grantee shall at any time and from time to time, within thirty (30) days after Grantor's written request, execute, acknowledge and deliver to Grantor a written instrument stating that Grantor is in compliance with terms and conditions of this Easement, or if Grantor is not in compliance with this Easement, stating what violations of this Easement exist. If this Easement is extinguished, Grantor and Grantee shall execute and acknowledge a written instrument to that effect that Grantor will cause to be recorded.

12. Condemnation and Extinguishment.

a. In the event a subsequent unexpected change in the conditions of or surrounding the Building (including but not limited to a total or partial condemnation) makes impossible or impractical the continued use of the Building for conservation or preservation purposes, or in the event of any extinguishment of this Easement by judicial decree, then this Easement shall be deemed to have been extinguished, and the parties will cooperate to so extinguish this Easement by judicial proceedings If it is determined that the extinguishment of

this Easement was necessitated by the neglect of the Grantor, Grantee shall be entitled to a portion of the proceeds of a subsequent sale, exchange or involuntary conversion of the Building determined pursuant to Subparagraph 12(c) below, which proceeds Grantee shall use in a manner consistent with the conservation and preservation purposes set forth in this Easement.

b. In the event of a partial condemnation where the portion of the Building not taken is capable of continued reasonable use, and provided that the portion of the Building not taken contains a material portion of the Building subject to this Easement, and further provided that the remaining Building will continue to serve the conservation and preservation purposes of this Easement, then this Easement shall remain on those portions of the Building not taken by condemnation.

c. If the change in conditions described in Subpararaph 12(a) above giving rise to the termination of this Easement is caused by the neglect of Grantor, the Grantee, on a subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the proceeds equal to the product of (a) that proportionate value of the perpetual conservation or preservation restrictions to the value of the Property unencumbered by this Easement determined as of the date of this Easement multiplied by (b) the net proceeds from such sale or other transaction.

13. Review, Approval and Additional Costs.

Whenever the consent of the Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to requests for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. It is further agreed that whenever the consent of Grantee is required or requested, Grantor shall bear the reasonable costs of Grantee's review, including inspections for purpose of giving estoppel certificates, and Grantor agrees that the costs for Grantee's review shall include reasonable architectural fees and Grantee's reasonable administrative expenses in processing Grantor's request.

14. Change of Building Use.

Grantor shall notify Grantee prior to effecting any change in use of the Building. Grantor shall be entitled to any use as permitted by the Township Ordinances. Grantor shall secure from the Township any required use and occupancy permit for the altered use. If Grantor should elect to subdivide the Building or submit the Building to a condominium regime, such shall not alter the provisions of this easement in regard to the physical appearance of the Building or the preservation provisions regarding the Building. Grantee's permission shall not be needed for a change of use, but any physical alteration to the Building in connection with a change of use must be approved by Grantee pursuant to Section 2(a) hereof. In the event multiple parties shall have an ownership interest in the Property, each such party shall be jointly and severally responsible to fulfill Grantor's obligations hereunder.

15. Archeological Excavation.

No archeological investigation or excavation, professional or amateur may be undertaken at the Building without the prior written approval of the Pennsylvania Historical and Museum Commission and Grantee.

16. Prohibition Against The Storage, Disposal or Handling of Waste.

Grantor shall not permit or suffer the use, storage, placement, dumping or disposal of chemicals, solid or liquid waste or hazardous material on the site. This prohibition shall not preclude: (a) the use of chemical fertilizers and nutrients necessary or appropriate for the protection and promotion of the vegetation (including any gardens) on the site, pesticides and poisons normally used on a large urban commercial or residential property for the control of rodents or insects, provided such use and storage of such chemicals is permitted by law and regulation; and (b) the composting of biodegradable garden and household waste generated on the site.

17. Certification of Grantee's Status.

By executing this Easement, Grantor and Grantee certify, under penalty of perjury, that the Grantee is a qualified organization (as defined in Paragraph (3) of §170(h) of the Internal Revenue Code) and has a primary purpose of historic preservation and open space preservation and has the resources to manage and enforce the restrictions created by the Easement and has a commitment to do so.

18. Notices.

For all notices other than those pursuant to Paragraph 6(b), notices or other communications hereunder shall be in writing and shall be deemed to have been given:

a. if hand delivered or sent by express mail or reputable overnight delivery service or by courier, postage prepaid, then, if and when delivered to the respective parties at the below listed addresses (or at such other address as the party may hereafter designate for itself upon ten (10) days prior notice to the other party as required hereby), or

b. if mailed, then on the next business day following the date on which such communication is deposited in the U.S. mail, by first-class registered or certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself upon ten (10) days prior notice to the other party as requested hereby):

c. if electronically, via e-mail with either a return receipt provided by recipients e-mail server or by e-mailed or mailed acknowledgment of receipt by recipient.

If to Grantor:

Lindenwold Residential Associates, LLC
Post Office Box 845
Bensalem, Pennsylvania 19020
Attn: Leonard Poncia
lponcia@gmail.com

with a copy to:

Richard P. McBride, Esquire
5 Apollo Road
Plymouth Meeting, PA 19562-2390
rpm@rpmcbridelaw.com

If to Grantee:

Preservation Alliance for Greater Philadelphia
1608 Walnut Street, Suite 1702
Philadelphia, PA 19103
Attention: Paul R. Steinke, Executive Director

with a copy to:

Lawrence J. Arem, Esquire
Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
Larem@Klehr.com

Paul Leonard
Township Manager
Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034

Gilbert High, Esquire
Upper Dublin Township Solicitor
High Swartz LLP
40 E. Airy Street, P.O. Box 671
Norristown, PA 19404-0671

In the event notice is required to be given to one or more of the mortgagees who consented and subordinated to this Easement, notice shall be given in the form required and at the address indicated on any mortgagee consent.

19. Counterparts; Entire Agreement.

This document may be executed in one or more counterparts which when taken together shall be deemed to be the original. This Easement, including the Exhibits, reflect the entire agreement between Grantor and Grantee and any prior or simultaneous correspondence, understandings, agreements, and representations are null and void unless contained herein.

20. Third-Party Beneficiary.

Upper Dublin Township shall be deemed a third party beneficiary of this Easement. The third party beneficiary shall have the right, but not the obligation, to enforce this Easement in the event that the Grantee is unable or fails to act. Anything herein to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary thereof, except as provided in this paragraph.

21. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, provided that all historic determinations shall be made in accordance with the standards of the United States Secretary of the Interior.

(b) Any lawsuits in connection with this Agreement shall be brought in the Montgomery County, Pennsylvania Court of Common Pleas.

IN WITNESS WHEREOF, the parties hereto have executed this Easement the day and year first above set forth.

GRANTOR:
Lindenwold Residential Associates LLC,
a Delaware limited liability company

_____ By: _____

GRANTEE:
The Preservation Alliance For Greater Philadelphia,
a Pennsylvania not-for-profit corporation

_____ By: _____
Paul R. Steinke, Executive Director

I CERTIFY THAT THE ADDRESS OF ABOVE-NAMED GRANTEE IS:

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
1608 Walnut Street, Suite 1702
Philadelphia, Pennsylvania, 19103
215-546-1146

_____
Paul R. Steinke
Executive Director

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the _____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared ....., a manager of KPG-IMW Owner, LLC, a Delaware limited liability company, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself as such officer.

_____
NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the _____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared **Paul R. Steinke**, who acknowledged himself to be the Executive Director of The Preservation Alliance for Greater Philadelphia, a Pennsylvania not-for-profit corporation, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such officer.

_____
NOTARY PUBLIC

My Commission Expires:

LIST OF EXHIBITS
for
DEED OF FACADE AND OPEN SPACE EASEMENT
from
GRANTOR
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
For
THE CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler, Pennsylvania

EXHIBIT A

Legal Description of the Property & Subdivision Plan

EXHIBIT B

B-I Initial Restoration

B-II Optional Future Restoration & Permitted Future Alterations

B-III Minimum Maintenance Program

B-IV Minimum Maintenance Program for Protected Interiors

EXHIBIT C

Existing Conditions

EXHIBIT D

Proposed Development Plan

EXHIBIT E

Escrow Agreement

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY & Subdivision Plan
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

CONTROL POINT ASSOCIATES, INC.
traditional methods | modern approaches
th ANNIVERSARY

New Britain Corporate Center
1600 Manor Drive, Suite 210
Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

April 17, 2018
02-140456-02

METES AND BOUNDS DESCRIPTION
PROPOSED PARCEL 3
PART OF UNIT 19, BLOCK 26
APN 54-00-02290-005
LANDS NOW OR FORMERLY
SISTERS OF THE HOLY FAMILY OF NAZARETH
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT THE SOUTHWESTERLY MOST CORNER OF PROPOSED PARCEL 3, SAID POINT BEING THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE INTERSECTION OF THE DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNIT 10 BLOCK 26G AT THE EASTERLY RIGHT-OF-WAY LINE OF BETHLEHEM PIKE (A.K.A. S.R. 2018, A.K.A. L.R. 153, 60 FOOT WIDE RIGHT-OF-WAY):

A. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNITS 10, 9, 8, 7 AND 6, BLOCK 26G, NORTH 75 DEGREES - 23 MINUTES - 30 SECONDS EAST, A DISTANCE OF 637.79 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BETHLEHEM PIKE, THENCE;

B. ALONG A LINE THROUGH UNIT 19, BLOCK 26, NORTH 05 DEGREES - 06 MINUTES - 46 SECONDS WEST, A DISTANCE OF 330.67 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH UNIT 19, BLOCK 26:

1. NORTH 05 DEGREES - 06 MINUTES - 46 SECONDS WEST, A DISTANCE OF 290.50 FEET TO A POINT OF CURVATURE, THENCE;

2. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 39 DEGREES - 22 MINUTES - 02 SECONDS, AN ARC LENGTH OF 19.93 FEET, A CHORD BEARING NORTH 65 DEGREES - 17 MINUTES - 45 SECONDS EAST AND A CHORD DISTANCE OF 19.54 FEET TO A POINT, THENCE;

3. NORTH 84 DEGREES - 58 MINUTES - 46 SECONDS EAST, A DISTANCE OF 96.44 FEET TO A POINT, THENCE;

THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PROPOSED PARCEL 3 AND PROPOSED PARCEL 2:

4. SOUTH 05 DEGREES - 06 MINUTES - 04 SECONDS EAST, A DISTANCE OF 112.36 FEET TO A POINT, THENCE;

5. NORTH 84 DEGREES - 53 MINUTES - 14 SECONDS EAST, A DISTANCE OF 108.65 FEET TO A POINT, THENCE;

6. SOUTH 05 DEGREES - 06 MINUTES - 46 SECONDS EAST, A DISTANCE OF 156.47 FEET TO A POINT, THENCE;

7. SOUTH 84 DEGREES - 53 MINUTES - 14 SECONDS WEST, A DISTANCE OF 172.48 FEET TO A POINT, THENCE;

8. SOUTH 05 DEGREES - 06 MINUTES - 46 SECONDS EAST, A DISTANCE OF 28.06 FEET TO A POINT, THENCE;

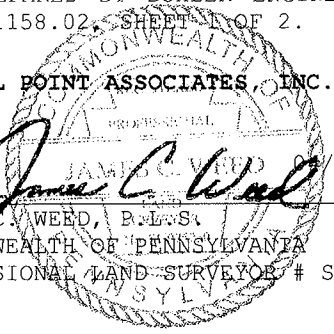
9. SOUTH 84 DEGREES - 53 MINUTES - 14 SECONDS WEST, A DISTANCE OF 51.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 49,276 SQUARE FEET OR 1.131 ACRES

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

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "SUBDIVISION PLAN FOR LINDENWOLD RESIDENTIAL ASSOCIATES, LLC, THE MATTISON ESTATES, 701 S. BETHLEHEM PIKE, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA", PREPARED BY BOHLER ENGINEERING, INC., DATED 1-9-2018, REVISED 1-23-2018, PROJECT NO. PC131158.02, SHEET 1 OF 2.

CONTROL POINT ASSOCIATES, INC.

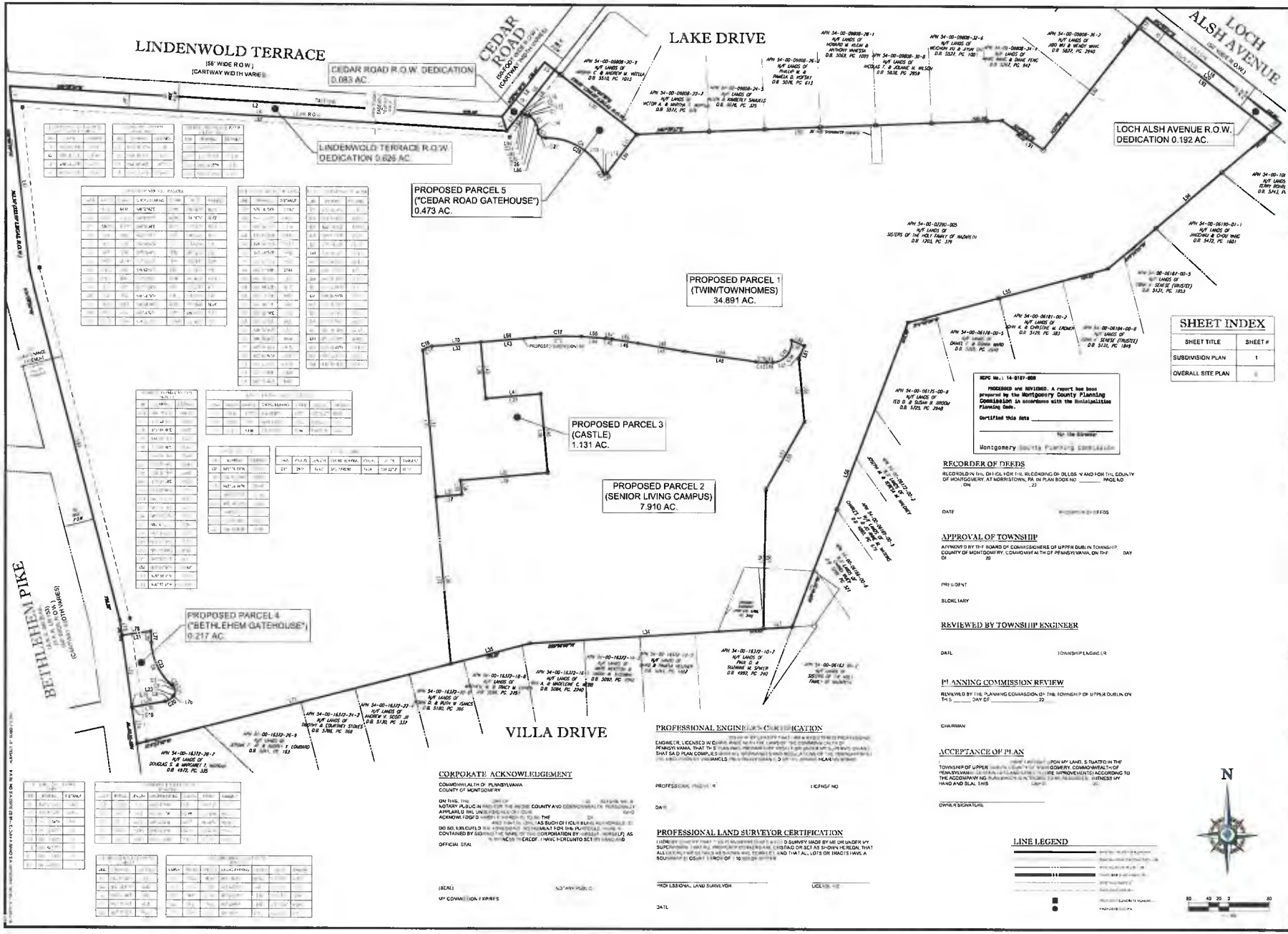


04/17/2018

JAMES C. WEED, P.L.S. DATE
COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL LAND SURVEYOR # SU075250

S:\14\CP14456-BEI-MattisonEstates-UpperDublin-PA-JFH\02-140456-02-BEI-McMahon\M&B\M&B_PROPOSED PARCEL 3.docx
PREPARED BY: SCH
REVIEWED BY: DKH

EXHIBIT A
Subdivision Plan
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA



SHEET INDEX

SHEET TITLE	SHEET #
SUBDIVISION PLAN	1
OVERALL SITE PLAN	2

MCPC No.: 14-0107-008

PROCESSED and REVIEWED. A report has been prepared by the Montgomery County Planning Commission in accordance with the Municipalities Planning Code.

Certified this date _____

_____ for the Director

Montgomery County Planning Commission

RECORDER OF DEEDS

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS IN AND FOR THE COUNTY OF MONTGOMERY, AT NORRISTOWN, PA, IN PLAN BOOK NO. _____ PAGE NO. _____ ON _____ 20__

DATE

APPROVAL OF TOWNSHIP

APPROVED BY THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA, ON THE _____ DAY OF _____ 20__

PRESIDENT

SECRETARY

REVIEWED BY TOWNSHIP ENGINEER

DATE _____ TOWNSHIP ENGINEER

PLANNING COMMISSION REVIEW

REVIEWED BY THE PLANNING COMMISSION OF THE TOWNSHIP OF UPPER DUBLIN ON THIS _____ DAY OF _____ 20__

CHAIRMAN

ACCEPTANCE OF PLAN

THE TOWNSHIP OF UPPER DUBLIN, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA, [illegible] THE IMPROVEMENTS ACCORDING TO THE ACCOMPANYING PLAN AND SEAL THIS _____ DAY OF _____ 20__

OWNER'S SIGNATURE

CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ON THIS, THE _____ DAY OF _____ 20__, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE ABOVE COUNTY AND COMMONWEALTH, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE _____ OF _____, AND THAT AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS _____.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(SEAL) NOTARY PUBLIC

MY COMMISSION EXPIRES

PROFESSIONAL ENGINEER'S CERTIFICATION

ENGINEER, LICENSED IN THE COMMONWEALTH OF PENNSYLVANIA, THAT THE SUBDIVISION PLAN COMPLIES WITH THE REGULATIONS OF THE MUNICIPALITY AND THAT SAID PLAN COMPLIES WITH ALL REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION.

PROFESSIONAL ENGINEER LICENSE NO.

DATE

PROFESSIONAL LAND SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY MADE BY ME OR UNDER MY SUPERVISION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT ALL LOTS OR TRACTS HAVE A SQUARE CLOSURE OF 1 FOOT IN _____ FEET.

PROFESSIONAL LAND SURVEYOR LICENSE NO.

DATE

LINE LEGEND

[illegible]

80 40 20 0 80

BOHLER ENGINEERING

REVISIONS

	DESCRIPTION	BY
01	12/18/2017 PER CLIENT COMMENTS	KLP
02	03/09/2018 PER CLIENT COMMENTS	KLP
03	[illegible] PER CLIENT COMMENTS	KLP
04	01/23/2018 PER CLIENT COMMENTS	KLP

CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONTRACTOR HELP AND 10 WORKING DAYS NOTICE FOR DESIGN STAGE. DIAL 811 OR 1-800-242-1776

PA1 CALL

NOT APPROVED FOR CONSTRUCTION

PROJECT No. PC131158.02
DRAWN BY MCM
CHECKED BY FAB
DATE 2018.01.24
SCALE AS NOTED
CAD I.D. PC131158.02 SUBDIVISION.dwg

PROJECT

SUBDIVISION PLAN

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC.

THE MATTISON ESTATES

701 S BETHLEHEM PIKE
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PA

BOHLER ENGINEERING
1600 MANOR DRIVE, SUITE 200
CHALFONT, PENNSYLVANIA 18914
Phone (215) 996-9100
Fax (215) 996-9102
www.BohlerEngineering.com

L.A. BRITZ
ERIC BRITZ
PROFESSIONAL SURVEYOR
PENNSYLVANIA LICENSE NO. PS070043

SHEET TITLE

SUBDIVISION PLAN

SHEET NUMBER

1

OF 2

REVISION 4 - 2018.01.23

EXHIBIT B.I – INITIAL RESTORATION
for a preservation easement for the
CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

Initial Restoration

All work shall be in accordance with drawings and specifications which shall be submitted to and approved by Grantee prior to the start of work. The scope outlined below is permitted to be altered if agreed to by the Grantor and Grantee, and concurred to by the Township.

Owner shall cause the following work to be performed on the Castle within one year of receiving pertinent township and third-party approvals such that construction activity is permitted to begin on the site of the Senior Housing project, unless noted otherwise below.

Please note that all items discussed in this Exhibit pertaining to the Castle are understood to pertain only to the protected areas of the Building, as identified in Exhibit C.

Please note that work on the Gatehouse at Bethlehem Pike and the Gatehouse at Lindenwold Terrace are covered under separate easements and as such are explicitly excluded from this Deed of Easement.

CASTLE EXTERIOR

Masonry
Minor masonry repairs will be addressed at locations of cracks near front entrance and repointed anywhere mortar is missing to a depth of ½" or greater. All head joints in coping stones with missing or damaged mortar will be pointed or appropriately sealed. Perform a one-time mortar analysis to determine the appropriate type and ratio of cement, lime, and aggregate for the mortar to be used during future repairs.

Windows, Doors and Metalwork (railings, grilles, etc.)
Where current paint is failing, all wood windows and painted wood doors shall be scraped, primed and repainted. Any loose or damaged window glazing and/or putty shall be removed and repaired/reglazed. Any failing sealant between the window or door frames and the masonry shall be repaired. Any areas of failing paint on metal work shall be scraped, applied with a rust primer and repainted. Any window sills or sashes allowing water to penetrate shall be repaired. If repair is not possible, sash shall be replaced in kind.

Downspouts, Drainage and Vegetation
Install downspout sections at all locations where missing. Remove vegetative growth which is attached to masonry; cut back any vegetation growing within one foot of masonry, windows, or doors. Remove larger shrubs and trees that block windows, and/or that are within one foot of the building.

CASTLE INTERIOR

General
Unless noted otherwise, the terms of the Deed of Easement on the interior of the Castle are limited to those rooms identified as "Protected Interiors" on the building plans provided in Exhibit C.

Abate hazardous materials, where necessary, in Protected Interiors and other locations as necessary to accommodate the proposed work.

Clear trash & debris from all accessible interior areas, whether or not the area is designated a Protected Interior.

Fire Protection
Install a fire protection system throughout the Castle in accordance with NFPA 13 or other standard acceptable to local code authorities and insurance carrier. This system may be installed exposed, so as to minimize the cutting and patching of finishes. The fire sprinkler system shall be routed in such a way to be sensitive to the Protected Interior fabric & detailing. The existing Fire Alarm system shall be upgraded as required to meet code requirements. Where run through habitable spaces, sprinkler piping shall be painted a color for minimal visual impact.

Mechanical System
The existing mechanical (HVAC) system for the Castle will be repaired and/or replaced so that it will be capable of providing heating and cooling as appropriate throughout the year. Temporary heating devices, such as salamanders or kerosene heaters, are not permitted, unless the heat source is provided from outside of the Castle and the conditioned air is ducted into the building. Any new roof top equipment shall be located so that it is not visible from within fifty feet of Castle.

EXHIBIT B.II – PERMITTED FUTURE RESTORATION & ALTERATIONS
for a preservation easement for the
CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

Optional Future Restoration & Permitted Future Alterations

Restoration is the making of changes to the existing Property to return the Property back to its original or historic condition. These changes are permitted, but are not required. Alterations are changes which are permitted but which do not bring the Property back to their original or historic conditions.

Grantor is permitted, but not required, to restore and to make certain alterations to the Property as set forth below. Notification to the Grantee of the intent to perform such work is required, with the understanding that approval of such work may not be unreasonably withheld and that such approval will not take more than 30 calendar days. Work not listed below also may be permitted with the approval of the Grantee.

All work shall be in accordance with drawings, specifications, descriptions, or any other acceptable form of documentation which shall be submitted to and approved by Grantee prior to the start of work. In order to facilitate timely review and approval, Grantor may submit conceptual and design proposals prior to the start of any construction drawings and specifications. Grantee has the right to waive the submission of documentation.

Restoration and alterations shall comply with *The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (2017), especially "Guidelines for Rehabilitating Historic Buildings."

Please note that all items discussed in this Exhibit pertaining to the Castle are understood to pertain only to the protected areas of the Building, as identified in Exhibit C, or other features explicitly discussed below. Any new construction and modifications, including those to items listed below, which are consistent with the Proposed Development Plan (Exhibit D) are explicitly permitted and do not require review and approval of the Grantee.

Please note that work on the Gatehouse at Bethlehem Pike and the Gatehouse at Lindenwold Terrace are covered under a separate easement and as such are explicitly excluded from this Deed of Easement.

GENERAL

Grantor may replace materials in-kind (matching material, configuration, and finish). If in-kind materials are not reasonably available, compatible replacement materials may be permitted. Grantor may restore missing original building elements if such restoration work is based on photographic, physical, or other documentary evidence.

CASTLE EXTERIOR

Existing Entrances
Reasonable alterations may be made to existing building entrances as required by code to accommodate handicapped accessibility and tenant needs, provided such alterations are compatible in materials and proportions with existing original building fabric. Installation of a ramp or chair lift for handicapped accessibility, including raising the front elevation of the wood front porch to provide handicapped accessibility between the porch and entry hallway is permitted.

Accommodation of code-required stairs and/or elevator by one of the following methods is permitted:

- An addition on the "back ell" of the Castle
- A connection at the "back ell" to adjacent new construction

Signage
All existing exterior signage on the Building may be removed, altered or replaced with new signage, provided such new signage replicates the size, location, and material of existing signage and/or historical signage as documented in historical photographs or other archival sources. Grantor may place new and/or replacement signs or plaques for the following purposes:

1. To comply with Fire Department or other applicable laws
2. To commemorate the Easement or other historic designations of the Building
3. To identify the name and address of the Property
4. To advertise the Property for sale or rental
5. For any purpose required by any lender of Grantor
6. To provide directional signage appropriate to the Property's use

For all of the above, the signs or plaques shall be of a size, material, design, location, and method of attachment which is compatible with, and minimizes the visual impact on, the architecture of the Building. Signs and plaques shall comply with all applicable laws and design reviews. To the extent possible, signs and plaques shall be secured in a manner that does no irreversible damage to the Building.

The removal of large cast stone cross from West façade is permitted and the infill of cross shaped openings in masonry to restore them to their original vertical opening is permitted.

Roof
New roof penetrations are acceptable if they are not visible from the ground. Rooftop mechanical equipment may be replaced with new equipment, assuming it is not visible from within fifty feet of Castle. Grantor may add a fall protection system with minimal visual impact, such as harness wire system installed along centerlines of roof. Future roof replacement may be membrane roof. Slate elements may be replaced with non-slate material, provided new material is approved by the grantee.

Exterior Lighting

Installation of modern, freestanding LED fixtures, as appropriate to maintain occupant safety or to provide general illumination of the Castle or its architectural features, and with approval of the Grantee, is permitted.

Windows, Doors and Metalwork (railings, grilles, etc.)
The replacement of windows to match the character of the historic windows is permitted, including the replacement of existing vinyl windows with wood windows to match the character of third floor windows. The use of alternative materials is allowed if they replicate the appearance of the original. Use of simulated divided lites and insulated glass is allowed if detailing is acceptable to grantee. Existing window screens and storm doors can be removed or replaced. Removal and replacement of damaged stone sills is permissible with in-kind material or an appropriate substitute material such as cast stone. The existing stained glass can be covered with clear glass or another transparent protective material. The removal of stained glass installed after 1936, and its replacement with clear glass windows similar to those in historic photos and in keeping with the historic character of the building, is permitted.

The removal of non-historic decorative window grilles is permitted. The replacement or removal of the porte cochere gate is permitted, provided it is stored on site upon removal. Replacement and addition of railings in an alternative design compatible with the historic character of the building, for purposes of code or aesthetic compatible with the historic character of the building is permitted.

Downspouts and Drainage
Additional downspouts can be added if required for proper drainage but must match existing size, color, and configuration. If not connected to underground drainage system, provide 4' concrete splash blocks.

PROTECTED INTERIOR FEATURES

Unless noted otherwise, the terms of the Deed of Easement as it relates to the interior of the Building are limited to those rooms identified as "Protected Interiors" on the building plans provided in Exhibit C. The Grantor understands the significance of the decorative materials and finishes in the Protected Interiors, and acknowledges that the long-term care and maintenance of these finishes are considered integral to the significance of the interior as a whole. The Grantee understands and acknowledges that encouraging the continued productive use of the interior in a cost-effective manner is a catalyzing factor in the establishment of this Deed of Easement. Therefore, the Grantor will favor future uses that do not require significant alterations to these finishes, while the Grantee will accept that certain alterations may be necessary, in accordance with the approval & notification procedures outlined in the Deed of Easement.

Protected Interiors will be left in their existing condition or may be modified for contemporary use while retaining historic elements to the greatest extent possible. This includes modifications required for code compliance. The overall room shapes may not be altered, although partitions no higher than eight feet and cubicles may be inserted within a room. Upgrading/supplementing of existing Mechanical, Plumbing, Electrical, and other building systems, as required to meet use needs and code requirements, is permitted provided plans are submitted for review & approval by Grantee prior to the commencement of work.

Reasonable alterations may be made to existing building entrances to accommodate handicapped accessibility and tenant needs, provided such alterations are compatible in materials and proportions with existing original building fabric.

Reasonable alterations may be made within the Protected Interiors on the first floor to provide an accessible restroom entered directly from the main corridor. The restroom proper may be built with contemporary materials and design, but alterations outside of the restroom will be compatible in materials and proportions with existing original building fabric. Loss of historic fabric should be minimized.

Work outside of the areas identified as "Protected Interiors" may be performed without notification to or approval from the Grantee. Grantor is encouraged, but not required, to reuse, retain on site, or salvage any historic elements within these non-protected areas.

New signage may be provided and any existing signage may be removed, consistent with the purposes listed above for exterior signage.

EXHIBIT B.III – MINIMUM MAINTENANCE PROGRAM
for a preservation easement for the
CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

It is the Grantor's responsibility to maintain the property, to comply with all applicable codes and ordinances, and to take adequate provisions for the protection of life and property. It is understood that the below maintenance program is to be undertaken by the Grantor and is separate and independent of the regular inspections undertaken by the Grantee. To the extent that Grantee's interest is involved, Grantor shall adhere to a maintenance schedule with respect to the property at least as stringent as that set forth below. Grantor shall keep reasonable records with respect to inspection and replacement and shall make such records available for inspection by Grantee at the property during normal working hours, upon written notice from Grantee.

CASTLE EXTERIOR
1. Stonework & Masonry
Inspection Schedule: Once a year
Operation:

a. Check for moist areas especially along gutter, downspouts and at grade level, cracks, crumbling material, loose pieces, missing mortar, efflorescence (white discoloration).
b. Check where moisture is entering masonry and repair any leaks in roofing, cornice, flashing, down spouts, joints between masonry and other materials
c. Reflash / recaulk leaking joints as required
d. Retain original masonry and mortar, whenever possible, without the application of any surface treatment or covering. Repoint only those joints with loose or crumbling mortar. Infill holes and open cracks with mortar that matches surrounding in color, texture, and appearance. Repointing work shall be performed using methods agreeable to the Grantee, using mortar which matches original in color, texture, constituent composition, and workmanship. Joints shall maintain original width and be tooled to substantially match original finish. Mortar shall not be harder than surrounding masonry or original mortar.
e. If significant cracks, surface spalling, or material deterioration is found, review condition of masonry with a registered architect, materials conservator, or restoration contractor experienced in evaluating masonry. Grantor shall cause work to be performed in accordance with consultant's recommendations approved by Grantee prior to start of work, and in accordance with the terms of this Deed.
f. Masonry shall not be cleaned except in accord with a proposal submitted to and approved by Grantee prior to start of work. Such cleaning shall be done with materials and techniques which will not damage masonry. Sandblasting, wire brushes, grinders, sanding discs, or other abrasive methods shall not be used, nor shall any harsh chemical which weakens the masonry be applied. Materials and techniques shall be selected based on results of test patches
g. Snow removal materials which might damage masonry, e.g. salt, shall not be used on stoops or adjacent walls.

2. Metal Railings, Gates, and Grilles
Inspection Schedule: Once a year

Operation:

a. Check for deteriorated paint, rust, moisture or physical damage and wear.
b. Repair any loose joints, attachments, or hardware. Replace in kind any missing pieces or sections.
c. Remove iron rust using materials and methods which will not accelerate pitting and corrosion of the metal. Prime and paint according to instructions below.

3. Roof
Inspection Schedule: Once a year
Operation:

a. Check for worn, loose or missing slate shingles (on roof "walls") and replace as needed.
b. Ensure functionality of drains and clear as necessary.
c. Check for tears in the roofing material and other signs of infiltration.
d. Repair leaks, weak areas, and loose attachments.
e. Replace missing shingles in kind.

4. Flashing
Inspection Schedule: Once a year
Operation:

a. Check for cracks, warps, distortions or weak areas, loose or damaged seams, and loose attachments.
b. Check for loose, damaged or missing sections. Check masonry or woodwork underneath for moisture damage, especially at attachment points.
c. Replace damaged or missing elements to match existing. Repair leaks and weak areas.
d. Reattach to repaired substrate.
e. Paint colors for flashing shall match adjacent construction.

5. Caulking
Inspection Schedule: Once a year

a. Check caulk for brittle, cracked, or missing pieces.
b. Remove any damaged area, clean, prime or seal according to manufacturer's specifications; provide backer rods and bond-breaker tape as required; and replace caulk. Sealant shall be factory mixed color to match adjacent construction or shall be painted to match adjacent finishes or construction.

6. Gutters and Downspouts
Inspection Schedule: Twice a year (Spring and Fall)
Operation:

a. Check for leaks and loose, missing, or clogged gutters and downspouts.
b. Remove leaves and other debris in Spring and after leaf fall.
c. Reattach loose downspouts, clear as needed, and repair leaks.
d. Replace in kind missing pieces or elements. Any replacement sections shall match existing or be of a design, material, and installation similar to the historic era and architecture of the Building.

7. Woodwork (Cornices, Doors, Windows & Trim)
Inspection Schedule: Once a year
Operation:

a. Check for moisture damage, warping, splitting and unsound joints, and missing pieces.
b. If wood is decayed, determine source of moisture, stop leaks, and replace decayed wood to match original in dimension, species, finish and workmanship, and replace or repair damaged flashing.
c. Repair unsound joints.
d. Seal fine cracks with wood filler.
e. Check putty for cracks or missing pieces. Reglaze where necessary.
f. Prime and paint any new flashing, putty or other glazing materials.

8. Glass
Inspection Schedule: Once a year
Operation:

a. Replace cracked or missing lights with glass to match, using tempered or other safety glass where required.
b. Inspect stained glass for signs of bowing or missing glass and repair as necessary to prevent loss of glass or failure of weather seal.
c. Replacement for art glass shall substantially match original. Replacement glass for other clear glass shall approximate original.

9. Exterior Light Fixtures
Inspection Schedule: Once a year
Operation:

a. Check for deteriorated paint, rust, corrosion, moisture damage, and wear.
b. Repair any loose joints, weak links, attachments or hardware and reattach when necessary.
c. When metal finish deteriorates, restore to match original.
d. When paint finish deteriorates, prepare and repaint per instructions below.
e. Replace broken glass to match original.

10. Paint
Inspection Schedule: Once a year
Operation:

a. Check for wear, bare spots, blistering, peeling, and mildew.
b. Check where moisture is entering wood and stop leaks.
c. Wash mildew with fungicide.
d. Split blisters, scrape peeling areas, remove rust, and sand rough spots.
e. Deteriorated paint finishes shall not be removed using sandblasting, open-flame burning methods, or rotary mechanical tools. If removal of existing paint down to bare wood or metal surfaces is proposed, submit proposal indicating methods and materials to, and for approval by, Grantee.
f. Prime and paint (two finish coats) using materials compatible with the existing painted surfaces.
g. For metals other than aluminum, scrape and wire brush deteriorated paint and rust from metal.
h. Prime and paint bare metal using materials designed for the specific metal type.
i. For significant protected painted finishes, apply a gentle surface cleaning using methods agreeable to the Grantee. Areas of blistering, peeling, and other minor damage are to remain, with removal only as approved by the Grantee.

11. Termites

Inspection Schedule: Once a year
Operation:

a. Have a professional exterminator check once a year for termites and other wood damaging creatures. Treat if necessary.

12. Structural Elements
Inspection Schedule: Once a year
Operation:

a. Check exposed exterior and interior surfaces of walls and foundations, with particular attention paid to areas of stairway, floor openings, wall openings, and changes in wall material. Check for cracks, collapsing, leaning or bulging areas, or other signs of uneven settlement, movement, or structural deterioration.
b. Check interior wall surfaces at upper levels, with particular attention paid to joints. Check for cracks, crumbled plaster, gaps between finishes, or other signs of movement.
c. Check exposed roof framing members for rotted, split, or cracked timbers. Check exposed masonry where timbers bear on walls for crumbling or gaps which indicate wall movement.
d. If rotted timbers, significant cracks, or other signs of movement are observed, review structural condition of the building(s) with an engineer qualified to evaluate its condition in order to ensure that adequate safety standards and precautions are met. A report on the findings and any remedial actions shall be furnished to the Grantee. For any remedial action which will affect the appearance of the portions of the property included in this easement, Grantor may proceed without Grantee approval but shall make every reasonable effort to notify Grantee and to comply with any Grantee suggestions towards remedial actions compatible with the historic character of the property.

EXHIBIT B.IV – MINIMUM MAINTENANCE PROGRAM: PROTECTED INTERIORS
for a preservation easement for the
CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

It is the Grantor's responsibility to maintain the property, to comply with all applicable codes and ordinances, and to take adequate provisions for the protection of life and property. To the extent that Grantee's interest is involved, Grantor shall adhere to a maintenance schedule with respect to the property at least as stringent as that set forth below. Grantor shall keep reasonable records with respect to inspection and replacement and shall make such records available for inspection by Grantee at the property during normal working hours, upon written notice from Grantee.

This Maintenance Program for the Protected Interiors encompasses those finishes and fixtures which date from the Mattison period. It is the intent of this Easement that the Protected Interiors be maintained in a manner to allow those spaces to convey their historic character. It is the intention of this easement that materials which are from the Mattison period, are readily visible, and are agreed to be significant to the historic character of the room are to be left in place.

Unless otherwise approved by the Grantee, the following minimum maintenance procedures shall apply:

1. GENERAL PRINCIPLES for Maintenance of Features in Protected Interiors. Special consideration should be given to the custodial care of the materials and finishes of the Protected Interiors. In general, the mildest workable non-abrasive dry cleaning processes (e.g., dusting, polishing, vacuuming) are preferable to wet cleaning methods. Clean only when a useful purpose is served. New cleaning methods are to be tested on a small, inconspicuous location prior to being employed throughout.

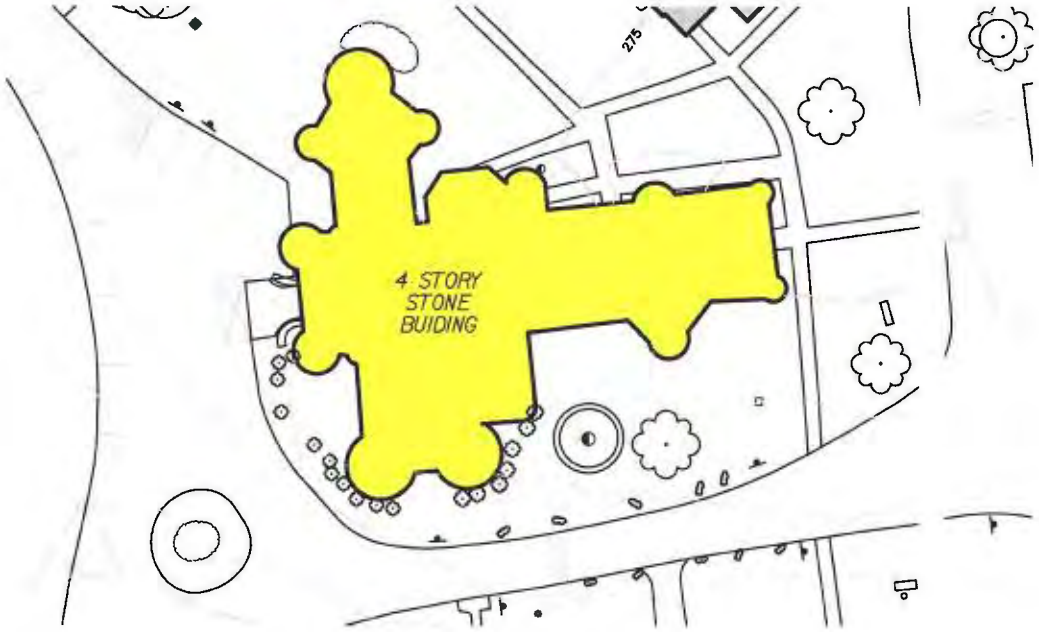
2. Refinishing of historic materials shall be done with materials appropriate to the historic material, shall be applied in a manner consistent with manufacturer's instructions, and shall not significantly alter the historic character of the space. When refinishing painted, stained, varnished or shellacked woodwork, use only stripping, priming, and finish products suitable for interior woodwork, and adhere to manufacturer's specifications. Mechanical abrasive methods should not be used to remove old finishes.

3. Inspect historic materials annually for deterioration, cracks, efflorescence, and, especially, moisture. Eliminate sources of moisture or structural movement. If examination behind walls or above ceilings is necessary, such examinations should limit the destruction of original material to the greatest extent possible.

4. If historic materials are damaged, the cause of such damage shall be addressed and the damaged areas shall be stabilized against further deterioration. If damage requires the repair of historic material, repair of existing material is encouraged. If damage requires removal of historic material, replacement in-kind in encouraged, but patching with a compatible material discretely installed is acceptable.

5. Given the unique nature of the building materials and the potential for damage using typical cleaning methods, if historic materials are to undergo repairs which are more than basic maintenance, it is preferred that whenever possible, an experienced architectural conservator shall be consulted.

Exhibit C-1
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Plot Plan: Lindenwold is a 45 acre property located at 701 S. Bethlehem Pike, Ambler, PA, situated at the western edge of Upper Dublin Township. Originally 400 acres, it was acquired by Dr. Richard V. Mattison, owner of the Keasbey & Mattison Company in Amber, PA in 1888. The original main residential section of the property was built between 1888 and 1912.

Exhibit C-2
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

West Elevation: The building is designed in a castellated Norman Revival style and is clad in random-coursed ashlar blocks of quarry-faced fieldstone. Its shallow-pitched hipped roof sits behind tall crenellated walls. The building's primary elevation faces west, dominated by a central four-story tower bracketed by two corner turrets. A recessed porch occupies the tower's base, set behind a wide central archway. Three-story side wings flank the central tower, each featuring prominent corner turrets. An arched *porte cochere* runs through the south wing immediately adjacent to the central tower, and a two-sided prow bay projects outward between the *porte cochere* and southwest corner turret. The prow bay also features a slender, blind turret at its corner. A raised patio runs from the central tower to the northwest corner turret.

The entire roofline, including turrets, is crowned in a corbelled arcature band and battlement. A thin stone belt course runs continuously above the third floor. Slender blind lancet niches and Greek cross insets decorate the central and corner towers below their respective cornices.

Windows on the west elevation are primarily double-hung wood sashes in either rectangular or segmental arched openings with sandstone sills. Ground-floor, fourth-floor, and all corner turret windows are one-over-one sashes, with curved glass in the corner turret windows. The remaining second and third floor windows feature Queen Anne-style divided-light upper sashes. The second-floor window in the central tower features a wide leaded and stained glass panel flanked by single-hung leaded and stained glass sidelights. The 4th floor windows are vinyl.

Exhibit C-3
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

West Elevation Details:
(Top): The main entrance is located along the back wall of a semi-enclosed porch accessed by a set of stone steps. Splayed sidewalls feature limestone coping and decorative globes.
(Right): Ornate wrought-iron sconces flank the porch's arched entryway. Mortar joints are beaded across the west elevation, along with portions of the north and south elevations.

Exhibit C-4
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

West Elevation Details:
(Top): The double-leaf, wood and glass doorway is topped by a rectangular transom light. The rear porch wall also features a pair of double-hung windows behind decorative wrought iron screens. The southern window is one-over-two; the northern window is one-over-one. The porch ceiling is painted wood with exposed painted beams; the porch floor is painted wood. One hanging pendant fixture and two ceiling-mounted fixtures light the porch.
(Right): The doorway features original out-swinging wood and glass storm leaves.

Exhibit C-5
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

West Elevation Details: A second set of stone steps connects the porch to the *porte-cochere* to its south.

West Elevation Details: An arched doorway connects porch to a raised, open patio to its north. The doorway features a glazed fanlight transom and glass block sidelights in wood frames, but no central leaf. The patio features a concrete floor and a low stone-capped perimeter wall.

Exhibit C-6
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

South Elevation: Behind the primary west elevation, the building extends eastward in a series of rear wings arranged in a roughly T-shaped plan. The general massing, materials, cornice, and fenestration patterns of the main elevation are repeated on the sides and rear. Two corner turrets with raised crowns dominate the composition, which steps back and down to a long rear ell roughly at the mid-section of the building. The mortar joints of the rear ell are flat, giving the stonework a rougher appearance than the front portions of the structure.

(Right): A two-sided prow bay projects from the middle of the rear ell, featuring a slender blind turret at its corner. A metal fire escape is located where the ell meets the building's wider mid-section.

Exhibit C-7
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

South Elevation Details:
(Left): A marble fountain rests on an engaged base set between the two corner turrets of the forward-most wing.

Exhibit C-8
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

East Elevation: The building's three-story rear ell faces east with a two-bay elevation bracketed by slender blind corner turrets crowned by ornamental battlements. A single-leaf wood door is centered on the ground floor, accessed by a narrow stone stoop framed by thick sidewalls.

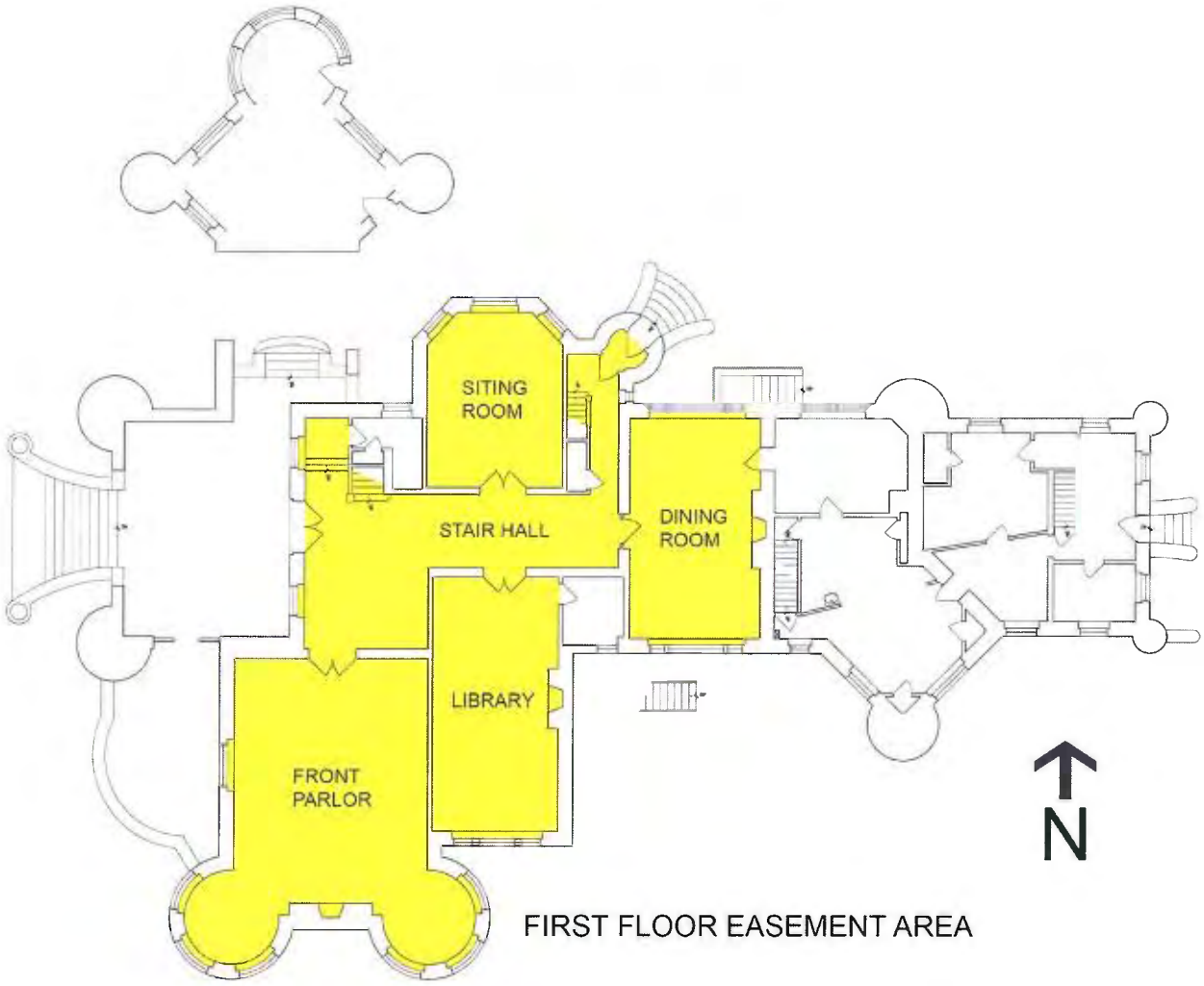
Exhibit C-9
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

North Elevation: The north-facing portions of the building's rear wings continue the basic materials and proportions of the south elevation, but are differentiated in massing. The northern arm of the front "T" recedes for one bay at a 45-degree angle between the northwest corner turret and a second blind turret adjacent to the *porte-cochere.* The long rear ell features a three-faced angled bay, an engaged two-story circular turret, and a semicircular bay interspersed between an informal grid of rectangular and segmental arched window openings.

Exhibit C-10
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

North Elevation Details:
(Left): The two-story engaged turret features a rear entryway accessed by radial stone steps. The door is a single wood and glass leaf.
(Right): A slender bay located between the front wing and middle projecting bay features a multi-pane stained-glass window.

Exhibit C-11
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



FIRST FLOOR EASEMENT AREA

As a general rule, the protected elements of the interiors include the surface of walls, ceilings and floors, the volumes of space defined thereby, and the architectural elements, including, but not limited to, the fireplaces, doors and their hardware and ornaments known to date to the Mattison era. No furniture, rugs or other décor not affixed to the walls are protected elements of this easement. Whenever possible, elements known not to date to the Mattison era are identified in the photo captions, but this does not imply that all other materials are original.

Interior plans: Stampfl Architects

Exhibit C-12
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor stair hall:
Facing west (top), facing east (bottom): The building's main entry opens into a front stair hall and double-loaded central corridor. The space features wood floors with mahogany inlaid borders, flat plaster ceilings with exposed wood beams, paneled wainscoting with composition ornament, and wallpapered walls. Two chandeliers light the space. Wallpaper and light fixtures are not known to date to the Mattison era and are not protected elements of this easement.

Exhibit C-13
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor stair hall:
Facing northeast (top), facing southeast (bottom): The open staircase dominates the space; elaborate carved wood and composition ornament panels enliven the newel post, stringer panels, and landing wainscoting. A sunken landing to the north features a tall wood-framed mirror and opens to a powder room under the stairs. To the south, a tall pair of paneled doors leads to the adjacent front parlor. Wallpaper and light fixtures are not known to date to the Mattison era and are not protected elements of this easement.

Exhibit C-14
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor stair hall details:
(Left) The paneled wainscoting features Greek cross motifs and foliated bands of composition ornament featuring medallions with busts.
(Right) Original wall stencils survive in at least one location. The condition of walls beneath the current wallpaper is unknown.

Exhibit C-15
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor stair hall, rear stairs:
Facing north (left); facing south (right): The central stair hall corridor terminates in a real ell that accesses a secondary stairwell. The stairs feature spiral-turned balusters and newel post. The stair treads are original diamond-patterned linoleum. Adjacent to the stair landing is a secondary entryway.

Exhibit C-16
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor front parlor:
Facing southeast (top), facing northwest (bottom): The front parlor features paneled walls with painted wood wainscoting, parquet floors with inlaid border, and a flat plaster ceiling with bracketed perimeter moldings and a central plaster ceiling medallion. The south wall features rounded bays at each corner and a marble fireplace mantle and mirror at its center. A central chandelier and two pendant lights, one in each rounded bay, are suspended from the ceiling. Paired wall sconces line the north, east, and south walls, and one exterior window lights the west wall. Wall sconces appear to be original and are protected elements. The chandelier is not known to date to the Mattison era and not a protected element of this easement.

Exhibit C-17
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor front parlor details:
(Left) Fireplace mantle and mirror detail.
(Right) Southwest bay detail.

Exhibit C-18
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor front parlor details:
(Left) Typical wall detail. Original textured wallpaper within each framed bay has been covered in white paint.
(Right) Pan-headed sconce detail. Wall sconces appear to be original and are protected elements.

Exhibit C-19
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor sitting room:
Facing northeast (top), facing northwest (bottom): The sitting room stands to the north of the central stair hall corridor. It features a projecting bay along its north wall lit by three exterior windows. A mahogany-framed, mirrored, green granite mantle stands along the east wall. The hardwood floors feature an inlaid perimeter border; the ceiling is ornately painted with gilded floral and figural patters. An ornately-painted cove molding marks the transition between the (non-original) wallpapered. plaster walls and the ceiling. A hanging globe pendant fixture lights the space. The pendant and wallpaper are not known to date to the Mattison era and are not protected elements of this easement.

Exhibit C-20
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor sitting room details:
(Top) Painted ceiling and south wall detail
(Right) Mantle detail. Note section of damaged/patched wall and cove molding to the south of the mantle.

Exhibit C-21
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor library:
Facing southwest (top); facing northeast (bottom): The library stands to the south of the central stair hall corridor. Ornate glass-doored book cases line the long east and west walls; the south end wall features three exterior windows. The ceiling features painted panels set between wood frames, with a cove transition between ceiling and walls. A mirrored mahogany and granite fireplace mantle is centered along the east wall. Floors are hardwood. An ornate gilded chandelier (not original) is suspended from the oval-shaped central ceiling panel, and sconces flank the hallway door along the north wall. The wallpaper and chandelier are not believed to date to the Mattison era and are not protected elements of this easement.

Exhibit C-22
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor library details:
(Top) Painted ceiling panel detail.
(Right) Book case detail

Exhibit C-23
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor library details:
(Top left) Mantle detail.

(Bottom right) Sconce detail.

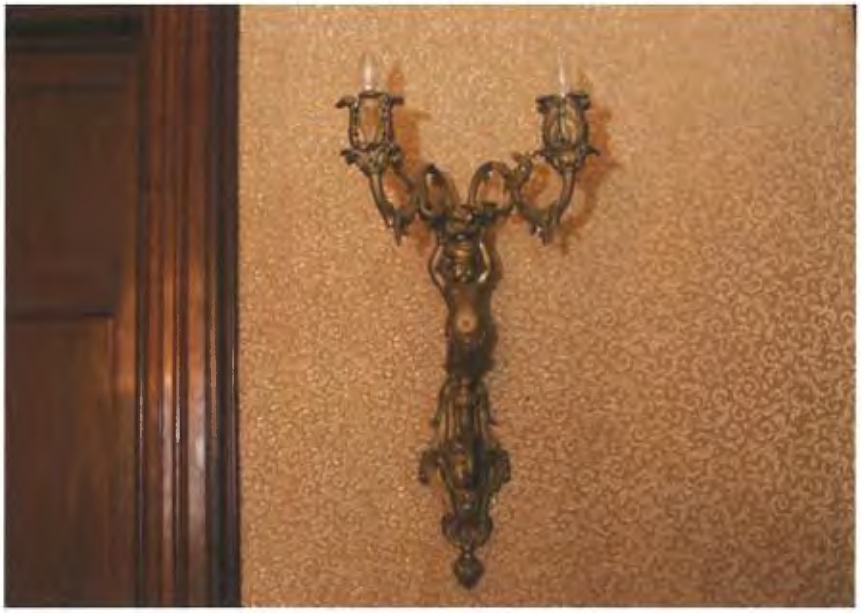


Exhibit C-24
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor dining room:
Facing northeast: The dining room stands to the east of the central stair hall corridor. It features basket-weave parquet floors with elaborate inlaid perimeter borders, painted ceiling panels, and hand painted wallpapered walls above paneled wood wainscoting. Stained glass windows light the north and south walls, and a mahogany and tile fireplace mantle dominates the east wall. Chandelier and wallpaper are not believed to date to the Mattison era and are not protected elements of this easement.

Exhibit C-25
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor dining room:
Facing east (top); facing southwest (bottom): A globed chandelier is suspended from the central ceiling panel. The fireplace surround is clad in glazed ceramic tile. Wallpaper has been removed from a large section of the west wall. Chandelier and wallpaper are not believed to date to the Mattison era and are protected elements of this easement.

Exhibit C-26
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor dining room details:
(Top) Cherub mural with axiom: "Let no one bear beyond this portal hence / words uttered here in friendly confidence."
(Bottom) Fireplace mantle detail with faience tiles.

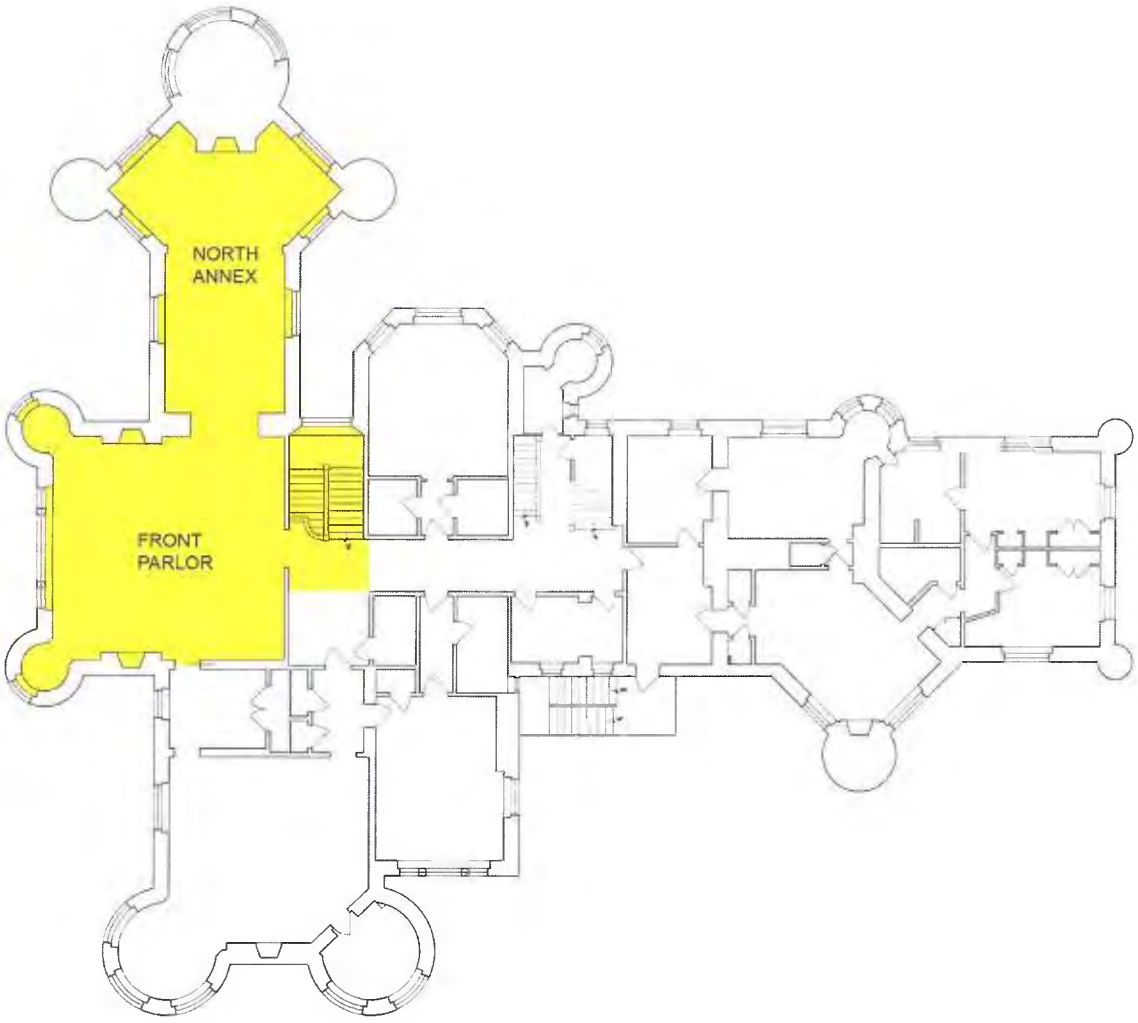
Exhibit C-27
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

First floor dining room details:
(Top) South stained glass windows.
(Bottom) North stained glass windows.

Exhibit C-28
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

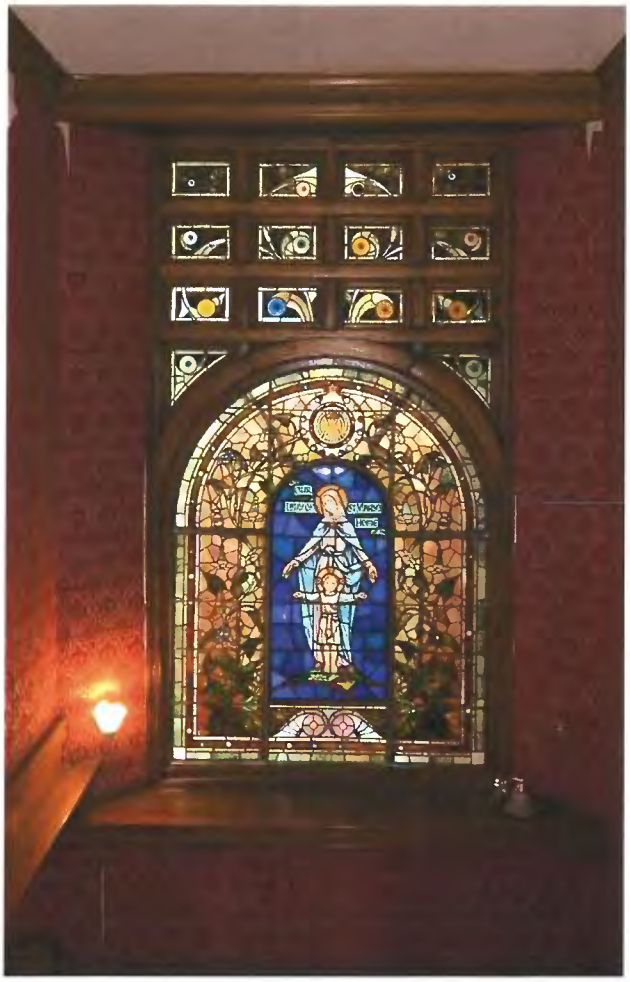
First floor dining room details: Ceiling detail, facing north. Chandelier is not believed to date to the Mattison era and is not a protected element of this easement.

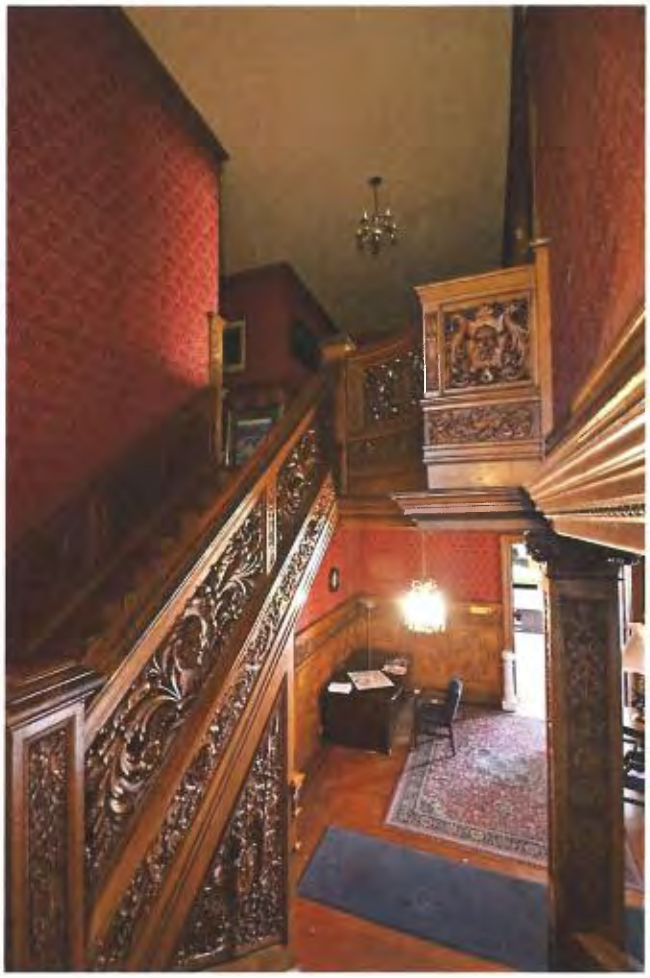
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Interior plans: Stampfl Architects

Exhibit C-30
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017





First/second floor main stairwell and landing:
Facing north (top); facing southeast (bottom): The main stairwell features a stained glass window at the landing between the first and second floor. The center portion of the window, featuring religious iconography, is a later alteration. The stain stringers, wainscoting, newel posts, and railings feature elaborate carved wood and composition ornament details. Wallpaper and light fixtures are not believed to date to the Mattison era and are not protected elements of this easement.

Exhibit C-31
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Second floor front parlor:
Facing northwest (top); facing northeast (bottom): The front parlor stands to the west of the second-floor stair hall. It features a painted, paneled ceiling, hardwood floors with inlaid borders, and paneled wood and composition ornament wainscoting. A wide stained glass window dominates the west wall; the room's northwest and southwest corners feature small turret alcoves. Matching fireplace mantles occupy the north and south walls. The east wall is lined with built-in cabinets. An open threshold to the north leads to a north annex space. Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-32
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Second floor front parlor:
Facing southwest (top); facing southeast (bottom) Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-33
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Second floor front parlor details:
(Top left) South fireplace mantle detail
(Top right) Southwest turret alcove detail
(Bottom right) East wall cabinet detail

Light fixtures do not date to the Mattison era and are not protected elements of this easement.

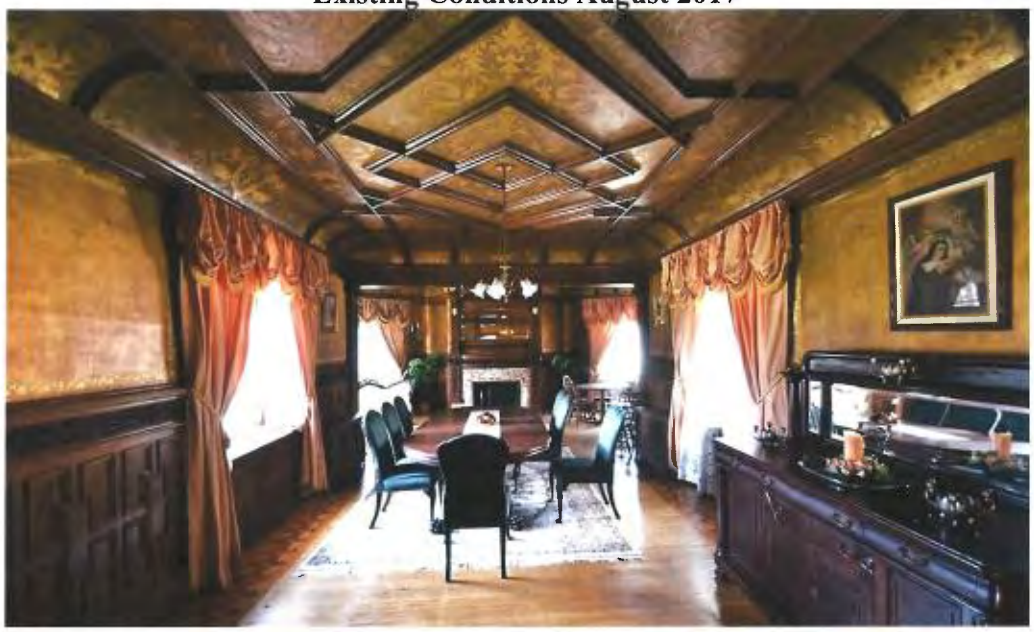
Exhibit C-34
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Second floor front parlor details:
(Top) Leaded and stained glass window detail, west wall. Stained glass window is not known to date to the Mattison era and is not a protected element of this easement.
(Bottom) Inlaid border detail

Exhibit C-35
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Second floor front parlor details:
(Top) Painted ceiling detail
(Right) Threshold between front parlor and north annex.
Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-36
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Second floor north annex:
Facing north (top); facing south (bottom): The north annex is composed of a long gallery with a large diamond-shaped alcove at its northern terminus. The gallery is lit by exterior windows along its east and west walls. The detailing of the walls, floors, and ceiling are continued from the adjacent parlor, though the ceiling also features cove moldings. Thresholds mark the transition between the gallery, alcove and parlor. Light fixtures do not date to the Mattison era and are not protected elements of this easement.

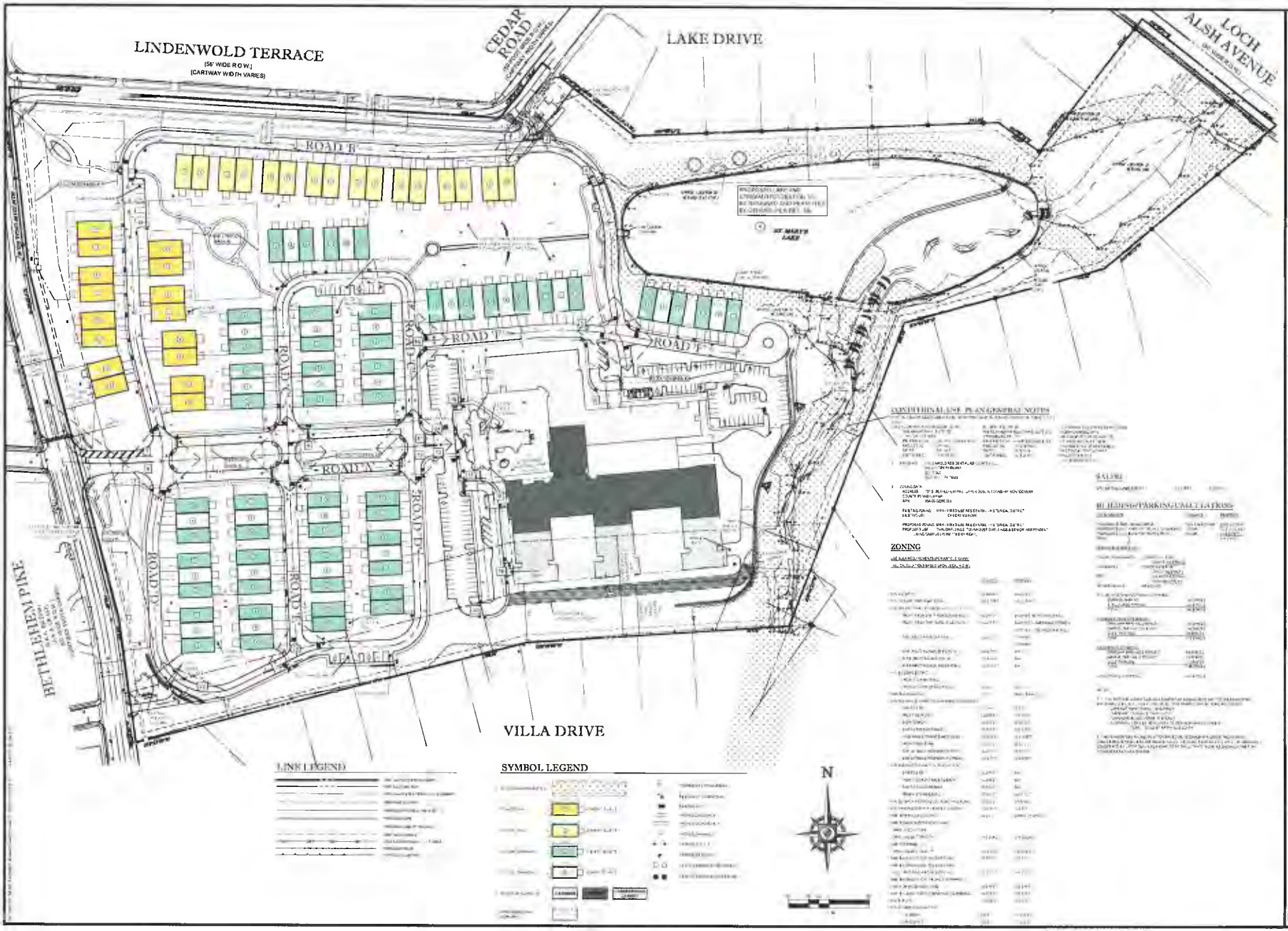
Exhibit C-37
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Second floor north annex:
(Top) North alcove facing northwest: The north alcove features exterior windows facing northwest, northeast, southeast, and southwest, with a fireplace mantle dominating the north wall. The mahogany mantle features glazed faience tiles.
(Bottom) Mantle detail

EXHIBIT D – Proposed Development Plan
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

EXHIBIT D

Proposed Development Plan



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PRELIMINARY/FINAL LAND DEVELOPMENT PLAN

FOR

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC

TAX MAP 59-00-00-115 & 116

701 S. BETHLEHEM PIKE
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PA

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CHALFONT, PENNSYLVANIA 18914
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E.A. BRITZ

PROFESSIONAL ENGINEER
PENNSYLVANIA LICENSE No. PE079833

OVERALL SITE PLAN

3

Exhibit E

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 2018, by and among **LINDENWOLD RESIDENTIAL ASSOCIATES, LLC**, a Pennsylvania limited liability company, having an address at P.O. Box 845, Bensalem, PA 19020 ("Grantor"), **THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**, a Pennsylvania not-for-profit corporation, having an address at 1608 Walnut Street, Suite 1702, Philadelphia, PA 19103 ("Grantee"), and _____, a _____, having an address at _____ (the "Escrow Agent").

WITNESSETH:

WHEREAS, simultaneously with the execution of this Agreement, Grantor and Grantee have entered into The Preservation Alliance for Greater Philadelphia Deed of Preservation Easement for the Castle at Mattison Estate/St. Mary's Villa (the "Easement") with respect to the Initial Restoration and Minimum Maintenance Program with respect to the Building (all as defined in the Easement) located on property in Upper Dublin Township, Montgomery County, Pennsylvania as more particularly described in Exhibit A of the Easement. Capitalized terms not otherwise defined herein shall have the definitions set forth in the Easement.

WHEREAS, as provided in the Easement, Grantor has delivered to Escrow Agent the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) (the "Initial Deposit"; the Initial Deposit, together with any future deposits and all earnings thereon, is referred to herein as the "Escrow Funds").

WHEREAS, Escrow Funds shall be held by Escrow Agent and disbursed in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. All interest or other earnings accruing on the Escrow Funds shall be added to the Escrow Funds and distributed in accordance with the terms of this Agreement.

2. The Escrow Funds shall be invested in such securities or instruments mutually selected by the parties or, in the absence of such agreement, deposited in a federally insured money market account with a bank selected by Grantee and controlled by Escrow Agent. In the event that the Escrow Funds have been invested in securities designated by the parties or an interest-bearing account, Escrow Agent will not be liable for any loss or impairment of the Escrow Funds not due to Escrow Agent's willful misconduct.

3. The duties of Escrow Agent are only as herein specifically provided, and are purely ministerial in nature, and Escrow Agent shall not incur any liability whatsoever except for willful misconduct or gross negligence.

4. Grantor and Grantee each hereby release and indemnify Escrow Agent from and against any act done or omitted to be done by Escrow Agent in the performance of its duties hereunder, including any mistake of fact or error of judgment, except to the extent any act or omission constitutes willful misconduct or gross negligence. Subject to the preceding sentence, Escrow Agent shall be indemnified and held harmless by Grantor and Grantee, jointly and severally, with respect to all costs and expenses incurred by the Escrow Agent, including, but not limited to, reasonable attorney's fees.

5. Escrow Agent is acting as a stakeholder only with respect to the Escrow Funds. If there is any dispute as to whether Escrow Agent is obligated to deliver the Escrow Funds, or any portion thereof, or as to whom it is to be delivered, Escrow Agent shall not be required to make any delivery, but in such event Escrow Agent may hold the same until receipt by Escrow Agent of an authorization in writing, signed by all of the parties having any interest in such dispute, directing the disposition of the Escrow Funds, or until the final determination of the rights of the parties in an appropriate proceeding.

6. In the event that Grantee becomes entitled to disbursement of a portion of the Escrow Funds pursuant to the Easement, Grantee shall provide notice to Escrow Agent, with a copy to Grantor, of the disbursement that it requires in order to remedy Grantor's failure to comply with the Minimum Maintenance Program. Ten (10) days following receipt of Grantee's request, Escrow Agent shall disburse the portion of the Escrow Funds requested to Grantee and provide notice of such disbursement to Grantor.

7. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and it may assume that any person purporting to give any notice or make any statement in connection with the provisions hereof has been duly authorized to do so.

8. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to principle of conflicts of laws.

10. Escrow Agent shall not be responsible for any failure of Grantee or Grantor to comply with covenants contained in this Escrow Agreement, or any other agreement involved in the transactions contemplated thereby. Escrow Agent shall not be responsible for inquiring into or resolving any controversy between Grantor and Grantee.

11. All notices and other communications hereunder shall be sufficient if in writing and delivered personally or if sent by telecopier, telex, facsimile machine, overnight delivery, or certified mail, return receipt requested, to the parties at the addresses set forth below or at such other addresses as a party may designate to the other parties in writing.

GRANTOR: Lindenwold Residential Associates, LLC
c/o Aquinas Realty Partners, LLC
P.O. Box 845
Bensalem, PA 19020
Telephone: (610) 585-7031
E-mail: lponcia@aquinasrealty.com
Attn: Leonard S. Poncia

GRANTEE: The Preservation Alliance for Greater Philadelphia
1608 Walnut Street
Suite 1702
Philadelphia, PA 19103
Telephone:
E-mail:
Attn:

ESCROW AGENT:

Notices delivered personally or by overnight delivery shall be effective upon delivery. Notices properly addressed and delivered by mail, return receipt requested, shall be effective upon deposit with the United States Postal Service. Notices sent by telecopier, telex, or facsimile machine shall be effective upon confirmation of transmission.

12. Grantee and Grantor acting together shall have the right to remove and replace any Escrow Agent.

13. Grantee and Grantor consent to the in personam jurisdiction of the courts of the Commonwealth of Pennsylvania and the United States District Court for the Eastern District of Pennsylvania in connection with any claim, dispute, or interpleader action arising under or in connection with this Escrow Agreement, or any other instrument or document delivered hereunder.

14. If any term or provision of this Escrow Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Escrow Agreement, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Escrow Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

GRANTOR:

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC

By: _____
Name: _____
Title: _____

GRANTEE:

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA

By: _____
Name: _____
Title: _____

ESCROW AGENT:

_____

By:_____
Name:
Title:

EXHIBIT F

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT FOR
MATTISON ESTATE/ST. MARY'S VILLA SITE RESOURCES

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT
For
MATTISON ESTATE / ST. MARY'S VILLA SITE RESOURCES

This Deed of Preservation Easement (the "Easement") is made this _____ day of _____ 2018, by **DUBLIN VILLA DEVELOPMENT**, a Pennsylvania limited liability company (the "Grantor"), and **THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**, a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania (the "Grantee").

Background

A. Grantor has legal and equitable fee simple title to the parcel of land and improvements subdivided and identified as Parcel 1 from the larger parcel known as St. Mary's Villa, located at 701 S. Bethlehem Pike, Ambler. Parcel 1 is more particularly described and depicted in Exhibit A attached hereto and part hereof (the "Property")

B. St. Mary's Villa was determined individually eligible for listing on the National Register of Historic Places by the United States Department of Interior, in a letter dated November 7, 2014.

C. St. Mary's Villa consists of a number of improvements, including the former primary residence referred to as the Castle. This building, including all facades of the building, windows and doors, and any improvements, the entirety of the visible roofs and chimneys of the building and any improvements, and the portions of the interior of the building, will be protected in a separate easement agreement and are therefore excluded from this document.

D. The "Site" includes other elements in addition to the Castle which contribute to the historic aspects of Upper Dublin Township, Montgomery County. These elements are collectively referred to as the "Site Resources" and include stone entrances, iron gates, perimeter stone walls, lake and retaining walls, the gazebo, some statuary, and the springhouse ruins. Grantee considers these Site Resources to represent a valuable example of a historic architectural style worthy of preservation and benefiting the adjacent properties.

E. Gatehouse on Lindenwold Terrace at Cedar Road and Gatehouse on Bethlehem Pike across from Church Street are both considered contributing resources on the site dating to the Mattison era period of significance and will be protected in separate easement agreements and are therefore excluded from this document.

F. Grantee is a qualified conservation organization having as its primary purpose the preservation of historic sites and structures and the conservation of historic and significant open space. Grantee is authorized to acquire and accept interests in historic sites and structures and historic and significant open space including easements.

G. Grantee is a conservation organization qualified under applicable law as an eligible donee for, *inter alia*, the donation of easements for the preservation of historically important structures.

H. The donation of the Easement to Grantee will further Grantee's goal of fostering the conservation of the region's heritage of historically significant structures with aesthetic, architectural, scenic and/or open space values.

I. Grantor and Grantee understand that Grantee has been or will be the recipient of preservation easements and open space easements in addition to the easement contained in this Easement on other properties in Pennsylvania and New Jersey.

J. The grant of this Easement will impose restrictions on the development and maintenance of the Site Resources in perpetuity (unless indicated otherwise below) and will impose on Grantor and subsequent owners certain continuing maintenance obligations affecting the Site Resources. The grant of the Easement will give Grantee and any subsequent holder of the Easement the right to enforce the terms and conditions of this Easement forever.

K. Grantor desires to grant to Grantee, and Grantee desires to accept, the Easement on terms and conditions set forth below.

TERMS AND CONDITIONS

Intending to be legally bound hereby, in consideration of the mutual promises herein contained, and in further consideration of other good and valuable consideration paid by Grantor to Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree and declare as follows:

1. Term and Grant.

Grantor hereby grants and conveys to Grantee an estate, interest and easement in the Site Resources as described in Exhibit C, for the preservation of historic, architectural values of the nature and character and to the extent set forth in this Easement, to constitute a servitude and covenant upon the Site Resources, running with the land for the benefit of and enforceable by Grantee, to have and to hold the said estate, interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses forever.

2. Scope of Grantee's Estate, Interest and Easement.

The Easement herein granted conveys to Grantee an interest in the Site Resources consisting of the benefits of the following covenants and undertakings by Grantor:

a. Without the prior written consent of Grantee, Grantor shall not cause, permit or suffer any construction, alteration, remodeling, decoration, demolition, dismantling, destruction, or other activity which would affect or alter in any material way the appearance of the Site Resources, as described in Exhibit C, except as specifically required herein pursuant to Exhibit B I & Exhibit E and/or authorized pursuant to Paragraph 7(b) hereof.

b. Grantor, at Grantor's sole expense, shall maintain the Site Resources at all times and shall keep the Site Resources in a state of good repair and shall make sure that the appearance of the Site Resources, as viewed from any location on any street on or off the site shall not be permitted to deteriorate in any material way, and to this end, Grantor agrees that it shall comply with the Restoration Program and the Minimum Maintenance Program set forth in Exhibit B III to this Easement.

c. Grantor shall not cause, permit or suffer the removal of any of the original or historic Site Features described in Exhibit C, unless consistent with the preservation and conservation objectives of this Easement and with the prior written permission of Grantee, except when the replacement of those elements is required because of imminent danger to the site, to comply with applicable codes, or if a response to the request for approval is not provided within 30 calendar days.

d. Under the terms of this Deed of Easement, the scope is limited to elements which are known to date from the Mattison period (c.1888-1936).

e. Grantor shall permit Grantee access to the Site at such reasonable times and upon reasonable prior notice as Grantee may request for the purpose of examining and testing of all structural portions of the Site, the materials and elements of the Site and such portions of the Site as are subject to the Easement.

f. Grantor acknowledges that the setting in which the Site Resources are located, including the scale, design, massing and materials of existing and new buildings or development on the site, affects the historic value of the Site and that Grantee's interest in an appropriate setting is as direct, substantial and immediate as Grantor's interest. The Grantor authorizes Grantee to protect Grantee's interest, through advocacy or litigation, in any federal, state or local board, commission, council, court or agency for appropriate preservation of existing buildings or features and/or for appropriate new development in the nearby area, except for a proposed development consistent with the development plans submitted to Upper Dublin Township on **[insert date here]**, or revised versions of these plans as accepted by the Township, so long as the revisions do not significantly alter the impact on the Site Resources.

g. Grantor shall permit Grantee to display on the Site, at its discretion, a small marker or sign evidencing its ownership of the Easement granted herein. The location, size, design and material of any such marker or sign shall be mutually acceptable to Grantor and Grantee.

3. Existing Conditions, Initial Level of Preservation, Alterations and Preservation Objectives.

a. Exhibit B-I, entitled Initial Restoration, indicates the required work, if any, necessary to be done on the Site Resources prior to the completion of development project (defined as the work indicated on the Land Development Plan dated September 15, 2017 or as otherwise scheduled therein (the "Initial Restoration"). Exhibit E, entitled Memorandum of

Agreement Between the United States Army Corps of Engineers And The Pennsylvania State Historic Preservation Officer And Lindenwold Residential Associates LLC – indicates the proposed reduction of St. Mary's Villa Lake and the restoration of the stream channel on the Site.

b. Exhibit B-I, Exhibit E and certain photographs, plans and specifications, attached hereto as Exhibit C, shall constitute the aesthetic, architectural, and historic condition in which the appearance of the Site Resources is to be maintained and preserved after completion of the work required pursuant to Paragraph 3(a) above.

c. Except as otherwise provided in this Easement, such photographs, plans and specifications set forth and described in Exhibit C, as supplemented by Exhibit B-I and Exhibit E shall constitute conclusive evidence of the appearance of the Site Resources and elements on the Site Resources which are not to be materially affected or altered pursuant to Paragraph 2(a) above and are to be maintained pursuant to Paragraphs 2(a) and 2(b) above.

d. Exhibit B-II sets forth permitted future restoration and permitted alterations to the Site Resources, however future alterations will not be limited solely to those set forth and described in Exhibit B-I, B-II & Exhibit E.

4. Rights of Grantee if Site Resources Destroyed.

In the event that the Site Resources are, by reason of fire, natural occurrences, or any other reason, damaged or destroyed, the following provisions are applicable:

a. if partially destroyed or damaged to such an extent or of such nature that the appearance of the Site Resources are altered from their appearance in the photographs, plans and specifications referred to in Paragraph 3 above, but are not totally destroyed in the reasonable judgment of Grantor and Grantee, then Grantor shall, as promptly as is practicable, restore the Site Resources to a condition so that the appearance is restored, as nearly as possible, to that shown in such photographs, plans and specifications; provided, however, that Grantor shall not be required to expend more than the proceeds of insurance received by Grantor on restorations required by this Subparagraph. In addition, Grantor and Grantee, after consultation with each other, may agree upon such other restoration that is consistent with the architectural character, including height, bulk, mass, materials and colors, and landscape character, of the remainder of the Site Resources. If Grantor and Grantee cannot agree as to whether the Site Resources are totally destroyed, or as to appropriate restoration, Grantor may request mediation by a third-party chosen by mutual agreement between Grantor and Grantee, provided that the mediator shall be experienced in historic preservation and directed that any restoration be consistent with the Secretary of the Interior's Standards for Rehabilitation; and

b. if totally destroyed, then Grantor shall not thereafter erect on the site any building the appearance of which as seen from any street on or off the site is inconsistent with the architectural character, including height, bulk, mass, materials and colors, of the historic existing buildings in the immediate vicinity.

Upon satisfactory completion of such restoration, the appearance of the Site Resources to which Paragraphs 2(a), 2(b) and 2(c) above shall apply shall be the restored appearance of the Site Resources. If Grantor shall fail to restore the Site Resources, within the time period as may typically be required for design, regulatory approvals, insurance settlements, funding procurement, and other activities related to construction as required under this Paragraph 4, Grantee shall have all the rights given it under Paragraph 5 below.

5. Remedies of Grantee.

Grantee shall have all remedies available to it at law or equity including, without limitation, the right to commence legal proceedings to seek specific performance of the terms of this Easement, to enjoin any breach of this Easement by temporary and/or permanent injunction, and/or to require the restoration of the Site Resources to the condition required by this Easement. In the event that the Grantee commences such legal or equitable proceedings, the Grantor shall reimburse Grantee for all reasonable, actual costs incurred, including attorney's fees in enforcing the provisions of this Easement unless it is determined that the Grantee's assertion that the Grantor was in breach of this Easement was substantially without merit. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. Assignment, Successors and Assigns.

a. The terms of this Easement shall constitute a covenant running with the Site for the benefit of Grantee, its successors and assigns and shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, or having any interest therein derived through Grantor. The word "Grantor" when used herein shall include all such persons whether or not such persons have signed this instrument or had any interest in the Site Resources at the time it was signed.

b. Grantor shall promptly notify Grantee in writing of a transfer of all or a portion of the Site Resources, but in no event later thirty (30) days from the date of such transfer.

c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services. Grantee may, however, assign or transfer its interest hereunder to any agency of the Commonwealth of Pennsylvania or the United States of America whose purpose includes, *inter alia*, the preservation of historically important structures and land areas; or to one or more organizations whose purpose includes, *inter alia*, the preservation of historically important structures and land areas, provided such organization has the ability to properly enforce this Easement and, further provided, that such organization is operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Code). In the event of any assignment or transfer of Grantee's interest, Grantee will require the recipient of its interest to enforce this Easement. Subject to the foregoing provisions of this Paragraph 6, the terms and conditions of this Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

7. **Reservation.**

a. Grantor reserves the free right and privilege to the use of the Site Resources for all purposes consistent with the grant. Nothing herein shall be construed to grant to the general public or any other persons, other than Grantee and its agents, the right to enter upon the Site, pursuant to Paragraph 2(d) above, for the purposes set forth herein.

b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any applicable ordinance, code or law relating to building materials, construction methods or use. In the event of any conflict between any such law and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications to the Site Resources consistent with sound preservation practices and consistent with the requirement of such law. In cases where hazardous conditions require immediate remedies, Grantor may proceed without prior Grantee approval but shall make every reasonable effort to notify Grantee and to comply with any Grantee suggestions of ways to make remedial actions compatible with the historic appearance of the Site Resources.

8. **Acceptance.**

Grantee hereby accepts the right and interest granted to it in this Easement. Grantee shall administer this Easement for the conservation and preservation of the Site Resources and to further Grantee's purposes of fostering the conservation of the region's heritage of historically significant sites and structures with aesthetic, architectural, environmental, historic, scenic and/or open space values.

9. **Grantor's Insurance.**

Grantor shall maintain, at Grantor's own cost, insurance against loss and damage to the Site Resources, written at replacement cost value and with a replacement cost endorsement, and comprehensive general liability insurance, including contractual liability, to cover Grantor's obligations under the indemnity provisions of this Easement, against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least thirty (30) days prior to the expiration date of each such policy. All insurance policies required by this section will be primary with respect to any insurance maintained by Grantee.

10. **Release and Indemnification.**

Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents, and employees, and shall defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages,

penalties, claim, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of by reason of (a) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein; or (b) any act or omission of Grantor; or (c) any loss of life, personal injury and or damages to property occurring in or around the Site Resources except to the extent caused by the gross negligence or willful misconduct of the Grantee or its agents.

11. Estoppel Certificate.

Grantee shall at any time and from time to time, within thirty (30) days after Grantor's written request, execute, acknowledge and deliver to Grantor a written instrument stating that Grantor is in compliance with terms and conditions of this Easement, or if Grantor is not in compliance with this Easement, stating what violations of this Easement exist. If this Easement is extinguished, Grantor and Grantee shall execute and acknowledge a written instrument to that effect that Grantor will cause to be recorded.

12. Condemnation and Extinguishment.

a. In the event a subsequent unexpected change in the conditions of or surrounding the Site Resources (including but not limited to a total or partial condemnation) makes impossible or impractical the continued use of the Site Resources for conservation or preservation purposes, or in the event of any extinguishment of this Easement by judicial decree, then this Easement shall be deemed to have been extinguished, and the parties will cooperate to so extinguish this Easement by judicial proceedings If it is determined that the extinguishment of this Easement was necessitated by the neglect of the Grantor, Grantee shall be entitled to a portion of the proceeds of a subsequent sale, exchange or involuntary conversion of the Site Resources determined pursuant to Subparagraph 12(c) below, which proceeds Grantee shall use in a manner consistent with the conservation and preservation purposes set forth in this Easement. b. In the event of a partial condemnation where the portion of the Site Resources not taken is capable of continued reasonable use, and provided that the portion of the Site Resources not taken contains a material portion of the Site resources subject to this Easement, and further provided that the remaining Site Resources will continue to serve the conservation and preservation purposes of this Easement, then this Easement shall remain on those portions of the Site Resources not taken by condemnation.

c. If the change in conditions described in Subpararaph 12(a) above giving rise to the termination of this Easement is caused by the neglect of Grantor, the Grantee, on a subsequent sale, exchange or involuntary conversion of the Site Resources, shall be entitled to a portion of the proceeds equal to the product of (a) that proportionate value of the perpetual conservation or preservation restrictions to the value of the Site Resources unencumbered by this Easement determined as of the date of this Easement multiplied by (b) the net proceeds from such sale or other transaction.

13. Review, Approval and Additional Costs.

Whenever the consent of the Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to requests for consent within thirty (30) days

(except under extraordinary circumstances) or such consent shall be deemed to have been given. It is further agreed that whenever the consent of Grantee is required or requested, Grantor shall bear the reasonable costs of Grantee's review, including inspections for purpose of giving estoppel certificates, and Grantor agrees that the costs for Grantee's review shall include reasonable architectural fees and Grantee's reasonable administrative expenses in processing Grantor's request.

14. Change of Site Use; No Subdivision or Assemblage Into Larger Parcel.

Grantor shall notify Grantee prior to effecting any change in use of the Site. Grantor shall be entitled to any use as permitted by the Township Ordinances. Grantor shall secure from the Township any required use and occupancy permit for the altered use. If Grantor should elect to subdivide the Site or submit the Site to a condominium regime, such shall not alter the provisions of this easement in regard to the physical appearance of the Site or the preservation provisions regarding the Site. Grantee's permission shall not be needed for a change of use, but any physical alteration to the Site Resources in connection with a change of use must be approved by Grantee pursuant to Section 2(a) hereof. In the event multiple parties shall have an ownership interest in the Site Resources, each such party shall be jointly and severally responsible to fulfill Grantor's obligations hereunder.

15. Archeological Excavation.

No archeological investigation or excavation, professional or amateur may be undertaken at the Site without the prior written approval of the Pennsylvania Historical and Museum Commission and Grantee.

16. Prohibition Against The Storage, Disposal or Handling of Waste.

Grantor shall not permit or suffer the use, storage, placement, dumping or disposal of chemicals, solid or liquid waste or hazardous material on the Site. This prohibition shall not preclude: (a) the use of chemical fertilizers and nutrients necessary or appropriate for the protection and promotion of the vegetation (including any gardens) on the site, pesticides and poisons normally used on a large urban commercial or residential property for the control of rodents or insects, provided such use and storage of such chemicals is permitted by law and regulation; and (b) the composting of biodegradable garden and household waste generated on the site.

17. Certification of Grantee's Status.

By executing this Easement, Grantor and Grantee certify, under penalty of perjury, that the Grantee is a qualified organization (as defined in Paragraph (3) of §170(h) of the Internal Revenue Code) and has a primary purpose of historic preservation and open space preservation and has the resources to manage and enforce the restrictions created by the Easement and has a commitment to do so.

18. Notices.

For all notices other than those pursuant to Paragraph 6(b), notices or other communications hereunder shall be in writing and shall be deemed to have been given:

a. if hand delivered or sent by express mail or reputable overnight delivery service or by courier, postage prepaid, then, if and when delivered to the respective parties at the below listed addresses (or at such other address as the party may hereafter designate for itself upon ten (10) days prior notice to the other party as required hereby), or

b. if mailed, then on the next business day following the date on which such communication is deposited in the U.S. mail, by first-class registered or certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself upon ten (10) days prior notice to the other party as requested hereby):

c. if electronically, via e-mail with either a return receipt provided by recipients e-mail server or by e-mailed or mailed acknowledgment of receipt by recipient.

If to Grantor:

Dublin Villa Development, LLC
c/o The Goldenberg Group, Inc.
630 Sentry Parkway, Suite 300
Blue Bell, PA 19422
Attention: Rob Fluehr
RFluehr@goldenberggroup.com

with a copy to:

Richard P. McBride, Esquire
5 Apollo Road
Plymouth Meeting, PA 19562-2390
rpm@rpmcbridelaw.com

If to Grantee:

Preservation Alliance for Greater Philadelphia
1608 Walnut Street, Suite 1702
Philadelphia, PA 19103
Attention: Paul R. Steinke, Executive Director

with a copy to:

Lawrence J. Arem, Esquire
Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
Larem@Klehr.com

Paul Leonard
Township Manager
Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034

Gilbert High, Esquire
Upper Dublin Township Solicitor
High Swartz LLP
40 E. Airy Street, P.O. Box 671
Norristown, PA 19404-0671

In the event notice is required to be given to one or more of the mortgagees who consented and subordinated to this Easement, notice shall be given in the form required and at the address indicated on any mortgagee consent.

19. Counterparts; Entire Agreement.

This document may be executed in one or more counterparts which when taken together shall be deemed to be the original. This Easement, including the Exhibits, reflect the entire agreement between Grantor and Grantee and any prior or simultaneous correspondence, understandings, agreements, and representations are null and void unless contained herein.

20. Third-Party Beneficiary.

Upper Dublin Township shall be deemed a third party beneficiary of this Easement. The third party beneficiary shall have the right, but not the obligation, to enforce this Easement in the event that the Grantee is unable or fails to act. Anything herein to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary thereof, except as provided in this paragraph.

21. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, provided that all historic determinations shall be made in accordance with the standards of the United States Secretary of the Interior.

(b) Any lawsuits in connection with this Agreement shall be brought in the Montgomery County, Pennsylvania Court of Common Pleas.

IN WITNESS WHEREOF, the parties hereto have executed this Easement the day and year first above set forth.

GRANTOR:
Dublin Villa Development,
a Pennsylvania limited liability company

_____ By: _____

GRANTEE:
The Preservation Alliance For Greater Philadelphia,
a Pennsylvania not-for-profit corporation

_____ By: _____
Paul R. Steinke, Executive Director

I CERTIFY THAT THE ADDRESS OF ABOVE-NAMED GRANTEE IS:

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
1608 Walnut Street, Suite 1702
Philadelphia, Pennsylvania, 19103
215-546-1146

_____
Paul R. Steinke
Executive Director

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the _____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared ....., Rob Fluehr, a vice-president of the Dublin Vila development, a Pennsylvania limited liability company, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself as such officer.

_____
NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the _____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared **Paul R. Steinke**, who acknowledged himself to be the Executive Director of The Preservation Alliance for Greater Philadelphia, a Pennsylvania not-for-profit corporation, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such officer.

_____
NOTARY PUBLIC

My Commission Expires:

LIST OF EXHIBITS
for
DEED OF EASEMENT
from
GRANTOR
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
For
MATTISON ESTATE / ST. MARY'S VILLA SITE RESOURCES
701 S. Bethlehem Pike, Ambler, Pennsylvania

EXHIBIT A

Legal Description of the Property

EXHIBIT B

B-I Initial Restoration

B-II Optional Future Restoration & Permitted Future Alterations

B-III Minimum Maintenance Program

EXHIBIT C

Existing Conditions

EXHIBIT D

Proposed Development Plan

EXHIBIT E

Memorandum of Agreement for St. Mary's Villa Lake Reduction and Stream Restoration

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY
for a preservation easement for the
MATTISON ESTATE SITE RESOURCES / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

CONTROL POINT ASSOCIATES, INC.
traditional methods | modern approaches
th ANNIVERSARY

New Britain Corporate Center
1600 Manor Drive, Suite 210
Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

April 17, 2018
02-140456-02

METES AND BOUNDS DESCRIPTION
PROPOSED PARCEL 1
PART OF UNIT 19, BLOCK 26
APN 54-00-02290-005
LANDS NOW OR FORMERLY
SISTERS OF THE HOLY FAMILY OF NAZARETH
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT THE INTERSECTION OF THE EASTERLY LEGAL RIGHT-OF-WAY LINE OF BETHLEHEM PIKE (A.K.A. S.R. 2018, A.K.A. L.R. 153, 60 FOOT WIDE RIGHT-OF-WAY), WITH THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF LINDENWOLD TERRACE (56 FOOT WIDE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LINDENWOLD TERRACE, SOUTH 86 DEGREES - 36 MINUTES - 30 SECONDS EAST, A DISTANCE OF 976.80 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CEDAR ROAD (50 FOOT WIDE RIGHT-OF-WAY), THENCE;

2. ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CEDAR ROAD, NORTH 38 DEGREES - 01 MINUTES - 30 SECONDS EAST, A DISTANCE OF 47.15 FEET TO A POINT, THENCE;

THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH UNIT 19, BLOCK 26:

3. SOUTH 40 DEGREES - 25 MINUTES - 12 SECONDS EAST, A DISTANCE OF 0.17 FEET TO A POINT OF CURVATURE, THENCE;

4. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 12.11 FEET, A CENTRAL ANGLE OF 37 DEGREES - 55 MINUTES - 40 SECONDS, AN ARC LENGTH OF 8.01 FEET, A CHORD BEARING SOUTH 57 DEGREES - 01 MINUTES - 24 SECONDS EAST AND A CHORD DISTANCE OF 7.87 FEET TO A POINT, THENCE;

5. SOUTH 76 DEGREES - 03 MINUTES - 59 SECONDS EAST, A DISTANCE OF 5.50 FEET TO A POINT OF CURVATURE, THENCE;

6. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 19 DEGREES - 51 MINUTES - 21 SECONDS, AN ARC LENGTH OF 4.16 FEET, A CHORD BEARING SOUTH 66 DEGREES - 08 MINUTES - 18 SECONDS EAST AND A CHORD DISTANCE OF 4.14 FEET TO A POINT OF COMPOUND CURVATURE, THENCE;

7. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 51 DEGREES - 16 MINUTES - 48 SECONDS, AN ARC LENGTH OF 34.01 FEET, A CHORD BEARING SOUTH 30 DEGREES - 34 MINUTES - 14 SECONDS EAST AND A CHORD DISTANCE OF 32.89 FEET TO A POINT, THENCE;

8. SOUTH 04 DEGREES - 43 MINUTES - 57 SECONDS EAST, A DISTANCE OF 1.11 FEET TO A POINT OF CURVATURE, THENCE;

9. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 86 DEGREES - 33 MINUTES - 50 SECONDS, AN ARC LENGTH OF 22.66 FEET, A CHORD BEARING SOUTH 48 DEGREES - 00 MINUTES - 52 SECONDS EAST AND A CHORD DISTANCE OF 20.57 FEET TO A POINT OF REVERSE CURVATURE, THENCE;

10. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 123.97 FEET, A CENTRAL ANGLE OF 63 DEGREES - 43 MINUTES - 43 SECONDS, AN ARC LENGTH OF 137.89 FEET, A CHORD BEARING SOUTH 59 DEGREES - 26 MINUTES - 14 SECONDS EAST AND A CHORD DISTANCE OF 130.89 FEET TO A POINT, THENCE;

11. SOUTH 26 DEGREES - 16 MINUTES - 48 SECONDS EAST, A DISTANCE OF 6.00 FEET TO A POINT, THENCE;

12. NORTH 65 DEGREES - 10 MINUTES - 28 SECONDS EAST, A DISTANCE OF 6.26 FEET TO A POINT, THENCE;

13. NORTH 36 DEGREES - 50 MINUTES - 58 SECONDS EAST, A DISTANCE OF 96.42 FEET TO A POINT, THENCE;

14. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNITS 13, 12, 11, 10, 9, 8 AND 7, BLOCK 26H, NORTH 87 DEGREES - 39 MINUTES - 12 SECONDS EAST, A DISTANCE OF 723.39 FEET TO A POINT, THENCE;

15. ALONG THE DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNIT 7, BLOCK 26H, SOUTH 55 DEGREES - 01 MINUTES - 35 SECONDS EAST, A DISTANCE OF 99.45 FEET TO A POINT, THENCE;

16. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNITS 7 AND 6, BLOCK 26H, NORTH 37 DEGREES - 56 MINUTES - 23 SECONDS EAST, A DISTANCE OF 307.41 FEET TO A POINT ON THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE LOCH ALSH AVENUE (50 FOOT WIDE RIGHT-OF-WAY), THENCE;

17. ALONG THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE LOCH ALSH AVENUE, SOUTH 52 DEGREES - 03 MINUTES - 37 SECONDS EAST, A DISTANCE OF 332.73 FEET TO A POINT, THENCE;

18. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNITS 24, BLOCK 26E, 42, 26, AND 27, SOUTH 49 DEGREES - 58 MINUTES - 25 SECONDS WEST, A DISTANCE OF 421.53 FEET TO A POINT, THENCE;

19. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNIT 27, BLOCK 26E, 28, 29 AND 30, SOUTH 74 DEGREES - 40 MINUTES - 59 SECONDS WEST, A DISTANCE OF 410.62 FEET TO A POINT, THENCE;

20. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26, UNIT 30, BLOCK 26E AND UNITS 1, 3, 4, AND 6, BLOCK 26A, SOUTH 20 DEGREES - 44 MINUTES - 22 SECONDS WEST, A DISTANCE OF 644.48 FEET TO A POINT, THENCE;

21. ALONG THE DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNIT 1, BLOCK 26G, SOUTH 86 DEGREES - 18 MINUTES - 00 SECONDS WEST, A DISTANCE OF 57.18 FEET TO A POINT, THENCE;

THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PROPOSED PARCEL 1 AND PROPOSED PARCEL 2:

22. NORTH 00 DEGREES - 57 MINUTES - 27 SECONDS EAST, A DISTANCE OF 275.50 FEET TO A POINT, THENCE;

23. NORTH 29 DEGREES - 39 MINUTES - 31 SECONDS EAST, A DISTANCE OF 153.77 FEET TO A POINT, THENCE;

24. NORTH 05 DEGREES - 06 MINUTES - 50 SECONDS WEST, A DISTANCE OF 124.68 FEET TO A POINT, THENCE;

25. NORTH 22 DEGREES - 52 MINUTES - 11 SECONDS EAST, A DISTANCE OF 28.27 FEET TO A POINT, THENCE;

26. NORTH 67 DEGREES - 07 MINUTES - 49 SECONDS WEST, A DISTANCE OF 27.64 FEET TO A POINT OF CURVATURE, THENCE;

27. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 92 DEGREES - 54 MINUTES - 39 SECONDS, AN ARC LENGTH OF 64.86 FEET, A CHORD BEARING SOUTH 40 DEGREES - 27 MINUTES - 42 SECONDS WEST AND A CHORD DISTANCE OF 57.99 FEET TO A POINT, THENCE;

28. NORTH 90 DEGREES - 00 MINUTES - 00 SECONDS WEST, A DISTANCE OF 11.57 FEET TO A POINT OF CURVATURE, THENCE;

29. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 8 DEGREES - 10 MINUTES - 37 SECONDS, AN ARC LENGTH OF 21.41 FEET, A CHORD BEARING NORTH 85 DEGREES - 54 MINUTES - 41 SECONDS WEST AND A CHORD DISTANCE OF 21.39 FEET TO A POINT, THENCE;

30. NORTH 81 DEGREES - 49 MINUTES - 23 SECONDS WEST, A DISTANCE OF 140.75 FEET TO A POINT, THENCE;

31. NORTH 80 DEGREES - 07 MINUTES - 23 SECONDS WEST, A DISTANCE OF 93.84 FEET TO A POINT, THENCE;

32. NORTH 81 DEGREES - 06 MINUTES - 31 SECONDS WEST, A DISTANCE OF 53.05 FEET TO A POINT, THENCE;

33. NORTH 83 DEGREES - 28 MINUTES - 14 SECONDS WEST, A DISTANCE OF 12.33 FEET TO A POINT, THENCE;

34. NORTH 85 DEGREES - 53 MINUTES - 05 SECONDS WEST, A DISTANCE OF 48.45 FEET TO A POINT OF CURVATURE, THENCE;

35. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 726.00 FEET, A CENTRAL ANGLE OF 7 DEGREES - 13 MINUTES - 37 SECONDS, AN ARC LENGTH OF 91.57 FEET, A CHORD BEARING SOUTH 88 DEGREES - 35 MINUTES - 34 SECONDS WEST AND A CHORD DISTANCE OF 91.51 FEET TO A POINT, THENCE;

36. SOUTH 84 DEGREES - 58 MINUTES - 46 SECONDS WEST, A DISTANCE OF 203.55 FEET TO A POINT OF CURVATURE, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PROPOSED PARCEL 1 AND PROPOSED PARCEL 3:

37. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 39 DEGREES - 22 MINUTES - 02 SECONDS, AN ARC LENGTH OF

19.93 FEET, A CHORD BEARING SOUTH 65 DEGREES - 17 MINUTES - 45 SECONDS WEST AND A CHORD DISTANCE OF 19.54 FEET TO A POINT, THENCE;

38. SOUTH 05 DEGREES - 06 MINUTES - 46 SECONDS EAST, A DISTANCE OF 621.17 FEET TO A POINT, THENCE;

39. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNITS 6, 7, 8, 9, AND 10, BLOCK 26G, SOUTH 75 DEGREES - 23 MINUTES - 30 SECONDS WEST, A DISTANCE OF 637.79 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BETHLEHEM PIKE, THENCE;

40. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF BETHLEHEM PIKE, NORTH 07 DEGREES - 51 MINUTES - 00 SECONDS WEST, A DISTANCE OF 74.27 FEET TO A POINT, THENCE;

THE FOLLOWING EIGHT (8) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PROPOSED PARCEL 1 AND PROPOSED PARCEL 4:

41. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 4 DEGREES - 02 MINUTES - 16 SECONDS, AN ARC LENGTH OF 0.70 FEET, A CHORD BEARING NORTH 82 DEGREES - 16 MINUTES - 52 SECONDS EAST AND A CHORD DISTANCE OF 0.70 FEET TO A POINT, THENCE;

42. NORTH 80 DEGREES - 15 MINUTES - 44 SECONDS EAST, A DISTANCE OF 66.05 FEET TO A POINT OF CURVATURE, THENCE;

43. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 45 DEGREES - 12 MINUTES - 00 SECONDS, AN ARC LENGTH OF 18.93 FEET, A CHORD BEARING NORTH 57 DEGREES - 39 MINUTES - 44 SECONDS EAST AND A CHORD DISTANCE OF 18.45 FEET TO A POINT, THENCE;

44. NORTH 35 DEGREES - 03 MINUTES - 44 SECONDS EAST, A DISTANCE OF 2.43 FEET TO A POINT OF CURVATURE, THENCE;

45. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 85 DEGREES - 04 MINUTES - 11 SECONDS, AN ARC LENGTH OF 20.79 FEET, A CHORD BEARING NORTH 07 DEGREES - 28 MINUTES - 22 SECONDS WEST AND A CHORD DISTANCE OF 18.93 FEET TO A POINT OF REVERSE CURVATURE, THENCE;

46. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 47 DEGREES - 35 MINUTES - 42 SECONDS, AN ARC LENGTH OF 98.02 FEET, A CHORD BEARING NORTH 26 DEGREES - 12 MINUTES - 36 SECONDS WEST AND A CHORD DISTANCE OF 95.23 FEET TO A POINT, THENCE;

47. NORTH 02 DEGREES - 24 MINUTES - 45 SECONDS WEST, A DISTANCE OF 22.42 FEET TO A POINT, THENCE;

48. SOUTH 82 DEGREES - 09 MINUTES - 00 SECONDS WEST, A DISTANCE OF 57.41 FEET TO A POINT ON THE EASTERLY LEGAL RIGHT-OF-WAY LINE OF BETHLEHEM PIKE, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF BETHLEHEM PIKE:

49. NORTH 07 DEGREES - 51 MINUTES - 00 SECONDS WEST, A DISTANCE OF 29.27 FEET TO A POINT, THENCE;

50. NORTH 14 DEGREES - 29 MINUTES - 00 SECONDS WEST, A DISTANCE OF 716.28 FEET TO A POINT, THENCE;

51. NORTH 06 DEGREES - 08 MINUTES - 09 SECONDS WEST, A DISTANCE OF 333.97 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,519,833 SQUARE FEET OR 34.891 ACRES

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

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "SUBDIVISION PLAN FOR LINDENWOLD RESIDENTIAL ASSOCIATES, LLC, THE MATTISON ESTATES, 701 S. BETHLEHEM PIKE, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA", PREPARED BY BOHLER ENGINEERING, INC., DATED 1-9-2018, REVISED 1-23-2018, PROJECT NO. PC131158.02, SHEET 1 OF 2.

CONTROL POINT ASSOCIATES, INC.

4/17/2018

JAMES C. WEED, P.L.S. DATE
COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL LAND SURVEYOR # SU075250

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PREPARED BY: SCH
REVIEWED BY: DKH

EXHIBIT B.I – INITIAL RESTORATION
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA SITE RESOURCES
701 S. Bethlehem Pike, Ambler PA

Initial Restoration

All work shall be in accordance with drawings and specifications which shall be submitted to and approved by Grantee prior to the start of work. The scope outlined below is permitted to be altered if agreed to by the Grantor and Grantee, and concurred to by the Township.

Owner shall cause the following work to be performed on the Site Resources within two years of receiving pertinent township and third-party approvals such that construction activity is permitted to begin on the site of the Senior Housing project, unless noted otherwise below.

Please note that work on the Castle and the Gatehouse at Bethlehem Pike and the Gatehouse at Lindenwold Terrace are covered under separate easements and as such are explicitly excluded from this Deed of Easement.

SUNKEN GARDEN

There is no initial restoration related to the Sunken Garden required by this Deed of Easement.

STONE ENTRANCES AND IRON GATES

Masonry
Perform initial restoration consistent with "Perimeter Stone Walls" below.

Metalwork
At the three entrance gates (Bethlehem Pike at Church Street, corner of Bethlehem Pike & Lindenwold Terrace, and Lindenwold Terrace at Cedar Road), check for deteriorated paint and rust. Remove rust and deteriorated paint, prime with zinc rich primer, and repaint.

PERIMETER STONE WALLS

Perform a one-time mortar analysis to determine the appropriate type and ratio of cement, lime, and aggregate for the mortar to be used during future repairs.

Remove trees, weeds, and vines which have taken root in the mortar joints of the walls.

Rebuild the wall at locations where stone has fallen, become significantly dislodged from adjacent stone, or become displaced with sufficient mortar loss that stone can be easily dislodged by hand. To the extent practically possible, reuse stone from the wall for repairs.

LAKE AND RETAINING WALLS

Perform work consistent with Memorandum of Agreement for St. Mary's Villa Lake Reduction and Stream Restoration (Exhibit E). Statuary located on the island will be retained consistent with the Memorandum of Agreement for St. Mary's Villa Lake Reduction and Stream Restoration (Exhibit E). This work is to be performed within the timeframe listed above, regardless of the status of the Villa Lake Reduction and Stream Restoration project.

GAZEBO

Masonry

Stabilize the structural cracks in the gazebo through the use of tension cables at the base of the roof, or other approved method. Repair cracks anywhere mortar is missing to a depth of ½" or greater, using a mortar mix determined from a mortar analysis to determine the type and ratio of cement, lime, and aggregate.

Roof & Ceiling

Repair the wood shingled roof, replacing damaged shingles and metal flashing in-kind. Repair the beaded board ceiling, replacing damaged boards in-kind. Reattach displaced metal cresting and repair metal elements. Prep prime and repaint painted metal and wood elements.

FORMAL GARDENS

There is no initial restoration related to the Formal Gardens required by this Deed of Easement.

STATUARY

Retain the following statues in their current locations. Statues may be removed if necessary to facilitate construction, with the understanding that they be returned to their current locations upon completion of construction.

- Statue located at Loch Linden Lake, Exhibit C 11
- Large fountain on south side of Castle, Exhibit C 7
- Statues (16) on and at site walls at "Bridge" near Gazebo, Exhibit C 9
- Statues (4) on the Gate at the intersection of Lindenwold Terrace and Bethlehem Pike, Exhibit C 1

Repair or restoration of these statues is not a requirement, with the exception of the Angel statue located at Loch Linden Lake, Exhibit C 11, which is to be kept in an intact condition.

See Exhibit B.II for a discussion of other statuary on the Property.

SPRINGHOUSE

There is no initial restoration related to the Springhouse required by this Deed of Easement.

EXHIBIT B.II – PERMITTED FUTURE RESTORATION & ALTERATIONS
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA SITE RESOURCES
701 S. Bethlehem Pike, Ambler PA

Optional Future Restoration & Permitted Future Alterations

Restoration is the making of changes to the existing Site Resources to return the Resources back to its original or historic condition. These changes are permitted, but are not required. Alterations are changes which are permitted but which do not bring the Resources back to their original or historic conditions.

Grantor is permitted, but not required, to restore and to make certain alterations to the Resources as set forth below. Notification to the Grantee of the intent to perform such work is required, with the understanding that approval of such work may not be unreasonably withheld and that such approval will not take more than 30 calendar days. Work not listed below also may be permitted with the approval of the Grantee.

All work shall be in accordance with drawings, specifications, descriptions, or any other acceptable form of documentation which shall be submitted to and approved by Grantee prior to the start of work. In order to facilitate timely review and approval, Grantor may submit conceptual and design proposals prior to the start of any construction drawings and specifications. Grantee has the right to waive the submission of documentation.

Restoration and alterations shall comply with *The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (2017), especially "Guidelines for Rehabilitating Historic Buildings."

Please note that work on the Castle and the Gatehouse at Bethlehem Pike and the Gatehouse at Lindenwold Terrace are covered under a separate easement and as such are explicitly excluded from this Deed of Easement.

GENERAL

Grantor may replace materials in-kind (matching material, configuration, and finish). If in-kind materials are not reasonably available, compatible replacement materials may be permitted. Grantor may restore missing original elements if such restoration work is based on photographic, physical, or other documentary evidence.

SUNKEN GARDEN

This area is to be retained as an open area, with the remains of the existing sunken garden allowed to be removed, although it is preferable that the retaining walls associated with the garden remain intact. Limited infill is proposed for the site and may obscure a portion of the exposed wall and other features of the garden, as long as the arcature band remains visible.

The retaining wall and land bridge to the east of the sunken garden will be retained. Statuary in this area will be treated consistent with the "Statuary" section outlined elsewhere in Exhibit B.II & B.III.

STONE ENTRANCES AND IRON GATES

The removal of St. Mary's Home signage at the corner of Bethlehem Pike & Lindenwold Terrace is permitted, but discouraged.

Otherwise, these elements shall be maintained as per Exhibit B.III "Minimum Maintenance Requirements."

PERIMETER STONE WALLS

Creation of a new vehicular entry, including the removal of a portion of the perimeter stone wall and the addition of new pier elements to define entry, is permitted. The new pier elements must be distinguishable, but keeping in line with the historic character of the site walls and other gate entrances. Stone removed to create the entrance should be stored in site for quarrying when needed.

Otherwise, these elements shall be maintained as per Exhibit B.III "Minimum Maintenance Requirements."

LAKE AND RETAINING WALLS

These elements are permitted to be modified consistent with the documents entitled "St. Mary's Villa Stream Restoration" prepared by Skelley & Loy (Exhibit E).

Portions of the walls will be removed consistent with Exhibit D. The remaining walls are to be retained in their current state, with no intervention required and can be removed if condition becomes hazardous. The spillway is to remain intact following any alterations to Loch Linden.

GAZEBO

This element shall be maintained as per Exhibit B.III "Minimum Maintenance Requirements."

FORMAL GARDENS

This area is to be retained as an open area, with the remains of the existing formal garden allowed to be removed. Statuary in this area will be treated consistent with the "Statuary" section outlined elsewhere in Exhibit B.II. & B.III.

Consistent with the Land Development Plan, Exhibit D, a driveway with landscaped median is permitted.

STATUARY

The Statuary identified in Exhibit B.I is intended to remain in its current locations. Relocation / removal may be permitted with the approval of the Grantee and the Township. Temporary relocation on or off site is permitted during construction for the purposes of protecting the statues with the approval of the Grantee and the Township.

Other landscape statuary identified as having artistic or historic value by the Assessment executed as a precursor to this easement may be retained in place, moved to another location on site, or removed from the site. The Grantee is to be notified at least 30 days prior to the removal of any statuary in this category, so as to provide the Grantee with the opportunity to find a potential recipient to remove and take possession of it. Any statuary may be repaired, replaced in kind, left in place in a non-functioning condition, or removed if in poor condition, with the exception of the Angel statue located at Loch Linden Lake, Exhibit C 11, which is to be kept in an intact condition.

The retention of statuary does not carry an obligation for maintenance, preservation, or restoration; as such, this scope is not covered by this Deed of Easement. The Grantor may choose to repair, preserve, restore, or replicate statuary; repairs or replacement may be performed either in-kind or with compatible materials.

SPRINGHOUSE

The Springhouse is to remain as an intact ruin.

EXHIBIT B.III – MINIMUM MAINTENANCE PROGRAM
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA SITE RESOURCES
701 S. Bethlehem Pike, Ambler PA

It is the Grantor's responsibility to maintain the Site Resources, to comply with all applicable codes and ordinances, and to take adequate provisions for the protection of life and property. It is understood that the below maintenance program is to be undertaken by the Grantor and is separate and independent of the regular inspections undertaken by the Grantee. To the extent that Grantee's interest is involved, Grantor shall adhere to a maintenance schedule with respect to the property at least as stringent as that set forth below. Grantor shall keep reasonable records with respect to inspection and replacement and shall make such records available for inspection by Grantee at the property during normal working hours, upon written notice from Grantee.

SUNKEN GARDEN
This area is to be retained as an open area. Any statuary in this area will be treated consistent with the Minimum Maintenance requirements outlined in the "Statuary" section below.

STONE ENTRANCES & IRON GATES
Inspection Schedule: Once per Year.

Operation:

a. Check the Stone Entrances and Iron Gates following the Maintenance Program outlined above for the following elements:
    1. Stonework & Masonry
    2. Metal Railings, Gates, and Grilles

PERIMETER STONE WALLS
Inspection Schedule: Once per Year.

Operation:

a. Check the Perimeter Stone Walls following the Maintenance Program outlined above for the following elements:
    1. Stonework & Masonry

LAKE & RETAINING WALLS
Inspection Schedule: Once per Year.

Operation:

a. Check the Lake & Retaining Walls to assess the general condition of the Angel Statue and the island upon which it rests.

GAZEBO
Inspection Schedule: Once per Year.

Operation:

a. Check the Gazebo will receive the Maintenance Program outlined above for the following elements:
    1. Stonework & Masonry
    2. Metal Railings, Gates, and Grilles
    3. Roof (replacing the word "slate" with "shingles")
    4. Flashing
    7. Woodwork
    10. Paint
    12. Structural Elements

FORMAL GARDENS
This area is to be retained as an open area. Any statuary in this area will be treated consistent with the Minimum Maintenance requirements outlined in the "Statuary" section below.

STATUARY
Inspection Schedule: Once per Year.

Operation:

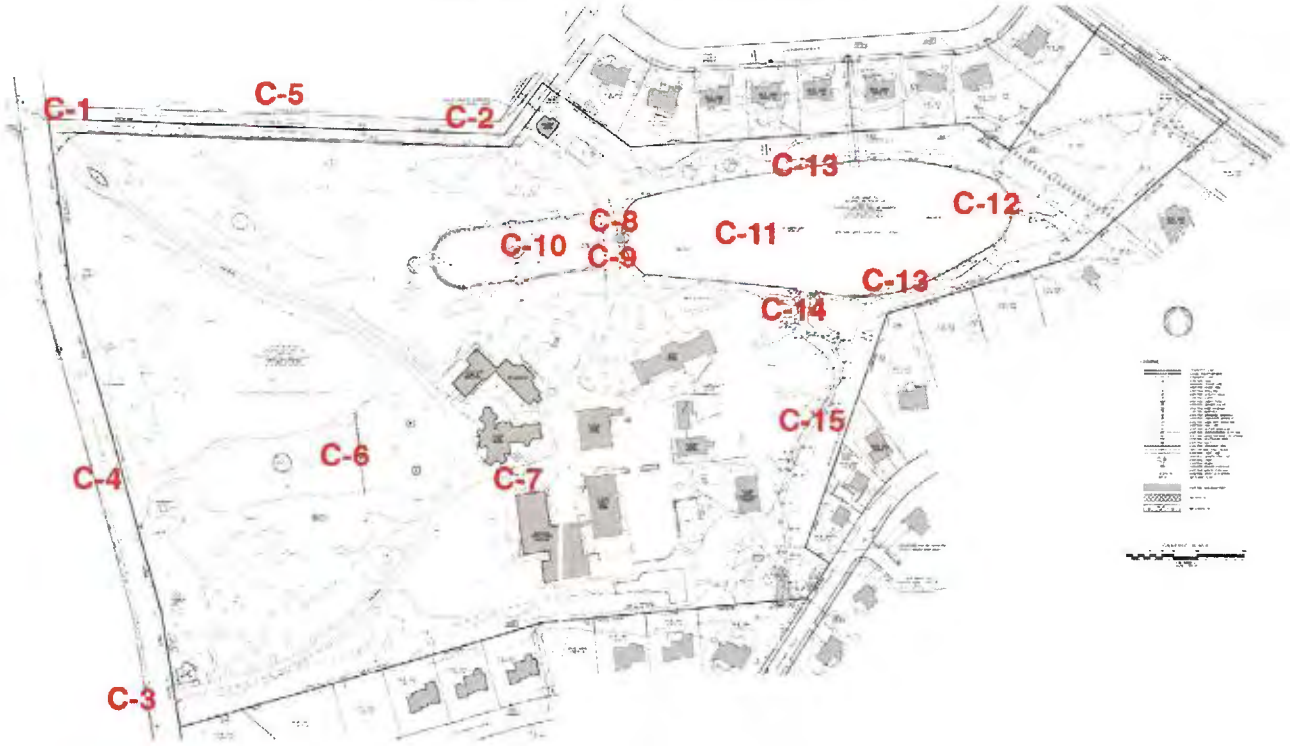
a. Perform a general review of historic statuary identified in Exhibit B.I to assess its general condition. The Grantor is encouraged, but not obligated, to undertake restoration of this statuary, with the exception of the Angel statue at Loch Linden Lake, which is to be kept in an intact condition.
b. Perform a general review of the other historic statuary remaining on the property to assess its general condition. Signs of deterioration or failure are to be noted. The Grantor is encouraged, but not obligated, to undertake restoration of this statuary.
c. Restoration, if undertaken, shall include the following:
    - Retain original pieces whenever possible, without the application of any surface treatment or covering. Infill holes and open cracks with appropriate fill that matches surrounding in color, texture, and appearance.
    - If significant cracks, surface spalling, or material deterioration is found, review condition with qualified materials conservator.
    - Clean statuary with materials and techniques which will not damage statuary. Sandblasting, wire brushes, grinders, sanding discs, and other abrasive methods shall not be used, nor shall any harsh chemical which weakens the masonry be applied.
    - Any restoration procedures shall be based on test patches performed in an inconspicuous location on the statuary.
    - Any restoration procedures shall be reviewed and approved by Grantee prior to start of work.

SPRINGHOUSE
Inspection Schedule: Once per Year.

Operation:

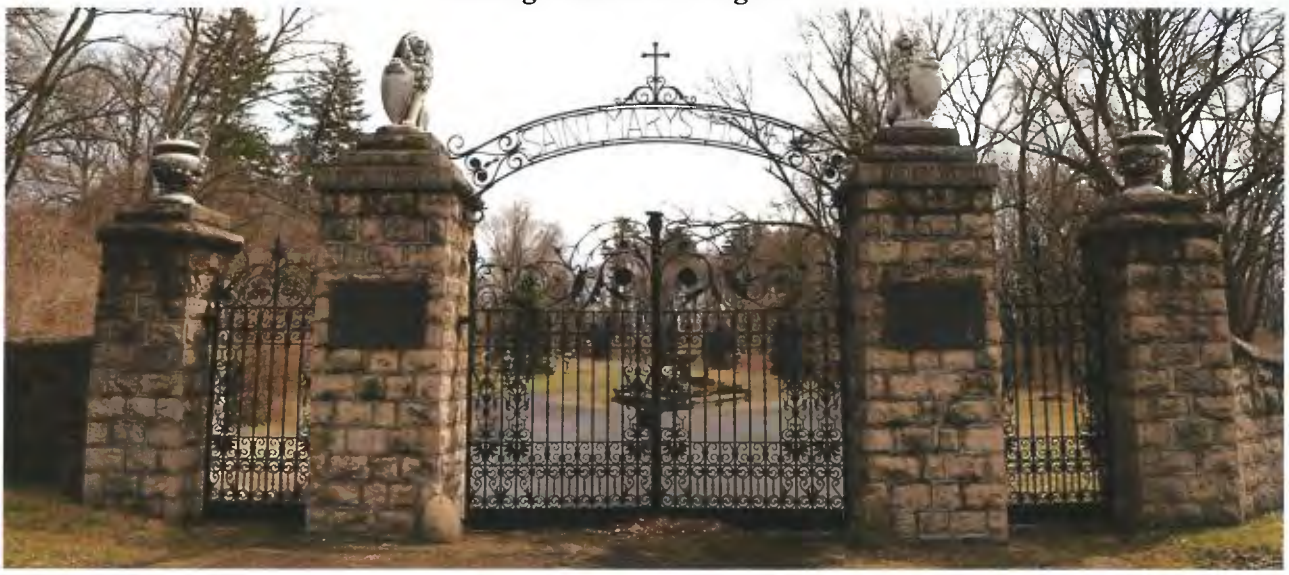
d. The area around the Springhouse is to be kept clear of brush, trees, shrubs, and invasive growth species, and no elements associated with the ruins are permitted to be removed or relocated.
e. No route maintenance other than noted above is required.

Exhibit C-0
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Protected Site Features :
C-1: Main Gate
C-2: Lindenwold Gate
C-3: Bethlehem Gate
C-4: Bethlehem Pike Perimeter Wall
C-5: Lindenwold Terrace Perimeter Wall
C-6: Formal Garden
C-7: Bronze Fountain
C-8: Gazebo
C-9: Land Bridge and Statuary
C-10: Sunken Garden Walls
C-11: Angel Island and Statuary
C-12: Loch Linden Archway
C-13: Loch Linden Retaining Walls
C-14: Loch Linden Spillway
C-15: Springhouse Ruin
C-16: Miscellaneous Statuary (throughout site)

Exhibit C-1
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Main Gate
Top: Facing southeast
Bottom left: Gate detail facing northwest
Center right: Lion statuary detail
Bottom right: Urn detail

The main gate stands at the northwest corner of the grounds at the intersection of Bethlehem Pike and Lindenwold Terrace. Four fieldstone posts frame a central double-leaf gate flanked by a pair of single-leaf side gates, all featuring ornate wrought-iron ornamentation. Stone lions and urns cap the posts; the taller central pair is each inscribed "Lindenwold." The two bronze plaques and an arched wrought-iron "Saint Mary's Home" sign spanning between the central posts do not date to the Mattison era and are not protected by this easement.

Exhibit C-2
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Lindenwold Gate
Top: Facing northwest
Right: Side gate detail

The Lindenwold Gate stands on the north side of the grounds adjacent to the Lindenwold Gatehouse. It features a pair of castellated fieldstone arches embellished with buttresses, arcatures, and crenellated rooflines. Ornate single-leaf wrought-iron gates span each flanking pointed archway.

Exhibit C-3
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Bethlehem Gate
Top: Facing west
Right: Gate detail

The Bethlehem Gate stands at the southwest corner of the grounds adjacent to the Bethlehem Gatehouse. Is it composed of simple unadorned fieldstone piers with a single wrought-iron gate.

Exhibit C-4
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Bethlehem Pike perimeter wall:
A low fieldstone wall marks the perimeter of the property along Bethlehem Pike. The wall features random ashlar and rubble coursing topped by semi-rounded capstones and marked intermittently by square posts.

Exhibit C-5
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

Lindenwold Terrace perimeter wall:
A low fieldstone wall marks the perimeter of the property along Lindenwold Terrace. The wall generally features random ashlar and rubble coursing topped by semi-rounded capstones. It sits adjacent to a concrete sidewalk running parallel to Lindenwold Terrace.

Exhibit C-6
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Formal Garden
Top: Facing west from Castle roof
Bottom left: Raised bed at western end of lower lawn (facing east)
Bottom right: Stone wall and steps between upper and lower lawns (facing east)

A two-tiered formal garden lies to the west of, and on axis with, the Main Castle. It features a wide upper lawn and a long lower lawn separated by a low stone retaining wall and steps. The upper lawn features a central circular hedgerow flanked by two circular planters. The lower yard features a circular stone planting bed and two rows of hedges running down its center.

Exhibit C-7
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Bronze Fountain
Left: A large cast bronze fountain is located directly to the south of the Main Castle.
Above: The fountain sits on a stone base in the center of a circular stone basin.

Exhibit C-8
for a Preservation Easement: Mattison Estate Castle Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Gazebo
Left: Facing east
Top right: Iron gate detail
Bottom right: Interior ceiling detail

An octagonal gazebo structure stands to the west of Loch Linden midway along a land bridge separating the lake from a sunken garden to the west. The fieldstone gazebo features open pointed arches, an arcature band, and is capped by a broad overhanging shingled roof with blind shingled dormers capped by cresting and finials. An eagle statue marks the pinnacle of the peaked roof. The gazebo interior is covered by a painted beadboard ceiling. A low wrought-iron gate spans the east-facing arch and includes "Loch Linden" lettering.

Exhibit C-9
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Land Bridge and Statuary
Above: Facing south
Below: (Left to Right) Sphinx (typical); Guardian Dog (typical); Lion (typical); Urn

The land bridge carries a paved drive between Loch Linden and the adjacent sunken garden to the west. The bridge is lined along each side by a stone wall. Stone sphinxes sit atop each of the four end piers. The eastern wall (facing the lake) features five stone Chinese-style guardian dog statues; the western wall (facing the garden) features four Chinese-style guardian dog statues and two stone lions. A half-round redoubt opposite the gazebo features an ornamented stone urn planter.

Exhibit C-10
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Sunken Garden Walls
Top: Facing east
Bottom: Facing west

A sunken garden to the west of the lake is enclosed by a perimeter stone retaining wall of varying height. Its most prominent portion is the exposed western face of the adjacent land bridge, embellished with an ornamental arcature band.

Exhibit C-11
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Angel Island and Statuary:
Facing south (top) and east (right)

A round concrete podium in the middle of Loch Linden supports a marble statue depicting an angel and two children. The podium and statuary stand on axis with the gazebo to the west and a stone arch to the east.

Exhibit C-12
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Loch Linden Arch:
Facing northeast (top) and northwest (right)

The eastern head of Loch Linden is marked by a stepped fieldstone arch and causeway. The west face of the arch is capped by an arcature band.

Exhibit C-13
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Loch Linden retaining walls:

The perimeter of Loch Linden is defined by concrete-faced stone retaining walls with low square piers. The condition of the wall varies greatly, with some areas of deterioration and displacement.

Exhibit C-14
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Loch Linden spillway (facing west):

A concrete-faced spillway is located along the southern edge of Loch Linden.

Exhibit C-15
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Springhouse ruin (facing east):
A former fieldstone springhouse stands in ruins at the eastern edge of the grounds. These ruins are to be retained in their current state, with no intervention required.

Exhibit C-16
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

Urns:
Urns in a variety of materials and styles are located throughout the grounds, particularly in the formal and sunken gardens.

Lanterns:
Japanese stone lanterns of various designs are located along the main drive and in the formal garden.

Miscellaneous statuary

Left: Bronze vulture on stone base near Castle.

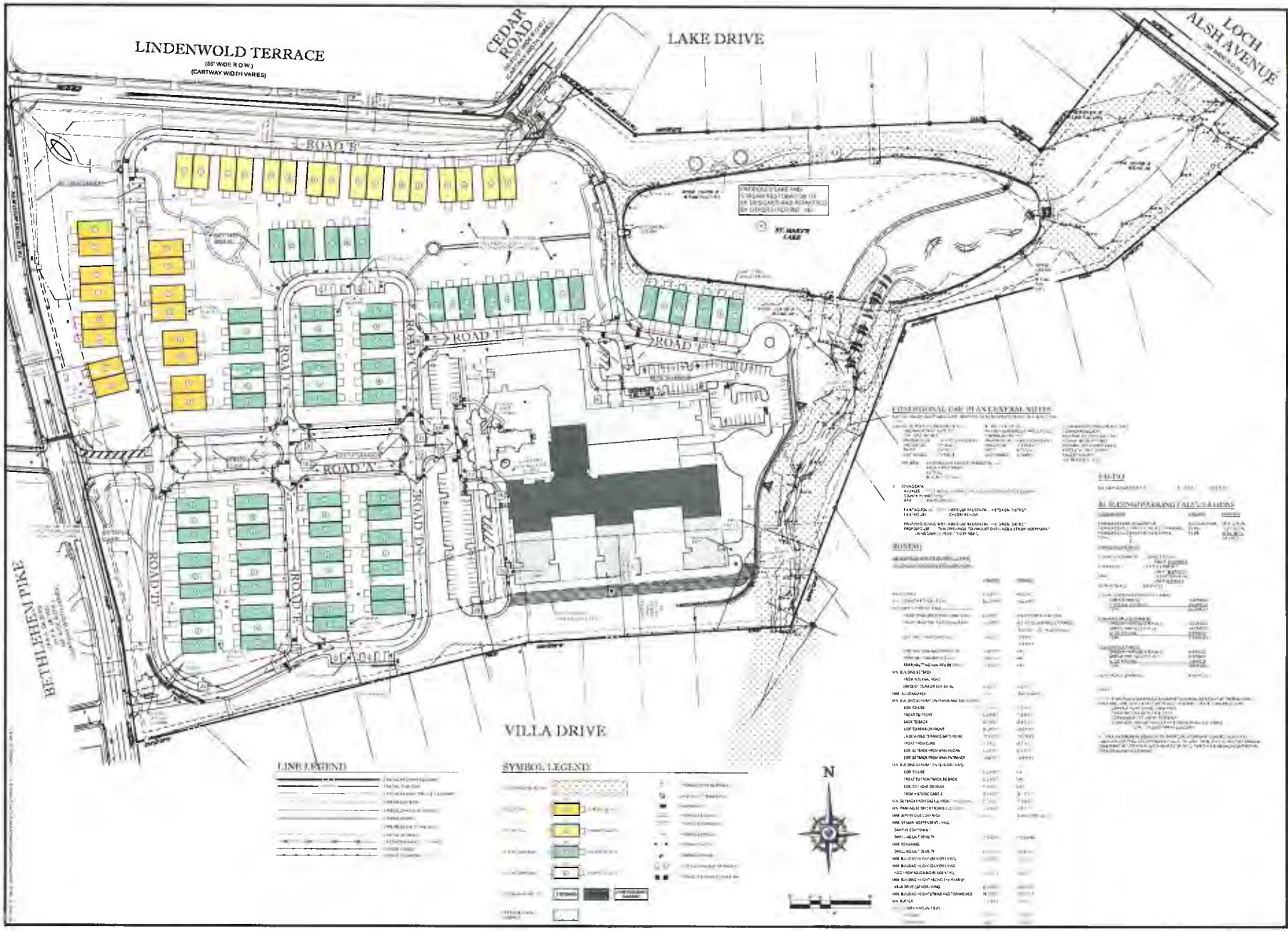
Center: Stone lion in sunken garden.

Right: Stone vase in raised bed behind main gate.

EXHIBIT D – Proposed Development Plan **for a preservation easement for the** MATTISON ESTATE SITE RESOURCES / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

EXHIBIT D

Proposed Development Plan



BOHLER ENGINEERING

REVISIONS

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PA

NOT APPROVED FOR CONSTRUCTION

PRELIMINARY/FINAL LAND DEVELOPMENT PLAN

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC

THE DAYTON ESTATES

721 S. BETHLEHEM PIKE
UPPER DUBLIN TOWNSHIP
MONTGOMERY COUNTY, PA

BOHLER ENGINEERING

E.A. BRITZ

OVERALL SITE PLAN

3

EXHIBIT E

Memorandum of Agreement for St. Mary's Villa Lake Reduction and Stream Restoration

MATTISON ESTATE SITE RESOURCES / ST. MARY'S VILLA 701 S. Bethlehem Pike, Ambler PA

MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES ARMY CORPS OF ENGINEERS (USACE)
AND THE
PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER (PASHPO)
AND
LINDENWOLD RESIDENTIAL ASSOCIATES LLC
PURSUANT TO 36 CFR § 800.6(b)(1) AND 33 CFR PART 325 APPENDIX C
REGARDING THE ST. MARY'S VILLA LAKE REDUCTION
AND STREAM RESTORATION,
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

WHEREAS, Lindenwold Residential Associates LLC of Ambler, Pennsylvania (Lindenwold Residential) is proposing to reduce St. Mary's Villa Lake and restore the stream channel (Project) on the St. Mary's Villa property located in Upper Dublin Township, Montgomery County, Pennsylvania; and

WHEREAS, the Project is within the St. Mary's Villa property, which was called historically Lindenwold (Richard V. Mattison Estate; herein referred to as St. Mary's Villa property), and is eligible for listing on the National Register of Historic Places (NRHP); and

WHEREAS, the Project requires a Department of the Army, Clean Water Act Section 404 permit, and the Philadelphia District, U.S. Army Corps of Engineers (USACE) is the responsible Federal Agency for issuing the permit; and WHEREAS, the work and/or discharge associated with the Project that requires a Department of the Army permit is considered an Undertaking as defined in Section 106 of the National Historic Preservation Act (16 USC. 470f), and is therefore subject to that law; and

WHEREAS, USACE must demonstrate compliance with Section 106 of the NHPA prior to issuing any Department of the Army Permits pursuant to Section 404 of the Clean Water Act, and is considering the effects of the Project for the purposes of compliance with Section 106 of the NHPA as part of the overall permitting process; and

WHEREAS, USACE consulted with the Pennsylvania State Historic Preservation (PASHPO) in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. §470f); 36 C.F.R. Part 800; 33 C.F.R. Part 325, Appendix C; and

WHEREAS, USACE and PASHPO concur that the Permit Area for the Project includes the limits of disturbance caused by the Project; and

WHEREAS, USACE and PASHPO concur that the Project will result in an adverse effect to the St. Mary's Villa property as it includes the alteration of Loch Linden, which is a contributing resource; and

WHEREAS, USACE consulted with the PASHPO in accordance with Section 106 of the NHPA, it's implementing regulations (36 CFR § 800) and the USACE implementing regulations (33 CFR § 325 Appendix C, 8-10) to mitigate for the adverse effect of the Project on the St. Mary's Villa property; and

WHEREAS, USACE consulted with the following consulting parties regarding the effects of the Project on historic properties and afforded them the opportunity to comment on the Project and mitigation: the Upper Dublin Township Historical Commission, the Historical Society of Fort Washington, and the Historical Society of Pennsylvania, and the Upper Dublin Township Historical Commission

WHEREAS, USACE invited the Delaware Nation, the Delaware Tribe, the Eastern Shawnee Tribe of Oklahoma, the Oneida Indian Nation, The St. Regis Mohawk, The Seneca Nation of Indians, and the Stockbridge-Munsee Community of Mohican Indians into formal Government to Government consultation; and

WHEREAS, the Advisory Council on Historic Preservation (ACHP) was notified on DATE of the adverse effect determination via electronic submission to the e106 web portal on February 26, 2018, in accordance with 36 CFR Part 800.6(a)(1) and Appendix C, but declined to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii) as indicated in their communication dated March 5, 2018.

WHEREAS, Lindenwold Residential participated in the consultation and has been invited to concur in this Memorandum of Agreement (MOA); and

WHEREAS, the Preservation Alliance for Greater Philadelphia (the Preservation Alliance) has been invited to concur in this MOA as a party responsible for the implementation of mitigation stipulations; and

NOW, THEREFORE, the USACE, the PASHPO, Lindenwold Residential, and the Preservation Alliance agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

Stipulations

USACE shall ensure that Lindenwold Residential will implement the following stipulations:

1. Prior to the alteration of Loch Linden, Lindenwold Residential will carry out the following measures in consultation with the Preservation Alliance:

   a) Prepare scaled drawings depicting, in plan form, the layout of the Lake, including the elements listed in the paragraph below in Subparagraphs 2 a, b, and c.

   b) Photograph the existing conditions of the elements listed in the paragraph below in Subparagraphs a, b, and c. The purpose of the photographic documentation is to record current conditions and significant features of the property. Photographs should be six

megapixels or greater (2000 x 3000 pixel image) at 300 dpi and will be provided in JPEG format. The digital images must be named and numbered in order and keyed to a site plan. The photograph submission should be accompanied by a photo log that will include photographer, photo date, photo number and description.

c) Provide a copy of all documentation materials to both the PASHPO and the Preservation Alliance for inclusion in the property file.

2. USACE, in consultation with the Preservation Alliance, shall ensure that the following measures are taken by Lindenwold Residential to preserve and maintain certain physical structures, identified below and indicated on the attached plan form, that are to remain on the property following the completion of the stream restoration:

a) The original retaining walls of Loch Linden, identified in the plan entitled "St. Mary's Villa Stream Restoration" [Drawing Nos. R-101, R-251, R-301, and R-302], will remain intact with no intervention planned aside from alterations required and permitted as part of the stream restoration project. The arch that provided a visual marker of the stream's entrance at the eastern end of the water feature will be retained. The existing spillway, to the south of the water feature, will remain to permit flood waters to exit the bounds of Loch Linden without eroding the existing channel. Any work performed work will meet the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).

b) The manmade concrete island containing a statue of an angel holding a child, identified in the plan entitled "St. Mary's Villa Stream Restoration" [Drawing No. R-101], is known as "angel island." The island and statue will be retained, with no plans for material replacements or repairs as part of the stream restoration. Any future work on these items will meet the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).

c) The gazebo, identified in the plan entitled "St. Mary's Villa Stream Restoration" [Drawing No. R-101], shows signs of structural cracking and mortar deterioration in certain areas, as well as masonry discoloration due to moisture. The ceiling shows signs of deterioration that indicates a leak in the roof; some of the shingles are damaged as are areas of beaded board at the eaves. There is also damage to certain nonstructural decorative elements. These deficiencies will be remedied in a manner that meets the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).

3. Lindenwold Residential shall demonstrate to the satisfaction of the USACE and PASHPO that the budget established for the stream restoration includes sufficient funds for these measures.

4. Lindenwold Residential shall demonstrate to the satisfaction of the USACE and PASHPO that a third party, meeting the "Personnel Qualifications" outlined below, will monitor the application of these measures to ensure their compliance with the standards proposed above.

The third party must provide written confirmation of compliance to the USACE and PASHPO within sixty (60) days following substantial completion of the stream restoration.

5. Any scopes of work proposed for the features noted above will be submitted to the USACE and PASHPO to ensure adherence with the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).

Administrative Conditions

A. Personnel Qualifications

The USACE shall ensure that all work carried out by Lindenwold Residential pursuant to this MOA is carried out by or under the direct supervision of a person or persons meeting at a minimum the *Secretary of the Interior's Professional Qualification Standards* (48 FR 44738-9)

B. Late Discoveries

If any unanticipated discoveries of historic properties or archaeological sites are encountered during the implementation of this undertaking, the USACE shall comply with 36 CFR 800.6(c)(6) by consulting with the PASHPO and, if applicable, Federally recognized tribal organizations that attach religious and/or cultural significance to the affected property; and by developing and implementing actions with the concurrence of the PASHPO and, if applicable, Federally recognized tribal organizations.

C. Amendments

Any party to this MOA may propose to the USACE that this MOA be amended, whereupon the USACE shall consult with the other parties to this MOA to consider such an amendment in accordance with 36 CFR § 800.6(c)(7).

D. Resolving Objections

1. Should any party to this MOA object in writing to the USACE regarding any actions carried out or proposed with respect to the St. Mary's Villa Lake reduction and stream restoration project or implementation of this MOA, the USACE shall consult with the objecting party to resolve the objection. If after initiating such consultation, the USACE determines that the objection cannot be resolved through consultation, the USACE shall forward all documentation relevant to the objection to the ACHP including the USACE proposed response to the objection. Within 30 days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

a) Advise the USACE that the ACHP concurs in the USACE proposed response to the objection, where-upon the USACE shall respond to the objection accordingly;

b) Provide the USACE with recommendations, which the USACE shall take into account in reaching a final decision regarding its response to the objection; or

c) Notify the USACE that the objection will be referred for comment pursuant to 36 CFR § 800.7, and proceed to refer the objection and comment. The resulting comment shall be taken into account by the USACE in accordance with 36 CFR § 800.7(c)(4), and Part 110(1) of NHPA.

2. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, the USACE may assume the ACHP's concurrence in its proposed response to the objection.

3. The USACE shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the USACE responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.

E. Resolution of Objections by the Public

At any time during implementation of the measures stipulated in this MOA, should any objections pertaining to any such measure or its manner of implementation be raised by a member of the public, the USACE shall notify the parties in this MOA and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this MOA resolve the objection.

F. Review of Implementation

If the stipulations have not been implemented within three (3) years after execution of this MOA, the parties to this agreement shall review the MOA to determine whether revisions are needed. If revisions are needed, the parties to this MOA shall consult in accordance with 36 CFR § 800 and 33 CFR Part 325, Appendix C to make such revisions.

G. Sunsetting/Duration

If the terms of this MOA have not been implemented by five (5) years from the date of this signed MOA, this MOA shall be considered null and void. In such an event, the USACE shall notify the parties to this MOA, and if it chooses to continue with the St. Mary's Villa Lake reduction and stream restoration project, it shall re-initiate review of the project in accordance with 36 CFR § 800 and 33 CFR Part 325, Appendix C.

H. Termination

1. If the USACE determines that it cannot implement the terms of this MOA, or if the PASHPO determines that the MOA is not being properly implemented, the USACE or the PASHPO may propose to the other parties to this MOA that it be terminated.

2. The party proposing to terminate this MOA shall so notify all parties to this MOA, explaining the reasons for termination and affording them at least 30 days to consult and seek alternatives to termination. The parties shall then consult.

3. Should such consultation fail, the USACE or the PASHPO may terminate the MOA by so notifying all parties.

4. Should this MOA be terminated, the USACE shall either:

a) Consult in accordance with 36 CFR § 800.6(a)(1) to develop a new MOA; or
b) Request the comments of the ACHP pursuant to 36 CFR § 800.7(a)(1). The ACHP shall have forty-five (45) days to respond with comments.

5. The USACE and the ACHP may conclude the Section 106 process with a MOA between them if the PASHPO terminates consultation in accordance with 36 CFR § 800.7(a)(2).

I. Notice to Lindenwold Residential

Any notices to Lindenwold Residential as provided for in this MOA shall be sent by email and regular mail as follows:

Lindenwold Residential Associates, LLC

Post Office Box 845
Bensalem, Pennsylvania 19020
Attn: Leonard Poncia
lponcia@gmail.com

Copy to:

United States Army Corps of Engineers
Philadelphia District
Regulatory Office
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390

The Preservation Alliance for Greater Philadelphia
1608 Walnut Street, Suite 804
Philadelphia, Pennsylvania, 19103
Attn: Paul Steinke, Executive Director
paul@preservationalliance.com

Execution of this Memorandum of Agreement by the USACE and the PASHPO and implementation of its terms, is evidence that the USACE has afforded the ACHP an opportunity to comment on the Proposed Project and has taken into account the effects of the undertaking on historic properties.

UNITED STATES ARMY CORPS OF ENGINEERS, PHILADELPHIA DISTRICT

By: _____ Date: March 8, 2018
Edward Bonner, Chief of Regulatory Branch

PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: 4/3/2018
Andrea L. MacDonald, Deputy Pennsylvania State Historic Preservation Officer

Lindenwold Residential Associates, LLC

By: _____ Date: 4/23/2018
Leonard Poncia

Preservation Alliance for Greater Philadelphia

By: _____ Date: 4/19/18
Paul R. Steinke, Executive Director

EXHIBIT G

THE PRESERVATION ALLIANCE FOR GREATER PHILADELHIA DEED OF PRESERVATION FAÇADE EASEMENT FOR THE LINDENWOLD TERRACE GATEHOUSE

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION FACADE EASEMENT
For
Bethlehem Pike Gatehouse
ADRESS Ambler, Pennsylvania

This Deed of Preservation Easement (the "Easement") is made this _____ day of _____ 2018, by **LINDENWOLD RESIDENTIAL ASSOCIATES LLC**, a Pennsylvania limited liability company (the "Grantor"), and **THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**, a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania (the "Grantee").

Background

A. Grantor has legal and equitable fee simple title to the parcel of land and improvements known as Bethlehem Pike Gatehouse, ADRESS, Ambler, more particularly described and depicted in Exhibit A attached hereto and made a part hereof (the "Property").

B. The "Property" was determined a contributing resource as part of the larger parcel known as 'St. Mary's Villa' and eligible for listing on the National Register of Historic Places by the United States Department of Interior, in a letter dated November 7, 2014.

C. The Gatehouse on Bethlehem Pike is considered a contributing resource on the site dating to the Mattison era period of significance.

D. The "Property" consists of a single family residence. This building, including all facades of the building, windows and doors, and any improvements, the entirety of the visible roofs and chimneys of the building and any improvements, (collectively, the "Building") contributes to the historic aspects of Upper Dublin Township, Montgomery County. Grantee considers the Building to represent a valuable example of a historic architectural style worthy of preservation and benefiting the adjacent properties.

E. Grantee is a qualified conservation organization having as its primary purpose the preservation of historic sites and structures and the conservation of historic and significant open space. Grantee is authorized to acquire and accept interests in historic sites and structures and historic and significant open space including easements.

F. Grantee is a conservation organization qualified under applicable law as an eligible donee for, *inter alia*, the donation of easements for the preservation of historically important structures.

G. The donation of the Easement to Grantee will further Grantee's goal of fostering the conservation of the region's heritage of historically significant structures with aesthetic, architectural, scenic and/or open space values.

H. Grantor and Grantee understand that Grantee has been or will be the recipient of preservation easements and open space easements in addition to the easement contained in this Easement on other properties in Pennsylvania and New Jersey.

I. The grant of this Easement will impose restrictions on the development and maintenance of the Building in perpetuity (unless indicated otherwise below) and will impose on Grantor and subsequent owners certain continuing maintenance obligations affecting the Building. The grant of the Easement will give Grantee and any subsequent holder of the Easement the right to enforce the terms and conditions of this Easement forever.

K. Grantor desires to grant to Grantee, and Grantee desires to accept, the Easement on terms and conditions set forth below.

TERMS AND CONDITIONS

Intending to be legally bound hereby, in consideration of the mutual promises herein contained, and in further consideration of other good and valuable consideration paid by Grantor to Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree and declare as follows:

1. Term and Grant.

Grantor hereby grants and conveys to Grantee an estate, interest and easement in the Building as described in Exhibit C, for the preservation of historic, architectural values of the nature and character and to the extent set forth in this Easement, to constitute a servitude and covenant upon the Building, running with the land for the benefit of and enforceable by Grantee, to have and to hold the said estate, interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses forever.

2. Scope of Grantee's Estate, Interest and Easement.

The Easement herein granted conveys to Grantee an interest in the Building consisting of the benefits of the following covenants and undertakings by Grantor:

a. Without the prior written consent of Grantee, Grantor shall not cause, permit or suffer any construction, alteration, remodeling, decoration, demolition, dismantling, destruction, or other activity which would affect or alter in any material way the appearance of the Building, as described in Exhibit C, except as specifically required herein pursuant to Exhibit B I and/or authorized pursuant to Paragraph 7(b) hereof.

b. Grantor, at Grantor's sole expense, shall maintain the Building at all times and shall keep the Building in a state of good repair and shall make sure that the appearance of the Building, as viewed from any location on any street on or off the site shall not be permitted to deteriorate in any material way, and to this end, Grantor agrees that it shall comply with the Restoration Program and the Minimum Maintenance Program set forth in Exhibit B III and B IV to this Easement.

c. Grantor shall not cause, permit or suffer the removal of any of the original or historic Building elements described in Exhibit C from the Building, unless consistent with the preservation and conservation objectives of this Easement and with the prior written permission of Grantee, except when the replacement of those elements is required because of imminent danger to the building, to comply with applicable codes, or if a response to the request for approval is not provided within 30 calendar days.

d. Grantor shall permit Grantee access to the Building at such reasonable times and upon reasonable prior notice as Grantee may request for the purpose of examining and testing of all structural portions of the Building, the materials and elements of the Building and such portions of the Building as are subject to the Easement.

e. Grantor acknowledges that the setting in which the Building is located, including the scale, design, massing and materials of existing and new buildings or development on the site, affects the historic value of the Building and that Grantee's interest in an appropriate setting is as direct, substantial and immediate as Grantor's interest. The Grantor authorizes Grantee to protect Grantee's interest, through advocacy or litigation, in any federal, state or local board, commission, council, court or agency for appropriate preservation of existing buildings or features and/or for appropriate new development in the nearby area.

f. Grantor shall permit Grantee to display on the Building, at its discretion, a small marker or sign evidencing its ownership of the Easement granted herein. The location, size, design and material of any such marker or sign shall be mutually acceptable to Grantor and Grantee.

3. Existing Conditions, Initial Level of Preservation, Alterations and Preservation Objectives.

a. Exhibit B- Section I, entitled Initial Restoration, indicates the required work, if any, necessary to be done on the Building prior to the completion of development project (defined as the work indicated on the Land Development Plan dated September 15, 2017 or as otherwise scheduled therein (the "Initial Restoration").

b. Exhibit B-Section I and certain photographs, plans and specifications, attached hereto as Exhibit C, shall constitute the aesthetic, architectural, and historic condition in which the appearance of the Building is to be maintained and preserved after completion of the work required pursuant to Paragraph 3(a) above.

c. Except as otherwise provided in this Easement, such photographs, plans and specifications set forth and described in Exhibit C, as supplemented by Exhibit B- Section I, shall constitute conclusive evidence of the appearance of the Building and elements on the Building which are not to be materially affected or altered pursuant to Paragraph 2(a) above and are to be maintained pursuant to Paragraphs 2(b) and 2(c) above.

d. Exhibit B Section III sets forth permitted future restoration and permitted alterations to the Building, however future alterations will not be limited solely to those set forth and described in Exhibit B Section I, Section II, Section III & Section IV.

4. Rights of Grantee if Building Destroyed.

In the event that the Building is, by reason of fire, natural occurrences, or any other reason, damaged or destroyed, the following provisions are applicable:

a. if partially destroyed or damaged to such an extent or of such nature that the appearance of the Building is altered from the Building's appearance in the photographs, plans and specifications referred to in Paragraph 3 above, but is not totally destroyed in the reasonable judgment of Grantor and Grantee, then Grantor shall, as promptly as is practicable, restore the Building to a condition so that the appearance is restored, as nearly as possible, to that shown in such photographs, plans and specifications; provided, however, that Grantor shall not be required to expend more than the proceeds of insurance received by Grantor on restorations required by this Subparagraph. In addition, Grantor and Grantee, after consultation with each other, may agree upon such other restoration that is consistent with the architectural character, including height, bulk, mass, materials and colors, and landscape character, of the remainder of the Building. If Grantor and Grantee cannot agree as to whether the Building is totally destroyed, or as to appropriate restoration, Grantor may request mediation by a third-party chosen by mutual agreement between Grantor and Grantee, provided that the mediator shall be experienced in historic preservation and directed that any restoration be consistent with the Secretary of the Interior's Standards for Rehabilitation; and

b. if totally destroyed, then Grantor shall not thereafter erect on the site any building the appearance of which as seen from any street on or off the site is inconsistent with the architectural character, including height, bulk, mass, materials and colors, of the historic existing buildings in the immediate vicinity.

Upon satisfactory completion of such restoration, the appearance of the Building to which Paragraphs 2(a), 2(b) and 2(c) above shall apply shall be the restored appearance of the Building. If Grantor shall fail to restore the Building, within the time period as may typically be required for design, regulatory approvals, insurance settlements, funding procurement, and other activities related to construction as required under this Paragraph 4, Grantee shall have all the rights given it under Paragraph 5 below.

5. Remedies of Grantee.

Grantee shall have all remedies available to it at law or equity including, without limitation, the right to commence legal proceedings to seek specific performance of the terms of this Easement, to enjoin any breach of this Easement by temporary and/or permanent injunction, and/or to require the restoration of the Building to the condition required by this Easement. In the event that the Grantee commences such legal or equitable proceedings, the Grantor shall reimburse Grantee for all reasonable, actual costs incurred, including attorney's fees in enforcing the provisions of this Easement unless it is determined that the Grantee's assertion that the Grantor was in breach of this Easement was substantially without merit. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. **Assignment, Successors and Assigns.**

a. The terms of this Easement shall constitute a covenant running with the Building for the benefit of Grantee, its successors and assigns and shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, or having any interest therein derived through Grantor. The word "Grantor" when used herein shall include all such persons whether or not such persons have signed this instrument or had any interest in the Building at the time it was signed.

b. Grantor shall promptly notify Grantee in writing of a transfer of all or a portion of the Building, but in no event later thirty (30) days from the date of such transfer.

c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services. Grantee may, however, assign or transfer its interest hereunder to any agency of the Commonwealth of Pennsylvania or the United States of America whose purpose includes, *inter alia*, the preservation of historically important structures and land areas; or to one or more organizations whose purpose includes, *inter alia*, the preservation of historically important structures and land areas, provided such organization has the ability to properly enforce this Easement and, further provided, that such organization is operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Code). In the event of any assignment or transfer of Grantee's interest, Grantee will require the recipient of its interest to enforce this Easement. Subject to the foregoing provisions of this Paragraph 6, the terms and conditions of this Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

7. **Reservation.**

a. Grantor reserves the free right and privilege to the use of the Building for all purposes consistent with the grant. Nothing herein shall be construed to grant to the general public or any other persons, other than Grantee and its agents, the right to enter upon the Building, pursuant to Paragraph 2(d) above, for the purposes set forth herein.

b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any applicable ordinance, code or law relating to building materials, construction methods or use. In the event of any conflict between any such law and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications to the Building consistent with sound preservation practices and consistent with the requirement of such law. In cases where hazardous conditions require immediate remedies, Grantor may proceed without prior Grantee approval but shall make every reasonable effort to notify Grantee and to comply with any Grantee suggestions of ways to make remedial actions compatible with the historic appearance of the Building.

8. **Acceptance.**

Grantee hereby accepts the right and interest granted to it in this Easement. Grantee shall administer this Easement for the conservation and preservation of the Building and to further Grantee's purposes of fostering the conservation of the region's heritage of historically significant sites and structures with aesthetic, architectural, environmental, historic, scenic and/or open space values.

9. Grantor's Insurance.

Grantor shall maintain, at Grantor's own cost, insurance against loss and damage to the property and Building, written at replacement cost value and with a replacement cost endorsement, and comprehensive general liability insurance, including contractual liability, to cover Grantor's obligations under the indemnity provisions of this Easement, against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least thirty (30) days prior to the expiration date of each such policy. All insurance policies required by this section will be primary with respect to any insurance maintained by Grantee.

10. Release and Indemnification.

Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents, and employees, and shall defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claim, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of by reason of (a) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein; or (b) any act or omission of Grantor; or (c) any loss of life, personal injury and or damages to property occurring in or around the Building except to the extent caused by the gross negligence or willful misconduct of the Grantee or its agents.

11. Estoppel Certificate.

Grantee shall at any time and from time to time, within thirty (30) days after Grantor's written request, execute, acknowledge and deliver to Grantor a written instrument stating that Grantor is in compliance with terms and conditions of this Easement, or if Grantor is not in compliance with this Easement, stating what violations of this Easement exist. If this Easement is extinguished, Grantor and Grantee shall execute and acknowledge a written instrument to that effect that Grantor will cause to be recorded.

12. Condemnation and Extinguishment.

a. In the event a subsequent unexpected change in the conditions of or surrounding the Building (including but not limited to a total or partial condemnation) makes impossible or impractical the continued use of the Building for conservation or preservation

purposes, or in the event of any extinguishment of this Easement by judicial decree, then this Easement shall be deemed to have been extinguished, and the parties will cooperate to so extinguish this Easement by judicial proceedings If it is determined that the extinguishment of this Easement was necessitated by the neglect of the Grantor, Grantee shall be entitled to a portion of the proceeds of a subsequent sale, exchange or involuntary conversion of the Building determined pursuant to Subparagraph 12(c) below, which proceeds Grantee shall use in a manner consistent with the conservation and preservation purposes set forth in this Easement.

b. In the event of a partial condemnation where the portion of the Building not taken is capable of continued reasonable use, and provided that the portion of the Building not taken contains a material portion of the Building subject to this Easement, and further provided that the remaining Building will continue to serve the conservation and preservation purposes of this Easement, then this Easement shall remain on those portions of the Building not taken by condemnation.

c. If the change in conditions described in Subparagraph 12(a) above giving rise to the termination of this Easement is caused by the neglect of Grantor, the Grantee, on a subsequent sale, exchange or involuntary conversion of the Building, shall be entitled to a portion of the proceeds equal to the product of (a) that proportionate value of the perpetual conservation or preservation restrictions to the value of the Building unencumbered by this Easement determined as of the date of this Easement multiplied by (b) the net proceeds from such sale or other transaction.

13. Review, Approval and Additional Costs.

Whenever the consent of the Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to requests for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. It is further agreed that whenever the consent of Grantee is required or requested, Grantor shall bear the reasonable costs of Grantee's review, including inspections for purpose of giving estoppel certificates, and Grantor agrees that the costs for Grantee's review shall include reasonable architectural fees and Grantee's reasonable administrative expenses in processing Grantor's request.

14. Change of Building Use.

Grantor shall notify Grantee prior to effecting any change in use of the Building. Grantor shall be entitled to any use as permitted by the Township Ordinances. Grantor shall secure from the Township any required use and occupancy permit for the altered use. If Grantor should elect to subdivide the Building or submit the Building to a condominium regime, such shall not alter the provisions of this easement in regard to the physical appearance of the Building or the preservation provisions regarding the Building. Grantee's permission shall not be needed for a change of use, but any physical alteration to the Building in connection with a change of use must be approved by Grantee pursuant to Section 2(a) hereof. In the event multiple parties shall have an ownership interest in the Building, each such party shall be jointly and severally responsible to fulfill Grantor's obligations hereunder.

15. Archeological Excavation.

No archeological investigation or excavation, professional or amateur may be undertaken at the Building without the prior written approval of the Pennsylvania Historical and Museum Commission and Grantee.

16. Prohibition Against The Storage, Disposal or Handling of Waste.

Grantor shall not permit or suffer the use, storage, placement, dumping or disposal of chemicals, solid or liquid waste or hazardous material on the site. This prohibition shall not preclude: (a) the use of chemical fertilizers and nutrients necessary or appropriate for the protection and promotion of the vegetation (including any gardens) on the site, pesticides and poisons normally used on a large urban commercial or residential property for the control of rodents or insects, provided such use and storage of such chemicals is permitted by law and regulation; and (b) the composting of biodegradable garden and household waste generated on the site.

17. Certification of Grantee's Status.

By executing this Easement, Grantor and Grantee certify, under penalty of perjury, that the Grantee is a qualified organization (as defined in Paragraph (3) of §170(h) of the Internal Revenue Code) and has a primary purpose of historic preservation and open space preservation and has the resources to manage and enforce the restrictions created by the Easement and has a commitment to do so.

18. Notices.

For all notices other than those pursuant to Paragraph 6(b), notices or other communications hereunder shall be in writing and shall be deemed to have been given:

a. if hand delivered or sent by express mail or reputable overnight delivery service or by courier, postage prepaid, then, if and when delivered to the respective parties at the below listed addresses (or at such other address as the party may hereafter designate for itself upon ten (10) days prior notice to the other party as required hereby), or

b. if mailed, then on the next business day following the date on which such communication is deposited in the U.S. mail, by first-class registered or certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself upon ten (10) days prior notice to the other party as requested hereby):

c. if electronically, via e-mail with either a return receipt provided by recipients e-mail server or by e-mailed or mailed acknowledgment of receipt by recipient.

If to Grantor:

Lindenwold Residential Associates, LLC
Post Office Box 845
Bensalem, Pennsylvania 19020

Attn: Leonard Poncia
lponcia@gmail.com

with a copy to:

Richard P. McBride, Esquire
5 Apollo Road
Plymouth Meeting, PA 19562-2390
rpm@rpmcbridelaw.com

If to Grantee:

Preservation Alliance for Greater Philadelphia
1608 Walnut Street, Suite 1702
Philadelphia, PA 19103
Attention: Paul R. Steinke, Executive Director

with a copy to:

Lawrence J. Arem, Esquire
Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
Larem@Klehr.com

Paul Leonard
Township Manager
Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034

Gilbert High, Esquire
Upper Dublin Township Solicitor
High Swartz LLP
40 E. Airy Street, P.O. Box 671
Norristown, PA 19404-0671

In the event notice is required to be given to one or more of the mortgagees who consented and subordinated to this Easement, notice shall be given in the form required and at the address indicated on any mortgagee consent.

19. Counterparts; Entire Agreement.

This document may be executed in one or more counterparts which when taken together shall be deemed to be the original. This Easement, including the Exhibits, reflect the entire agreement between Grantor and Grantee and any prior or simultaneous correspondence, understandings, agreements, and representations are null and void unless contained herein.

20. Third-Party Beneficiary.

Upper Dublin Township shall be deemed a third party beneficiary of this Easement. The third party beneficiary shall have the right, but not the obligation, to enforce this Easement in the event that the Grantee is unable or fails to act. Anything herein to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary thereof, except as provided in this paragraph.

21. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, provided that all historic determinations shall be made in accordance with the standards of the United States Secretary of the Interior.

(b) Any lawsuits in connection with this Agreement shall be brought in the Montgomery County, Pennsylvania Court of Common Pleas.

IN WITNESS WHEREOF, the parties hereto have executed this Easement the day and year first above set forth.

GRANTOR:
Lindenwold Residential Associates LLC,
a Pennsylvania limited liability company

_____ By: _____

GRANTEE:
The Preservation Alliance For Greater Philadelphia,
a Pennsylvania not-for-profit corporation

_____ By: _____
Paul R. Steinke, Executive Director

I CERTIFY THAT THE ADDRESS OF ABOVE-NAMED GRANTEE IS:

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
1608 Walnut Street, Suite 1702
Philadelphia, Pennsylvania, 19103
215-546-1146

_____
Paul R. Steinke
Executive Director

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the _____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared ....., a manager of Lindenwold Residential Associates LLC, a Pennsylvania limited liability company, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself as such officer.

_____
NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the _____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared **Paul R. Steinke**, who acknowledged himself to be the Executive Director of The Preservation Alliance for Greater Philadelphia, a Pennsylvania not-for-profit corporation, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such officer.

_____
NOTARY PUBLIC

My Commission Expires:

LIST OF EXHIBITS
for
DEED OF FACADE EASEMENT
from
GRANTOR
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
For
Bethlehem Pike Gatehouse
ADRESS Ambler, Pennsylvania

EXHIBIT A

Legal Description of the Property

EXHIBIT B

B-I Initial Restoration

B-II Optional Future Restoration

B-III Permitted Future Alterations

B-IV Minimum Maintenance Program

EXHIBIT C

Existing Conditions

EXHIBIT A
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT
For
Lindenwold Terrace Gatehouse
ADRESS Ambler, Pennsylvania

PROPERTY DESCRIPTION

EXHIBIT A
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT
For
Lindenwold Terrace Gatehouse
ADRESS Ambler, Pennsylvania

BEGINNING AT A POINT ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE CEDAR ROAD (50 FOOT WIDE RIGHT-OF-WAY), AT THE INTERSECTION WITH THE DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNIT 14, BLOCK 26H AND FROM SAID POINT OF BEGINNING RUNNING THENCE;

1. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26; UNIT 14, BLOCK 26H AND UNIT 13, BLOCK 26H, SOUTH 51 DEGREES - 58 MINUTES - 30 SECONDS EAST, A DISTANCE OF 205.00 FEET TO A POINT, THENCE;

THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH UNIT 19, BLOCK 26:

2. SOUTH 36 DEGREES - 50 MINUTES - 58 SECONDS WEST, A DISTANCE OF 96.42 FEET TO A POINT, THENCE;

3. SOUTH 65 DEGREES - 10 MINUTES - 28 SECONDS WEST, A DISTANCE OF 6.26 FEET TO A POINT, THENCE;

4. NORTH 26 DEGREES - 16 MINUTES - 48 SECONDS WEST, A DISTANCE OF 6.00 FEET TO A POINT OF CURVATURE, THENCE;

5. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 123.97 FEET, A CENTRAL ANGLE OF 63 DEGREES - 43 MINUTES - 43 SECONDS, AN ARC LENGTH OF 137.89 FEET, A CHORD BEARING NORTH 59 DEGREES - 26 MINUTES - 14 SECONDS WEST AND A CHORD DISTANCE OF 130.89 FEET TO A POINT OF REVERSE CURVATURE, THENCE;

6. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 86 DEGREES - 33 MINUTES - 50 SECONDS, AN ARC LENGTH OF 22.66 FEET, A CHORD BEARING NORTH 48 DEGREES - 00 MINUTES - 52 SECONDS WEST AND A CHORD DISTANCE OF 20.57 FEET TO A POINT, THENCE;

7. NORTH 04 DEGREES - 43 MINUTES - 57 SECONDS WEST, A DISTANCE OF 1.11 FEET TO A POINT OF CURVATURE, THENCE;

8. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 51 DEGREES - 16 MINUTES - 48 SECONDS, AN ARC LENGTH OF 34.01 FEET, A CHORD BEARING NORTH 30 DEGREES - 34 MINUTES - 14 SECONDS WEST AND A CHORD DISTANCE OF 32.89 FEET TO A POINT OF COMPOUND CURVATURE, THENCE;

EXHIBIT A
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT
For
Lindenwold Terrace Gatehouse
ADRESS Ambler, Pennsylvania

9. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 19 DEGREES - 51 MINUTES - 21 SECONDS, AN ARC LENGTH OF 4.16 FEET, A CHORD BEARING NORTH 66 DEGREES - 08 MINUTES - 18 SECONDS WEST AND A CHORD DISTANCE OF 4.14 FEET TO A POINT, THENCE;

10. NORTH 76 DEGREES - 03 MINUTES - 59 SECONDS WEST, A DISTANCE OF 5.50 FEET TO A POINT OF CURVATURE, THENCE;

11. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 12.11 FEET, A CENTRAL ANGLE OF 37 DEGREES - 55 MINUTES - 40 SECONDS, AN ARC LENGTH OF 8.01 FEET, A CHORD BEARING NORTH 57 DEGREES - 01 MINUTES - 24 SECONDS WEST AND A CHORD DISTANCE OF 7.87 FEET TO A POINT, THENCE;

12. NORTH 40 DEGREES - 25 MINUTES - 12 SECONDS WEST, A DISTANCE OF 0.17 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE CEDAR ROAD, THENCE;

13. ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE CEDAR ROAD, NORTH 38 DEGREES - 01 MINUTES - 30 SECONDS EAST, A DISTANCE OF 106.05 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 20,606 SQUARE FEET OR 0.473 ACRE

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

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "SUBDIVISION PLAN FOR LINDENWOLD RESIDENTIAL ASSOCIATES, LLC, THE MATTISON ESTATES, 701 S. BETHLEHEM PIKE, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA", PREPARED BY BOHLER ENGINEERING, INC., DATED 1-9-2018, REVISED 1-23-2018, PROJECT NO. PC131158.02, SHEET 1 OF 2.

CONTROL POINT ASSOCIATES, INC.

11/17/2018

JAMES C. WEED, P.L.S. DATE
COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL LAND SURVEYOR / SU075250

EXHIBIT B
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT
For
Lindenwold Terrace Gatehouse
ADRESS Ambler, Pennsylvania

I. INITIAL RESTORATION

All work shall be in accordance with drawings and specifications which shall be submitted to and approved by Grantee prior to the start of work.

A. Scrape, prime and paint all areas of failing paint on window sills.

II. OPTIONAL FUTURE RESTORATION

Optional Future Restoration is the making of changes to the existing Property to return the Property back to its original or historic condition. These changes are permitted, but are not required. All work shall be in accordance with drawings and specifications which shall be submitted to and approved by Grantee prior to the start of work. In order to facilitate timely review and approval, Grantor shall submit conceptual and design proposals prior to the start of any construction drawings and specifications.

A. Grantor may restore missing original building elements if such restoration work is based on photographic, physical, or other documentary evidence

B. Grantor may restore the existing non-original asphalt roof with original red tile roof.

C. Grantor may remove the non-historic one-story addition and reconstruct the original rear wall.

III. PERMITTED FUTURE ALTERATIONS

Permitted Future Alterations are changes which are permitted but which do not bring the Property back to their original or historic conditions. Grantor is permitted, but not required, to make certain alterations to the Property as set forth below, provided that such alterations comply with the following criteria for compatibility and visibility. All work shall be in accordance with drawings and specifications which shall be submitted to and approved by Grantee prior to the start of work.

Alterations shall comply with *The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing*

Historic Buildings (ISBN 0-16-048061-2; 1995), especially "Guidelines for Rehabilitating Historic Buildings" pp. 61 to 164.

A. Signs. Grantor may place new signs or plaques at the street (ground) level facades for the following purposes:

a. to comply with Fire Department or other applicable laws
b. to commemorate the Easement or other historic designations of the Building
c. to advertise the Property for sale or rental or a temporary basis
d. for any purpose required by any lender of Grantor

For all of the above, the signs, awnings, or plaques shall be of a size, material, design, location, and method of attachment which is compatible with, and minimizes the visual impact on, the architecture of the Property. Signs and plaques shall comply with all applicable laws.

To the extent possible, signs and plaques shall be secured in a manner that does no irreversible damage to the building, e.g., anchors for signs shall be inserted into mortar joints and not into the face of stone.

B. Roofing. Grantor shall be allowed to replace roof with any modern materials including, but not limited to, asphalt, fiberglass, or faux slate shingles, so long as the red color is retained.

C. Windows and Doors. Grantor may replace existing non-original windows with wood or non-vinyl material. Windows shall be in the Queen Anne style and may have simulated divided lites. Non-acceptable types of divided lites include muntins between the glass or only on the interior. Window sash and frames shall be painted or installed with a non-white finish. Acceptable replacement windows shall attempt to match originals (no longer present) as seen in Exhibit D 1-2.

Replacement doors may be wood or fiberglass and shall match the original doors (no longer present) with a panel and glass pattern. Acceptable replacement configurations shall attempt to match original as seen in Exhibit D 1-2.

D. Addition. The Grantor is permitted to remove the non-historic, one-story addition at the rear of the property and construct a new addition at this site. The new addition may be up to two-stories high, with an eave line no higher than that of the original building and a ridge line no higher than that of the original building. The roof may be flat or pitched.

The overall massing is to be compatible with the existing building, and the addition must be shorter in both length and width than the original. The walls may be stone, masonry, stucco, or painted siding compatible in detailing with the original building. Vinyl siding and dryvit is specifically not permitted.

Windows are to be "punched opening" with true or simulated divided lites and compatible with the original building; vinyl is specifically not permitted. Doors may be wood or fiberglass in a paneled and glass configuration compatible with the original building.

All additions are to be approved under the Township Zoning Code, but acceptance under the Code does not necessarily equate to acceptability under this Easement.

E. Deck, Patio & Accessory Buildings. The Grantor is permitted to construct a patio or deck at the rear of the building. Size and massing shall be compatible with the original building and addition.

The Grantor is permitted to construct a detached accessory building such as a garage or service shed. Building to be single story, and no larger than size of a two-car garage. The walls may be stone, masonry, stucco, or painted siding compatible in detailing with the original building. Vinyl siding and dryvit is specifically not permitted. Roof dormers are permitted.

Preferred locations of a deck, patio and accessory building is delineated in Exhibit D-3.

F. Other Items. Grantor may install an exterior air conditioning condenser unit provided it is installed in a visibly non-obtrusive location and is located so as not to cause moisture damage to the masonry walls.

Grantor may install handrails at the existing stairs.

IV. MINIMUM MAINTENANCE PROGRAM

It is the Owner's responsibility to maintain the Property, to comply with all applicable codes and ordinances, and to provide for the protection of life and property. To the extent that Grantee's interest is involved, Grantor shall adhere to a maintenance schedule with respect to the Property at least as stringent as that set forth below. Grantor shall keep reasonable records with respect to inspection and replacement and shall make such records available to Grantee upon written notice from Grantee. The visual inspection noted below may be performed by the Owner and does not require the hiring of a third party inspector.

A. EXTERIOR

1. MASONRY, INCLUDING BRICK AND STONE

VISUAL INSPECTION SCHEDULE: Once a year, Spring or Fall, after rainstorm
OPERATION:

a. Check for moist areas, cracks, crumbling material, loose pieces, missing mortar, and efflorescence (white discoloration).

b. Check where moisture is entering masonry and repair any leaks in roofing, flashing, or joints between masonry and other materials.

c. If significant cracks, surface spalling, or material deterioration is found, review condition of masonry with a registered architect, materials conservator, or restoration contractor experienced in evaluating masonry. Grantor shall cause work to be performed in accordance with consultant's recommendations approved by Grantee prior to start of work, and in accordance with the terms of this Deed.

d. Masonry joints with loose or crumbling mortar are to be repointed using mortar which matches original in color, texture, constituent composition, and workmanship. Mortar shall not be harder than surrounding masonry or original mortar.

e. Repointing work shall be performed only in accordance with a proposal submitted to and approved by Grantee prior to start of work. Joints shall maintain original width and be tooled to substantially match original finish.

f. Masonry shall not be cleaned except in accordance with a proposal submitted to and approved by Grantee prior to start of work. Cleaning shall be done with materials and techniques which will not damage the masonry. Sandblasting, wire brushes, grinders, sanding discs, or other abrasive methods shall not be used, nor shall any harsh chemical which weakens the masonry be applied. Materials and techniques shall be selected based on results of test patches.

g. Snow removal materials which might damage masonry, e.g. salt, shall not be used, including areas adjacent to walls.

h. Grantor shall use best efforts to patch masonry work, where needed, to substantially match the original in color and texture.

2. <u>METALS: E.G., RAILS, FLASHING, GUTTERS</u>

VISUAL INSPECTION SCHEDULE: Once a year, late Spring or early Fall, and after sustained winds higher than 60 m.p.h.

OPERATION:

a. Check for cracks, warps, distortions or weak areas, loose or damaged seams, loose attachments, rust, holes, wear or deteriorated finishes.

b. Replace damaged or missing sections to match existing sections using appropriate methods for specific metals. Repair leaks and weak areas.

c. Reattach loosened metals to masonry, wood, or other substrate.

d. Remove iron rust using materials and methods which will not accelerate pitting and corrosion of the metal. Where applicable, prime and paint according to Exhibit B.IV.A.6. below.

3. <u>RAINWATER CONDUCTION SYSTEMS: GUTTERS, DRAINS, SCUPPERS, PARAPET AND OTHER FLASHINGS</u>
INSPECTION SCHEDULE: Once a year, Spring, Fall or Winter
OPERATION:

a. Test for leaks or blocked sections of rainwater conduction systems.

b. Clean system of any blockages and repair leaks. Remove leaves and other debris in Spring and after leaf fall.

c. Check for any loose or missing gutters, including internal sections, downspouts or other system components. Reattach or replace as necessary.

d. Any replacement sections shall match existing or be of a design, material, and installation similar to the historic era and architecture of the Building.

4. <u>CAULKING COMPOUND</u>
VISUAL INSPECTION SCHEDULE: Once a year, Spring or Fall
REPLACEMENT SCHEDULE: As required when materials fail
OPERATION:

a. Check caulking for brittle, cracked or missing pieces.

b. Remove any damaged area, clean, prime or seal according to manufacturer's specifications, provide backer rods and bond-breaker tape as required, replace caulk. Sealant shall be factory mixed color to substantially match adjacent construction or shall be paintable.

5. <u>WOODWORK: E.G., DOORS, WINDOWS, CORNICES</u>
VISUAL INSPECTION SCHEDULE: Once a year, Spring or Fall
OPERATION:

a. Check for moisture damage, warping, splitting and unsound joints. Check window putty for cracks or missing sections.

b. If wood is decayed, determine source of moisture, stop leaks, and replace decayed wood to match original material. Repair unsound or loosened joints. Replace missing wooden elements to match original in dimension, species, finish and workmanship.

c. Paint and other finish coatings shall be in accordance with Exhibit B.IV.A.6. below.

6. PAINT
VISUAL INSPECTION SCHEDULE: Once a year
REPLACEMENT SCHEDULE: Every 5 to 10 years when materials fail
OPERATION:

a. Check for worn or bare spots, blistering, peeling, and mildew.

b. Check where moisture is entering and stop leaks.

c. Treat mildew with fungicide.

d. Prepare surface by splitting blisters, scraping peeling areas, removing rust and sanding rough spots. Deteriorated paint finishes shall not be removed using sandblasting, open-flame burning methods, or rotary mechanical tools. If removal of existing paint down to bare wood or metal surfaces is proposed, submit proposal indicating methods and materials to, and for approval by, Grantee.

e. Prime and paint (two finish coats) with products compatible with the surface material and according to manufacturer's specifications.

f. For ferrous metals, scrape and wirebrush deteriorated paint and rust from metal. Repaint.

7. GLASS
VISUAL INSPECTION SCHEDULE: Once a year
OPERATION:

a. Check for cracked, broken or missing panes of glass.

b. Where cracked glass is loose, replace. Replacement for art glass shall substantially match original. Replacement glass for other clear glass shall approximate original.

8. WALKWAYS, DRIVEWAYS, PATIOS
INSPECTION SCHEDULE: Annual

OPERATION:

a. Check materials for cracks, loose elements, loose mortar joints, moist or bulging areas. Repair as necessary.

b. Rebuild any unstable sections of walkways, walls, driveways or patios with particular attention to tripping or other safety hazards.

c. Unclog any drains through walls or in impervious surface areas, or catch basins.

d. Remove debris, trash and dead leaves from walks, stairs, driveways, or patios once a month.

B. STRUCTURAL CHECKPOINTS

INSPECTION SCHEDULE: Once a year

OPERATION:

1. Check exposed exterior and interior surfaces of walls and foundations, with particular attention to areas of stairways, floor and wall openings, and changes in wall masonry material. Check for cracks, collapsing, leaning or bulging areas or other signs of uneven settlement, movement or structural deterioration.

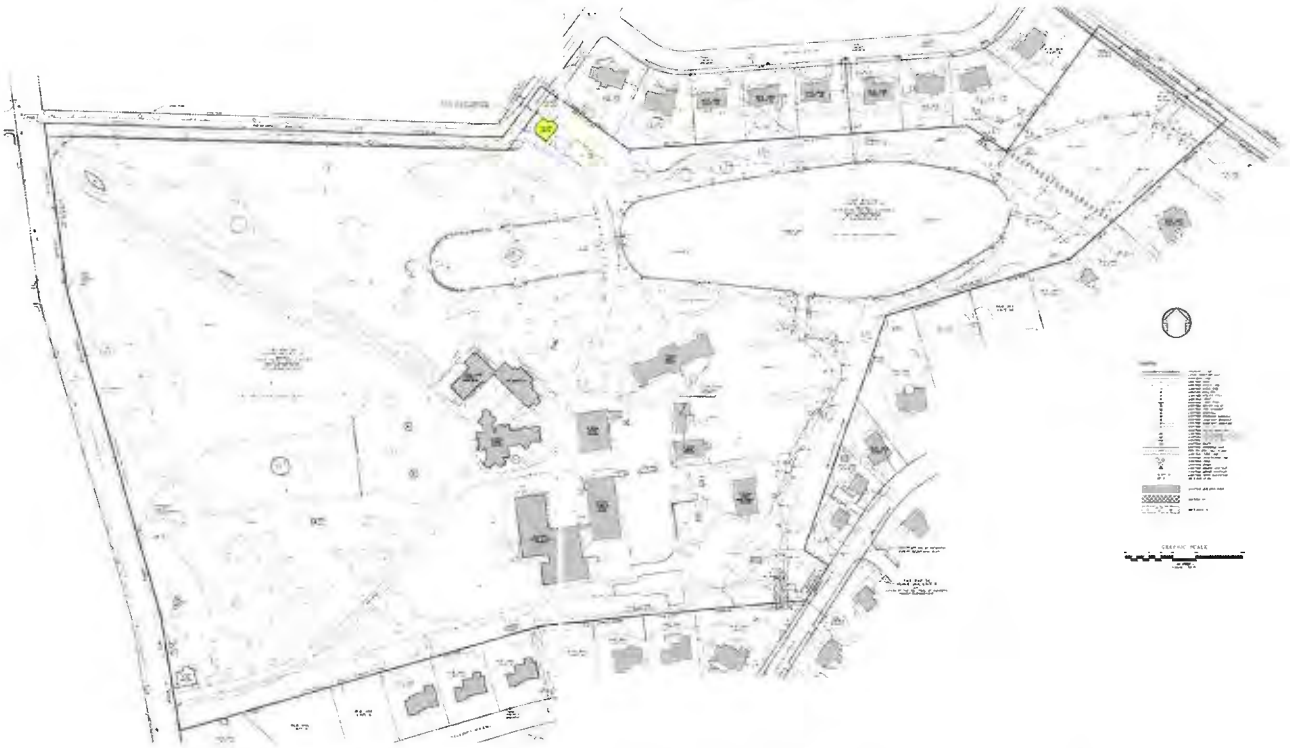
2. Check interior wall surfaces with particular attention to joints between side and front and rear walls, joints between floors and end walls, and joints between partitions and ceilings. Check for cracks, crumbled plaster, gaps, or other signs of movement.

3. If deteriorated structural members, significant cracks or other signs of movement are observed, review structural condition of Building with a qualified engineer or restoration contractor in order to ensure adequate safety standards and precautions. For remedial action which will affect the exterior appearance of the Building, Grantor shall submit a proposal for Grantee review and approval prior to start of work. In cases where hazardous conditions require immediate remedies, Grantor may proceed without prior Grantee approval but shall make every reasonable effort to notify Grantee and to undertake remedial actions compatible with the historic appearance of the Building.

4. Inspect Building annually for termites and other wood-damaging insects. Note evidence of insect activity: small holes in the wood, small piles of sawdust, clay tubes on pieces of wood, or actual insects. Inspection should be undertaken by a professional exterminator. Treat as necessary.

5. Inspect Building for signs of cracking, differential movement and/or differential settlement at the areas where the different sections of the buildings are joined together.

Exhibit C-1
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Existing Conditions August 2017



Plot Plan: The Lindenwold Gatehouse stands along the northern edge of the 45-acre former Mattison Estate at 701 S. Bethlehem Pike in Ambler PA, adjacent to the estate's Lindenwold Terrace entrance. The gatehouse was constructed circa 1912. It occupies a 0.5-acre parcel subdivided from the original estate

Exhibit C-2
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Existing Conditions August 2017

Southwest Elevation: The Lindenwold Terrace Gatehouse is a two-story rubble-coursed sandstone dwelling designed in a rustic Queen Anne or Richardsonian Romanesque style. Its primary elevation faces southwest onto a driveway that runs perpendicular to Cedar Road as it bends to become Lindenwold Terrace. The asymmetrical elevation is composed of a rounded two-story corner turret and two-story gable wall flanking a one-story covered porch spanned by an arched entryway. The gable and turret each feature a single bay of windows on the first and second floor. The sashes are Prairie Style - replacement units. The porch roof features a shallow soffit carried by a pair of scrolled brackets. The turret features a conical roof with exposed purlins and a metal finial. The roof is clad in asphalt shingles. The main entrance is a single-leaf replacement door with a rectangular transom.

Exhibit C-3
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Existing Conditions August 2017

Northwest Elevation:
The northwest elevation faces Cedar Road behind a low, stone, perimeter wall. A bracketed hipped gable roof caps a two-story, two-bay façade that steps down to a one-story, one-bay rear ell. With the exception of one ground-floor, arched lancet window, all windows are double-hung Prairie Style replacement units. A chimney rises above the hipped gable.

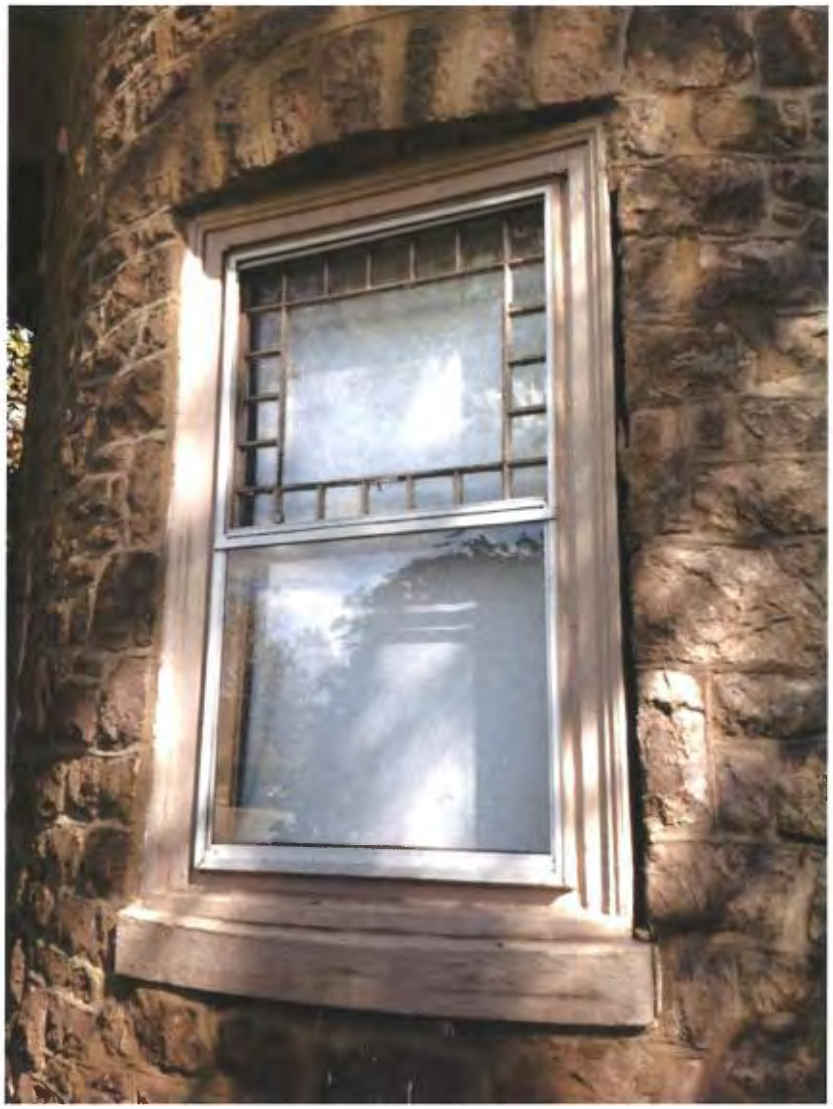
Exhibit C-4
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Existing Conditions August 2017

Northeast Elevation:
A one-and-one-half-story hipped gable rear elevation features twin hipped gable dormers and a shed-roofed, clapboard-clad, three-bay rear ell spanning two-thirds of the building's width. The ell and its six picture windows are likely later additions. The twin dormers each feature a pair of double-hung windows.

Exhibit C-5
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Existing Conditions August 2017

Southeast Elevation:
A projecting, bracketed and hipped cross-gable covers the two-story, one-bay front portion of the southeast side elevation; two additional windows (one double-hung, one a narrow casement) light the one-story portion. The shed-roofed rear ell features a secondary entrance accessed by a short concrete stoop.

Exhibit D-1
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Example of Original Window



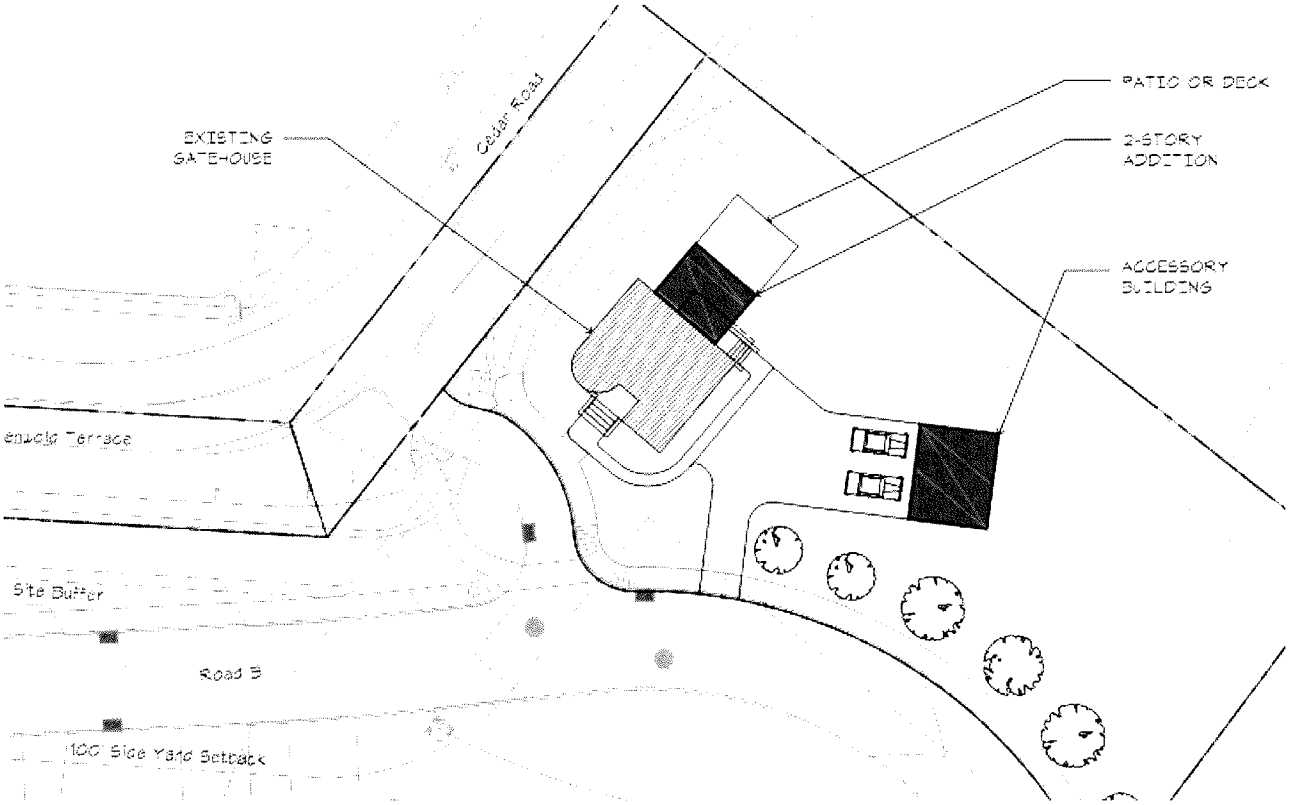
Original Window: This photo, from the Gatehouse at Bethlehem Pike, provides an example of what the windows at Lindenwold Terrace used to look like, and is to be used as a model for future window replacement in terms of sash and muntin configuration. Note that this photo includes an exterior storm window, which would not be included.

Exhibit D-2
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Example of Original Door

Original Door: This photo, from the Gatehouse at Bethlehem Pike, provides an example of what the exterior door at Lindenwold Terrace used to look like, and is to be used as a model for future door replacement in terms of lite and panel configuration.

Exhibit D-3
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Example of Addition, Deck/Patio, and Accessory Building Location

S



Additions: The additions shown on this plan are an example of general locations which could be considered acceptable. This is an example; other locations also may be acceptable. Final acceptability of any proposed work, however, will be require review and approval as described in Exhibit B.

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA
RESOLUTION NO. 18-2294
DENIAL OF LAND DEVELOPMENT APPLICATION U.D. NO. 17-08 SUBMITTED BY BAY LLC REQUESTING FINAL LAND DEVELOPMENT APPROVAL FOR THE COMMERCIAL LAND DEVELOPMENT KNOWN AS "BAY LLC DISPENSARY SITE"

WHEREAS, Bay LLC. ("Developer") is the equitable owner of a property located at 475 Pennsylvania Avenue, comprising approximately 0.64 acres of land (the "Property"); and,

WHEREAS, the Developer submitted land development plans titled "Dispensary Site at 475 Pennsylvania Avenue", last revised 02/01/2018, prepared by K&W Engineers ("Site Plans"); and

WHEREAS, Upper Dublin Township issued a list of application and plan deficiencies to the Developer by letter dated March 15, 2018, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as if set forth in full herein; and,

WHEREAS, the Developer has failed to comply with various requirements of the Upper Dublin Township Subdivision and Land Development Ordinance, Township Code Chapter 211 ("SALDO"); and,

WHEREAS, the Township desires to notify the Developer that Land Development Application U.D. No. 17-08 is denied for the reasons set forth herein.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby denies Land Development Application U.D. No. 17-08 for the following reasons and deficiencies:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The Developer has failed to comply with SALDO Section 212.14.M in that the Site Plans do not depict road widening and roadway drainage improvements as required by the Township's Engineering and Construction standards.

3. The Developer has failed to comply with SALDO Sections 212.14.O, 212.26, 212.27 in that the application and Site Plans do not provide the necessary Sewage Planning approval (Act 537) from the Pennsylvania Department of Environmental Protection. In addition, the application did not provide the required sanitary sewer service letter from the prevailing sewer authority and did not provide the required water service letter from the prevailing water authority.

4. The Developer has failed to comply with SALDO Sections 212.18, 212.19 in that the Site Plans do not depict new sidewalk and new curbing as required.

5. The Developer has failed to comply with SALDO Section 212.29 in that the Site Plans do not depict Street Lighting in accordance with the minimum standards for the Dreshertown Overlay Zoning District.

Resolution approved by the Board of Commissioners of Upper Dublin Township this 14th day of August, 2018.

UPPER DUBLIN TOWNSHIP

By: _____
IRA S. TACKEL, President

ATTEST:

_____
PAUL A. LEONARD, Township Manager/Secretary

EXHIBIT "A"

upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034-1697
Phone: (215) 643-1600
Fax: (215) 542-0797
www.upperdublin.net

IRA S. TACKEL
President

RONALD P. FELDMAN
Vice President

REBECCA A. GUSHUE

LIZ FERRY

ROBERT H. MCGUCKIN

GARY V. SCARPELLO

MEREDITH L. FERLEGER

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

March 15, 2018

Bay LLC
475 N. Governor Road
Suite 300
Hershey, PA 17033

RE: DISPENSARY SITE
475 W. PENNSYLVANIA AVE.
FINAL LAND DEVELOPMENT PLAN
UD #17-08

To whom it may concern:

Upper Dublin Township has received and reviewed plans for Final Land Development Approval for the tract near the corner of Pennsylvania and Commerce Avenues. We offer the following comments and requests regarding this plan:

Background

The applicant, Bay LLC, has received preliminary plan approval for the tract of land near the corner of Pennsylvania Avenue and Commerce Drive. Applicant proposes a medical marijuana dispensary, and, by action of the Board of Commissioners in December 2017, received a conditional preliminary approval. We have conducted this review in conjunction with the Ordinances pertaining to Final Plan applications, and also have referred to the conditions of preliminary plan approval. We offer the following comments:

1. 212.14.M: Road widening and roadway drainage improvements must be depicted on the plans as required by the Township's Engineering and Construction standards. The conditions of preliminary plan approval indicate that the improvements, which include road widening, curb, and sidewalk, must be depicted on the final plans, however this information appears to be missing.

2. Section 212.14.O, 212.26, 212.27: Sewage Planning approval (Act 537) from DEP shall be provided prior to final subdivision plan approval. A Sanitary service letter from the prevailing authority needs to be received. Same for the water service provider.

3. 212.18, 212.19: As indicated in prior comments, both new sidewalk and new curbing need to be depicted on the plans, and are not yet included.

4. 212.29: Street Lighting is required, in accordance with minimum standards for the DO Zoning District. The street lighting is also required to be depicted on the plan and installed with the improvements.

5. The applicant must incorporate requirements and recommendations of the various outside Township consultants, including:
    a. Township Lighting Consultant
    b. Township Traffic Consultant
    c. Township Fire Marshal
    d. Township Landscape Consultant

RECOMMENDATION: FURTHER REVIEW

The items noted in this letter should be addressed to the Township's satisfaction. If you have any questions, please do not hesitate to call.

Very truly yours,

Thomas J. Fountain, P.E.
Upper Dublin Township

cc: Paul Leonard, Township Manager
Richard Barton, Township Zoning Officer
Lee Benson, Chief of Police
Jack Smyth, P.E., Transportation Consultant
Rick Collier, Landscaping Consultant
Joe Fielder, Township Code Officer
Gil High, Township Solicitor
Tim Schuck, Township Fire Marshal

TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS

RESOLUTION NO. 18-2295

RESOLUTION AUTHORIZING ISSUANCE OF INDIVIDUAL PROCUREMENT CARDS

WHEREAS, the Township of Upper Dublin has authority to authorize the purchase of goods and services by use of Procurement Cards; and

WHEREAS, PFM Financial Services LLC ("PFM") has agreed to administer, on behalf of participating local governments and schools in the State of Pennsylvania, a Procurement Card system. The Procurement Cards will be issued to individual authorized employees of the district, by Bank of Montreal, a Canadian chartered bank with a branch at 115 South LaSalle Street, Chicago, IL 60603, with established limits and purpose; and

WHEREAS, it is the desire of the Township of Upper Dublin to enable each authorized individual employee to procure authorized supplies and other products for the Township of Upper Dublin purposes in order to facilitate creative pedagogical and governmental processes and efficient operations; and

WHEREAS, it is the desire of the Township of Upper Dublin to reduce the economic burden on the resources of the Township of Upper Dublin by increasing efficiency and reducing the administrative costs of the Township of Upper Dublin and to respond to the exigencies of the day-to-day operations in accordance with the procurement process as established by Pennsylvania Statutes; and

WHEREAS, the Township of Upper Dublin recognizes that the Procurement Card is neither a substitute for public bidding nor the Township of Upper Dublin's existing procurement program, and that the Procurement Card Program is not being implemented for the purpose of bid splitting and/or the avoidance of the statutorily mandated public bidding process; and

WHEREAS, the Township of Upper Dublin recognizes the economic and financial savings and benefits to be gained by establishing an electronic Procurement Card system and sponsors and endorses the Corporate MasterCard Procurement Card Program;

NOW, THEREFORE, BE IT RESOLVED by the Township of Upper Dublin, Commonwealth of Pennsylvania, as follows:

1. The Upper Dublin Township Manager and Finance Director are authorized to enter into an Agreement with Bank of Montreal to secure Procurement Cards for each authorized employee of the Township of Upper Dublin under such terms and conditions as approved by its legal counsel and the Township of Upper Dublin.

2. As a condition precedent to receiving the Procurement Card, each authorized employee shall execute a Procurement Card Use Agreement.

3. As a condition precedent to receiving the Procurement Card, the Finance Director shall establish a monetary limit of authority for each employee's use of the Procurement Card.

4. As a condition precedent to issuance of a Procurement Card, Finance Director shall establish in writing purchasing parameters in accordance with the law including but not limited to: (a) a listing of goods and services which may be procured using the Card; (b) authorized vendors; (c) daily/weekly/monthly/annual monetary Procurement Card limits for each employee recipient of the Procurement Card.

5. As a condition precedent to receiving the Procurement Card, each employee recipient shall sign an Agreement of Indemnity, which is included in the Procurement Card Use Agreement.

6. The Township of Upper Dublin hereby expressly authorizes the Township Manager and Finance Director to execute the Member Account Agreement on its behalf.

7. Upon receipt and use of a Procurement Card, the cardholder shall submit receipts and such information as periodically requested by the Finance Director.

8. The Finance Director shall establish procedures and internal controls to implement this program, to ensure that Procurement Cards are being used only for authorized Township of Upper Dublin business purposes and in compliance with applicable law, and to allow for easily verifiable audits of their use.

9. If the Township of Upper Dublin has indicated to PFM that the account to be debited in connection with the Township of Upper Dublin's use of the Procurement Cards will be an account of the Township of Upper Dublin with the Pennsylvania Local Government Investment Trust. The Township of Upper Dublin will specify the specific account to PFM, which serves as Administrator of the Pennsylvania Local Government Investment Trust, and PFM is authorized by the Township of Upper Dublin to debit such account and make payment to Bank of Montreal in connection with the Township of Upper Dublin's use of the Procurement Cards.

RESOLVED, this 14th day of August, 2018

ATTEST:

BOARD OF COMMISSIONERS
UPPER DUBLIN TOWNSHIP

By: _____
Paul A. Leonard, Secretary/Township Manager

By: _____
Ira S.Tackel, President

RESOLUTION NO. 18-2296

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby requests a Pennsylvania Department of Community and Economic Development Keystone Communities Program Development Grant of $250,000 to be used for Repurposing 520 Virginia Drive for the New Location of the Upper Dublin Public Library.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Pennsylvania Department of Community and Economic Development to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held 8/14/2018 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin this 14th day of August 2018.

Upper Dublin Township
Name of Applicant

Board of Commissioners
Upper Dublin Township

By: _____
Ira S. Tackel, President

Montgomery
County

_____
Paul A. Leonard, Secretary

RESOLUTION NO. 18-2297

2018 Round of the County Transportation Program

Whereas, Montgomery County has established the County Transportation Program as a competitive funding program to assist municipalities with improving transportation infrastructure throughout the county; and

Whereas, the County is accepting grant applications to cover part of the local match of PennDOT Green-Light-Go project awards, which include projects involving traffic signal part replacements, upgrades, and retimings; and

Whereas, PennDOT awarded the Welsh Road (PA 63) Corridor Fiber Optic and Signal Upgrade project a Green-Light-Go grant in 2017; and

Whereas, applications and projects must meet all stated requirements within the County Transportation Program Guidebook; and

Whereas, Upper Dublin Township wishes to obtain $200,000.00 from the County Transportation Program to match the local funding commitment for the Welsh Road (PA 63) Corridor Fiber Optic and Signal Upgrade project; and

Whereas, if awarded, Upper Dublin Township will apply the award from the County Transportation Program to be split between Upper Dublin Township at 42.8%, Horsham Township at 43.6% and Abington Township at 13.6% which is derived from the commitment percentages in the original PennDOT Green Light Go agreement; and

Whereas, the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the official to execute all documents and agreements between the Township of Upper Dublin and Montgomery County to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held August 14th, 2018 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin this 14th day of August, 2018.

Upper Dublin Township
Name of Applicant

Board of Commissioners
Upper Dublin Township

By: _____
Ira S. Tackel, President

Montgomery
County

_____
Paul A. Leonard, Secretary

RESOLUTION NO. 18-2298

WHEREAS, Article XIII., Section 1301 of the Rules and Regulations for the Civil Service Commission provides for timely and appropriate Amendments to the Rules and Regulations for the Civil Service Commission of Upper Dublin Township; and

WHEREAS, pursuant to Section 55635 of the First Class Township Code, the Civil Service Commission is required to make rules and regulations to be approved by the Upper Dublin Board of Commissioners providing for the examinations, practical in character, for positions in the Upper Dublin Police Force, relating to such matters as fairly test the merit and fitness of the persons examined.

NOW, THEREFORE, be it resolved that the Commissioners of Upper Dublin Township do hereby endorse and approve Amendment No. 12 to the Rules and Regulations of the Civil Service Commission, a copy of which is attached hereto and made a part of this Resolution.

ADOPTED this 14th day of August, 2018 at a regular stated meeting of the Board of Commissioners.

By: _____
Ira S. Tackel, President

Attest: _____
Paul A. Leonard, Secretary

AMENDMENT NO. 12

RULES AND REGULATIONS
FOR THE
CIVIL SERVICE COMMISSION
UPPER DUBLIN TOWNSHIP

In accordance with Article XIII., Section 1301 of the Rules and Regulations For The Civil Service Commission, the Civil Service Commission hereby proposes the following amended regulations:

1. Article III. Applications, Section 304. Age and Residence Requirements., shall be amended to increase the age requirement to twenty-one (21) years of age from eighteen (18) years of age at the time of the last date for filing an application, as follows:

> Section 304. Age and Residence Requirements. No person shall be eligible to apply for examination unless he or she is at least twenty-one (21) years of age at the time of the last date for filing an application. If provided by ordinance, nonresident police officers shall become residents of the Township after appointment to such positions as provided in such ordinance.

2. Article VII. Examination Process, Section 701. Examinations for Police Positions., A. Examination for the Position of Patrol Officer., (2), shall be amended to increase the number of persons receiving passing grades for further processing to fifty (50) persons from thirty (30) persons, as follows:

> (2) Upon completion of the written examination by qualified applicants and following the determination of scores, the Commission shall select the top fifty (50) persons receiving passing grades for further processing. All persons having the same score as the fiftieth person shall also be included for further processing.

Approved by a majority of the Commission this 31st day of July, 2018, at a special meeting of the Commission:

Kenneth J. Cooper, Chairperson

Laurence S. Nathan, Vice Chairperson

David F. Levy, Secretary

ABSENT
Frances F. Biedlingmaier, Alternate Member

ABSENT
Derek R. Hopper, Alternate Member

RESOLUTION NO. 18-2299

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)

of the Township of Upper Dublin, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township
(Name of MUNICIPALITY)

(Signature and designation of official title)
PAUL A. LEONARD, SECRETARY

By: (Signature and designation of official title)
IRA S TACKEL, PRESIDENT

I, Ira S. Tackel, Board President
(Name) (Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 14TH day of August, 2018.
(Name of governing body)

DATE: 8/14/2018

(Signature and designation of official title)
IRA S. TACKEL, PRESIDENT

TE-160 (6-12)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard **Title :** Township Manager

Municipal Name : Upper Dublin Township

Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034

Municipal Phone Number : (215) 643 - 1600 **Alternative Phone Number :**

E-mail Address : pleonard@upperdublin.net

Municipal Hours of Operation : 8:00AM - 5:00PM

B - Application Description

Location (*intersection*) : Susquehanna Rd and Butler Pike

Traffic Control Device is : ☐ **NEW** Traffic Signal ☒ **EXISTING** Traffic Signal **(*Permit Number*) :** 64-0115

Type of Device (*select one*) ☒ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*) ☐ Flashing Beacon (*MUTCD Section 4L*) ☐ School Warning System (*MUTCD Section 7B*)

☐ Other :

Is Traffic Signal part of a system? : ☐ YES ☒ NO **System Number (*if applicable*) :**

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Replace existing inductance loops with video detection, replace LED signal indications and install countdown pedestrian signal heads

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO **If YES, HOP Application # :**

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☒ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor

☐ Other :

Maintenance and Operations Contact Name : Bernard Brown **Company/Organization :** Upper Dublin

Phone # : (215) 643 - 1600 **Alternative Phone # :** **E-mail :** bbrown@upperdublin.net

D - Attachments Listing

☒ Municipal Resolution (*required*)	☐ Location Map	☐ Traffic Volumes / Pedestrian Volumes
☐ Letter of Financial Commitment	☐ Photographs	☐ Turn Lane Analysis
☐ Traffic Signal Permit	☐ Straight Line Diagram	☐ Turn Restriction Studies
☐ Warrant Analysis	☐ Capacity Analysis	☐ Other :
☐ Crash Analysis	☐ Traffic Impact Study (TIS)	
☐ Traffic Signal Study	☐ Condition Diagram	

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard **Date :** 8/14/2018

Signed By : [signature] **Witness or Attest :** Deb Ritter

Title of Signatory : Township Manager **Title of Witness or Attester:** Admin

DEPARTMENT USE ONLY

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Exhibit "A":

Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:
Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:
Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS	TYPE OF REPAIR PERMITTED
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency of Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency of Final
Signal heads	Final Only
EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

Exhibit "B":
Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

DEPARTMENT USE ONLY

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

TE-160 (6-12)

Application Instructions

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.
Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.
Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(*Permit Number*): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)
Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications
Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.
School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*if applicable*):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.
Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.