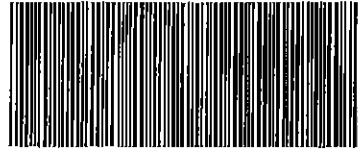




DEED BK 6123 PG 01313 to 01491
INSTRUMENT # : 2019005699
RECORDED DATE: 01/28/2019 10:07:30 AM



4703612-0021J

RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 179

Document Type: Deed Miscellaneous
Document Date: 01/14/2019
Reference Info:

Transaction #: 4893022 - 14 Doc (s)
Document Page Count: 178
Operator Id: tbutler

RETURN TO: (Mail)
 LAND SERVICES USA, INC
 1 S CHURCH ST
 SUITE 300
 WEST CHESTER, PA 19382

PAID BY:
 LAND SERVICES USA INC

*** PROPERTY DATA:**

Parcel ID #: 54-00-02290-03-2
Address:
Municipality:
School District:

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee: Deed Miscellaneous \$73.75
 Additional Pages Fee \$348.00
 Additional Names Fee \$0.50
Total: \$422.25

DEED BK 6123 PG 01313 to 01491

Recorded Date: 01/28/2019 10:07:30 AM
 I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



Jeanne Sorg

Jeanne Sorg
Recorder of Deeds

Rev1a 2016-01-29

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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**

14

PREPARED BY:

Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422
Attn: Simi Kaplin Baer, Esquire
Tel.: 610-941-2657
Fax: 610-684-2036

Montgomery County
JAN 28 2019
Recorder of Deeds

Record & Return to:
Land Services USA, Inc.
1 South Church Street, Suite 300
West Chester, PA 19382

P.C.

~~Attn: Simi Kaplin Baer, Esquire~~
~~Tel.: 610-941-2657~~
~~Fax: 610-684-2036~~

REGISTERED NEW

fee
\$15.00
1/28/19

Tax Parcel No.: 54 00 02290 03 2 (mw)

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178

CASTLE PARCEL LAND DEVELOPMENT AGREEMENT

CASTLE PARCEL DEVELOPMENT AGREEMENT
BETWEEN

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC

AND

TOWNSHIP OF UPPER DUBLIN

FOR A DEVELOPMENT KNOWN AS
MATTISON ESTATE – CASTLE FACILITY

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CASTLE PARCEL DEVELOPMENT AGREEMENT
BETWEEN
LINDENWOLD RESIDENTIAL ASSOCIATES, LLC

AND

TOWNSHIP OF UPPER DUBLIN

FOR A DEVELOPMENT KNOWN AS
MATTISON ESTATE – CASTLE FACILITY

THIS AGREEMENT, made this 14th day of January 2019, by and between *made effective as January 25th, 2019*

TOWNSHIP OF UPPER DUBLIN, a municipal corporation operating under the First Class Township Code with offices located at 801 Loch Aish Avenue, Fort Washington, Montgomery County, Pennsylvania (hereinafter referred to as "Township") and LINDENWOLD RESIDENTIAL ASSOCIATES, LLC, a limited liability company organized pursuant to the laws of the Commonwealth of Pennsylvania located at c/o Aquinas Realty Partners, LLC, 861 Village Lane, Bensalem, PA 19020 (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the applicant for the subdivision and land development of that certain parcel of real estate situate on 701 South Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania, which parcel of real estate is referred to as County Tax Parcel Nos. 54-00-02290-005 *(for reference only)* (hereinafter referred to as the "Site"); and

WHEREAS, the Site is intended to be developed as a mixed use development pursuant to the provisions of the MRH Mixed Use Residential-Historic District consisting of the following: (i) Developer intends to restore and renovate the historic castle located on the Castle Parcel (as hereinafter defined); (ii) Mattison Development, LLC ("DVD") intends to develop 32 twin homes and 72 townhomes on the Residential Parcel (as hereinafter defined); (iii) SBLP Upper Dublin, LLC ("SB") intends to develop 250 senior living apartments with structured parking and associated

amenities on the Senior Parcel (as hereinafter defined); and (iv) DVD intends to renovate and restore certain historic resources on the Site (hereinafter referred to as the "Project");

WHEREAS, upon the application for conditional use by Developer, the Board of Commissioners of the Township, on May 9, 2017, granted conditional use approval for the development of the Project, a copy of which is attached hereto and incorporated herein as EXHIBIT "A" (the "Conditional Use Decision");

WHEREAS, Developer has received preliminary/final land development approval from the Board of Commissioners of the Township on March 13, 2018 pursuant to Resolution No. 18-2273 attached hereto and incorporated herein as "EXHIBIT B" (the "Approval Resolution") for a set of plans prepared by Bohler Engineering, Inc. dated April 28, 2016 with latest revision date December 27, 2018 consisting of sheets numbered 1 through 88 (hereinafter referred to as "Site Plans"); and

WHEREAS, Developer also received subdivision approval from the Board of Commissioners of the Township on March 13, 2018 pursuant to the Approval Resolution for a set of plans prepared by Bohler Engineering Inc. dated January 9, 2018 with latest revision date April 24, 2018 (hereinafter referred to as "Subdivision Plans" and together with the Site Plans, collectively, the "Plans"). The Subdivision Plans divide the Site into five (5) parcels: Parcel 1 – a 34.891 acre parcel to be conveyed to DVD for development of the 32 twin homes and 72 townhouse units (the "Residential Parcel"); Parcel 2 – a 7.910 acre parcel to be conveyed to SB for development of the 250 independent senior living apartments with structured parking and amenities (the "Senior Parcel"); Parcel 3 – a 1.131 acre parcel consisting of the historic castle known as Mattison Estate (the "Castle Parcel"); Parcel 4 – a 0.217 acre parcel consisting of the historic Bethlehem Pike Gatehouse (the "Gatehouse 1 Parcel"); and Parcel 5 – a 0.473 acre parcel consisting of the historic Cedar Road Gatehouse (the "Gatehouse 2 Parcel"); and

WHEREAS, said Site Plans were approved subject to the conditions set forth in Approval Resolution; and

WHEREAS, said Site Plans were approved on condition that prior to the opening of any streets, the development of any portion thereof, or the obtaining of building permits for homes or other occupied structures, the Developer will comply with the Township ordinances pertaining thereto and, particularly, execute a development agreement, and deposit with the Township a proper escrow fund guaranteeing the performance of the obligations hereinafter set forth and described, to the extent hereinafter required; and

WHEREAS, the construction of the common site work for the Project is subject to that certain Site Development Agreement (the "SDA") between DVD and SB; and

WHEREAS, DVD and SB have also entered into that certain Development Agreement with the Township (the "Common Development Agreement") to guarantee the completion of the common site improvements being constructed in accordance with the SDA; and

WHEREAS, Developer and the Preservation Alliance for Greater Philadelphia ("Preservation Alliance") entered into and recorded contemporaneously with the recording of this Agreement a Deed of Preservation Easement which provides for, inter alia, the restoration and repair of the Castle in accordance with the terms and conditions of the Deed of Preservation Easement, a copy of which is attached as EXHIBIT "C"; and

WHEREAS, Developer now requests the approval of the Township to commence restoration and repair of the Castle in accordance with the Deed of Preservation Easement and development and construction of the improvements proposed on the Castle Parcel in accordance with the Site Plans (the "Castle Project");

WHEREAS, Developer is required to reimburse the Township for payment of inspection and Township Engineers', Township Solicitors' and other professional advisor fees in connection with the development of the Castle Project; and

WHEREAS, Developer must deposit sums in escrow as a security deposit to reimburse the Township for the payment of professional fees; and

WHEREAS, pursuant to that certain Financial Security Agreement (as hereinafter defined), Developer shall make a cash deposit in escrow with Citizens Bank, N.A. in the sum of One Million, Two Hundred Forty Eight Thousand, Fifteen Dollars and No Cents (\$1,248,015.00) (the "Escrow Deposit") to guarantee the restoration and repair of the Castle in accordance with the Deed of Preservation Easement, and the completion of the development and construction of the improvements (collectively "Castle Project Improvements, as hereinafter defined) as shown on the Site Plans and as required by the ordinances, codes, resolutions and regulations of the Township; and

WHEREAS, the Township is willing to permit Developer to commence said development and construction of the Castle Project upon the execution of and compliance with this Agreement as hereinafter set forth; and

NOW THEREFORE, for and in consideration of the approval by the Township of Developer's request to commence development and construction of the Castle Project upon compliance by Developer with the terms and conditions hereof, Developer, intending to be legally bound hereby, covenants and agrees with Township as follows:

I. GENERAL COVENANTS AND CONDITIONS

1. WHEREAS Clauses. The WHEREAS clauses are incorporated by reference as if set forth in full.

2. Obligation to Restore Castle and Construct Improvements. The Developer will restore and repair, or cause to be restored and-repaired, the Castle, at its own expense and without any expense or cost whatsoever to the Township or the Preservation Alliance, in strict conformity with the scope of work set forth on Novacastria Construction's proposal dated February 21, 2018 (last revised November 8, 2018), attached hereto as "EXHIBIT D", and the Pancoast & Clifford Cost Estimate dated November 9, 2018, attached hereto as "EXHIBIT E"; and further, will construct, or cause to be constructed, at its own expense and without any expense or cost whatsoever to the Township, in strict conformity with the Township's requirements and specifications, the improvements located on the Castle Parcel identified in orange on "EXHIBIT F" and more specifically described in the Engineer Cost Estimate approved by the Township Engineer and attached hereto as "EXHIBIT G" (hereinafter collectively referred to as the "Castle Project Improvements").

3. Quality of Work and Materials. All Castle Project Improvements shall be done and performed in the best and most workmanlike manner, and shall be completed at the sole cost and expense of the Developer, subject to final inspection by the Preservation Alliance and the Township Engineer, which final inspection shall be requested in writing by the Developer within thirty (30) days after such Castle Project Improvements have been completed.

4. Compliance with Laws. The Developer agrees to comply with the provisions of this Agreement, the provisions of all applicable codes and ordinances of the Township, the Subdivision and Land Development Ordinance, the Township Road and Street Specifications, the Engineering and Construction Standards, Improvement Procedures ("ECSIP"), the Township Building Code, the Pennsylvania Department of Transportation Highways Specifications, all federal and state statutes and regulations, and all applicable standard detail sheets (collectively,

the "Laws"). To the extent that there are any inconsistencies between the Laws and the Plans, the Plans shall control.

5. Incorporation of Plans; Change of Site Plans. The Site Plans, specifications and other documents, as approved by the Board of Commissioners of Upper Dublin Township, are hereby incorporated herein as a part of this Agreement.

If Developer shall contemplate any change or revision in the approved Site Plans as it relates to the Castle Project Improvements or any development on the Castle Parcel, Developer shall first submit such change or revision to the Township Engineer in the form of a plan drawing prepared by Developer's engineer, together with a letter of transmittal explaining, in detail, the proposed change or changes. After completing his review of the proposed change or changes, the Township Engineer shall make a recommendation to the Board of Commissioners as to whether the Board shall accept or reject such revision. In the event of acceptance of such revisions by the Board, Developer covenants and agrees to enter into such further written agreements with the Township with respect to any or all revisions as may be deemed necessary by the Board, and no work or construction associated with the Castle Project Improvements required by the revised development plan shall be done unless and until such further written agreements have been executed by the Board and Developer, and proper escrows, if any be required, are deposited by Developer. The Township Engineer may approve, on his own authority, de minimis changes which would not affect the amount of the required escrows.

6. Easements. To extent not already acquired and provided to the Township, Developer agrees to acquire easements or rights-of-way for drainage and utility purposes over, through, along and across such portions of land as may be required to comply with the development of the Castle Parcel in accordance with the Site Plans and specifications, said

easements or rights-of-way to include all rights and privileges necessary to construct, maintain, operate, repair, replace, reconstruct, alter and remove the drainage of said development as shown on the said Site Plans and specifications. It is understood and agreed by the parties that all construction and acquisition of easements, if any are required, shall be at no expense to the Township, and that all cost and expense whatsoever shall be borne by and paid for by the Developer.

7. Subcontractors. Developer shall sub-contract the street paving, curbing, storm drainage and/or other work listed in this Agreement only to recognized and established contractors. Prior to the commencement of any work, Developer shall submit to the Township Engineer for his approval, the names and addresses of all subcontractors performing any work hereunder and shall also submit to the Township Engineer for approval, the specifications for all materials to be used.

8. Castle Project Improvements to Meet Preservation Alliance and Township Specifications. The Castle Project Improvements shall be completed in accordance with the Deed of Preservation Easement, and with the Site Plans and specifications of the Township, and shall meet the approval of the Preservation Alliance and the Township Engineer.

9. Authority of Township Engineer. It shall be the obligation of the Developer to arrange in advance with the Township Engineer for inspection of the work as the work progresses. The cost of such inspections shall be paid by the Developer. The Township Engineer is authorized to require the removal of any work which is not completed in accordance with all Laws, or which is not done in a good and workmanlike manner. The Township Engineer is also authorized to require removal and/or relocation of any storm sewers and under drains which do not function in accordance with specifications.

10. Liability Insurance. At all times during the construction of the Castle Project Improvements, the Developer 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 Developer shall also cause any contractor and/or subcontractor performing work on behalf of the Developer to carry the insurance required by this paragraph. All such insurance shall name the Township as an additional insured. Evidence of any such insurance shall be delivered upon request.

11. Waste Materials. Developer will be responsible for the collection and removal of waste materials such as papers, cartons and the like cast, thrown or deposited on or adjacent to the Castle Project (whether discarded by it, subcontractors or material suppliers) in connection with the construction of the Castle Project Improvements, and agrees to prevent the same from being buried on the site or deposited upon the land.

12. Cessation of Work. If Developer ceases work upon the Castle Project Improvements (excepting the final coat to roadways) while the Castle Project is incomplete for a continuous period of ninety (90) days or more, barring strikes, shortages of material, unfavorable weather or other conditions beyond Developer's control, such a cessation shall at the Township's option be deemed a breach of this Agreement. In such event the Township may pursue any remedies available to it pursuant to Article IX, Section 8 as a result of such breach.

13. Time for Completion; Township's Remedies. The entire work on the Castle Project Improvements herein provided shall be completed by the Developer not later than two (2) years from the date of this Agreement barring strikes, shortages of material, unfavorable weather or other matters or conditions beyond Developer's control; provided, however, that by mutual

written agreement of the Township and the Developer, said time of performance and completion may be extended. If the Developer fails to perform the Castle Project Improvements as herein specified by the time indicated hereinabove, then the Township may, at its option, after the expiration of thirty (30) days written notice, to the Developer at the address above given, enter into possession, complete the said work, either with its own men, or by others with or without competitive bidding, and the full cost of so doing will be the measure of damages due to said failure on the part of the Developer.

14. Blasting. It is further understood and agreed that if the installation of any Castle Project Improvements requires blasting, that the Developer will obtain and pay for any permits required before work is commenced and indemnify the Township from any cost or losses incurred as a result of the blasting work required. Further, in the event the Township is required to submit bonds to the State and County because of the requirements of those agencies, Developer will reimburse the Township for any expense involved in complying with the regulations.

15. Penalty for Failure to Comply with Building Inspection and Occupancy Permit Requirements. Developer agrees that it will comply fully with all Laws in regard to the inspection of the Castle Project during the period of construction, including obtaining the required signatures of the inspectors on the placard issued to the Developer. Developer agrees that it will obtain a use and occupancy permit for The Castle structure. Developer further agrees that, in the event that Developer fails to comply with the provisions of this paragraph, the Township may declare the Developer in default (after the expiration of any applicable notice and cure periods) and avail itself of any and all remedies set forth in Article IX, Section 8 of this Agreement.

16. Notice and Inspections. All culverts, storm sewers and underdrains, manholes, paving, curbing, setting of monuments and other improvements are subject to inspection and approval at the cost of the Developer by the Township or its agents. Developer will notify the Township Public Works Department at least seventy-two (72) hours in advance of the initial commencement of any work in connection with the Castle Project. Meetings shall be scheduled by the Developer with Township (or its agents) and the representatives of any affected utility companies from time to time, in order to coordinate the scheduling of work. After initial commencement of work, no Castle Project Improvements subject to inspection by Township shall be commenced without seventy-two (72) hours prior notice to the Township Public Works Department. Such work includes the laying of the stone base course on any street and the commencement of each separate paving operation.

If work is commenced without proper notice and if the Township (or its agents) has a reasonable doubt as to whether the work complies with the Township specifications, the Township (or its agents) shall have the right to any or all of the following remedies: (a) order the removal of any such work if it determined that the work does not comply with the Township specifications; (b) assign an inspector to the project, at Developer's expense, whether or not work is being performed; and (c) declare the Developer in default of this Agreement (after the expiration of any applicable notice and cure periods) and avail itself of any and all remedies set forth in Article IX, Section 8 of this Agreement.

Developer agrees that in the event any of the materials used in construction of the Castle Project Improvements shall be rejected or disapproved by the Township Engineer as defective or unsuitable, then the materials shall be removed and replaced with other approved materials, and

the labor shall be done anew to the satisfaction and approval of the Township Engineer at the cost and expense of Developer.

17. Filing of "As Built" Street and Utility Plans. Upon the final completion of the Castle Project Improvements, the Developer shall file with the Township a certified, reproducible "As Built" plan of the street and utility layouts as constructed and approved by the Township Engineer. The plan shall be drawn to the same scale as the original approved plans, and shall show streets, curbs, sidewalks, general site grading, sanitary sewers and laterals, storm sewers, water mains and services, telephone, electric, and cable TV services, and any additional underground facilities that may be installed. An "As Built" profile shall also be drawn to the same scale as the original approved plans to indicate the final invert elevations and locations of the sanitary and storm sewer pipe inlets and manholes. The Developer shall also televise the sanitary and storm sewer pipes and provide a copy of the CD or other electronic media to the Township.

18. Snow Removal/Cindering. Township will not plow and cinder private or undedicated roads or paved areas located on the Castle Parcel. Snow plowing and the application of cinder shall be the sole responsibility of Developer and owner/operator of the Castle Parcel.

19. Solid Waste Collection. Township will not be responsible to collect solid waste or recycling from the Castle Parcel during construction and after occupancy. Solid Waste and recycling collection shall be the sole responsibility of the Developer and owner/operator of the Castle Parcel.

II. CONDITIONS TO BE MET PRIOR TO COMMENCING CONSTRUCTION OF IMPROVEMENTS

1. No Castle Project Improvements shall be commenced until:

- a. This Agreement is duly signed and delivered.
- b. A recordable version of the Site Plans, in a form and substance satisfactory to the Township Engineer, is recorded according to law.
- c. A Cash Escrow Agreement in form approved by the Township Solicitor is executed, submitted to the Township and funded.
- d. All fees required by this Agreement and any Code, Resolution or Regulation of the Township are paid, including the payment of costs, and legal and engineering expenses, incurred by the Township for the completion of its initial approval of the Site Plans, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by the Township, or escrows for same have been established.
- e. All off-site easements have been offered to the Township.
- f. A grading permit has been issued after application therefore and the posting of guarantees and fees.
- g. All other requirements of the Laws have been met.
- h. The Developer has entered into an agreement with Bucks County Water & Sewer Authority to provide sanitary sewer service to the Castle Project.
- i. The Developer has entered into an agreement with the Ambler Borough Water Department (hereinafter referred to as the "Water Company") to provide public water service to the Castle Project.

2. Upon compliance with the requirements of Section 1 hereinabove, Developer may obtain the requisite Township permits for construction of the Castle Project Improvements.

III. OBLIGATIONS OF DEVELOPER FOR IMPROVEMENTS

1. Street Improvements. The streets shall be constructed in accordance with the codes and regulations of the Township, the conditions of approval of the Site Plans and subject to the approval of the Township Engineer.

No paving of any street shall occur between November 1 and April 1, without written permission of the Township Engineer.

2. Concrete Curbs. Curbs, aprons and driveway ramps shall be constructed of concrete and shall be placed in accordance with the specifications of the Township and in accordance with the Site Plans.

3. Sidewalks. Sidewalks shall be constructed of concrete in accordance with the Site Plans.

4. Handicap Ramp. Handicap ramps shall be constructed in accordance with the details shown on the Site Plans.

5. Storm Sewers and Inlets. The Developer shall construct and maintain during the term of this Agreement, a storm drainage system to adequately drain the surface waters from the Castle Project. No surface waters shall be restricted, dammed, gathered, collected and/or discharged upon an adjoining property to its injury without the written consent of the owner of said adjoining property. In the event that there should be any illegal restriction, damming, gathering, collection and/or discharge of surface waters upon an adjoining property without the written consent of the owner thereof, as determined by the Township Engineer, the Developer agrees to promptly correct the same and assume full liability and responsibility therefor.

Should the Township, by virtue of its approval of these plans of development, be held financially liable to an injured property owner, the Developer agrees to join with the Township in defending itself from any claim, and furthermore to fully indemnify and reimburse the Township

from any verdict and/or judgment, including all costs and fees incurred by the Township in defending the action.

Township shall be responsible for maintenance of a storm drainage system only in a public right-of-way and in public easements.

Developer agrees to construct all drainage facilities and incidental drainage facilities as from time to time are required by the Township Engineer or his authorized representative in accordance with the proposed drainage plans. Developer acknowledges that there may occur, from time to time, situations where soil erosion control, lot stabilization, grading and/or drainage may have to be altered or improved or completed because of field conditions. In the event that the Township Engineer shall find at any time that additional storm water management work is required, or revisions are necessary due to unforeseen circumstances, mistake of fact or conditions as observed in the field, the Developer shall install such additional drainage work or make such corrections in the proposed drainage system as shall be necessary in the opinion of the Township Engineer. In this regard the Township shall not be bound by the preliminary or final drainage plans.

All stormwater management collection structures must be continuously protected from sedimentation infiltration during construction until all contributing areas of runoff to the structures are determined by the Township Engineer to be stable.

If the Developer should at any time fail to comply with the provisions of this paragraph after notice and opportunity to cure in accordance with Article IX, Section 8 of this Agreement, the Township may avail itself of any and all remedies set forth in Article IX, Section 8 of this Agreement.

6. Sanitary Sewers. An eight inch minimum sanitary sewer main, together with four inch laterals, will be installed in accordance with the Site Plans but shall not be used until their

construction is approved by the Township, and all Laws as to their connection and use are complied with. Construction approval of the sanitary sewers is required from the Township Engineer, whether or not they will be dedicated, prior to the construction of laterals from the Castle Project.

7. Traffic Signs and Striping. Traffic signs and striping shall be completed in accordance with the final approved Site Plans.

8. Maintenance and Control of Traffic. Maintenance and control of traffic on Township roads shall be as directed by the Township Engineer. The proposal for maintenance of traffic shall be submitted to the Township for approval before the work affecting traffic is commenced.

Maintenance and control of traffic on State Highways shall be in accordance with plans as approved by the Pennsylvania Department of Transportation.

Before any work is done on existing roads, maintenance of traffic devices as approved, shall be installed and operational.

Developer agrees to maintain such barricades as are necessary during the course of construction of the Castle Project Improvements so as to give all reasonable protection to the traveling public and to maintain such warning lights or flares as are necessary for this purpose.

9. Street Names and Signs. Developer will pay for and erect all street signs and traffic control signs installed as part of the Castle Project Improvements. The names of the streets shall be submitted to and shall receive the approval of the Township and the U.S. Postal Service. Names shall not conflict with or be liable to be confused with the names of any other streets within the Township or without the Township when in the immediate vicinity of the

Castle Project. The location, type, size and construction of such signs shall be uniform and shall be such as approved by the Township.

10. Erosion and Sedimentation Control. Developer shall fully comply with the Site Plans and with the Subdivision and Land Development Ordinance of the Township of Upper Dublin setting forth standards for the prevention of soil erosion. Developer further agrees to obtain a permit from the Pennsylvania Department of Environmental Resources, if required, under Chapter 102 of Title 25 of the Pennsylvania Code, under Act of June 22, 1937, P.L. 1987 Sections 5 and 402 (35 P.S. §691.5, §691.402 unless otherwise noted or amended) prior to the commencement of work under this Agreement. Developer agrees that all erosion and sedimentation control devices shall be installed prior to the start of any construction and site grading and shall be maintained through the construction of the Castle Project Improvements.

11. Grading. Developer agrees to be bound by the provisions of the Upper Dublin Township Code which regulate the design, construction, maintenance or alteration of grading, excavation and fills. Grading permits shall be obtained from the Township prior to doing any earth work.

Developer also agrees that if grading is not completed due to adverse weather conditions prior to a request for an occupancy permit, the Township may allow a temporary permit to be issued pending the completion of grading work if an escrow fund is established with the Township specifically therefor.

12. Driveways. All driveways abutting a primary or major thoroughfare shall include an approved and paved turnaround so as to eliminate the necessity of the backing of vehicles onto the thoroughfare. Driveways shall be at least ten (10') feet in width and a minimum thickness of two (2") inches bituminous surface course on six (6") inches of crushed stone.

Driveway aprons between the sidewalks and curb shall be constructed of reinforced concrete in accordance with Township standards.

13. Stormwater Management Facilities. The retention basins, detention basins, infiltration trenches, seepage pits, rain gardens, inlets, piping and outlets (hereinafter referred to as the "Stormwater Management Facilities") shall be constructed in accordance with the final approved Site Plans to restrict the discharge of surface water as required by the Subdivision and Land Development Ordinance of the Township. The Township reserves the right to require additional U-drains, low flow channels or any other reasonable alterations to the Site Plans if, upon inspection by the Township Engineer, it is found that the Stormwater Management Facilities as shown on the Site Plans need additional alterations to construction in order for the Stormwater Management Facilities to function in accordance with Township regulations and generally accepted engineering standards. The cost for any reasonable construction alterations of this nature will be paid for by the Developer. Upon completion and approval by the Township Engineer, the Stormwater Management Facilities shall thereafter be maintained in accordance with the Declaration (as defined herein).

14. Street Light System. The Developer shall provide for the erection of electric street lights. The installation of the street lights shall be in accordance with the Site Plans. The Township reserves the right to establish standards for lighting and associated equipment as well as the lighting circuitry and location. The Developer will provide for the installation as aforesaid without cost to the Township.

The Developer shall coordinate the street lighting installation with the Township Lighting Consultant and the Township Engineer, so that both may be present during the following phases of street lighting installation:

- a. Pouring of the concrete street lighting bases;
- b. Trenching of the street lighting looped circuits; and
- c. Installation of poles and fixtures.

Developer hereby agrees to make the necessary arrangements for the erection of street lights and will maintain the poles and fixtures.

15. Landscaping. Landscaping shall be installed in accordance with the Landscaping Plan included within the Site Plans and shall fully comply with the Subdivision and Land Development Ordinance of the Township.

16. Water Mains. Water mains of a size acceptable to the Township shall be installed by the Developer, at its expense and in accordance with the requirements and directions of the Water Company.

Developer shall file with the Township prior to the issuance of any building permit hereunder a written instrument executed by a duly authorized officer of the Water Company, whereby the Water Company obligates itself to install water mains to the site and to furnish an adequate water supply to the buildings to be erected on the Castle Parcel.

17. Fire Hydrants and Fire Hydrant Service. Developer hereby petitions the Township for fire hydrants within the Castle Project. The location, number and type of fire hydrants and/or stubs shall be installed as designated by the Township Fire Marshal in consultation with the Fire Underwriters. The number of fire hydrants shall be sufficient to benefit the entire Castle Project, together with any territory immediately adjacent thereto.

18. Underground Utilities. The Developer shall provide for the supplying of electric, telephone and cable TV service at a convenient spot on all the lots in the Project and said service shall be installed completely underground.

All telephone, electric and cable TV conduits, gas mains, water mains, sewage systems, drainage systems, storm systems, culverts and fire hydrants, as well as all service connections to the lots within the Project shall be installed before the paving of streets in all those cases where any such service or system is to be installed. All existing streets disturbed by the work of construction shall be repaved by the Developer to their full width at the Developer's sole cost and expense. The approval of the Pennsylvania Department of Transportation where required, shall be obtained prior to any construction in a state highway.

19. Concrete Monuments and Lot Pins. The boundaries of each and every lot shall be marked with permanent surveyor's iron pin monuments; said monuments shall be placed in each corner of the individual lot or in such additional locations as the shape of the lot will require, all in accordance with the directions of the Township Engineer; said monuments shall be placed by a registered surveyor and shall be visible when final grading has been completed. The cost of monuments shall not be charged by the Developer, owner, or their agent, to the purchaser of a lot. Concrete monuments for streets shall also be installed in accordance with the Township Subdivision and Land Development Ordinance. Developer shall submit, for an occupancy permit, an "as-built" plan, prepared by a registered surveyor, for each lot, indicating the location of all structures, and the setting of the lot corner pins.

IV. ESCROW FUND FOR PAYMENT OF FEES

1. Reimbursement of Engineer and Consultants' Fees. Developer shall reimburse Township for any and all costs incurred by Township in connection with or on account of this Agreement or the Site Plans involved herein, including but not limited to, engineering fees, design and plan review, legal fees, inspection costs, the cost of third party consultants, and the cost of recording of any instruments. Funds in the Security Deposit (as defined below) shall be

used to pay for such costs and fees so long as such funds are sufficient based on the requirements in Paragraph 2 below.

2. Security Deposit for Professional Fees. The Developer hereby agrees to deposit with the Township the sum of Twenty Five Thousand Dollars (\$25,000) ("Security Deposit") as a fund for the payment of all costs and expenses, charges and fees as set forth in Paragraph 1 hereof, which may be incurred by the Township hereunder, upon execution of this Agreement. It is understood and agreed by the parties that neither the Township, its Solicitor, or its Engineer shall commence processing this application until said Security Deposit has been made with the Township.

The amount of Five Thousand Dollars (\$5,000.00) (twenty percent (20%) of the original Security Deposit) shall be the minimum amount on deposit with the Township at all times in order to pay for the aforementioned fees. When the Security Deposit is at or below said minimum amount, then the Developer shall deposit an additional sum in the amount of Five Thousand Dollars (\$5,000.00) (twenty percent (20%) of the original Security Deposit) to insure that all professional fees and costs incurred shall be promptly paid in accordance with Paragraph 1 hereof.

As the Township makes payment from the Security Deposit, the Township shall deduct an additional ten percent (10%) from each payment for its administrative costs and clerical services. Upon completion of the Castle Project, any remaining funds of the Security Deposit shall be promptly returned to Developer.

If Developer fails to make payment to the Security Deposit of additional sums when required in accordance with this paragraph 2 after ten (10) days' notice from the Township, no additional permits shall be issued for the Castle Project until such payment is made, and the

Township may avail itself of any and all remedies set forth in Article IX, Section 8 of the Agreement.

3. Interest on Security Deposit. All interest earned on the cash deposit shall be added to the Security Deposit fund.

V. ESCROW ACCOUNT FOR CONSTRUCTION OF IMPROVEMENTS

1. Financial Security Agreement. Executed concurrently and made a part hereof is the Developer's Escrow Agreement setting forth the amount of the Escrow Deposit which will be held for the purpose of guaranteeing that the Developer shall fully complete the Castle Project Improvements as set forth herein (exclusive of all the water mains and water service which will be constructed in accordance with the contract which has been entered into with the Water Company), shall comply with all the provisions of this Agreement, and shall complete the said Castle Project Improvements within the time for completion as specified herein. Under no circumstances is said escrow sum to be construed as a limitation of Developer's obligations for construction of the aforesaid Castle Project Improvements, said sum being an estimate only of the costs of completion.

2. Amount of Performance Security. The amount of the Escrow Deposit to be posted to guarantee the completion of the Castle Project Improvements is One Million, Two Hundred Forty Eight Thousand, Fifteen Dollars and No Cents (\$1,248,015.00).

The Developer agrees that if it requires more than one year to complete the Castle Project Improvements, the amount of the Escrow Deposit may be increased by an additional 10% for each one-year period beyond the date the Escrow Deposit is originally posted, or up to an amount not exceeding 110% of the estimated cost to complete the remaining Castle Project Improvements as readjusted on or about the expiration of the preceding one-year period. Any additional financial security shall be posted by the Developer in accordance with this Agreement.

3. Guarantee of Completion. The Developer agrees that the reasonable cost of doing the matters herein mentioned, including the Castle Project Improvements, engineering, inspection and miscellaneous costs, is set aside in the Escrow Deposit, in accordance with the Escrow Agreement, to guarantee the completion of the Castle Project Improvements. If a breach occurs in performance in completing said Castle Project Improvements by the Developer, after the expiration of the notice and cure period set forth in Article IX, Section 8, it is agreed that the Township Engineer shall determine the extent of non-performance, and that the amount of the Escrow Deposit shall be available to the Township to complete the Castle Project Improvements. To the extent such security is insufficient, the then unsecured cost to the Township may be filed as a municipal claim against the Castle Parcel and the Township may proceed at law or in equity to collect such sums from the Developer.

4. Maintenance of Escrow Deposit. The Developer hereby agrees that the Township is not required to act upon a written request for full or partial release of the Escrow Deposit pursuant to Paragraph 5 below at any time that the required balance is not contained within the Escrow Deposit for professional fees.

5. Partial and Full Releases of Escrow Deposit. As the work of installing the Castle Project Improvements proceeds, the Developer may request the Township to authorize a reduction of the amount of the Escrow Deposit reflecting such portion of the Castle Project Improvements which have been completed. Such requests shall be in writing to the Township. The Township shall have 45 days from receipt of such request within which to allow the Township Engineer to certify in writing to the Township that such portion of work on the Castle Project Improvements has been completed in accordance with the Deed of Preservation Easement and/or the Site Plans and to approve the request. Upon completion of the Castle

Project Improvements to the satisfaction of the Preservation Alliance and the Township Engineer, the Escrow Deposit shall be released to Developer.

VI. PERMITS

1. Recording of Site Plans a Prerequisite. Developer agrees that permits shall not be requested from or issued by the Township until the Site Plans are signed, acknowledged, and filed of record in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania. The recording shall be at the expense of the Developer.

2. Grading Permits. Developer shall obtain Grading Permits as necessary from Upper Dublin Township prior to starting work.

3. PennDot Highway Occupancy Permit. Developer has obtained a "Highway Occupancy Permit" from the Pennsylvania Department of Transportation for the Project which shall be in effect prior to starting any work on a state highway. In the event that revisions to the Site Plans are required by the Pennsylvania Department of Transportation that will affect the previous approval of the Township, the Site Plans shall be revised and resubmitted to the Township for approval.

4. National Pollutant Discharge Elimination System (NPDES) Permit. Developer shall obtain a "National Pollutant Discharge Elimination System (NPDES) General Permit" from the Pennsylvania Department of Environmental Protection ("PaDEP") for the entire Site.

5. U.S. Army Corps of Engineers and PA DEP Permits. Developer shall obtain all necessary permits from the U.S. Army Corps of Engineers and PaDEP for the preservation of Loch Linden Lake in accordance with the Site Plans.

6. Occupancy Permits. The Developer agrees to secure the necessary permits required for occupancy. The Castle may not be occupied before the Castle Project Improvement are fully completed to the extent required by the Preservation Alliance and the Township, and all

required driveways and parking spaces are installed.. No occupancy permit will be issued unless access to the dwelling units is in accordance with all Township ordinances, codes, resolutions and regulations under the Fire Code. The provisions of this paragraph shall not be interpreted to prevent occupancy where an approved base and binder of any street or streets are constructed to the extent as required by this Agreement, and the Developer desires to delay the final surfacing of said street or streets until near the end of the term in which the Castle Project Improvements hereinabove are required to be completed and weather permits. The Developer agrees that these provisions may be specifically enforced in equity or otherwise.

Developer warrants and agrees that no certificate of occupancy will be requested by Developer, its assignees, purchasers, etc., or granted by the Township unless both public water and public sanitary sewage facilities are available and functioning.

7. Common Area Maintenance. Contemporaneously with the recordation of this Agreement, DVD and SB shall have entered into and recorded a Declaration of Covenants, Restrictions and Easements (the "Declaration") that provides for, inter alia, the maintenance and upkeep of the Stormwater Management Facilities, parking areas, sidewalks, open space areas, public access easements and all other common and limited common areas and facilities on the Site.

8. Senior Parcel Parking Easement Agreement. Contemporaneously with the recordation of this Agreement, Developer and SB shall have entered into and recorded a Senior Parcel Parking Easement Agreement permitting Developer, its successors, assigns and tenants, to utilize portions of the Senior Parcel for surface parking of up to forty-eight (48) vehicles.

VII. MAINTENANCE OF IMPROVEMENTS

1. Street Improvements. Streets and related improvements will not be dedicated to the Township, but will be maintained pursuant to the Declaration.

2. Stormwater Management Facilities. Township and Developer agree no infiltration, retention and/or detention basins or other Stormwater Management Facilities shall be dedicated to the Township, and the Township shall have no duty or obligation to maintain or repair such infiltration, retention and/or detention basins or other Stormwater Management Facilities. The obligation to maintain and repair such infiltration, retention and/or detention basin or other Stormwater Management Facilities shall be provided for in the Declaration in perpetuity by means of a covenant running with the land obligating the party responsible to mow the grass or other vegetation within the limits of the same and not to obstruct, alter or destroy such infiltration, retention and/or detention basin or other Stormwater Management Facilities. The Declaration shall further provide for the maintenance, repair and replacement of such infiltration, retention and/or detention basin or other Stormwater Management Facilities in perpetuity. SB and DVD shall record the Declaration with the Montgomery County Recorder of Deeds contemporaneously with the recording of this Agreement.

3. Open Space Areas and Public Access to the Castle. The Developer shall provide for the maintenance of the open space and common areas shown of the Site Plans, and public access to the Castle as required by the Deed of Preservation Easement. The open space and common areas will not be dedicated to the Township but will be maintained in perpetuity pursuant the Declaration and the Deed of Preservation Easement. The Township shall have the right to enforce this obligation. No change or amendment to the maintenance and public access obligations shall be made without the Township's prior approval.

VIII. CONTRIBUTIONS/FEEES FOR PUBLIC FACILITIES

1. Sewer Tapping Fee. Developer agrees to pay the sewer connection fee and/or sewer tapping fee as required by Township ordinance, code, resolution or regulation, and/or by the Bucks County Water and Sewer Authority, for the Castle Project. Sewage treatment

capacity for the Project must be approved by the operator of the Plant receiving effluent and the PaDEP.

IX. MISCELLANEOUS PROVISIONS

1. Notification of Address Change of Developer. Developer covenants to notify Township in writing by certified mail of any change of Developer's address from that noted in the Preamble hereto. Developer agrees that a notice of any kind or nature, relating to this Agreement or the Codes applicable to the Castle Project, mailed to the Developer at the above stated address (or in the event the Township receives the aforesaid notice of change of address, then mailed to such changed address) shall be valid and effective for all purposes.

2. Charges to Purchasers. The Developer agrees that the cost of the Castle Project Improvements required by the Site Plans or this Agreement, together with any other payment or contribution provided for herein, shall not be a direct charge on the purchaser or purchasers of any lot of the aforesaid subdivision plan.

3. Proof of Payment. Developer agrees that, upon written request of Township, proof of the payment of all labor and materials performed and supplied in the performance of the Castle Project Improvements required herein shall be furnished to the Township Solicitor on behalf of the Township either by a Release of Liens including affidavit by the Developer or by an affidavit of the applicable subcontractor that the Developer has paid all bills for labor and materials as aforesaid. Said proof must be furnished at or before the tender of a deed of dedication to the Township.

4. Zoning Approval. The Developer agrees that the approval herein requested shall be subject to the conditions and privileges of the approval of the Site Plans by the Commissioners of Upper Dublin Township. In addition, should any portion of the Site Plans violate the Upper Dublin Zoning Code, approval must be sought from the Upper Dublin Zoning

Hearing Board and/or Upper Dublin Board of Commissioners, as applicable. To the extent their approval is required, Developer agrees to be bound by any conditions imposed with the grant of such approval. It is further expressly understood and agreed that nothing contained herein shall be construed to waive or affect or alter any requirements of the zoning or other codes of the Township, and nothing contained herein empowers the Zoning Officer or Building Inspector or Township Engineer or any other Township officer or employee to waive any requirements of the Zoning or Building Code or any Township Code, Regulation or Resolution.

5. Covenant Running With the Land. The Developer for itself, its successors and assigns, by execution of this Agreement does agree with the Township, its successors and assigns, that the obligations undertaken herein by the Developer shall be covenants running with the land and that in any Deed of conveyance of the said Site or any part thereof to any person or persons, said obligations shall be incorporated by reference to this Agreement in the record thereof or as fully as the same are contained herein. Pursuant thereto, it is agreed by the parties hereto that this Agreement shall be recorded in the office of the Recorder of Deeds at Norristown, Montgomery County, Pennsylvania (the "Recorder Office"). Notwithstanding the foregoing, this Agreement shall terminate and have no further force and effect at such time as the Castle Project Improvements are completed and have been approved by the Township Engineer during the final inspection. At any time thereafter, the Developer may request that the Township record a termination of this Agreement in the Recorder's Office to evidence the termination although this shall not be necessary for the termination to be effective.

6. Additional Documents. The Developer covenants to execute, acknowledge, and deliver any documents necessary, or appropriate, in the opinion of the Township Solicitor, to carry out the terms of this Agreement.

7. Indemnity. Developer shall, at all times, indemnify and hold Township harmless from any and all claims, suits, demands, legal expenses, judgments or liabilities which any property owner may bring against Township or against the Township officials, employees and agents for any conditions occurring on property, caused or alleged to be caused by conditions arising from the development of Developer's property, such conditions including, but not limited to drainage water, mud, dirt or dust.

8. Default. In the event that the Developer shall breach this Agreement in any way or in the event that the Developer shall cease to pay bills of the Township, the Township may declare this Agreement to be in default upon thirty (30) days written notice by certified mail to Developer (the "Default Notice"). The Developer shall have thirty (30) days from receipt of the written notice from the Township to cure such breach, or, in the event such breach cannot be cured within thirty (30) days then the Developer shall have commenced the corrective work required to cure the breach within thirty (30) days and diligently pursue the completion of the same (collectively, the "Cure Period"). If Developer shall fail to cure the breach of this Agreement within the Cure Period then the Township may enter into possession of the Site and complete the said work with its own men, or by others with or without competitive bidding, and the full cost of so doing will be the measure of damages to said failure on the part of the Developer.

No notice of an event of default shall be required if such event of default creates an emergency which poses an imminent threat to the health, safety and welfare of the community. In such instance, the Township shall have the right, but not the obligation, to enter the Site and take such reasonable precautions to ensure the health, safety and welfare of the community. Once the Site has been secured, control of the Site shall be returned to the Developer and the

Township may, in addition to all other remedies, recover from the Developer its costs associated with said event of default.

In the event of default and after written notice and the expiration of any applicable cure periods, in addition to all other remedies, the Township may suspend or revoke any permits heretofore issued for the Castle Project, and/or refuse to issue additional permits for the Castle Project Improvements in accordance with the Pennsylvania Uniform Construction Code, the Pennsylvania Municipalities Planning Code and/or Chapter 73 of the Upper Dublin Township Code of Ordinances, as applicable.

9. Successors and Assigns. This Agreement extends to and binds Developer, its successors and assigns, and the Township of Upper Dublin, its successors and assigns.

Developer will not sell, assign or transfer in whole or in part, any right, power or privilege under this Agreement without the prior written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed. No such sale, assignment or transfer shall in any way relieve Developer of responsibility for completion of the Castle Project Improvements in accordance with the terms of this Agreement nor affect in any way the rights of the Township under the Escrow Agreement executed contemporaneously herewith.

All tenants, purchasers or mortgagees of all or any part(s) of the Castle Project shall meet and observe the conditions and undertakings of this Agreement to be met or observed by Developer as they apply to the portion of the Castle Project in question, and be subject to the ordinances, codes, resolutions and regulations of the Township.

Signature page follows

IN WITNESS WHEREOF, the said parties have caused their hands and corporate seals to be hereto affixed, duly attested by their proper officers, the day and year first above written.

~~ATTEST:~~

Witness

Sam Kyf Baer

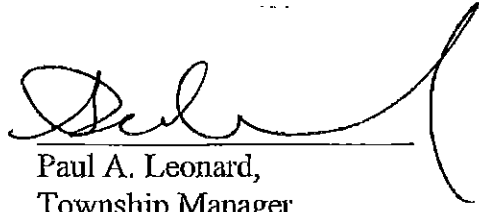
LINDENWOLD RESIDENTIAL
ASSOCIATES, LLC

BY: AQUINAS LINDENWOLD
RESIDENTIAL ASSOCIATES,
LLC, A PENNSYLVANIA
LIMITED LIABILITY COMPANY,
ITS MANAGER

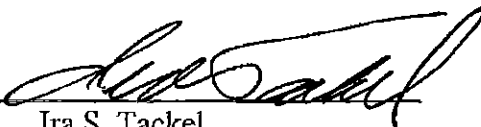
BY: AQUINAS REALTY PARTNERS,
LLC, A PENNSYLVANIA
LIMITED LIABILITY COMPANY
ITS MANAGER

BY: 
Leonard S. Poncia, Its Member

ATTEST:


Paul A. Leonard,
Township Manager

COMMISSIONERS OF UPPER
DUBLIN TOWNSHIP

By: 
Ira S. Tackel
President

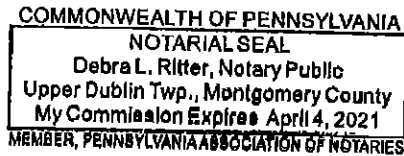
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF MONTGOMERY :

On this the 14th day of January, 2019, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Ira S. Tackel, who acknowledged himself to be the President of the Upper Dublin Township Board of Commissioners, a first-class township, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as President.

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

Debra L Ritter
Notary

Public



COMMONWEALTH OF PENNSYLVANIA :
 : SS
- COUNTY OF Montgomery :

ACKNOWLEDGMENT

On this the 18th day of January, 2019, before me the undersigned officer, personally appeared Leonard S. Poncia, who acknowledged he is the Member of Aquinas Realty Partners, LLC, a Pennsylvania limited liability company and the manager of Aquinas Lindenwold Residential Associates, LLC, a Pennsylvania limited liability company and the manager of Lindenwold Residential Associates, LLC, a Pennsylvania limited liability company, and that he as such Member, being authorized to do so, executed the foregoing Developer's Agreement for the purposes therein contained and desires the same might to be recorded as such.

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

Kathleen A. Elliott
Notary Public

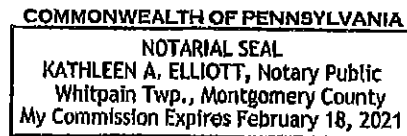


Exhibit A

Conditional Use Decision

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

May 10, 2017

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

Lindenwold Residential Associates, LLC
630 Sentry Parkway
Suite 300
Blue Bell, PA 19422

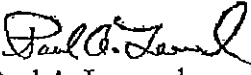
Re: 701 S. Bethlehem Pike
Parcel No. 54-00-02290-005
Upper Dublin Township
Application No. 2167
Conditional Use Decision

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 decision 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

L 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 Abramjian, 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 Alsb 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.

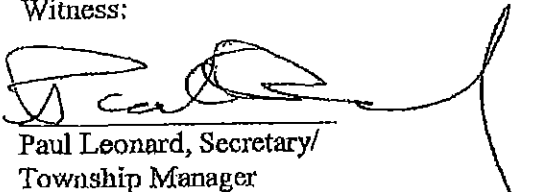
30. No less than 80 square feet of floor area per dwelling unit on the senior independent living campus shall be provided for community common areas for dining, active and passive recreation, circulation, and socialization, exclusive of hallways and passageways and inclusive of common areas designated 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.

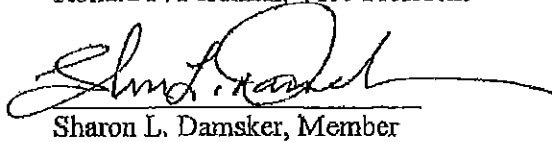
If you or anyone else present at the hearing(s) and entering their appearance, disagree with this Findings of Fact, Conclusions of Law and Decision in any way, there is a strict time limit of THIRTY (30) days from the date of the MAILING of this Findings of Fact, Conclusions of Law and Decision within 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:

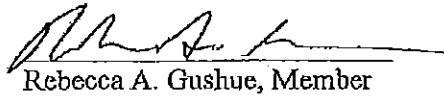

Paul Leonard, Secretary/
Township Manager

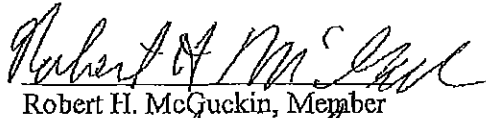
Ira S. Tackel, President


Ronald P. Feldman, Vice-President


Sharon L. Damsker, Member

Liz Ferry, Member


Rebecca A. Gushue, Member


Robert H. McGuckin, Member

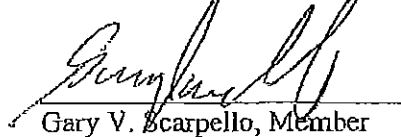

Gary V. Scarpello, Member

Exhibit B

Resolution No. 18-2273

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 MCCCD, 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 C

Deed of Preservation Easement

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 ____ 2019, 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, Upper Dublin Township, Montgomery County, Pennsylvania, Tax Parcel No _____. 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 and the Township of Upper Dublin ("Township") consider 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. The Gatehouse on Lindenwold Terrace at Cedar Road and the 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 and the Township'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 the Township, 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.

L. Grantor has represented that the Property is owned free and clear and that there is no mortgage on the Property or, if there is a mortgage on the Property, then the mortgagee will approve the grant of this Easement by the execution of this deed.

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, and approvals granted by the Township, 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 and the Township, except when the replacement of those elements is required because of imminent danger to the building, or to the public, to comply with applicable codes, or if a response to the request for approval is not provided within 60 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 and the Township access to the Building at such reasonable times and upon reasonable prior notice as Grantee or the Township 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 the land development authorized by the Township through the adoption of Resolution No. 18-2273 on March 13, 2018.

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.

h. Grantor shall pay all real estate taxes, keep the Property insured at all times, and pay within thirty (30) days any notice or assessment which could become a lien against the Property, Grantor shall provide Grantee with copies of any notice of an obligation or claim that could become a lien against the Property. Upon request of Grantee, Grantor shall provide Grantee with receipts evidencing payment of taxes and insurance.

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 "Initial Restoration"). Owner shall cause the Initial Restoration work to be completed on the Property within two years of the date of this easement.

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 consistent with Exhibit B-III and B-IV 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., 2.b and 3.b. above.

d. Exhibit B-II sets forth permitted future restoration and permitted alterations to the Building.

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, Exhibits B-III and B-IV, 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 and the Township 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 or the Township may direct Escrow Agent to make a disbursement from the Escrow Account in an amount sufficient to permit Grantee or the Township 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 or the Township concludes that Grantor is not performing its obligations to comply with the Minimum Maintenance Program, Grantee or the Township 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 or the Township's Deficiency Notice, Grantor shall respond to the Deficiency Notice and advise Grantee and the Township of the actions Grantor has taken to come into compliance with the Minimum Maintenance Program. If Grantor fails to respond, or Grantee or the Township determines that Grantor has not come into compliance, notwithstanding Grantor's response, Grantee or the Township 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 or the Township concludes is necessary to enable Grantee or the Township 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 or the Township 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 or the Township determines that such an abdication has occurred, Grantee or the Township shall give notice thereof to Grantor and to all mortgagees having a lien on the Property that have registered with Grantee and the Township, specifying the Grantor's default ("Default Notice"). Grantor and any mortgagee may elect, by notice to Grantee and the Township 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 Property including the Building to Grantee, the Grantee's designees, the Township or the Township's designee no later than one hundred twenty (120) days following the Default Notice, unless Grantor 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 or the Township'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 or the Township 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 or the Township's Default Notice. Grantor, the Township 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, the Grantee's designees, the Township or the Township's designee and Grantee and the Township 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 and the Township may continue to pursue any and all other remedies available to them pursuant to Paragraph 5b of this Agreement.

The parties acknowledge that in no event shall Grantee or the Township be required to use its own funds to fulfill any of Grantor's obligations under this Easement.

b. Grantee and the Township shall have all other 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 or the Township commences such legal or equitable proceedings, the Grantor shall reimburse Grantee and/or the Township for all reasonable, actual costs incurred, including attorney's and expert witness fees in enforcing the provisions of this Easement unless it is determined that the Grantee's or the Township's assertion that the Grantor was in breach of this Easement was substantially without merit. The Township and the Alliance shall use reasonable efforts to collaborate regarding which remedies they will jointly pursue (including hiring only one counsel to represent the Township and the Alliance). The exercise by Grantee or the Township 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 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 and the Township in writing of a transfer of all or a portion of the Property, but in no event later than thirty (30) days prior to 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

a. In the event 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.

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.

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 and the Township 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@rpmbridelaw.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, in its sole and absolute discretion, to enforce this Easement including but not limited to the remedies provide in paragraphs 5.a. and 5.b. of this easement. 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.

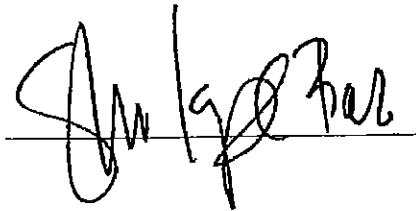
(a) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, provided that all historic determinations shall be made in accordance with the standards of the United States Secretary of the Interior.

(b) Any lawsuits in connection with this Agreement shall be brought in the Montgomery County, Pennsylvania Court of Common Pleas.

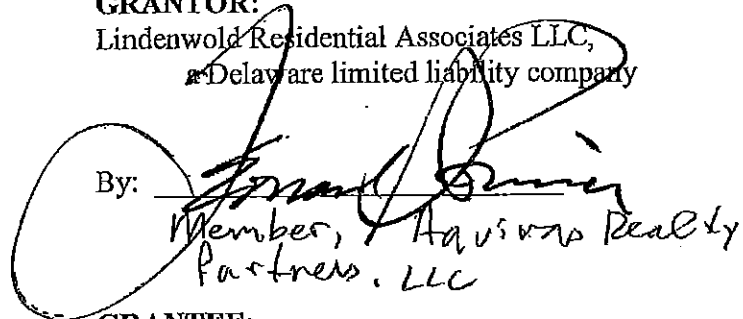
IN WITNESS WHEREOF, the parties hereto have executed this Easement the day and year first above set forth.

GRANTOR:

Lindenwold Residential Associates LLC,
a Delaware limited liability company



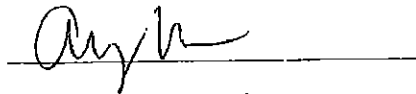
By:



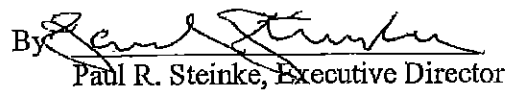
Member, Advisors Realty
Partners, LLC

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

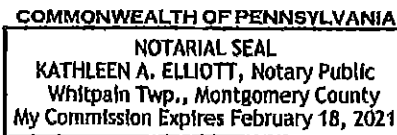
COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF *Montgomery* :

ACKNOWLEDGMENT

On this the 18th day of January, 2019, before me the undersigned officer, personally appeared **Leonard S. Poncia**, who acknowledged himself to be the Member of **Aquinas Realty Partners, LLC**, a Pennsylvania limited liability company, manager of **Aquinas Lindenwold Residential Associates, LLC**, a Pennsylvania limited liability company, manager of **Lindenwold Residential Associates, LLC**, a Pennsylvania limited liability company, and that he as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained and desires the same might to be recorded as such.

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

Kathleen A. Elliott
Notary Public



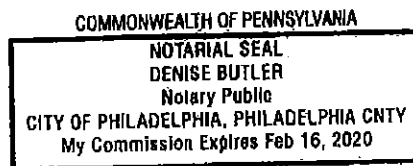
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the 16th day of January, 2019, 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: 2/16/20



LIST OF EXHIBITS
for
DEED OF PRESERVATION 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

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 18014
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 - 43 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;

Corporate Headquarters 36 Technology Drive, Warren, NJ 07060 Tel: 908.888.0090 Fax: 908.688.1195

Professional Land Surveying, Geospatial and Consulting Services



**CONTROL POINT
ASSOCIATES, INC.**

Traditional methods | modern approaches

April 17, 2018

02-140456-02

Upper Dublin Township, Montgomery County, PA

Page 3

6. SOUTH 05 DEGREES - 06 MINUTES - 46 SECONDS EAST, A DISTANCE OF 156.47 FEET TO A POINT, THENCE;
7. SOUTH 04 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 04 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. PC131150.02, SHEET NO. OF 2.

CONTROL POINT ASSOCIATES, INC.

JAMES C. WOOD 04/17/2018
DATE
COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL LAND SURVEYOR # SQ075250

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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

BOHLER ENGINEERING

1000 W. BETHLEHEM PIKE
SUITE 100
MOUNTAIN VIEW, ARIZONA 85905
PH: 480-966-1111
WWW.BOHLERENGINEERING.COM

CALL BEFORE YOU DIG

800-4-A-DAWG

NOT APPROVED FOR CONSTRUCTION

THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS APPROVED BY THE LOCAL JURISDICTION.

SUBDIVISION PLAN

LENDENWOLD ASSOCIATES, LLC
701 S. BETHLEHEM PIKE
MOUNTAIN VIEW, ARIZONA 85905

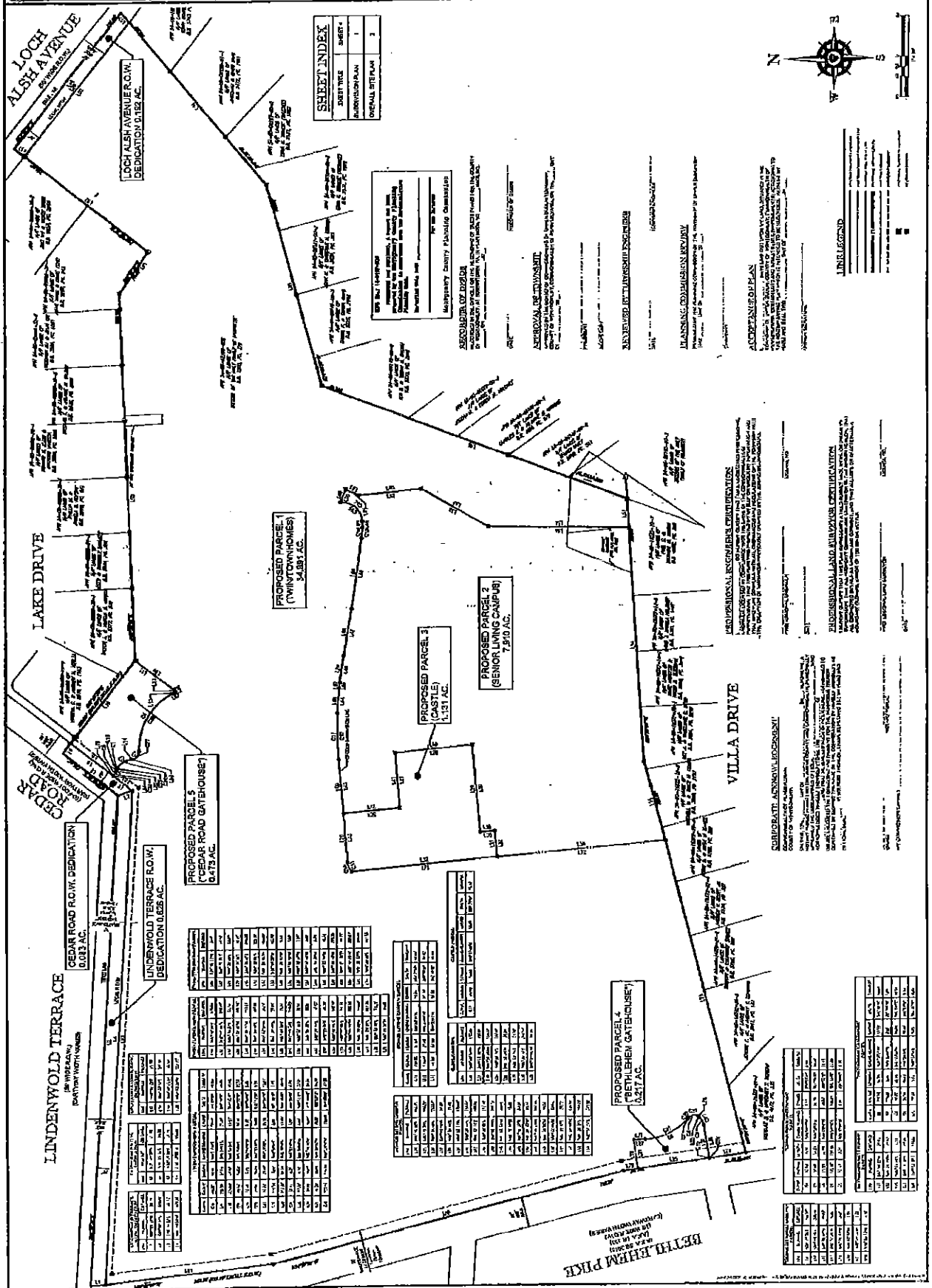
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UNRECORDED

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SUBDIVISION PLAN

LENDENWOLD ASSOCIATES, LLC
701 S. BETHLEHEM PIKE
MOUNTAIN VIEW, ARIZONA 85905

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UNRECORDED

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EXHIBIT B.I
INITIAL RESTORATION
for a
preservation easement
for the
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 Initial Restoration work to be completed on the Property within two years of executing a development agreement with the Township.

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 1/2" 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 and the Township. All work shall be in compliance with Township Codes and approvals granted by the Township.

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 and the Township 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.

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 and the Township, is permitted, provided the lighting is in compliance with Township Codes.

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 and the Township prior to the commencement of work. All work shall be completed in compliance with Township Codes.

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.

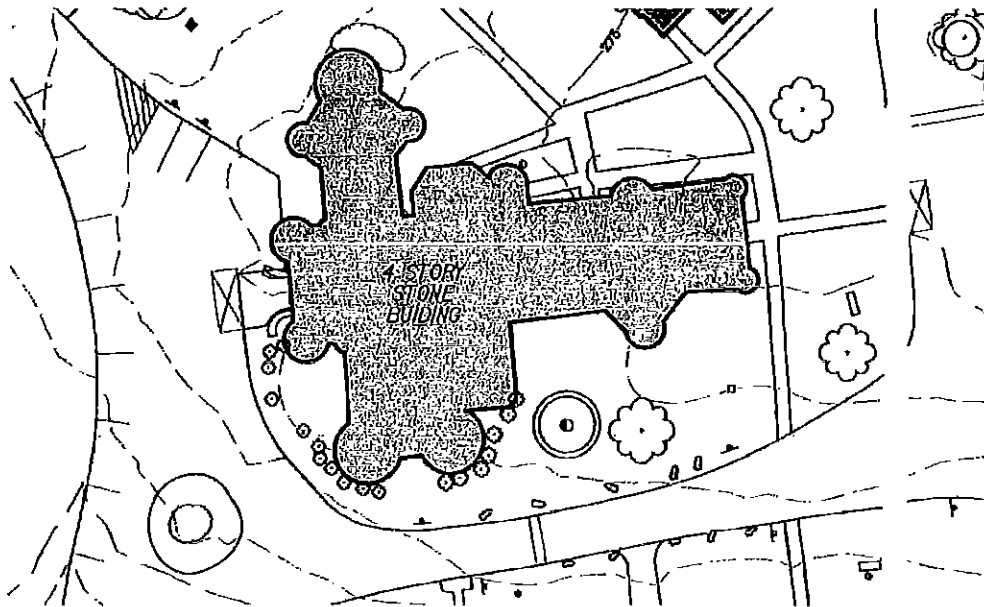
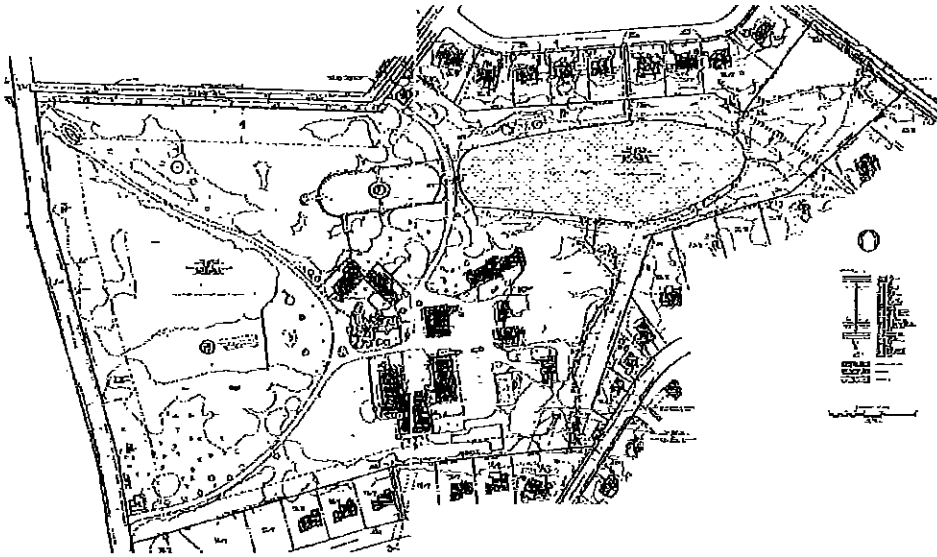
This Maintenance Program for the Protected Interiors encompasses those finishes and fixtures which date from the Mattison period. It is the intent of this Easement that the Protected Interiors be maintained in a manner to allow those spaces to convey their historic character. It is the intention of this 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 is encouraged, but patching with a compatible material discretely installed is acceptable.

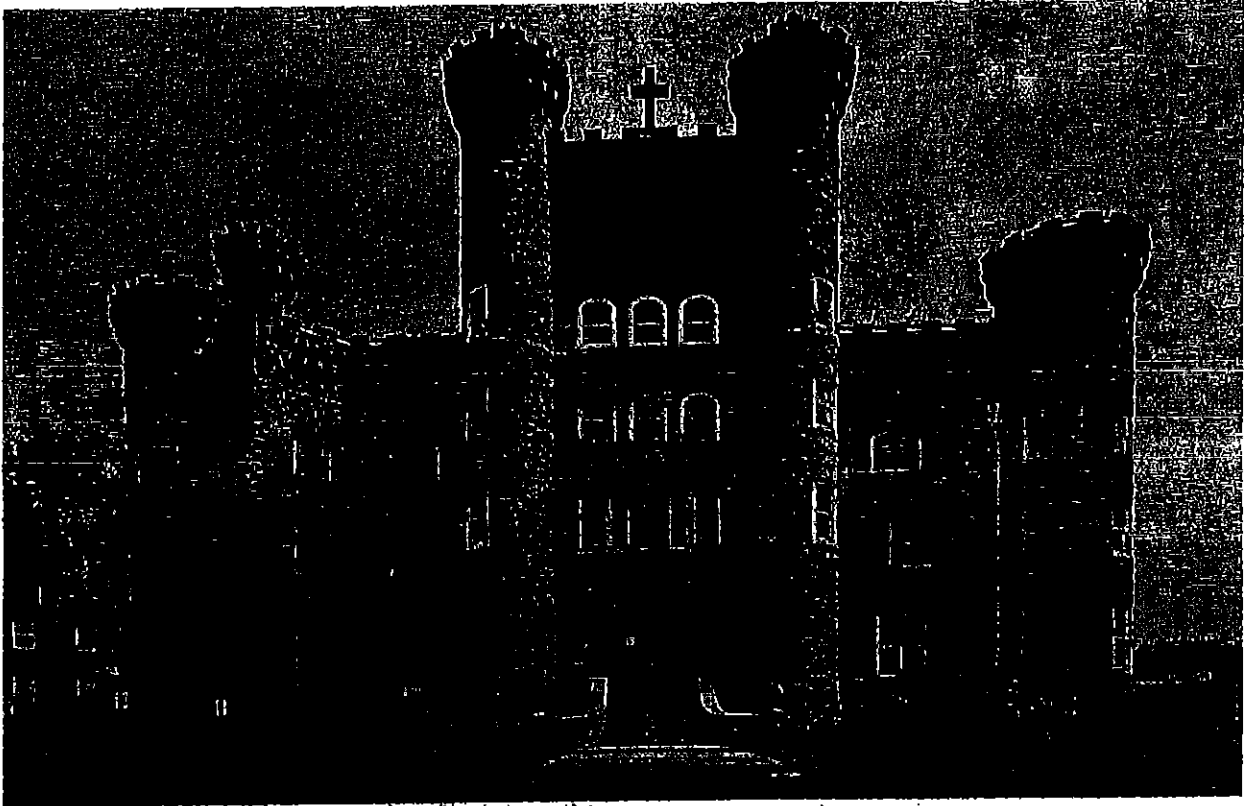
5. Given the unique nature of the building materials and the potential for damage using typical cleaning methods, if historic materials are to undergo repairs which are more than basic maintenance, it is preferred that whenever possible, an experienced architectural conservator shall be consulted.

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

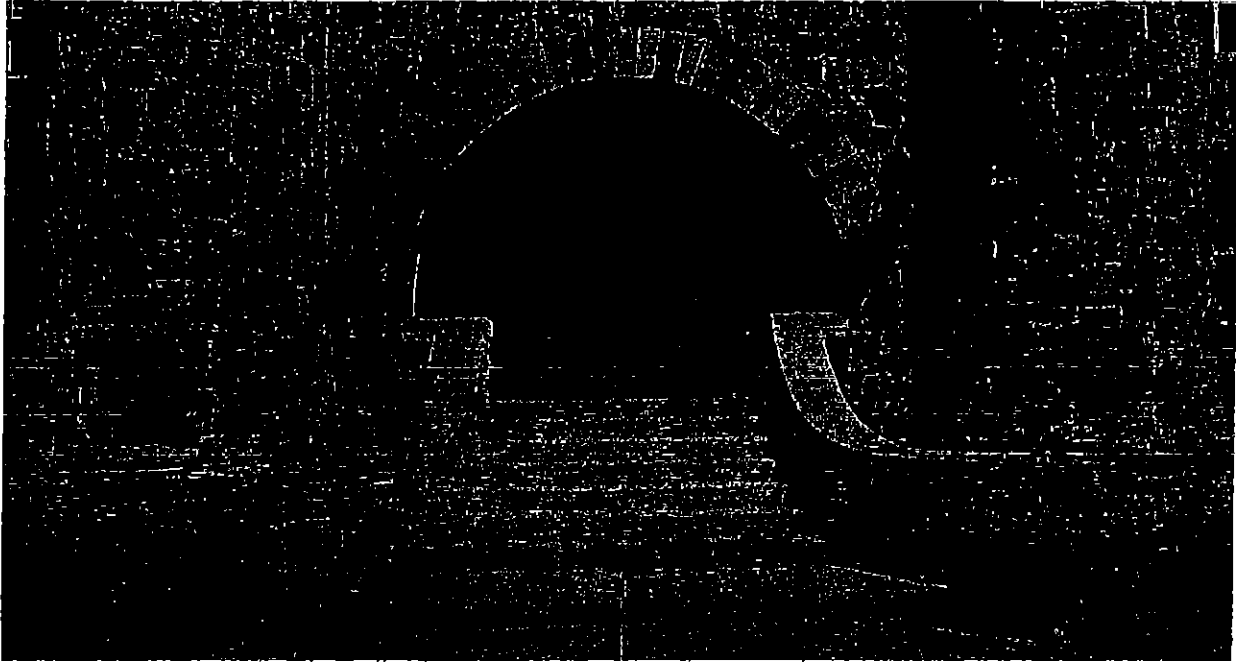


West Elevation: The building is designed in a castellated Norman Revival style and is clad in random-coursed ashlar blocks of quarry-faced fieldstone. Its shallow-pitched hipped roof sits behind tall crenellated walls. The building's primary elevation faces west, dominated by a central four-story tower 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.

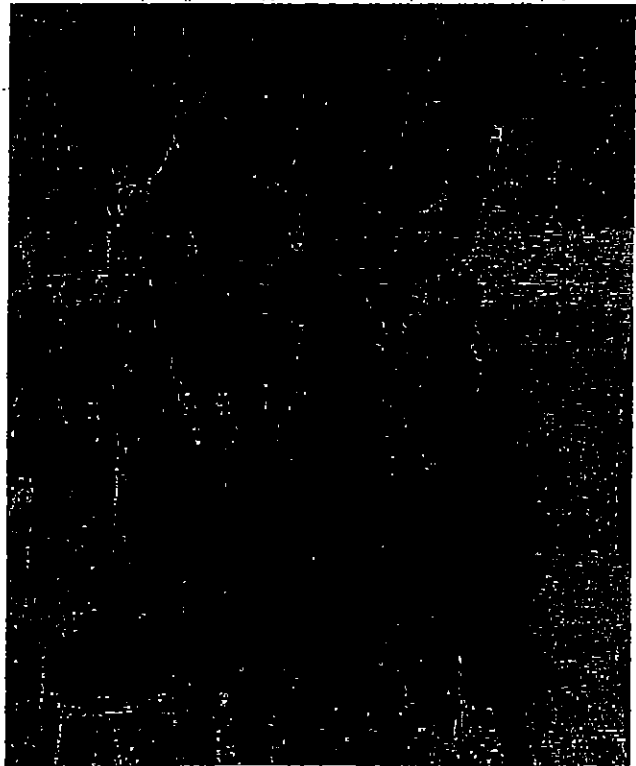
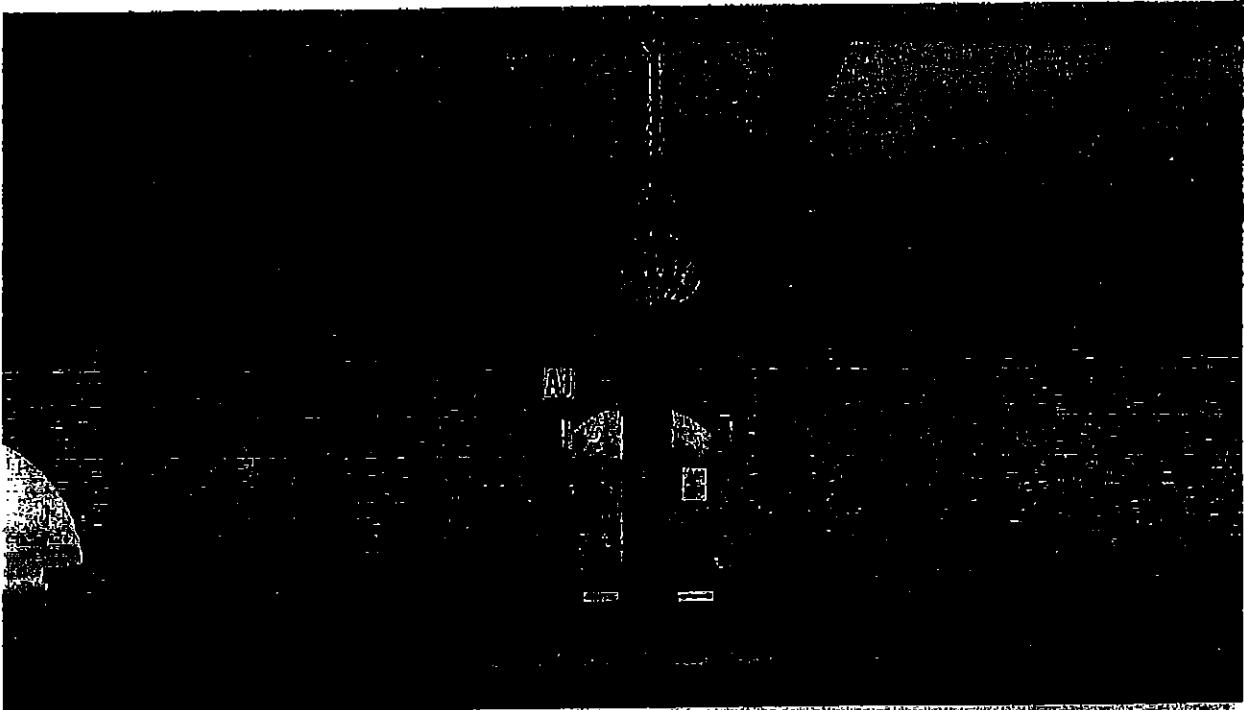


Exhibit C-4
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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.

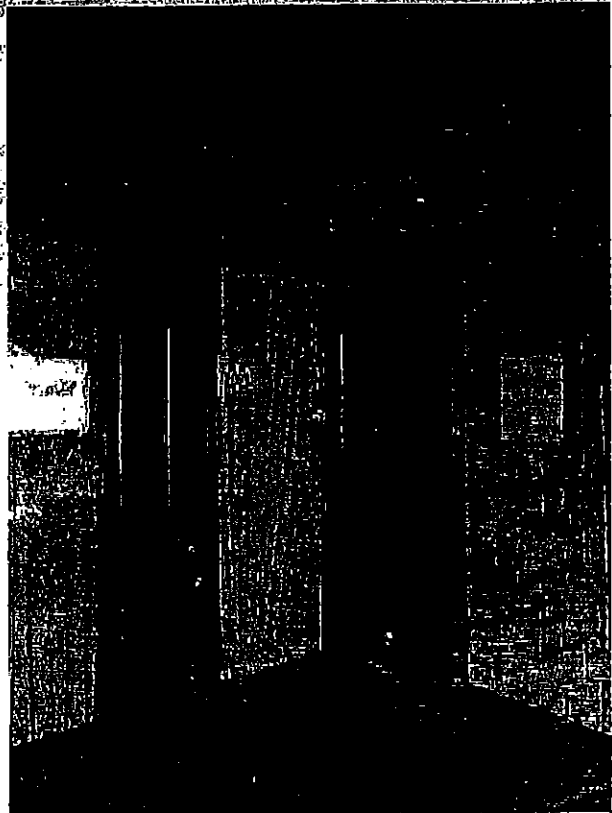
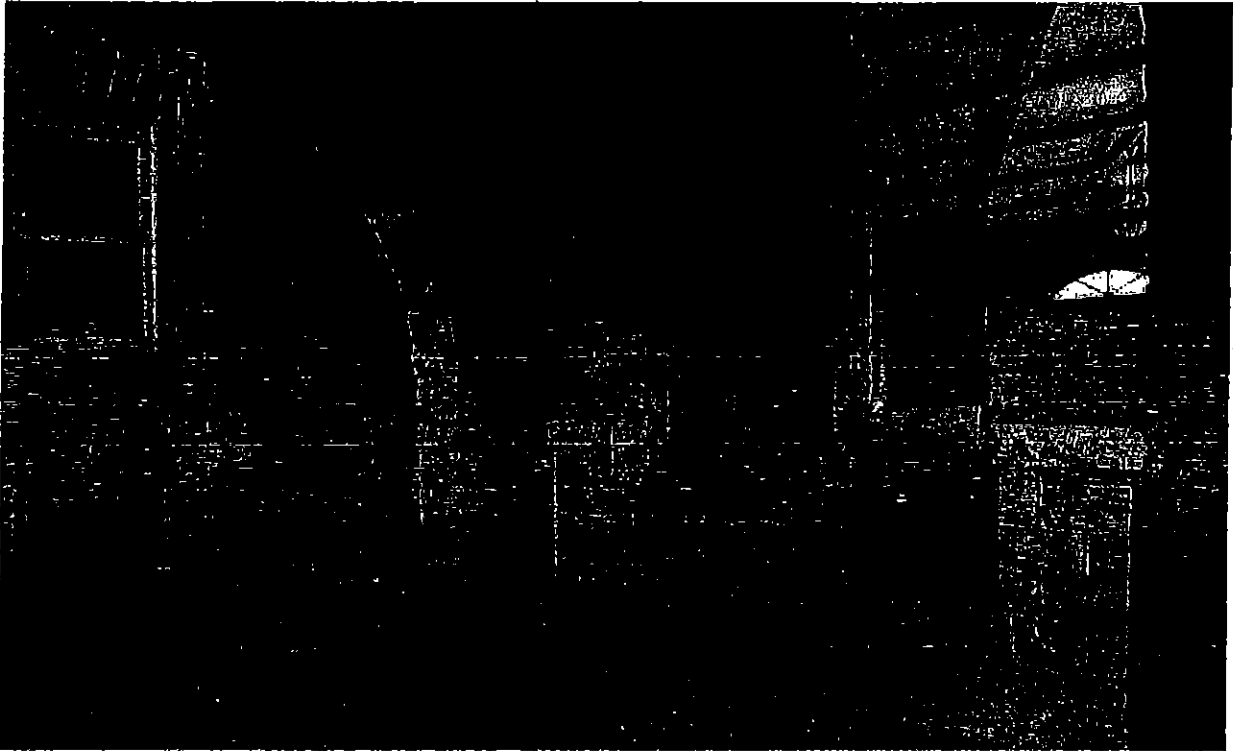
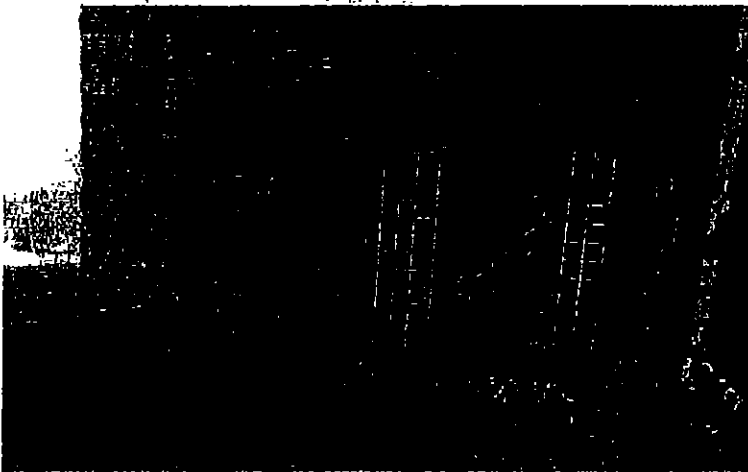


Exhibit C-5
for a Preservation Easement: Mattison Estate Castle
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701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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.

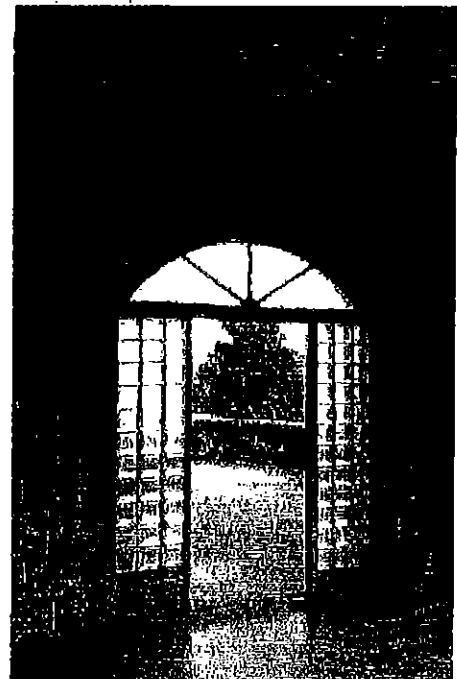
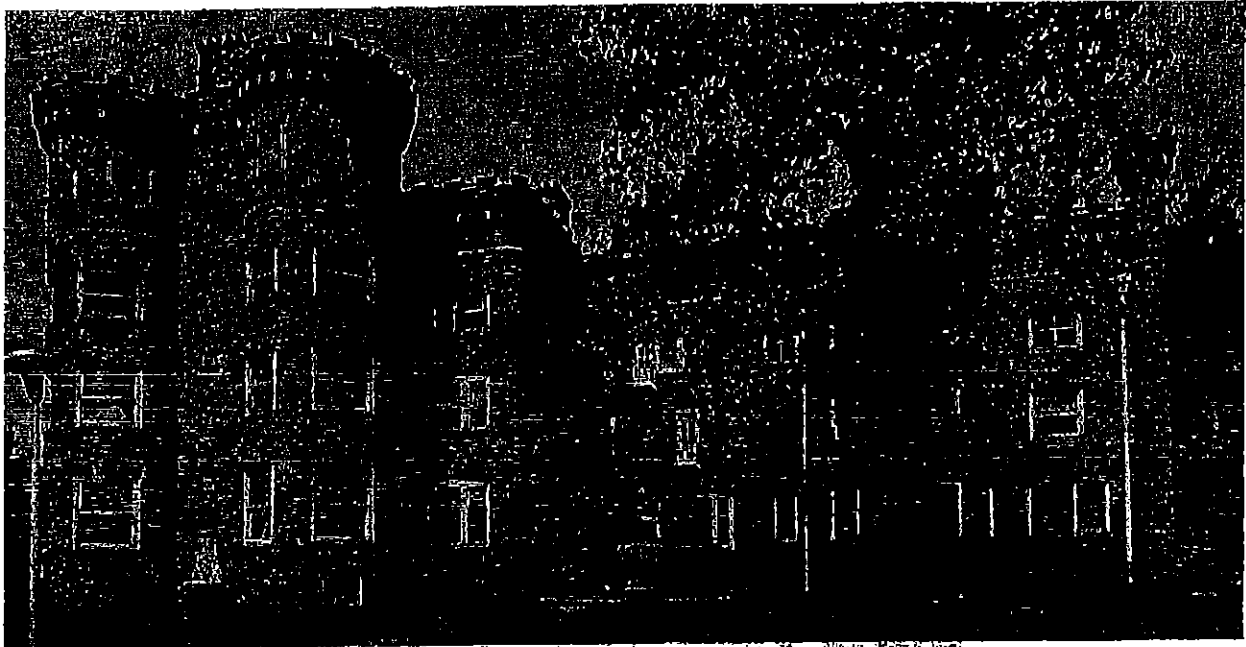


Exhibit C-6
for a Preservation Easement: Mattison Estate Castle
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701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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.

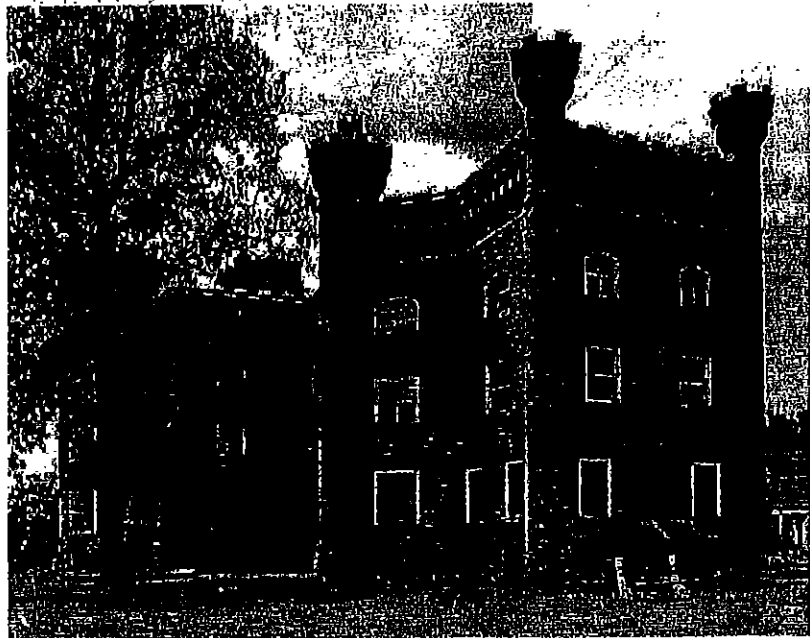


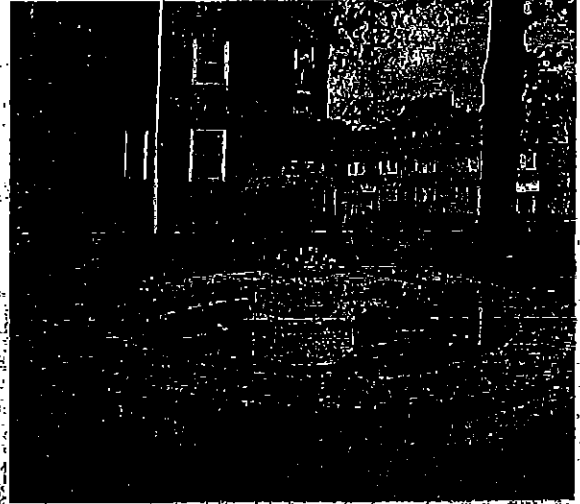
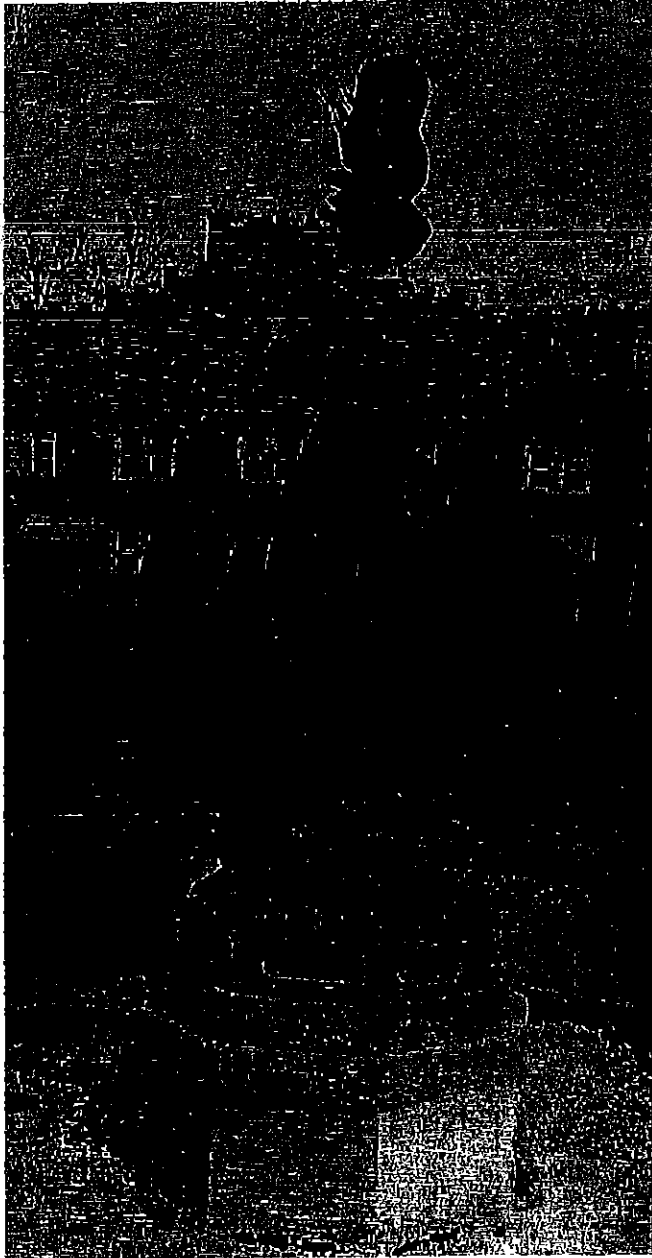
Exhibit C-7
for a Preservation Easement: Mattison Estate Castle
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Existing Conditions August 2017



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
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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-9
for a Preservation Easement: Mattison Estate Castle
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Existing Conditions August 2017



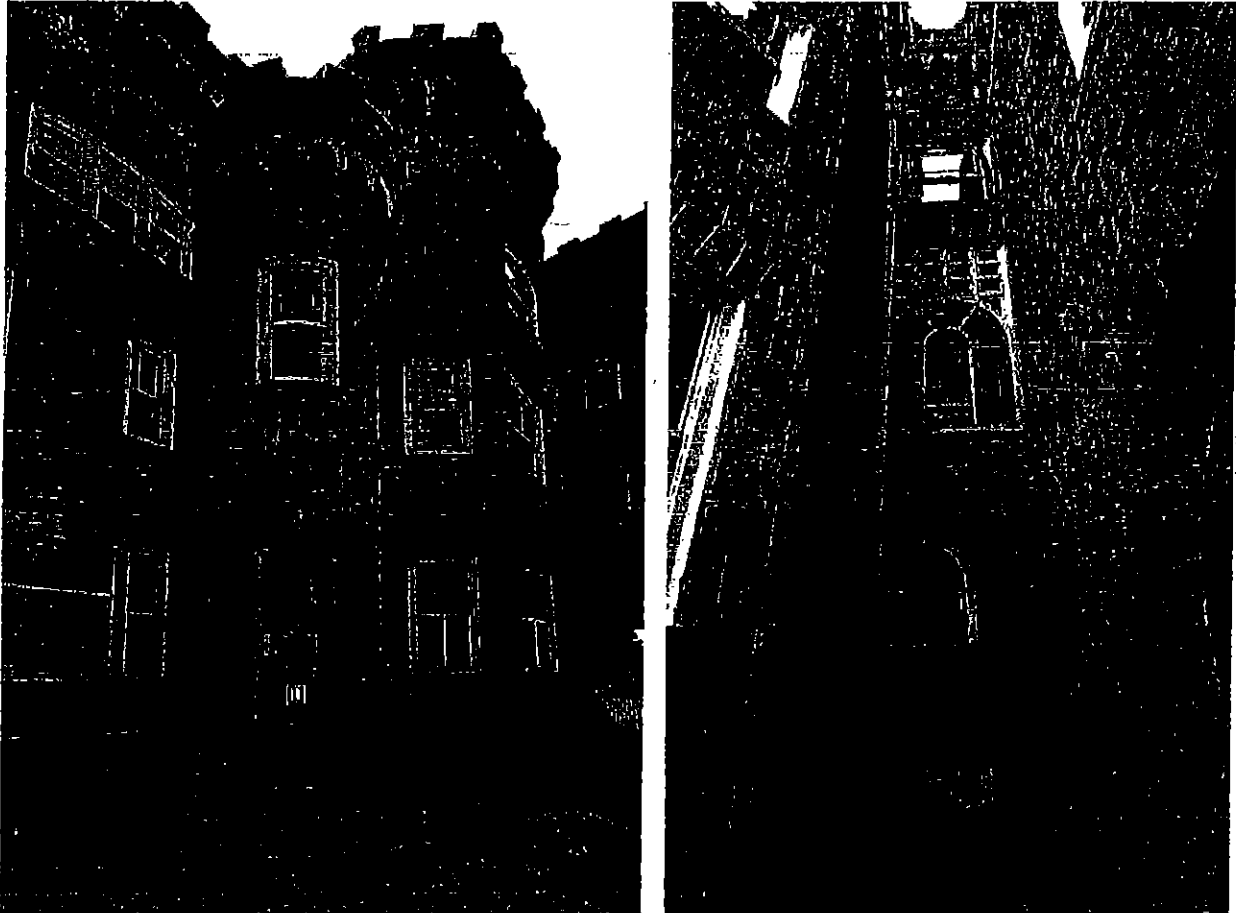
East Elevation: The building's three-story rear ell faces east with a two-bay elevation bracketed by slender blind corner turrets crowned by ornamental battlements. A single-leaf wood door is centered on the ground floor, accessed by a narrow stone stoop framed by thick sidewalls.

Exhibit C-10
for a Preservation Easement: Mattison Estate Castle
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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-11
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

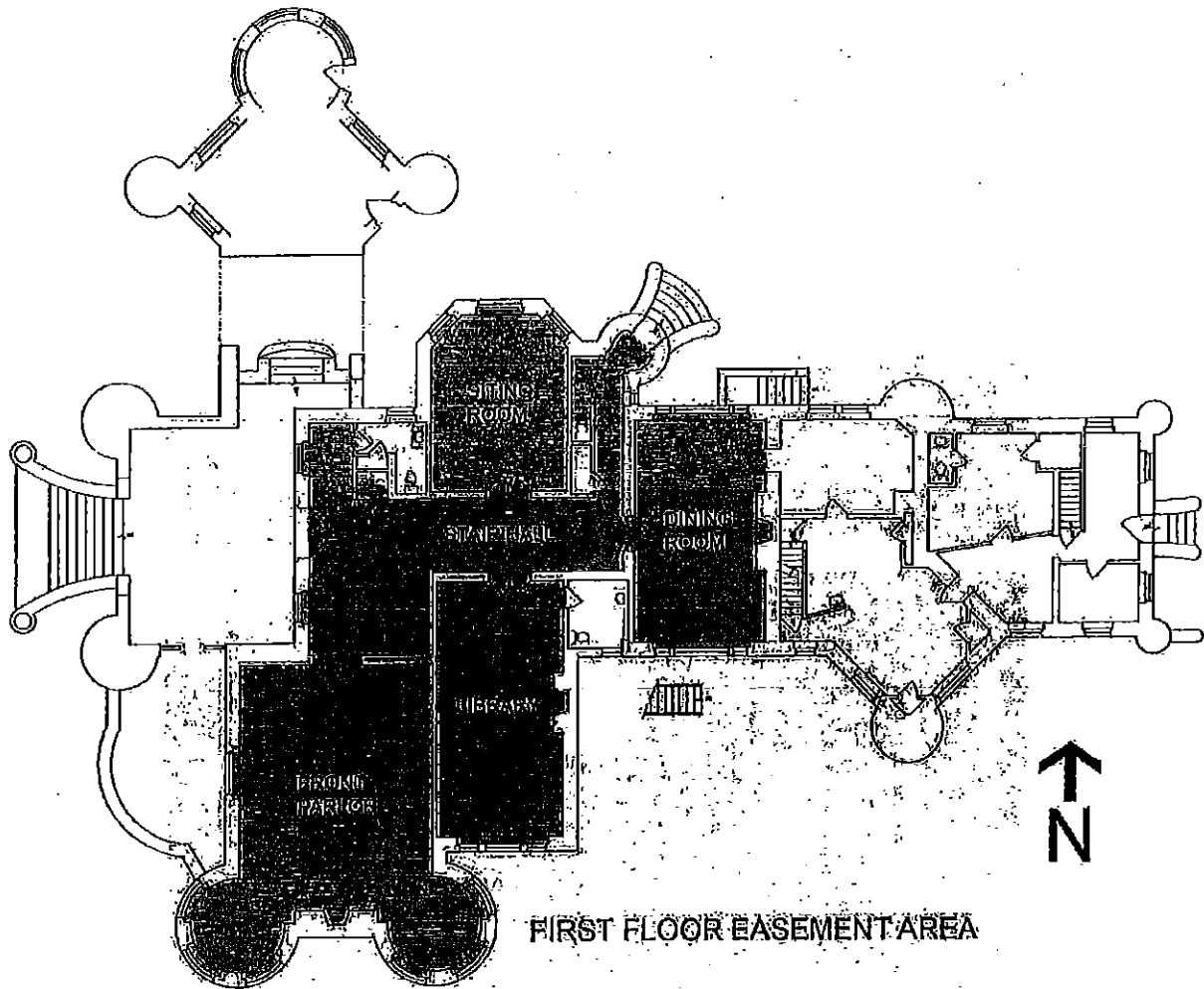


North Elevation Details:

(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-12
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
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Existing Conditions August 2017



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-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 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.

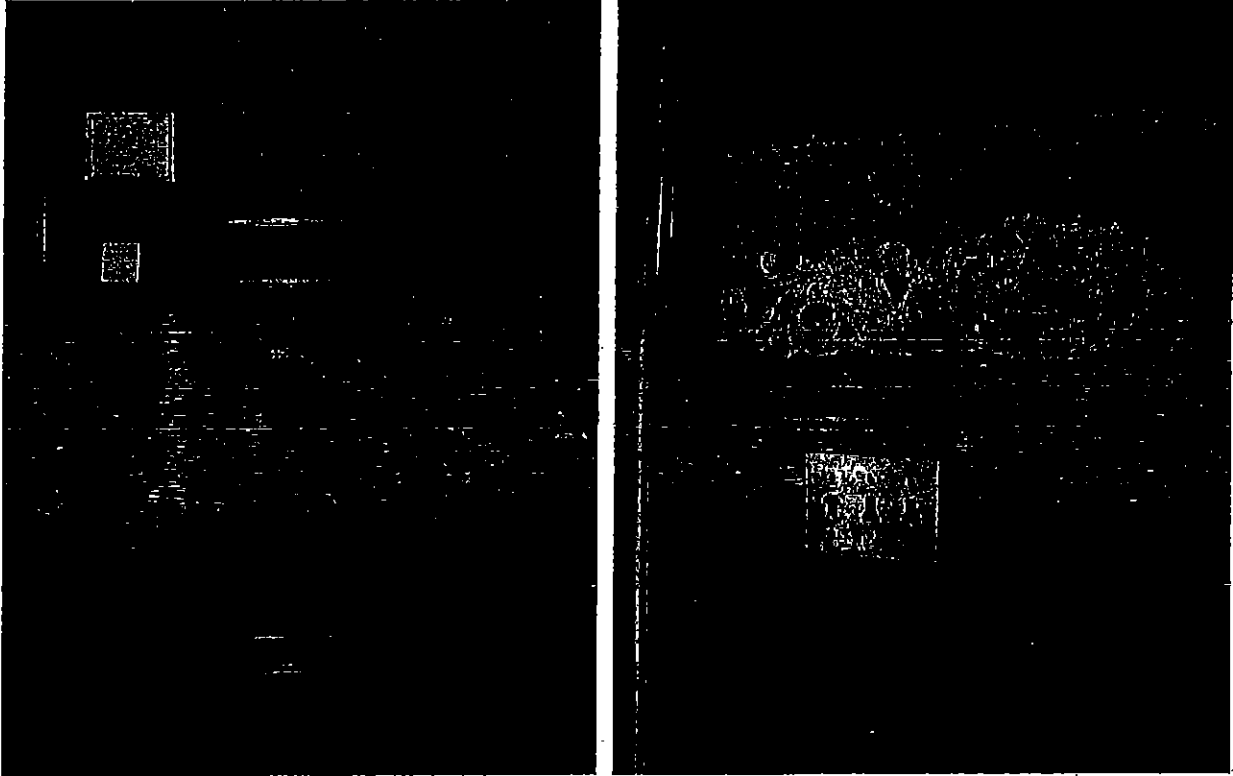
Exhibit C-14
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor stair hall:

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-15
for a Preservation Easement: Mattison Estate Castle
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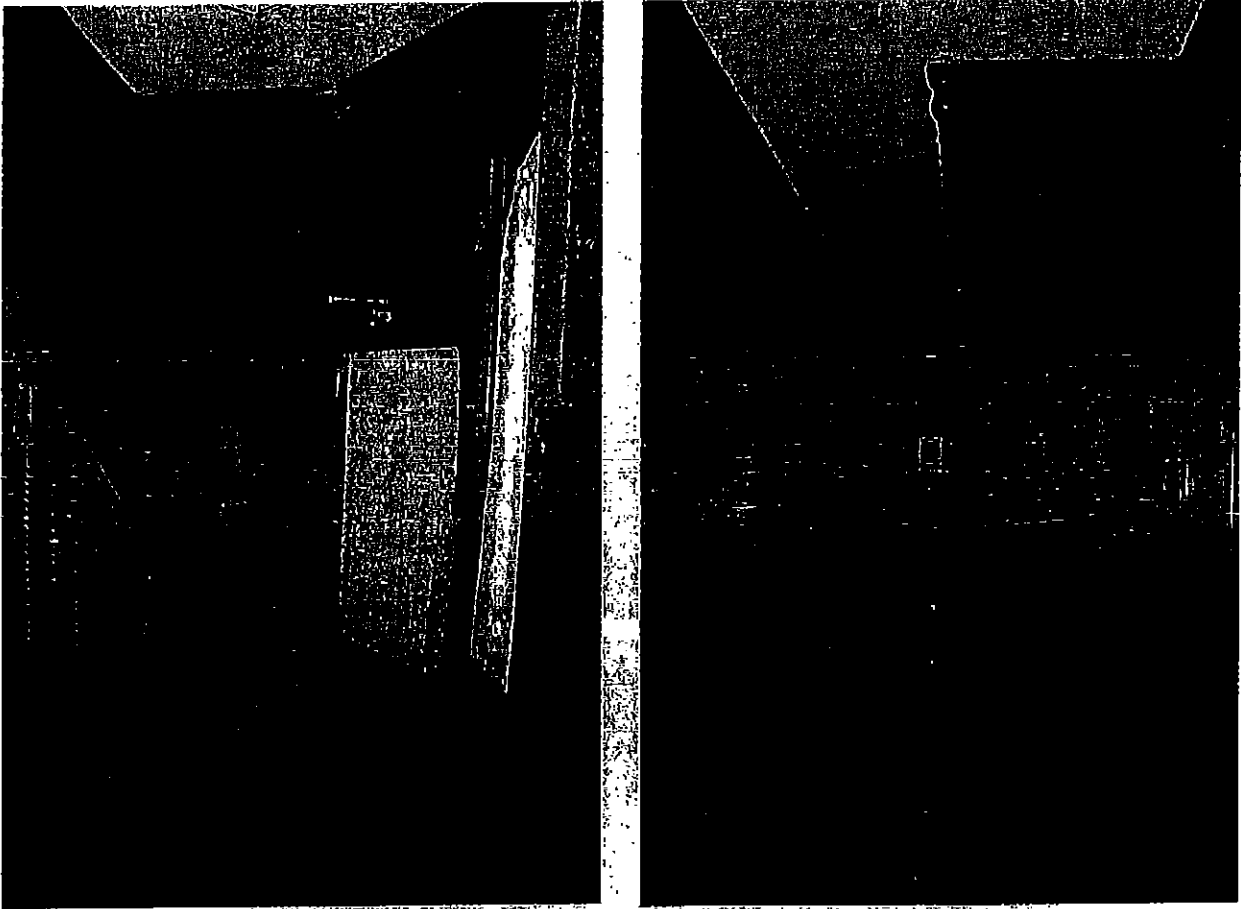


First floor stair hall details:

(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.

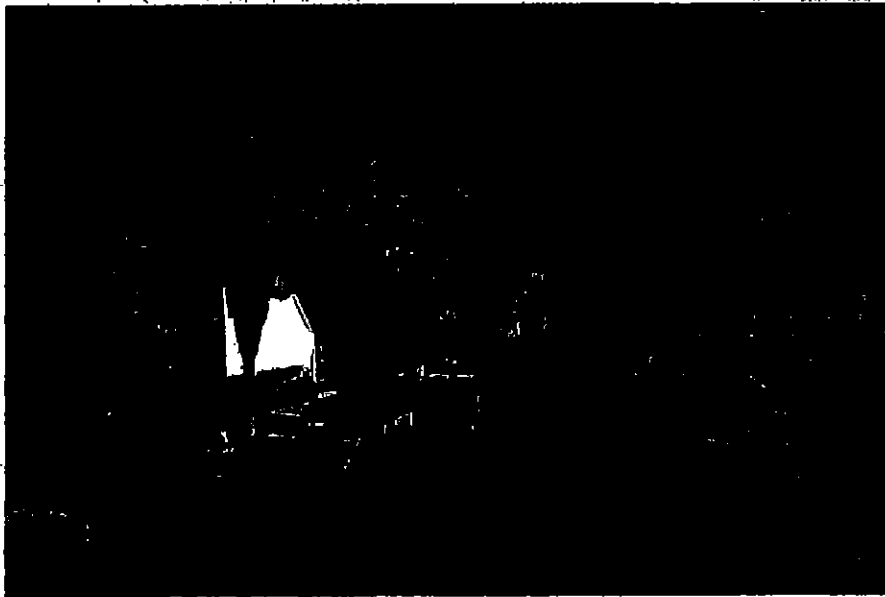
Exhibit C-16
for a Preservation Easement: Mattison Estate Castle
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701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor stair hall, rear stairs:

Facing north (left); facing south (right): The central stair hall corridor terminates in a rear 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.

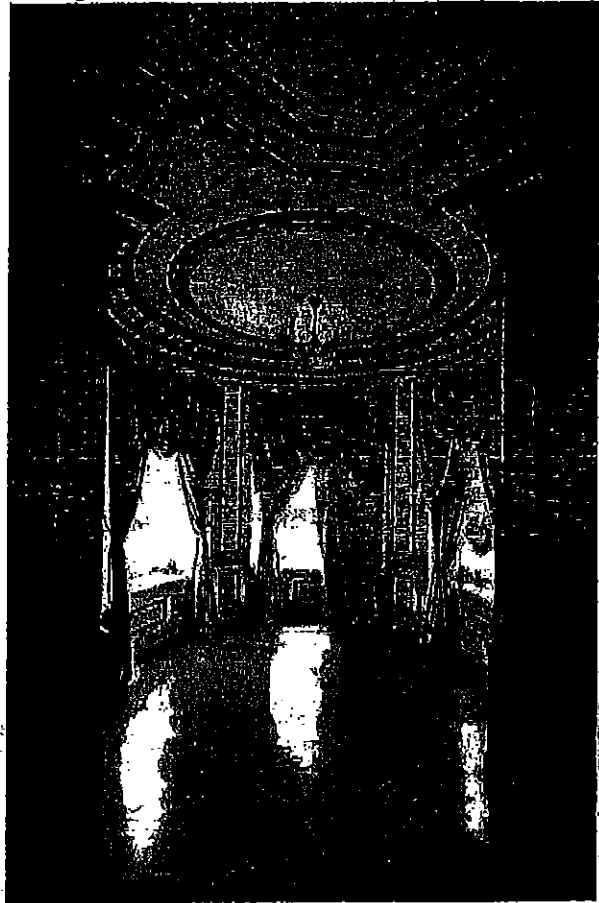
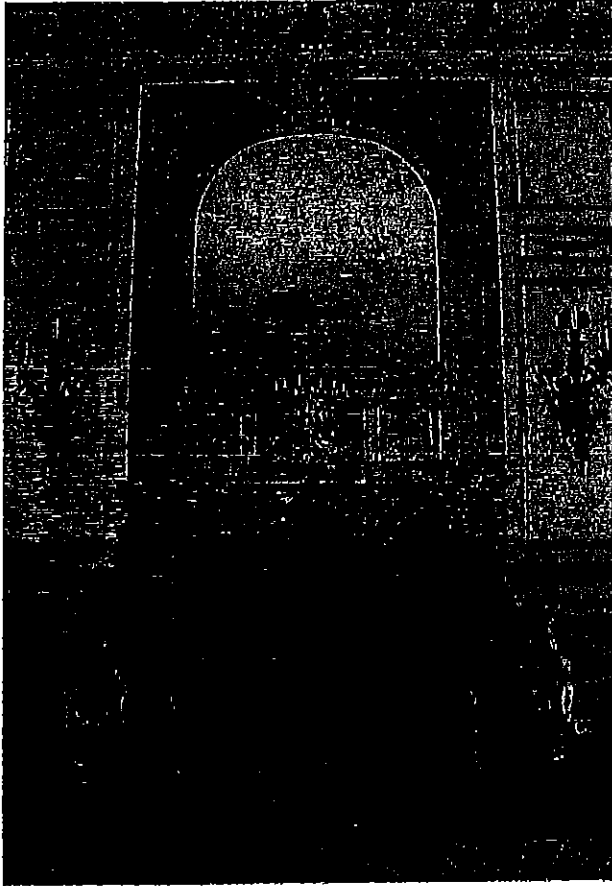
Exhibit C-17
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
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First floor front parlor:

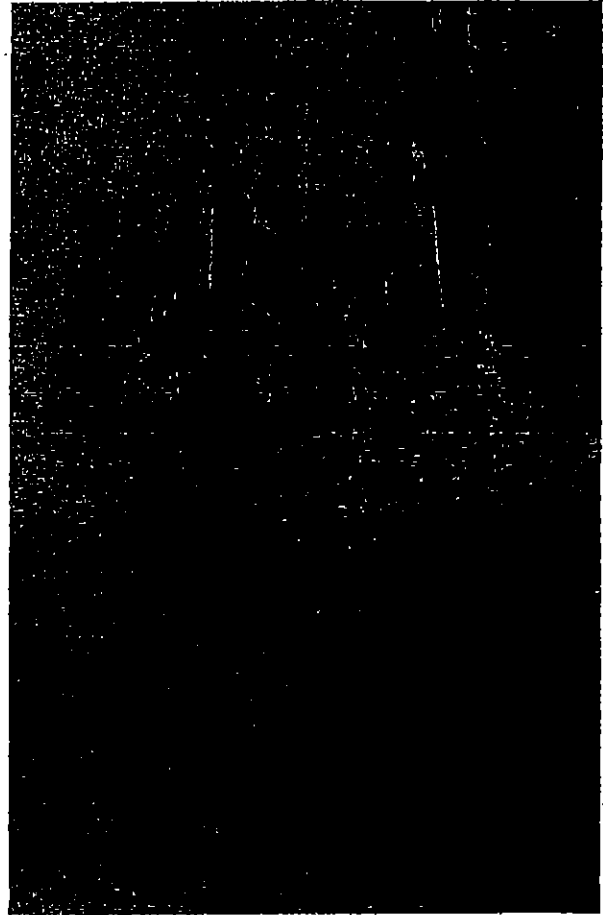
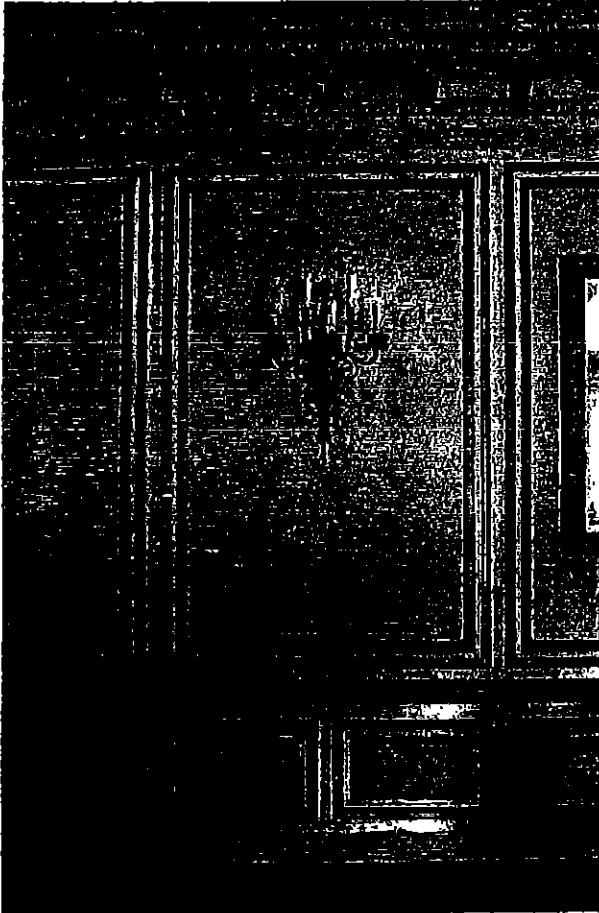
Facing southeast (top), facing northwest (bottom): The front parlor features paneled walls with painted wood wainscoting, parquet floors with inlaid border, and a flat plaster ceiling with bracketed perimeter moldings and a central plaster ceiling medallion. The south wall features rounded bays at each 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-18
for a Preservation Easement: Mattison Estate Castle
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Existing Conditions August 2017



First floor front parlor details:
(Left) Fireplace mantle and mirror detail.
(Right) Southwest bay detail.

Exhibit C-19
for a Preservation Easement: Mattison Estate Castle
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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-20
for a Preservation Easement: Mattison Estate Castle
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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-21
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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.

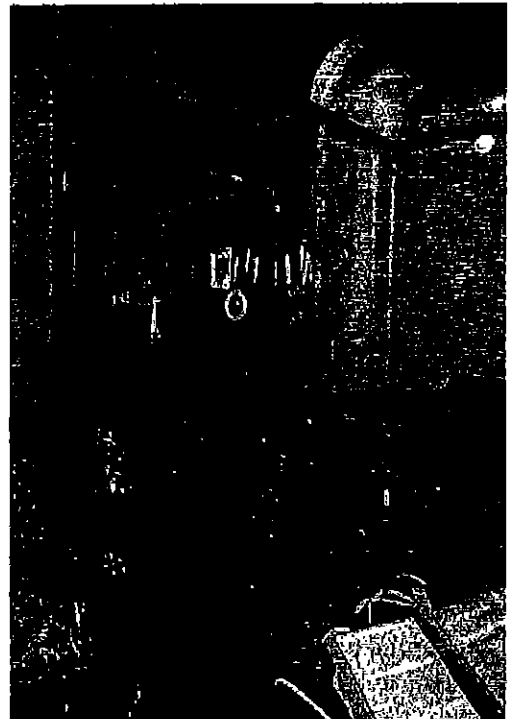
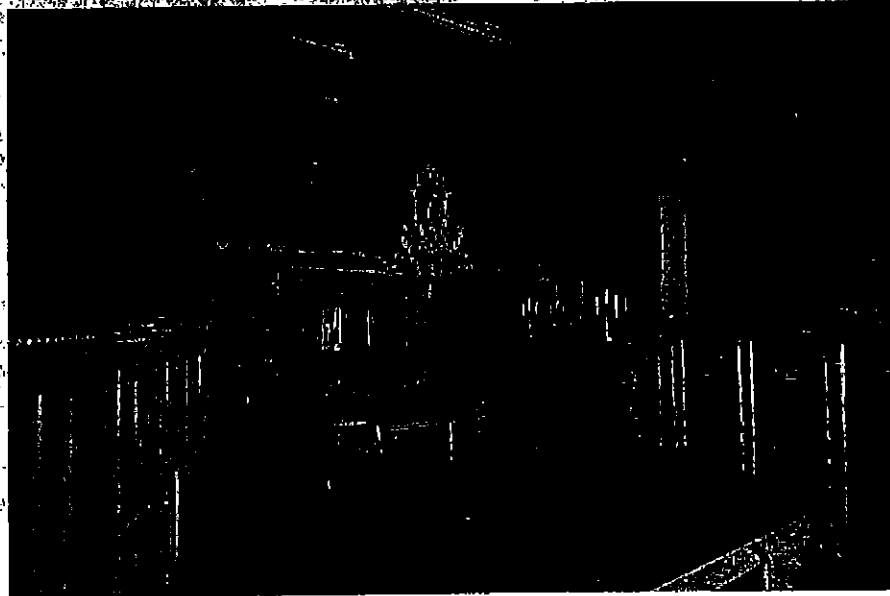
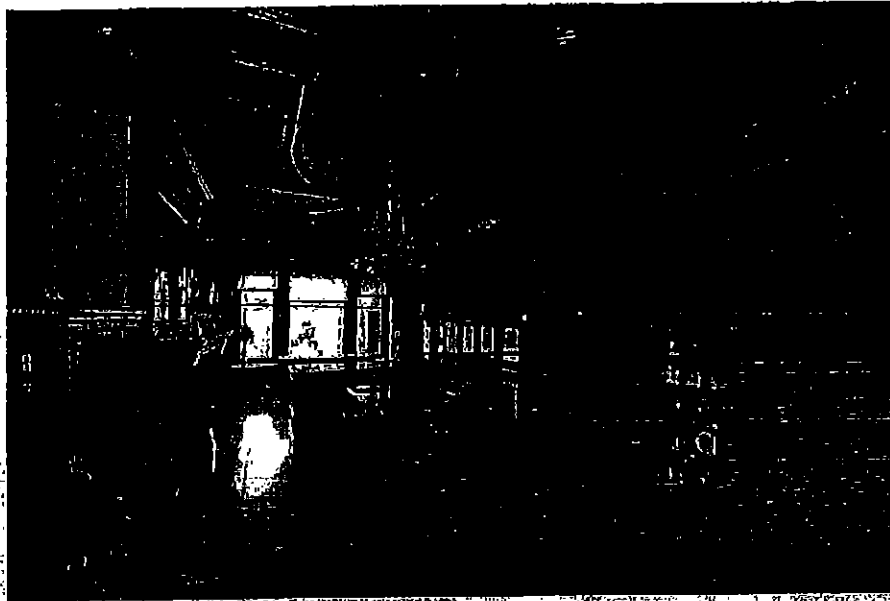


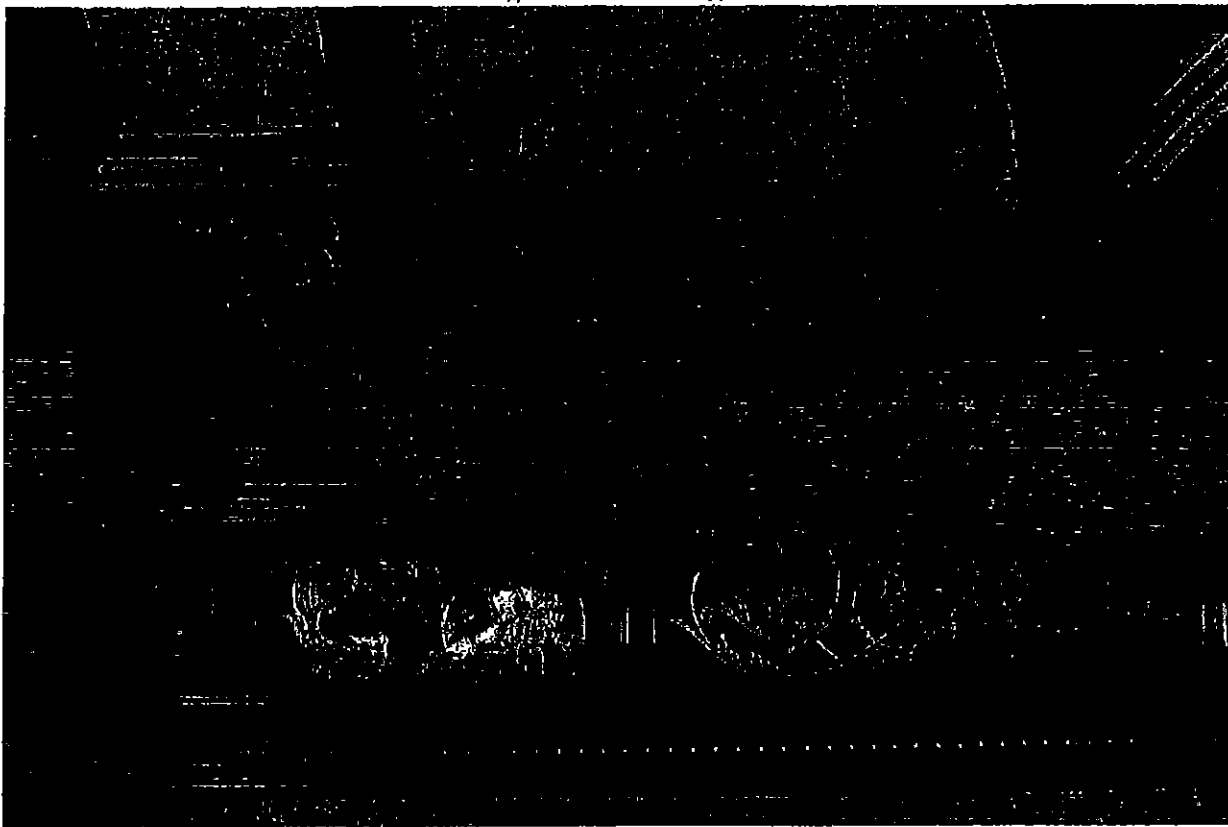
Exhibit C-22
for a Preservation Easement: Mattison Estate Castle
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701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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-23
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Existing Conditions August 2017



First floor library details:
(Top) Painted ceiling panel detail.
(Right) Book case detail

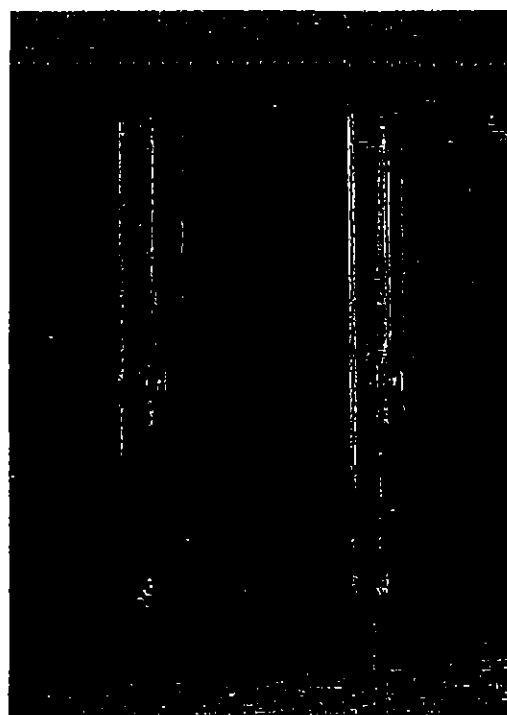
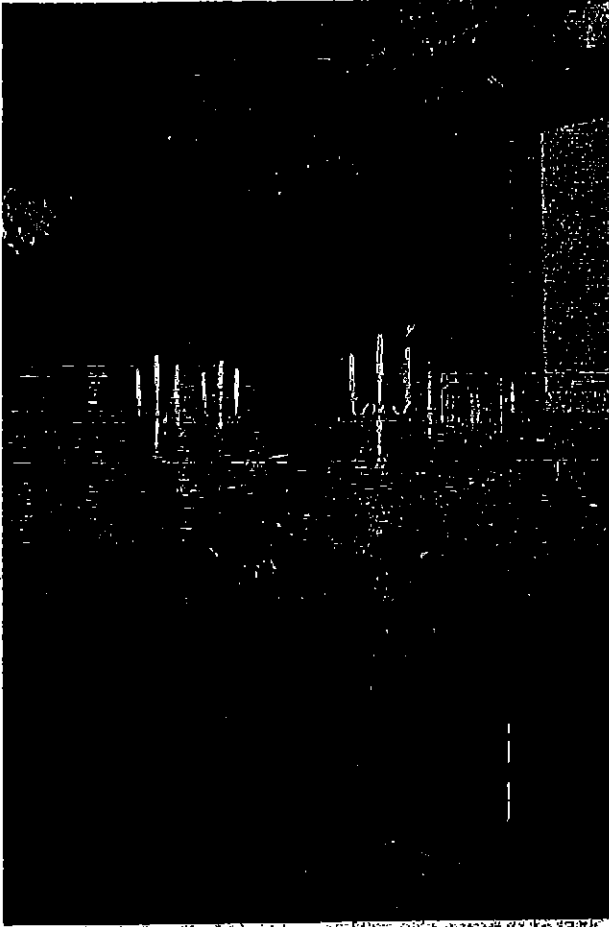


Exhibit C-24
for a Preservation Easement: Mattison Estate Castle
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Existing Conditions August 2017



First floor library details:
(Top left) Mantle detail.

(Bottom right) Sconce detail.

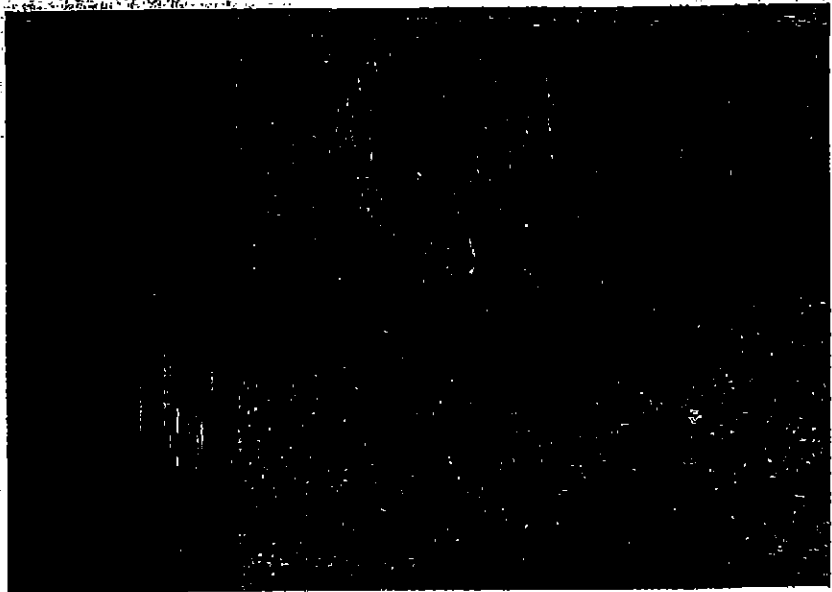


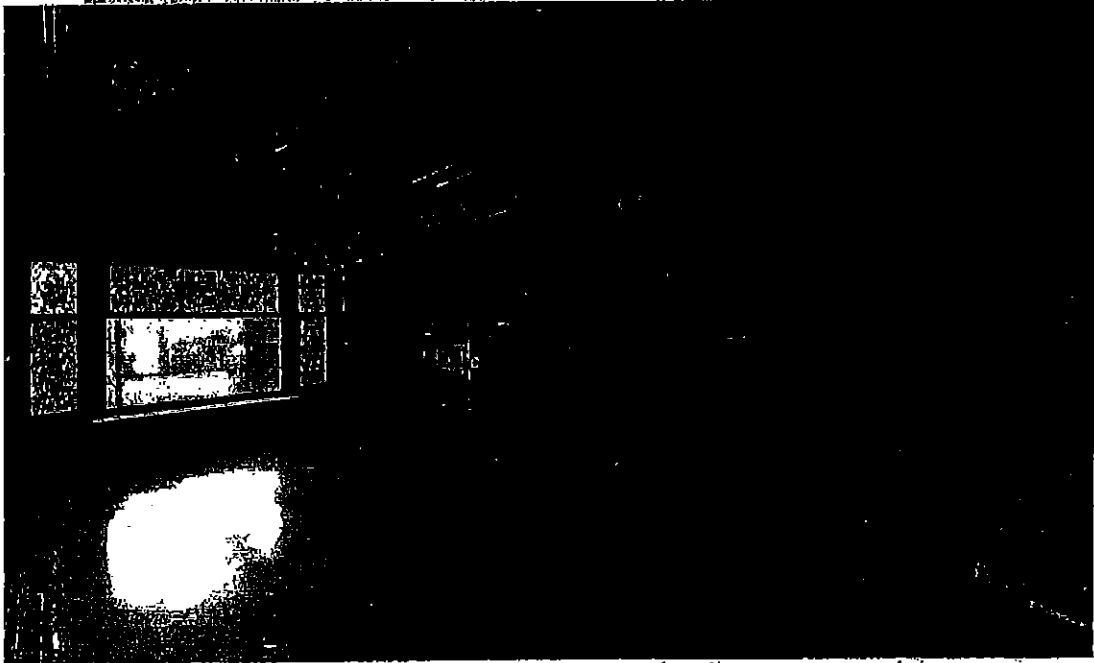
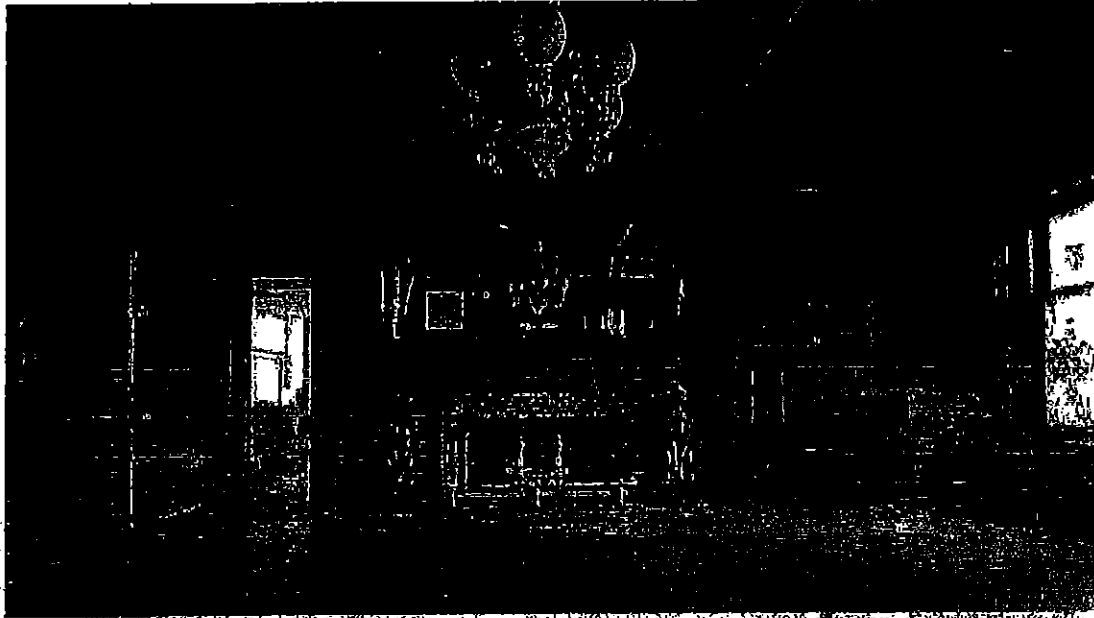
Exhibit C-25
for a Preservation Easement: Mattison Estate Castle
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701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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.

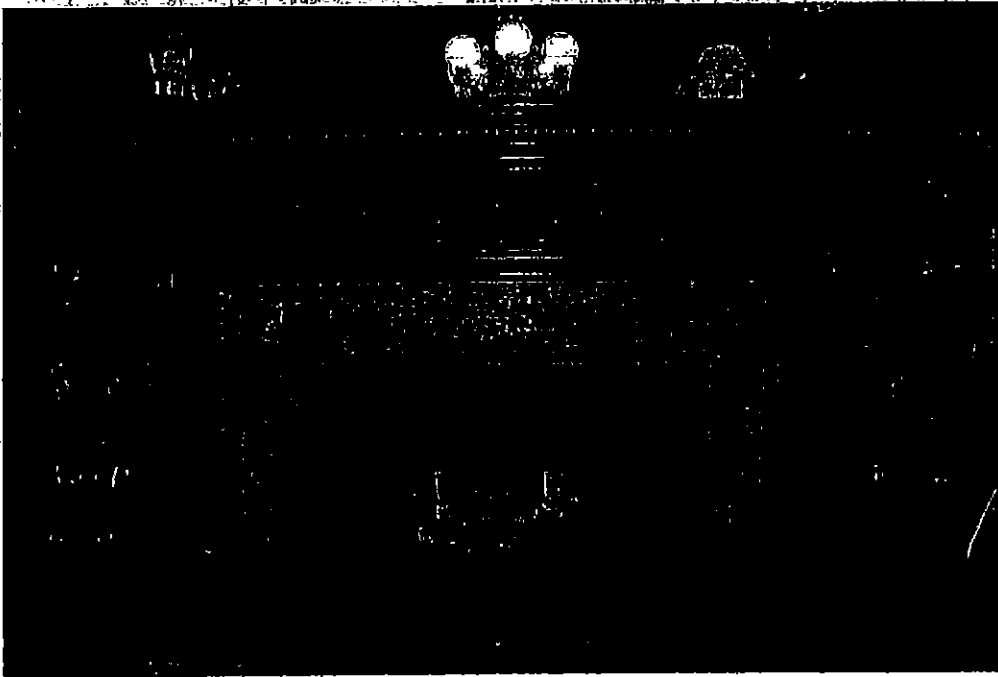
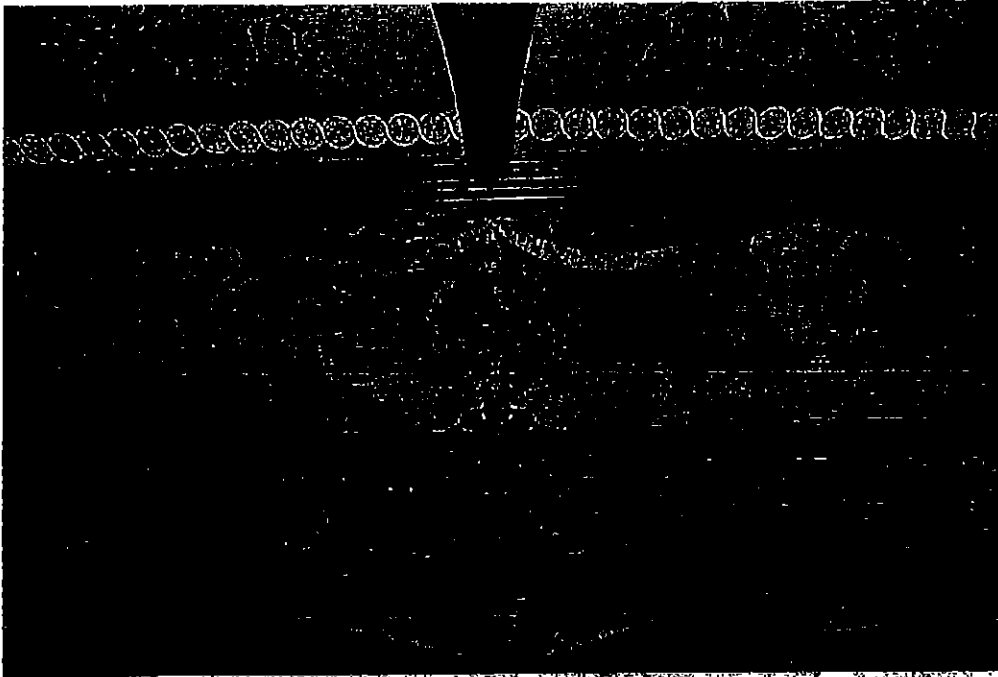
Exhibit C-26
for a Preservation Easement: Mattison Estate Castle
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701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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-27
for a Preservation Easement: Mattison Estate Castle
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701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

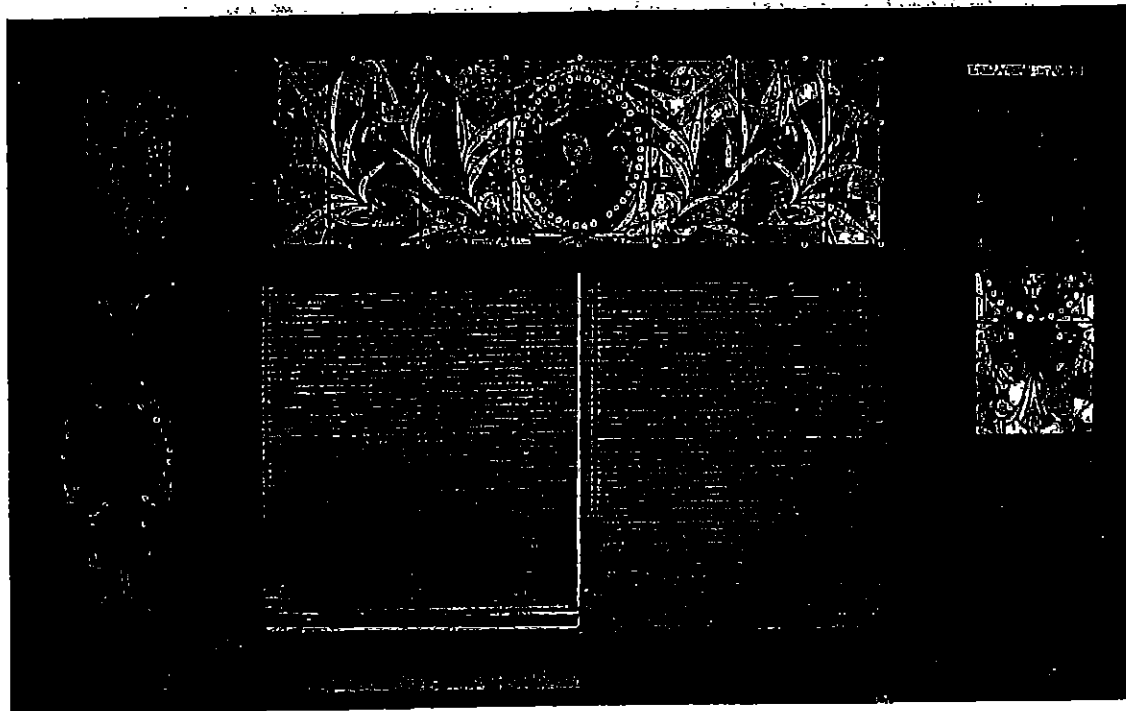
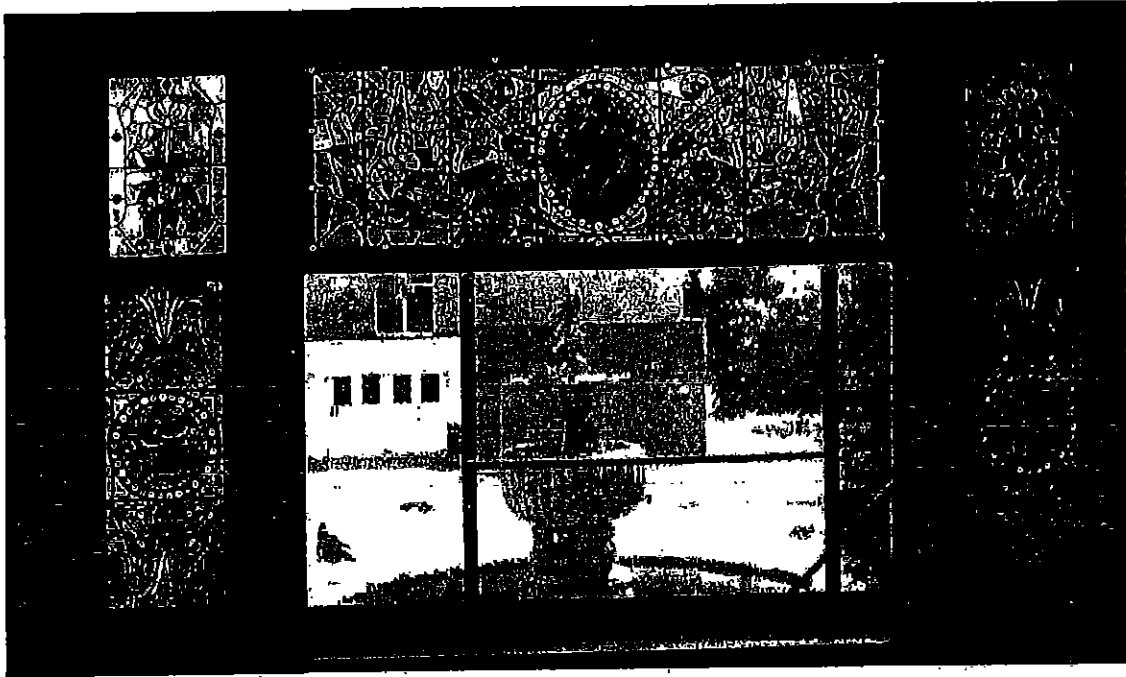


First floor dining room details:

(Top) Cherub mural with axiom: "Let no one bear beyond this portal hence / words uttered here in friendly confidence."

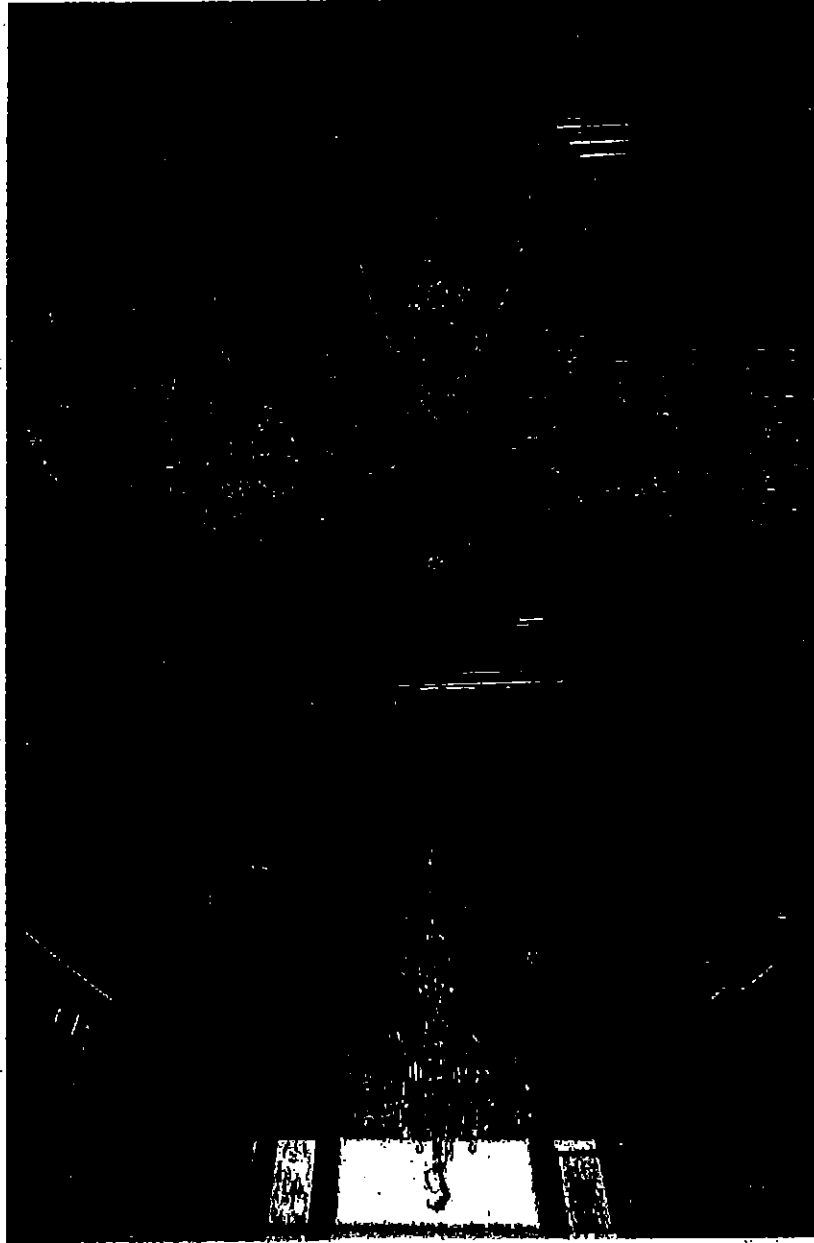
(Bottom) Fireplace mantel detail with faience tiles.

Exhibit C-28
for a Preservation Easement: Mattison Estate Castle
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Existing Conditions August 2017



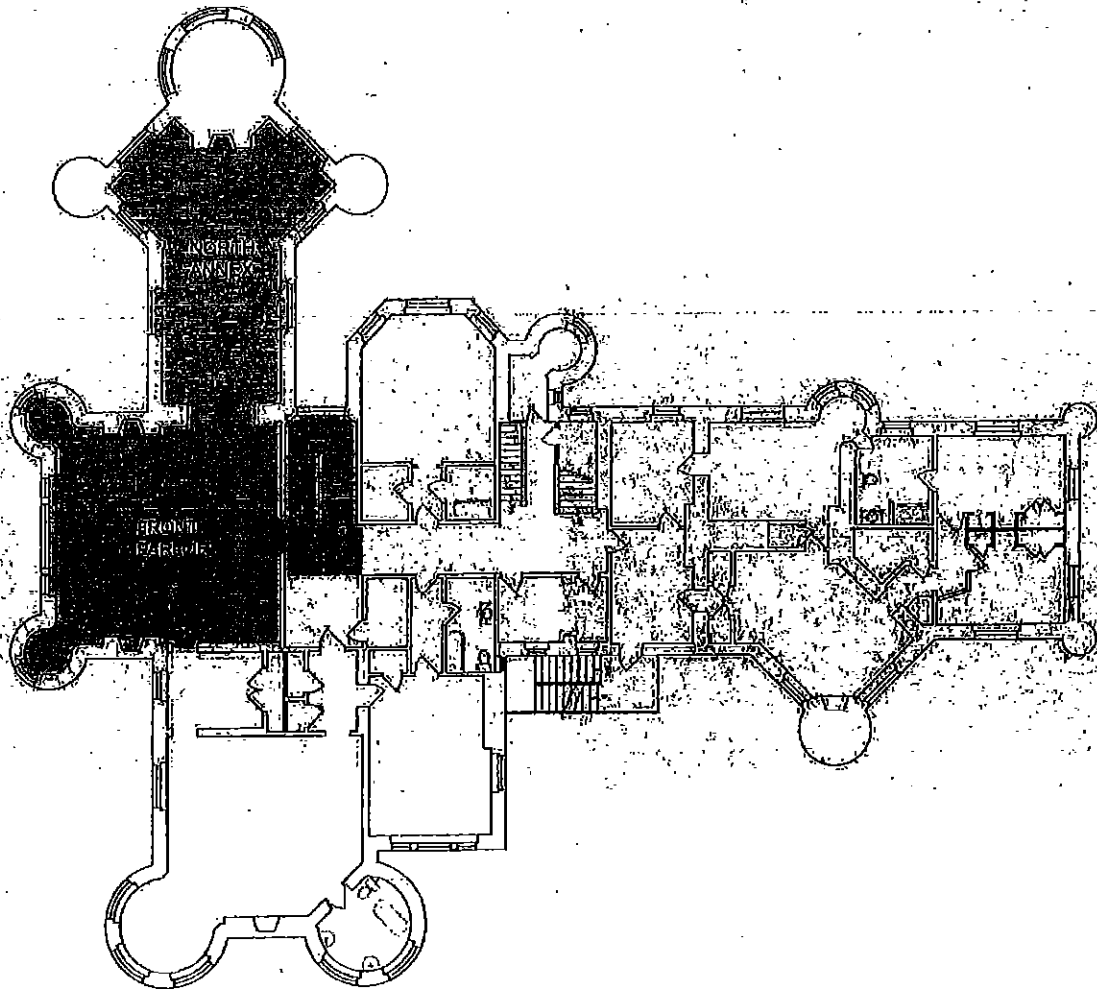
First floor dining room details:
(Top) South stained glass windows.
(Bottom) North stained glass windows.

Exhibit C-29
for a Preservation Easement: Mattison Estate Castle
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701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



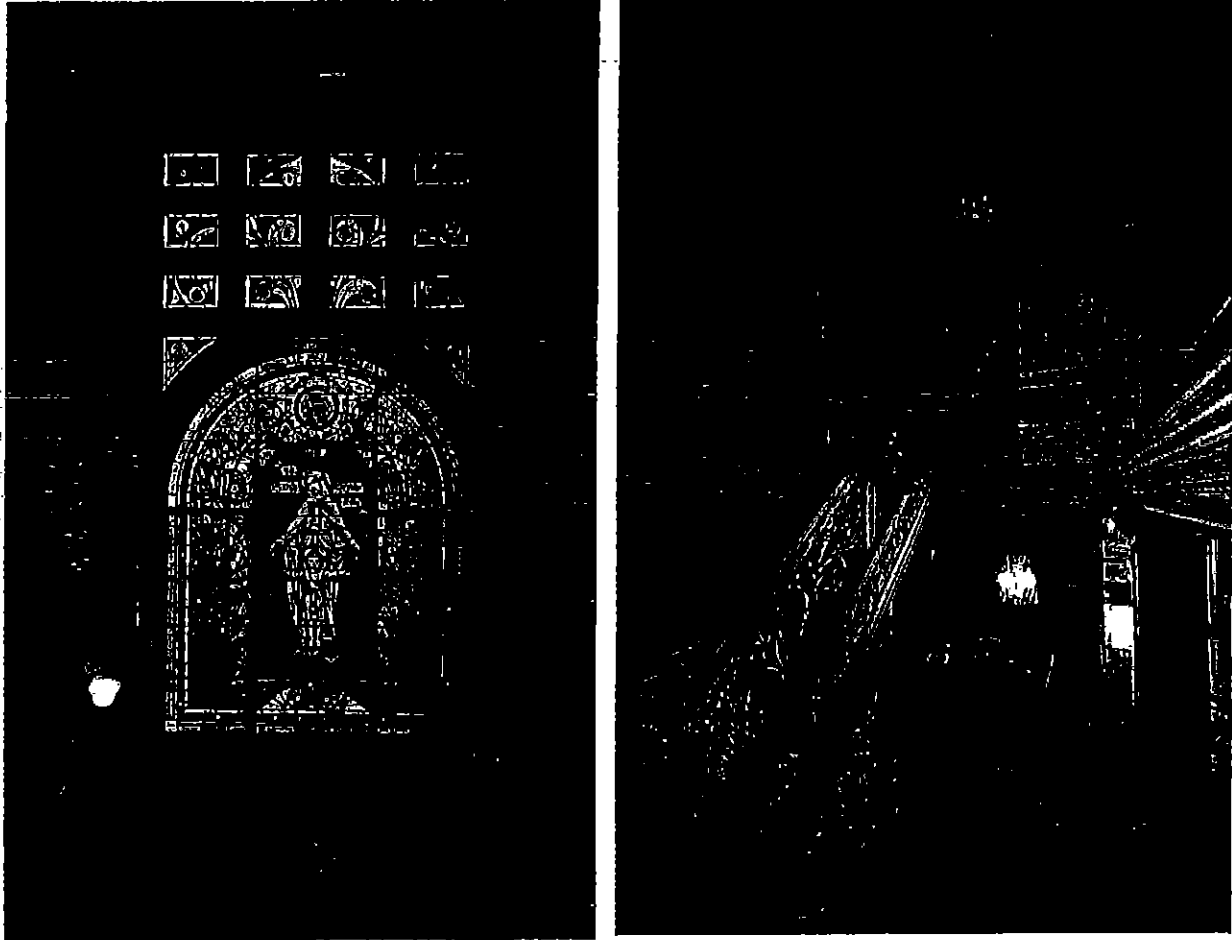
First floor dining room details: Ceiling detail, facing north. Chandelier is not believed to date to the Mattison era and is not a protected element of this easement.

Exhibit C-30
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
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Interior plans: Stampfl Architects

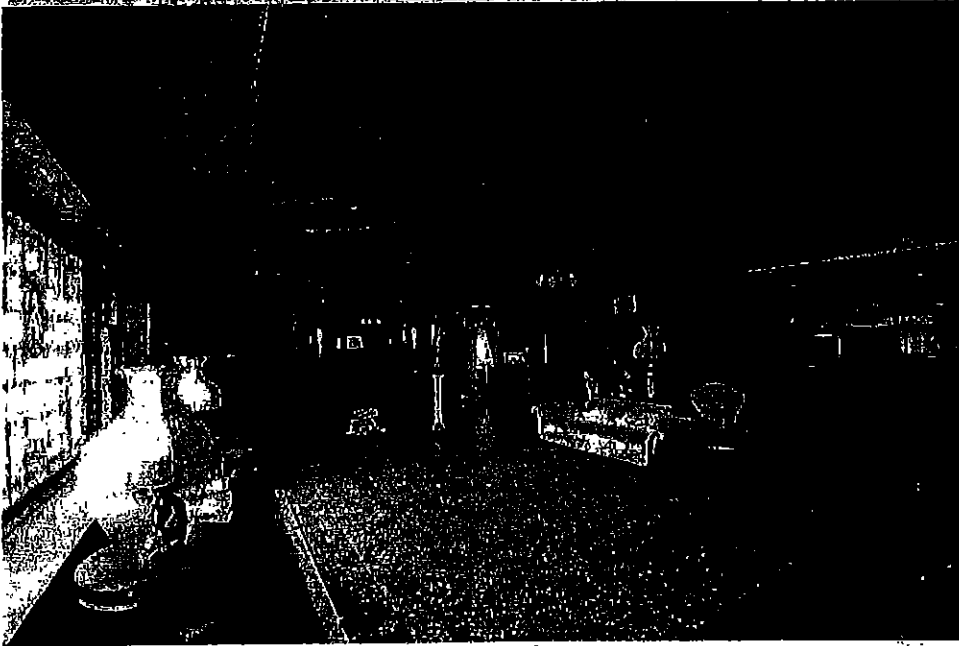
Exhibit C-31
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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.

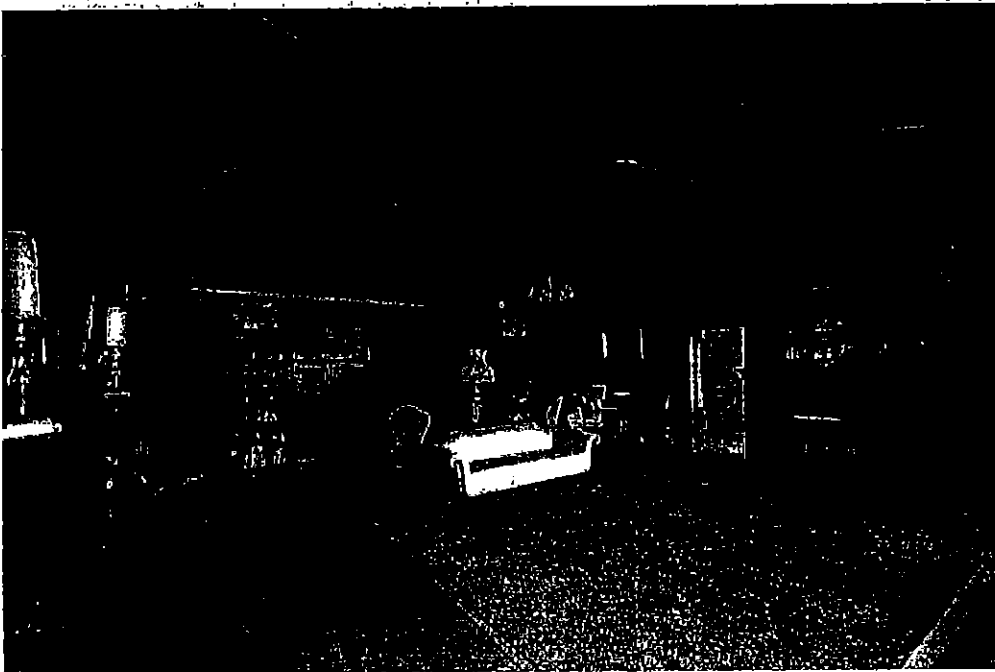
Exhibit C-32
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Second floor front parlor:

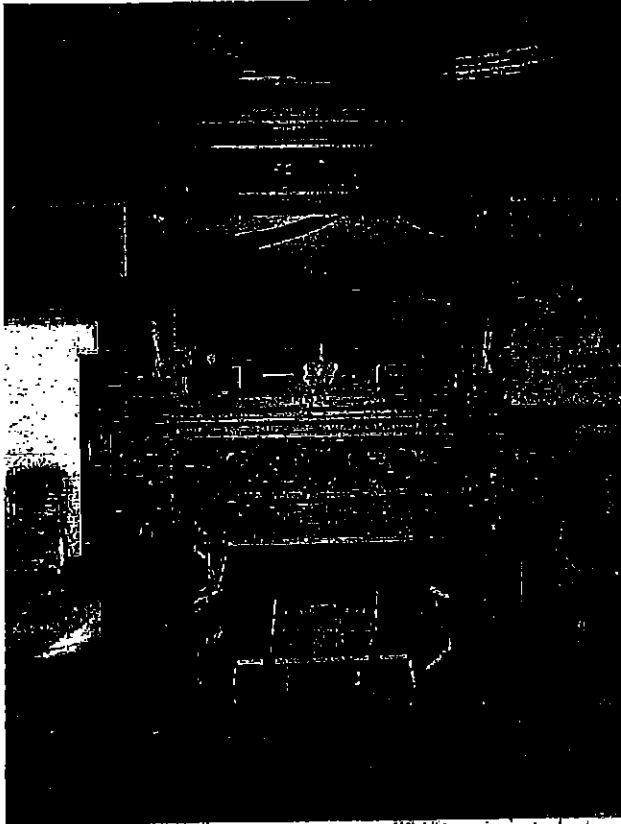
Facing northwest (top); facing northeast (bottom): The front parlor stands to the west of the second-floor stair hall. It features a painted, paneled ceiling, hardwood floors with inlaid borders, and paneled wood and composition ornament wainscoting. A wide stained glass window dominates the west wall; 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-33
for a Preservation Easement: Mattison Estate Castle
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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-34
for a Preservation Easement: Mattison Estate Castle
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701 S. Bethlehem Pike, Ambler PA
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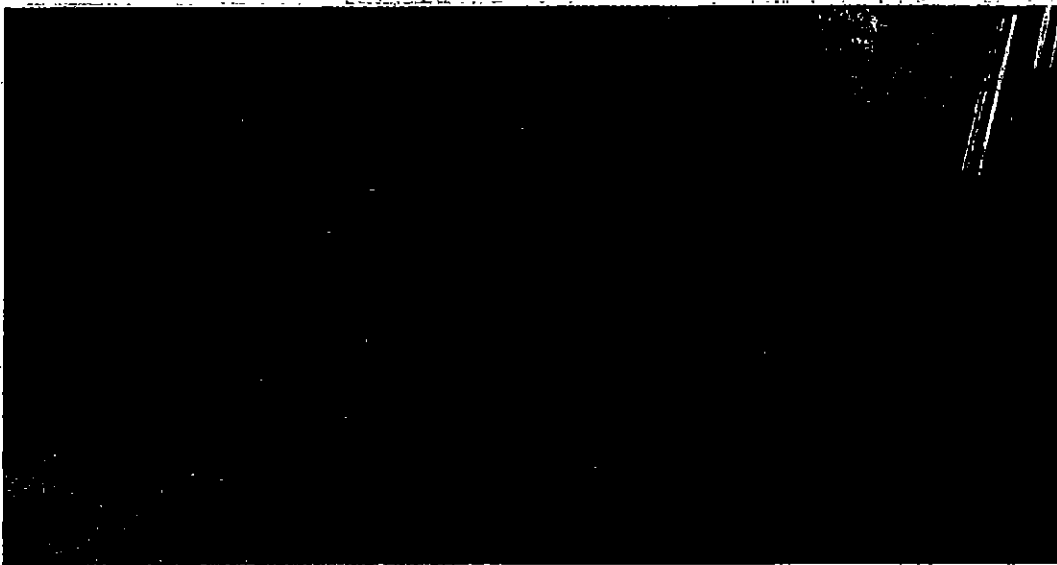
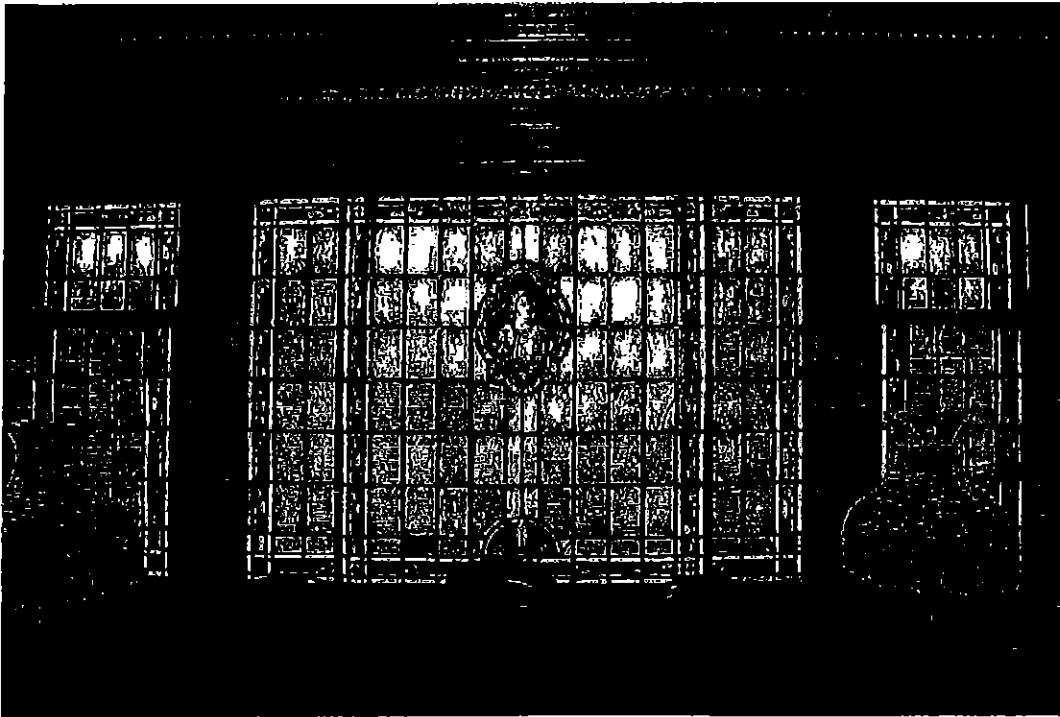


Second floor front parlor details:
(Top left) South fireplace mantle detail
(Top right) Southwest turret alcove detail
(Bottom right) East wall cabinet detail

Light fixtures do not date to the Mattison era and are not protected elements of this easement.



Exhibit C-35
for a Preservation Easement: Mattison Estate Castle
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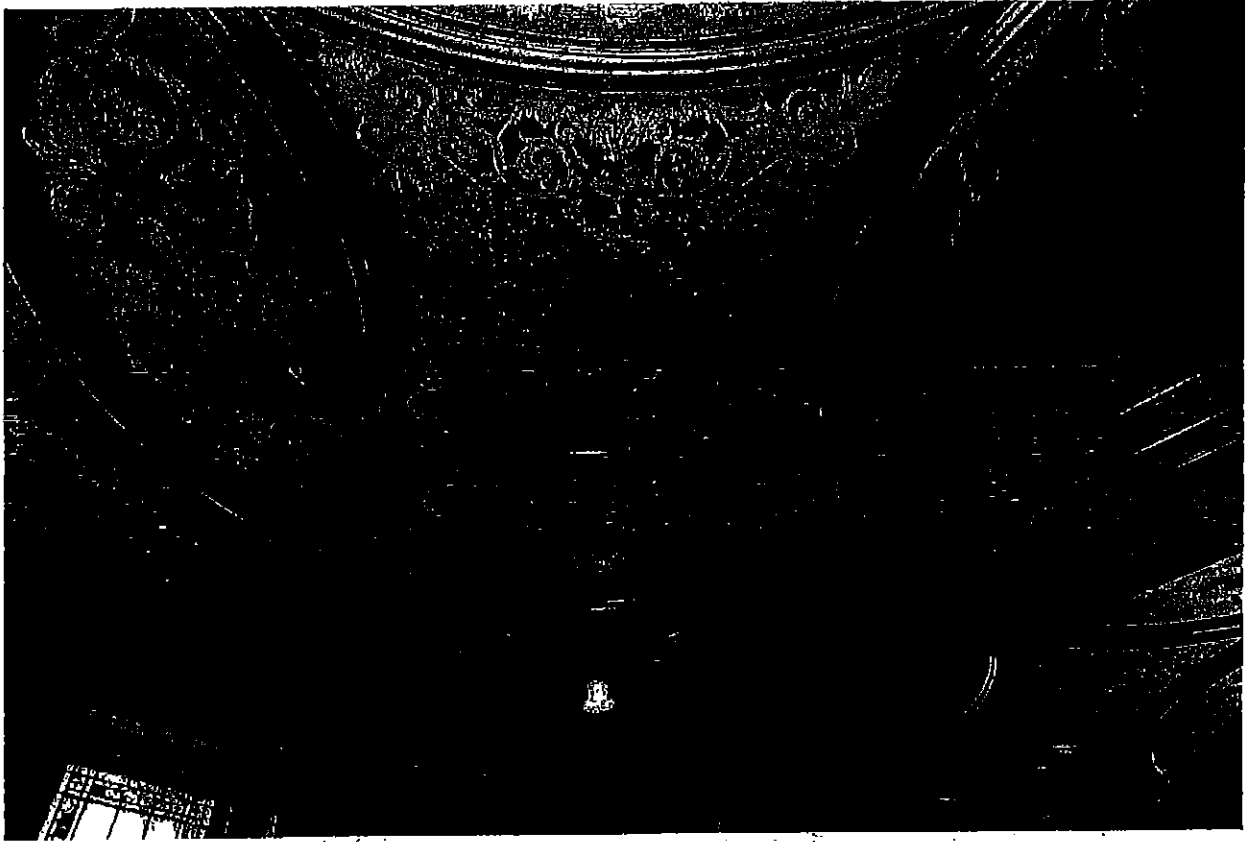


Second floor front parlor details:

(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-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 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.



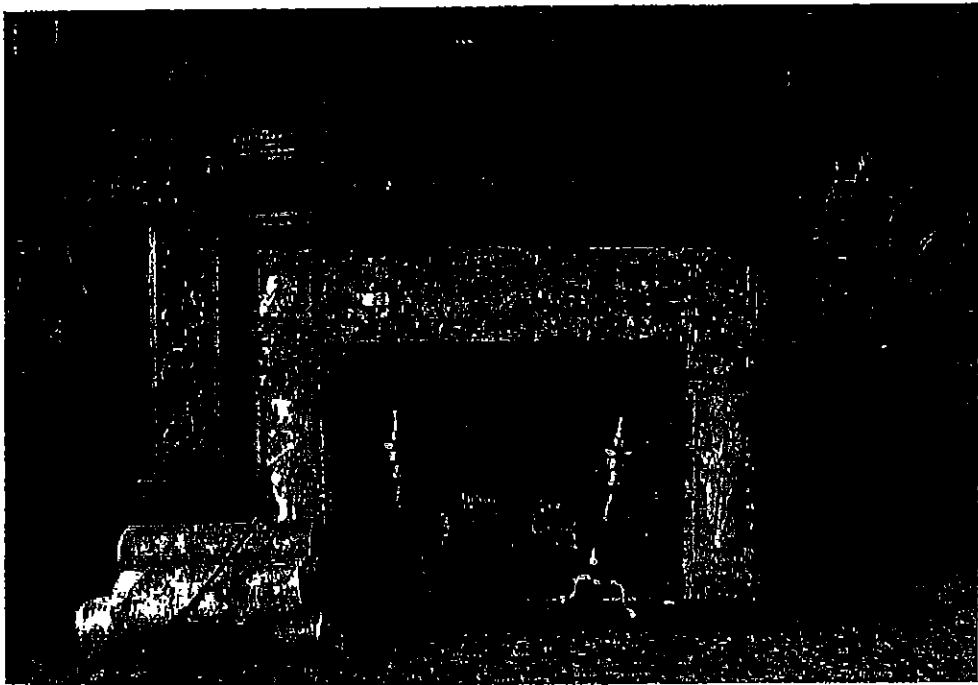
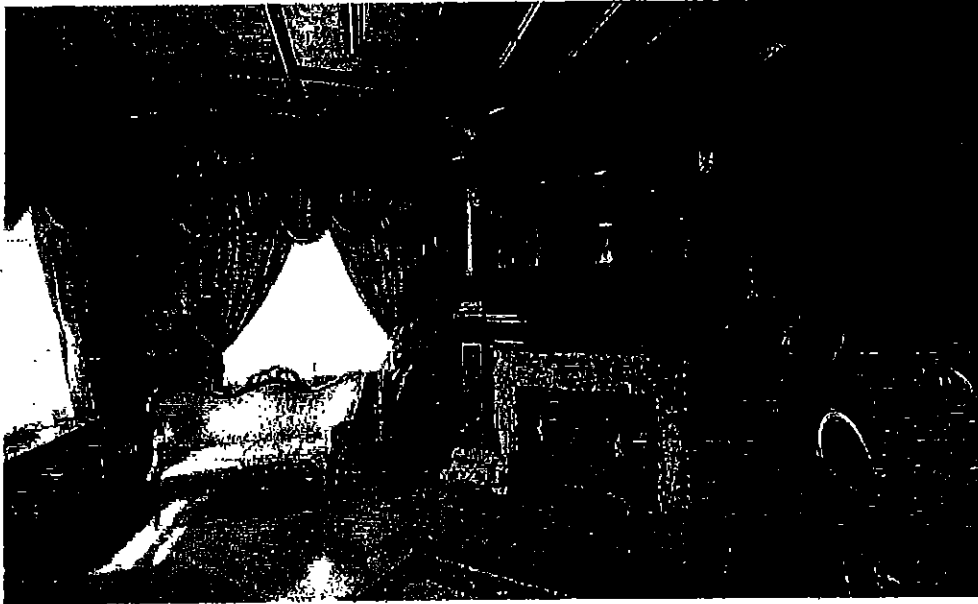
Exhibit C-37
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Second floor north annex:

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-38
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



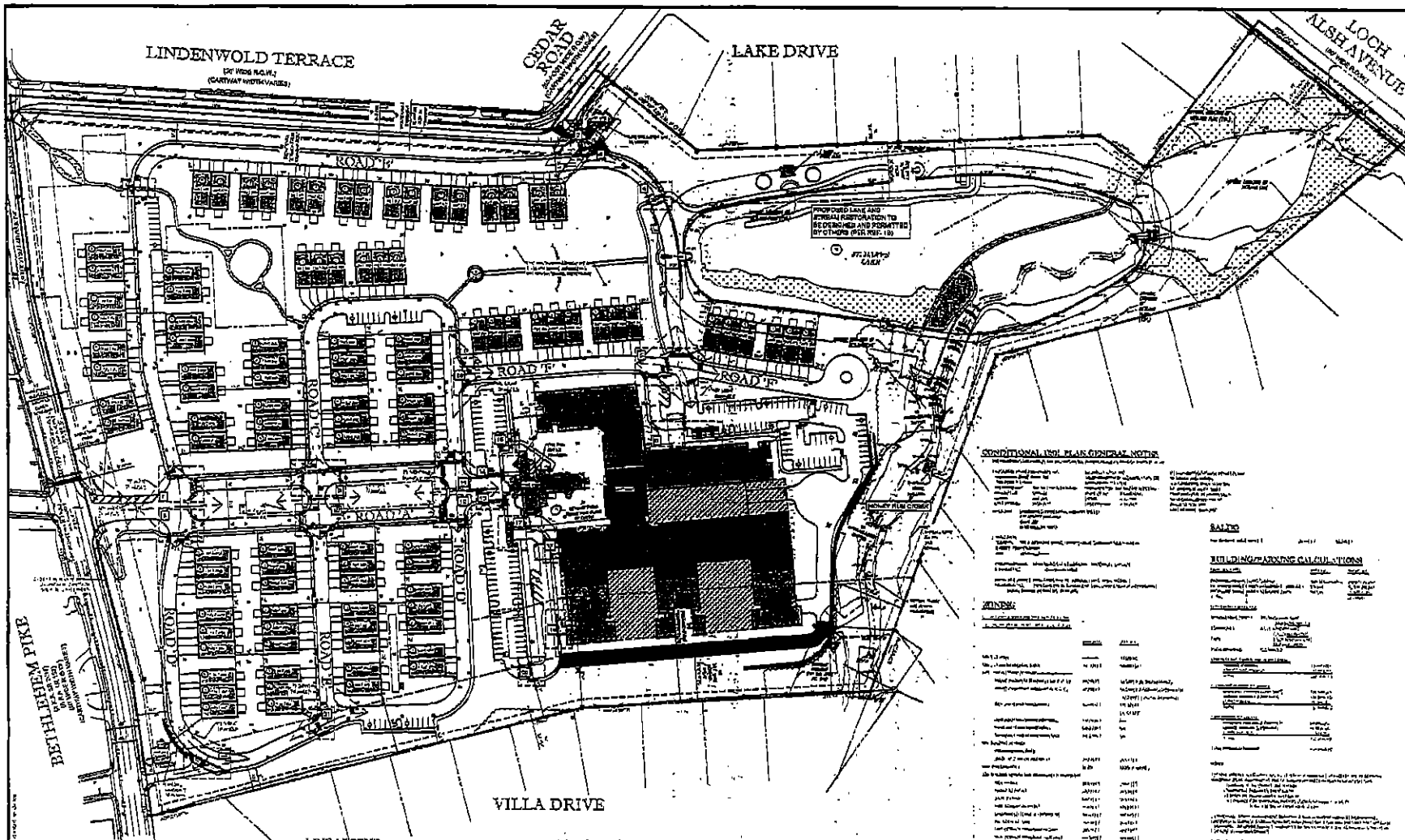
Second floor north annex:

(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
Final Development Plan
for a
preservation easement
for the MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

EXHIBIT D
Final Development Plan



CONDITIONAL USE PLAN DISCREPANCY

1. The proposed use is not consistent with the zoning ordinance. The proposed use is a residential use, while the zoning ordinance requires a commercial use. The proposed use is a residential use, while the zoning ordinance requires a commercial use. The proposed use is a residential use, while the zoning ordinance requires a commercial use.

ZONING

Code	Description	Area (sq. ft.)
R-1	Single-Family Residential	10,000
R-2	Two-Family Residential	20,000
R-3	Three-Family Residential	30,000
R-4	Four-Family Residential	40,000
R-5	Five-Family Residential	50,000
R-6	Six-Family Residential	60,000
R-7	Seven-Family Residential	70,000
R-8	Eight-Family Residential	80,000
R-9	Nine-Family Residential	90,000
R-10	Ten-Family Residential	100,000

SIZES

Lot Area: 100,000 sq. ft.
 Building Area: 50,000 sq. ft.
 Parking Area: 20,000 sq. ft.

BUILDING MARKING CALCULATIONS

Item	Quantity	Unit	Total
Building Area	50,000	sq. ft.	50,000
Parking Area	20,000	sq. ft.	20,000
Lot Area	100,000	sq. ft.	100,000

LINE LEGEND

---	Property Line
---	Setback Line
---	Right-of-Way Line
---	Utility Line
---	Other

SYMBOL LEGEND

[Symbol]	Building Footprint
[Symbol]	Parking Space
[Symbol]	Landscaping
[Symbol]	Other



BOHLER ENGINEERING
 1000 MARKET DRIVE, SUITE 300
 CHAMFORT, PENNSYLVANIA 19384
 PHONE: (610) 388-8800
 FAX: (610) 388-8801
 WWW: WWW.BEENGIN.COM

REVISED

NO.	DATE	DESCRIPTION
1	01/15/12	Initial Issue
2	02/15/12	Revised
3	03/15/12	Revised
4	04/15/12	Revised
5	05/15/12	Revised
6	06/15/12	Revised
7	07/15/12	Revised
8	08/15/12	Revised
9	09/15/12	Revised
10	10/15/12	Revised
11	11/15/12	Revised
12	12/15/12	Revised

CALL BEFORE YOU DIG
 811
 1-800-4-A-DAWN

PRELIMINARY/FINAL LAND DEVELOPMENT PLAN

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC
 THE MATTHEW DWYER
 701 S. BETHLEHEM PIKE
 UPPER DUBLIN TOWNSHIP
 MONTGOMERY COUNTY, PA

BOHLER ENGINEERING
 1000 MARKET DRIVE, SUITE 300
 CHAMFORT, PENNSYLVANIA 19384
 PHONE: (610) 388-8800
 FAX: (610) 388-8801
 WWW: WWW.BEENGIN.COM

E.A. BRITZ
 PROFESSIONAL ENGINEER
 1000 MARKET DRIVE, SUITE 300
 CHAMFORT, PENNSYLVANIA 19384
 PHONE: (610) 388-8800
 FAX: (610) 388-8801
 WWW: WWW.BEENGIN.COM

OVERALL SITE PLAN
 SHEET NUMBER: 3
 OF 11
 REVISION 12, 2012, 12:07

Exhibit E
Escrow Agreement
for a
preservation easement
for the

CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 2019, 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.

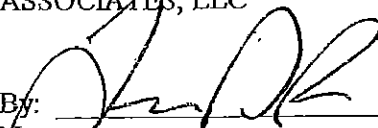
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

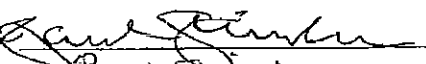
GRANTOR:

GRANTEE:

LINDENWOLD RESIDENTIAL
ASSOCIATES, LLC

THE PRESERVATION ALLIANCE
FOR GREATER PHILADELPHIA

By: 
Name: _____
Title: _____

By: 
Name: Paul Steinko
Title: Executive Director

ESCROW AGENT:

By: _____
Name:
Title:

Exhibit D

Novacastria Construction's proposal dated February 21, 2018

(last revised November 8, 2018)

The Castle

Mattison Estate - 701 S. Bethlehem Pike
Owner - Aquinas Realty
Architect - Peter Stampfl
Original Date - 02/21/18
Last Update - 11/8/18

novocastria construction
267-226-2640

	SCOPE OF WORK:	
DEMOLITION		
	INTERIOR DEMOLITION:	
	REMOVE NON-LOADBEARING WALLS IN BASEMENT	
	REMOVE SHELVING, CABINETS, WALK-IN COOLER, & MISC. DEBRIS IN BASEMENT	
	REMOVE 3 FURNACES IN BASEMENT AND 1 FURNACE IN THE TOWER	
	REMOVE NON-LOADBEARING WALLS ON FIRST FLOOR	
	REMOVE DOORS, CABINETS, CEILINGS, & KITCHEN EQUIPMENT IN NON-HISTORIC AREAS	
	REMOVE NON-HISTORIC WALLS AND DOORS ON SECOND AND THIRD FLOOR	
	REMOVE FLOORING ON FIRST FLOOR IN NON-HISTORIC AREAS	
	REMOVE ALL MISCELLANEOUS DEBRIS ON ALL FLOORS	
	REMOVE ALL LAY-IN CEILINGS IN NON-HISTORICAL AREAS	
	REMOVE EXISTING BLINDS	
	ANY HISTORIC FABRIC EXPOSED DURING DEMOLITION WILL BE LEFT INTACT.	
	EXTERIOR DEMOLITION	
	REMOVE DOOR OPENING, SIDELIGHT AND TRANSOM - NOTE # 35	
	HAZARDOUS MATERIAL ABATEMENT	
	REMOVE ALL HAZARDOUS MATERIALS PER VERTEX REPORT - VERTEX REPORT WAS SENT UNDER HEADING "LINDENWOLD - PRE-DEMO ASBESTOS REPORT"	
	THE FOLLOWING IS A LIST OF WORK DESCRIBED IN THE REPORT BUT IT DOES NOT LIMIT THE SCOPE OF THE REPORT:	
	REMOVE AND DISPOSE OF ACPI IN BASEMENT	
	REMOVE AND DISPOSE OF AC DUCT INSULATION IN BASEMENT	
	REMOVE AND DISPOSE OF AC MUD PATCH CEILING MATERIAL IN BASEMENT	
	REMOVE WOOD LATH AND PLASTER CEILING W/ ASB SEAM TAPE IN BASEMENT - DURING REMOVAL THE EXISTING WIRING AND PIPING WILL REMAIN. PROVIDE TEMPORARY SUPPORT AS REQUIRED AND MAKE TEMPORARY RECONNECTIONS..	
	ASBESTOS CONTAINING PIPE INSULATION, ETC IN BASEMENT	
	ASBESTOS CONTAINING DUCT INSULATION, ETC IN 1ST FLR KITCHEN	
	ASBESTOS CONTAINING PIPE INSULATION DEBRIS ABOVE WALK-IN FREEZER	
	ASBESTOS CONTAINING ORANGE LINOLEUM ON 2ND & 3RD FLOORS	
	EXPOSED ASBESTOS PANELLING IN ATTIC	
	ASBESTOS CONTAINING DEBRIS IN ATTIC	
	REMOVE 3 EX. OIL TANKS IN BASEMENT AND ALL RELATED PIPING, AND 1 ADD. OIL TANK ON FIRST FLOOR	
	REMOVE OIL TANK CONTENTS - INCLUDE AN ALLOWANCE	
	REMOVE EXISTING ELECTRIC TRANSFORMER AND DISPOSE	
	REMOVE ALL CONTAMINATED MATERIALS IN THE CRAWL SPACE PER THE VERTEX REPORT - INCLUDE AN ALLOWANCE	
	REMOVE EX. VERTICAL DUCT NEAR STAIRS TO BASEMENT	
	ASSUME EXISTING WATER SUPPLY AND ELECTRIC IS AVAILABLE DURING ABATEMENT	
	REMOVAL OF INSULATION ABOVE BASEMENT CEILING	
	EXCLUSIONS:	
	ASBESTOS CONTAINING PIPE INSULATION & EXT. DUCT INS. W/IN WALLS, FLOORS, AND CEILINGS THAT IS NOT EXPOSED	
	ASBESTOS CONTAINING TROWELLED CEMENT PACKING W/IN INTERIOR BRICK WALLS	
	ASBESTOS CONTAINING DUST INSULATION BETWEEN FLOORS	
	ASBESTOS CONTAINING WATERPROOFING ON STONE WALLS W/IN ATTIC	
	ASBESTOS CONTAINING TRANSITE ROOF SHINGLES IN ATTIC	
	ABATEMENT MONITORING	
	SITE REMEDIATION AND RESTORATION	
	REPLACEMENT OF BASEMENT CEILING	

The Castle

Mattison Estate - 701 S. Bethlehem Pike

Owner - Aquinas Realty

Architect - Peter Stampfl

Original Date - 02/21/18

Last Update - 11/8/18

novocastria construction

267-228-2640

SITework		
	SITE FIRE/WATER	
	NEW FIRE/WATER LINE SERVICE FROM NEW SITE SERVICE TERMINATION FROM 6'0" OUTSIDE TO INSIDE THE BUILDING	
	NEW WATER METER & METER PIT	
	SANITARY LINE	
	NEW SANITARY LINE CONNECTION FROM 6'0" OUTSIDE THE BUILDING INTO THE BUILDING	
	STORM	
	STORM SEWER SYSTEM - ALLOW 300LF PLUS 15EA. LATERALS AT AVERAGE 10LF	
	E & S CONTROLS FOR OWN WORK	
	LANDSCAPING:	
	REMOVE LARGER SHRUBS AND TREES CLOSE TO BUILDING - INCLUDE ALLOWANCE OF \$1,000	
CAST-IN-PLACE CONCRETE		
	NEW FOUNDATIONS FOR CHAIRLIFT	
	EXCAVATION FOR FOUNDATIONS	
	REMOVE EX. CONCRETE LANDING AT EXT. BASEMENT STAIRS	
	REPLACE LANDING AND FIRST CONC. STEP AT EXT. BASEMENT STAIRS	
	INSTALL CURB AT EXT. BASEMENT STAIRS	
	NEW CONCRETE ON METAL DECK AT CHAIRLIFT	
MASONRY & STONE		
	MASONRY REPAIRS IN ACCORDANCE WITH STAMPFL DRAWINGS (NOTE REPAIR M1 IS INCORRECT. REFER TO NOTE #3 ON REHAB. KEYNOTES)	
	INCLUDES M-1, 3 AND 4 REPAIRS	
	CAULKING AT TERRACE	
	REMOVAL OF STONE WALL AT CHAIR LIFT	
	CMU WALLS AT CHAIRLIFT	
	NEW STONE CLADDING AT WALL - SEE NOTE 48	
	"RE-USE CASTLE BLOCK" COMMENT ON DRAWING 3/A-12 - OWNER SUPPLIED	
	EXCLUSIONS:	
	WINDOW TO MASONRY CAULKING - EXISTING DETAIL IS A HARD MORTAR JOINT	
METAL FABRICATIONS		
	REPAIR BENT SECTIONS AT WROUGHT IRON GATE	
	MODIFY METAL WALL RAILING AT BASEMENT ENTRANCE (AS REQD. BY CODE)	
	ADD PTD. METAL RAILING AT HANDICAPPED RAMP (BOTH SIDES) AS REQ'D BY CODE.	
	PROVIDE NEW STAIR AT ROOF TO EXISTING PLATFORM -APPROX. 90" IN HT. REMOVE EXISTING - IN LIEU OF REPAIR (SEE NOTE 42)	
CARPENTRY & MILLWORK		
	ROUGH CARPENTRY	
	PROVIDE CARPENTRY LABOR TO CUT HOLES IN HISTORIC FABRIC FOR SPRINKLER PIPING	
	PROVIDE ALL BLOCKING AS REQUIRED	
	PROVIDE TEMPORARY PROTECTION AT WINDOWS DURING REMOVAL FOR REPAIR	
	CUT OPNGS FOR HVAC REGISTERS AND DIFFUSERS IN HISTORIC WALLS	
	PROVIDE TEMPORARY WALLS AND ENCLOSURES WHERE REQUIRED DURING CONSTRUCTION	
	P.T. WD. FRAME AT BASEMENT WINDOW ADJACENT TO HC LIFT.	

The Castle

Mattison Estate - 701 S. Bethlehem Pike
Owner - Aquinas Realty
Architect - Peter Stampfl
Original Date - 02/21/18
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novocastria construction
267-226-2640

	FINISH CARPENTRY	
	FORM NEW BATHROOM DOOR OPENING IN CORRIDOR WALL	
	CAREFULLY MODIFY PANELING FOR NEW DOOR	
	SEAL EXISTING BATHROOM DOOR	
	SUPPLY AND HANG NEW paneled wood door (SIM. TO EXIST. CORRIDOR DOORS BUT NOT MATCHING)	
	PROVIDE NEW DOOR TRIM SIMILAR IN STYLE TO EXISTING DOOR TRIM	
	REPAIR WOOD FLOORING AT ENTRANCE CANOPY	
	INSTALL NEW BATHROOM ACCESSORIES	
	PROVIDE NEW EXT. GRADE PLYWOOD RAMP AT ENTRANCE (PAINT TO MATCH EXISTING)	
	EXISTING BATHROOM DOOR AND TRIM TO REMAIN AND BE LOCKED SHUT	
	WATERPROOFING, ROOFING, FLASHING & SHEET METAL	
	INCLUDE ALLOWANCE FOR PATCH AND REPAIR OF EXISTING ROOFING	
	REPAIR AND PAINT EX. DOWNSPOUTS	
	INSTALL MISSING DOWNSPOUTS	
	DOORS/FRAMES/HARDWARE	
	REPAIR EXISTING EXTERIOR DOORS	
	REPLACE EXTERIOR DOORS AT CIRCULAR TURRET ADJACENT TO PORTICO, INC. HARDWARE	
	REPLACE EXTERIOR DOOR ACCESS TO BASEMENT, INC. HARDWARE	
	INSTALL NEW DOOR AT BATHROOM - DOOR & HARDWARE TO BE HISTORICALLY SYMPATHETIC	
	NEW FOLDING TEMPORARY GATES AT STAIR ACCESS ON 1ST & 2ND FLRS (NOTE #40). GATES TO PREVENT ACCESS STANDARD DOOR HT. ONLY	
	WINDOWS	
	GRILLES	
	REMOVE DECORATIVE GRILLES AT WINDOWS FIRST FLOOR AND ABOVE	
	GRILLES AT BASEMENT WINDOWS TO REMAIN FOR SECURITY	
	WOOD WINDOWS	
	WINDOW REPAIRS IN ACCORDANCE WITH STAMPFL ASSOC. DRAWINGS DATED 12/8/17	
	RE-USE AND REPAIR HARDWARE WHERE POSSIBLE	
	REPLACE TRANSOM SCREEN WITH GLASS AT EXISTING FRONT DOOR	
	GLAZING PUTTY REPLACEMENT	
	EXCLUSIONS:	
	WOOD SILL REPLACEMENT CARRY OUT INSPECTION DURING CONSTRUCTION TO DETERMINE CONDITION	
	PLASTER WALLS & CEILINGS	
	REPAIR PLASTER CEILINGS WHERE DAMAGED OR MISSING IN HISTORICAL ROOMS ONLY - REMOVE ANY LOOSE OR BULGING PLASTER AS PART OF REHAB NOTE #39 - PLASTER ONLY	
	PROVIDE APPROPRIATE WALLPLATES AND/OR ESCUTCHEONS AT ALL NEW WALL PENETRATIONS FOR PIPING ETC.	
	FLOORING	
	REMOVE AND REPLACE CERAMIC TILE IN ACCESSIBLE BATHROOM (NOTE #28)	
	PROVIDE UNDERLAYMENT AT CERAMIC TILE	
	WATERPROOFING AT TILE FLOOR	

The Castle

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PAINTING		
	DOORS AND FRAMES:	
	STAIN NEW BATHROOM DOOR AND DOOR TRIM	
	RE-PAINT EXISTING EXTERIOR DOORS WHERE PAINTED	
	RE-STAIN EXISTING EXTERIOR DOORS AND FRAMES WHERE STAINED	
	INTERIOR PAINTING:	
	PAINT CEILINGS TO MATCH EXISTING AT PLASTER REPAIRS, AND PAINT ANY PATCHED AREAS OF WALLS AND CEILINGS	
	PAINT SPRINKLER PIPING TO MATCH ADJACENT SURFACES IN HISTORICAL ROOMS ONLY	
	EXTERIOR PAINTING:	
	SCRAPE, PATCH AND PAINT EXISTING WINDOW FRAMES AND SASHES - EXTERIORS ONLY	
	PAINT AND PRIME ALL NEW WOOD BOTH EXTERIOR AND INTERIOR SURFACES	
	PROTECT SURFACES AND COLLECT ALL SCRAPINGS OF PAINT - DISPOSE OF APPROPRIATELY	
	SCRAPE AND PAINT EXISTING AND NEW DOWNSPOUTS	
	SCRAPE AND PAINT EXISTING WOOD PORCH FLOOR	
	TOUCH-UP WOOD PORCH CEILING	
	SCRAPE AND PAINT ALL METAL RAILINGS	
	TREAT RUST AND PAINT DECORATIVE SCONCES	
	REPAINT GATE	
	SCRAPE AND PAINT ALL DECORATIVE SECURITY WINDOW GRILLES TO REMAIN	
	SCRAPE AND PAINT FIRE ESCAPE	
	PAINT EXTERIOR EXPOSED SPRINKLER PIPE AT PORCH ENTRANCE	
WALLCOVERING		
	INCLUDE NEW WALLCOVERING AT BATHROOM (NOTE #28)	
	INCLUDE AN ALLOWANCE TO REPAIR EXISTING WALLCOVERING, RE-HANG AND GLUE DOWN SEAMS	
MISCELLANEOUS SPECIALTIES		
	PROVIDE NEW BATHROOM ACCESSORIES IN AN APPROPRIATE STYLE (SEE NOTES # 25,28,& 27)	
HANDICAP LIFT		
	FURNISH AND INSTALL CHAIR LIFT AS SPECIFIED	
H.V.A.C.		
	DESIGN/BUILD PROPOSAL PER M-1, M-2, & M-3	
	DESIGN AND PERMITTING:	
	PROVIDE HVAC SIGNED AND SEALED DRAWINGS	
	HVAC GENERAL NOTES SHOWN ON THE ARCHITECTURAL DRAWINGS DO NOT APPLY TO THIS PROJECT AND THEY WILL BE DELETED WHEN THE DRAWINGS ARE RE-ISSUED.	
	PROVIDE ALL ENGINEERING DESIGNS, ETC	
	PROVIDE HVAC PERMIT	
	EQUIPMENT:	
	REPLACE EXISTING ATTIC UNITS (4EA) TO PROVIDE BOTH HEATING AND COOLING	
	INSTALL 3 HVAC UNITS IN BASEMENT	
	PROVIDE NEW HVAC UNIT IN CIRCULAR TURRET ADJACENT TO PORTICO	
	PROVIDE 1 HVAC UNIT IN SECOND FLOOR ROOM TO SERVE PARTIAL HISTORIC ROOM AND CORRIDOR	
	PROVIDE LOW VOLTAGE WIRING	
	PROVIDE FACTORY MOUNTED CONTROLS FOR NEW HVAC UNITS	

The Castle

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novocastria construction
 267-226-2640

	DUCTWORK:	
	WHERE POSSIBLE REUSE EXISTING 1ST FLOOR REGISTERS AND GRILLES	
	REPLACE EXSTNG. HORIZ. DUCTWORK IN BASEMENT AND CONNECT TO NEW OR EXISTING FLOOR REGISTERS	
	DUCTWORK REQUIRED AS PART OF THE NEW HVAC UNIT ON THE SECOND FLOOR CAN BE RUN AS EXPOSED SPIRAL DUCT IN PROTECTED AREAS. NEW WALL REGISTERS AND GRILLES ARE IN AN HISTORICALLY SENSITIVE AREA.	
	PROVIDE NEW EXPOSED DUCTWORK AND FLOOR REGISTERS IN SECOND FLOOR HISTORIC ROOM	
	PROVIDE NEW DUCTWORK AND WALL REGISTERS TO SERVE SECOND FLOOR CORRIDOR	
	RE-USE EXISTING DUCTORK CURRENTLY PART OF THE ATTIC MOUNTED UNITS	
	DELETE NOTE #44. LOCATION OF ANY REQUIRED VERTICAL DUCT RISERS ARE TO BE DETERMINED BY HVAC DESIGN/BUILD SUBCONTRACTOR.	
	PROPOSED LOCATIONS FOR FOUR NEW FLOOR REGISTERS ARE SHOWN CORRECTLY ON DRAWING M3 AND NOT AS SHOWN ON DRAWING A-4 NOTE #45	
	VENTILATION:	
	PROVIDE FRESH AIR BY NATURAL VENTILATION	
	PLUMBING	
	PROVIDE NEW ELECTRIC DOMESTIC WATER HEATER IN BASEMENT	
	PROVIDE FLOOR MTD. WATER CLOSET IN BATHROOM AND RE-CONNECT TO EXISTING SAN. LINES	
	PROVIDE FLOOR PEDESTAL SINK WITH FAUCETS	
	MODIFY EXISTING PIPING	
	PROVIDE ANY NECESSARY CORING FOR OWN WORK	
	PROVIDE PLUMBING PERMITS	
	ALL NEW FIXTURES TO HAVE SUITABLE PERIOD DESIGN TO MATCH HISTORIC NATURE OF HOUSE	
	SAFE OFF BATHROOMS ON UPPER FLOORS	
	SPRINKLERS	
	DESIGN/BUILD PROPOSAL FOR FULLY SPRINKLERED BUILDING INCLUDING ATTIC	
	PROVIDE COMBINATION OF WET AND DRY SYSTEM - CERTAIN LOCATIONS ARE UNHEATED	
	PROVIDE WATER FLOW TEST	
	SPRINKLER PIPING INSTALLATION IN HISTORICAL ROOMS TO RESPECT HISTORICAL MATERIALS (WHERE POSSIBLE ATTACH TO WALLS)	
	ALL PIPING AND HEADS IN HISTORICAL ROOMS TO BE EXPOSED - SEE PAINTING NOTE. PIPING TO BE BLACK IRON	
	ALL PIPING AND HEADS IN NON HISTORICAL ROOMS TO BE EXPOSED AND CEILING MOUNTED	
	PROVIDE UNDERGROUND PIPING FROM 5' OUTSIDE THE BUILDING	
	CUTTING AND PATCHING IN HISTORICAL ROOMS TO BE DONE BY A SKILLED CAPRPENTER TO MINIMIZE DAMAGE TO EXISTING FINISHES	
	DRAWING A-1 SHOW THE NEW WATER SERVICE LOCATION TO ENTER THE BUILDING AND A-21 SHOWS ANOTHER. FOR THE PURPOSES OF BIDDING ASSUME THE SITE DRAWINGS BY BOHLER ENGINEERING ARE CORRECT	
	THE SPRINKLER SYSTEM IN THE ATTIC NEEDS TO BE A DRY SYSTEM. THE EXPOSED SPRINKLERS IN THE PORTICO AREA AND AT THE TERRACE OVERHANG NEED TO BE A DRY SYSTEM.	
	PROVIDE ENGINEERING	
	ELECTRIC	
	NEW SERVICE:	
	NEW UNDERGROUND SERVICE FROM CONNECTION ON SITE	
	PROVIDE TRANSFORMER VAULT - IN AN APPROVED LOCATION.	
	THIS IS CONSIDERED A COMMERCIAL SERVICE THEREFORE THE ELECTRICAL SUBCONTRACTOR IS RESPONSIBLE FOR ITS OWN TRENCHING , SCREENINGS, BACKFILL, CONDUIT AND WIRE, VAULT AND ALL CONNECTIONS. PECO WILL PROVIDE THE TRANSFORMER.	
	PROVIDE PVC CONDUITS FOR TELECOMM. SYSTEM FROM CONNECTION LOCATION ON SITE - 100 LF	
	VERIFY THE BUDGET FOR ELECTRICAL SERVICE TO THE CASTLE ON 100LF BASED ON BOHLER ENGINEERING DRAWINGS.	

The Castle

Mattison Estate - 701 S. Bethlehem Pike

Owner - Aquinas Realty

Architect - Peter Stampfl

Original Date - 02/21/18

Last Update - 11/8/18

novocastria construction

267-226-2640

	BUILDING:	
	PROVIDE NEW MDP IN BASEMENT - CONNECT EXISTING PANEL FEEDERS TO NEW MDP. SIZING OF PANEL PER NOTE #19 TO BE DETERMINED BY THE ELECTRICAL DESIGN/BUILD SUBCONTRACTOR.	
	DISCONNECT EXISTING FEEDER CONNECTIONS	
	DISCONNECT EXISTING TRANSFORMER	
	PROVIDE POWER AND DISCONNECTS TO NEW HVAC UNITS - INCLUDE TRENCHING TO NEW UNIT #37	
	PROVIDE BATTERY PACK EMERGENCY LIGHTING AND EXIT SIGNS	
	PROVIDE POWER TO THE CHAIRLIFT	
	PROVIDE NEW FIRE ALARM CONNECTIONS TO EXISTING SYSTEM	
	DISCONNECT ALL EXISTING PANELS IN BASEMENT SERVING ADJACENT BUILDINGS	
	PROVIDE ALL ENGINEERING	
	THE USE OF SURFACE MTD CONDUIT OR WIRE MOLD WILL BE SUBJECT TO APPROVAL IN HISTORICAL AREAS.	
	INCLUDE AN ALLOWANCE OF \$10,000 TO REPAIR EXISTING WIRING, FIXTURES AND CIRCUITS	
	PROVIDE ELECTRICAL PERMITS	
	TEMPORARY SERVICES	
	TEMPORARY HEAT - THE USE OF SALAMANDERS, KEROSENE HEATERS (OR ANY SOURCE OF COMBUSTIBLE FUEL) IS NOT PERMISSIBLE.	
	PROVIDE TEMPORARY PROTECTION TO HISTORICAL FINISHES DURING CONSTRUCTION	
	NO WET CUTTING WITHOUT PRIOR APPROVAL	
	PROVIDE TRASH CLEAN UP AND REMOVAL FROM SITE BY DUMPSTERS	
	PROVIDE FINAL CLEAN-UP	
	WINDOW CLEANING	
	ALL NEW HOLES IN HISTORICAL FABRIC FOR PIPE PENETRATIONS ETC ARE TO HAVE ESCUTCHEONS/COVER PLATES TO HIDE ANY PATCHING.	
	ANY FURNITURE RELOCATION WILL BE DONE BY THE OWNER DURING CONSTRUCTION	
	TEMPORARY POWER SERVICE FROM PECO INCLUDING TEMP. POWER	
	CUTTING & PATCHING FOR UTILITIES	
	TEMPORARY SUPPORT FOR MEP IN BASEMENT FOR PLASTER CEILING REMOVAL.	
	GENERAL	
	CODE COMPLIANCE ON DESIGN BUILD LINE ITEMS	
	PROVIDE GENERAL CONDITIONS INCLUDING ADEQUATE STAFFING DURING CONSTRUCTION	
	PROVIDE ALL REQUIRED INSURANCE	
	INCLUDE COST OF BUILDING PERMIT/BUILDING PERMIT	
	INCLUDE TOWNSHIP TAXES	
	INCLUDE PERFORMANCE AND PAYMENT BONDS	

Exhibit E

Pancoast & Clifford Cost Estimate dated November 9, 2018

Exhibit E

PANCOAST & CLIFFORD



Estimate Summary Sheet

Mattison Estate

Estimate Summary

Estimate No: E18016

Estimate Date: Revised 11/09/2018

<i>CSI</i>	<i>Description</i>	<i>Totals</i>
01000	General Conditions	64,670
02000	Site Work	47,950
02020	Selective Demolition	48,500
02135	Asbestos Abatement	62,111
02900	Landscaping - Owner's Allowance	1,000
03000	Concrete	5,956
04000	Masonry & Stone Work/Restoration	19,000
05000	Steel & Misc Metals	20,640
06000	Carpentry & Millwork	30,750
07000	Waterproofing	2,000
08100	Doors and Hardware	13,067
08400	Window Repairs	95,000
09600	Flooring	1,800
09900	Painting/Wall Covering/Plaster	60,010
10000	Specialties	452
14400	Wheelchair Lift	13,390
15300	Fire Sprinkler	199,870
15400	Plumbing	21,000
15600	HVAC	173,900
16000	Electrical incl Fire Alarm	116,200
Subtotals		997,266
Permit		21,500
GL Insurance		10,973
P&P Bond Cost		12,720
Fee		54,866
Total		1,097,326



**Mattison Estate
Ambler, PA**

Estimate Clarifications

Estimate Date: Revised 11/09/2018

Clarifications:

1. Pricing is based on Drawings by Stampfl Associates LLC dated 12/08/2017, and the Novocastria Construction Revised Scope of Work dated 11/08/18
2. This Estimate is based on one (1) Phase of construction, and normal work hours. It is assumed that existing utilities (electric, water, etc.) may be utilized during construction.
3. Allowances as follows:
 - Landscaping - \$1,000
 - Electrical wire repairs - \$10,000
 - Heating oil removal - \$2,000
4. Hazardous material remediation per Vertex Report dated 01/06/2017 and per Novocastria Revised Scope of Work dated 11/08/18. We also include removal of the furnaces and an allowance of \$5,000 for removal of items in the crawl space. Includes a \$2,000 allowance for removal of oil tank contents with the assumption being that there is only heating oil in the tanks.
5. Engineering costs included only for sprinkler, mechanical, and electrical scopes of work.
6. Demolition per Novocastria Construction Revised Scope of Work dated 11/08/18. Also includes removal of ceilings in the non-historical areas, removal of walls and doors at 2nd and 3rd floor non-historical areas and removal of window blinds.
7. Site work includes:
 - An allowance of 300 LF of Storm Mains
 - (15) storm water laterals of an average of 10 LF each
 - Includes Water Meter Pit, furnish and install.
 - No water Meter included.
 - Re-work of the asphalt paving as required at the Wheelchair Lift
 - Pick up sanitary line at 5' outside building is in our plumbing line item
 - Pick up water line at 5' outside building is in our plumbing line item
 - No work included for the Sanitary Sewer line outside of 5' from building.
 - No Sanitary manhole included
 - No PA One Call included
 - No saw cutting or patching of driveways for the Water or Sanitary work
 - No trenching, backfilling or restoration for Water or Sanitary work
8. Cast-in-Place Concrete per Novocastria Construction Revised Scope of Work dated 11/08/18 and plans.

9. Masonry & Stone per Novocastria Construction Revised Scope of Work dated 11/08/18 and plans. Pricing based on the use of Mara Restoration as the subcontractor.
10. Metal Fabrications per Novocastria Construction Revised Scope of Work dated 11/08/18 and plans.
11. Carpentry and Millwork per Novocastria Construction Revised Scope of Work dated 11/08/18 and plans.
12. Gutters and downspouts per Novocastria Construction Revised Scope of Work dated 11/08/18.
13. Caulking and sealants per Novocastria Construction Revised Scope of Work dated 11/08/18.
14. Doors, Frames and Hardware as follows:
 - Repair existing exterior doors
 - Replace (2) ext. doors/hardware at circular turret adjacent to portico
 - Replace (1) ext. door/hardware at access to basement
 - Replace (1) int. door/hardware at ADA restroom
 - Exterior doors to be hollow metal, 18ga, galvanized, polystyrene core, primed
 - Interior door to be wood, single rotary-cut natural birch, 5-ply, PC, custom finish
 - (4) sets of finish hardware to be Hager hinges, trim, weather-stripping, thresholds, LCN closer and Schlage lock/latch sets
 - (2) temporary folding gates
15. Includes window repairs and renovations based on the use of CWM Technologies as the subcontractor.
16. Includes an allowance to provide work for Item #14 dealing with the window AC unit.
17. Plaster per Novocastria Construction Revised Scope of Work dated 11/08/18 and plans.
18. Flooring per Novocastria Construction Revised Scope of Work dated 11/08/18 and includes underlayment and waterproofing at bathroom floor
19. Painting per Novocastria Construction Revised Scope of Work dated 11/08/18. This also includes painting the exposed sprinkler pipe at the Portico. No painting of interior face of existing windows included.
20. Wall Covering includes furnishing and installing wall covering at the ADA restroom only and an allowance of 10 man-days to patch existing wall covering.
21. Specialties include only toilet accessories at the new ADA restroom. No signage or Fire Extinguishers included.
22. Handicap Lift includes Symmetry VPC UL42 wheelchair lift in ivory or gray, as well as state permits and inspections.
23. Fire Protection per Novocastria Construction Revised Scope of Work dated 11/08/18.
24. Plumbing as follows:
 - Dis-connect and safe off (1) sink location on the 1st floor
 - Furnish and install one (1) floor mounted tank type water closet and one (1) pedestal lavatory (allowance of \$2,000 total used for fixtures)
 - One 40-gallon electric water heater
 - Dis-connect and safe off all toilet rooms on upper floors
 - Pick up domestic and fire water line from 5' outside building, connect to existing domestic system and provide a stub up for the sprinkler contractor to begin his work.
 - Pick up sanitary line at 5' outside building and connect to existing system in building
 - All excavation and backfill for this work
 - Permits and inspections
 - Engineering included.

- No new backflow preventer
25. HVAC as required without the ability to use the existing in-wall duct work Includes the following:
- This pricing follows the intent of the HVAC notes on Drawing A-2
 - Replace four (4) attic cooling-only systems with new heat pumps with supplemental electric heat. We will remove the old units, provide new transitions from existing ductwork to new fan coils and reconnect existing piping.
 - Provide a variable refrigerant flow (VRF) heat pump system consisting of (5) 5 ton Fan Coils and (1) 3 ton Fan Coil, (1) 24 ton modular condensing unit and associated refrigerant piping and control wiring.
 - Vertical Fan Coils will be set in the tower, basement and 2nd floor where shown. Condensing units will be set on the roof.
 - Tower and 2nd floor systems are provided with all new ductwork and wall/floor grilles. Basement systems will receive new insulated ductwork terminated at floor registers.
 - Central touch-screen controller with (6) local thermostats to control the VRF system.
 - Four (4) wall mounted thermostats to control the attic heat pumps
 - Certified air balance
 - System check, test and start-up
 - Engineering
 - Permits and inspections
26. Electrical per Novocastria Construction Revised Scope of Work dated 11/08/18 and with the following:
- Pricing reflects furnishing and installing a vault for the PECO-furnished transformer.
 - 100 LF of trenching, conduit and wire for electrical service to Mattison Estate.
 - 100 LF of trenching and conduit for tele/data.
 - New MDP in basement
 - \$10,000 allowance to repair existing, wiring, fixtures, and circuits.
 - No new fixtures.
 - Engineering included.
 - Permits and inspections included.
27. Includes new fire alarm connections to existing system.
28. No tele/data, audio/visual, security, or any other low voltage work.
29. Includes costs for the Building Permit
30. Includes costs for a Performance and Payment Bond

End of Clarifications

Exhibit F

Improvements located on the Castle Parcel

Exhibit G
Cost Estimate

UPPER DUBLIN TOWNSHIP

DEVELOPMENT: MATTISON
 ESCROW AGENT: UPPER DUBLIN
 TOWNSHIP: CASTLE ONLY - Lindewold Residential Associates
 OWNER/DEVELOPER:

TOTAL ESCROW AMOUNT: \$206,115.00
 PERIOD: SET-UP
 ESCROW RELEASE NO:
 PROJECT # UD 15.011
 AMOUNT THIS RELEASE: \$0.00

ITEM NO.	DESCRIPTION	ORIGINAL AMOUNT			AMOUNT THIS REQUEST		COMPLETED TO DATE		REMAINING TO DATE	
		QUANTITY	UNIT PRICE	TOTAL	TOTAL UNIT	TOTAL \$	TOTAL UNIT	TOTAL \$	TOTAL UNIT	TOTAL \$
1	E&S CONTROLS	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
2	EARTHWORK	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
3	<RESERVED>	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
4	ASBESTOS REMOVAL	1	\$36,500.00	\$36,500.00	0%	\$0.00	0%	\$0.00	100%	\$36,500.00
5	BUILDING DEMO	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
6	UNDERGROUND BASIN	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
7	WATER SYSTEM - Stone Only	1	\$17,175.00	\$17,175.00	0%	\$0.00	0%	\$0.00	100%	\$17,175.00
8	SANITARY SYSTEM - Stone Only	1	\$15,135.00	\$15,135.00	0%	\$0.00	0%	\$0.00	100%	\$15,135.00
9	SIDEWALK	1	\$14,566.00	\$14,566.00	0%	\$0.00	0%	\$0.00	100%	\$14,566.00
10	CURBING	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
11	RETAINING WALLS	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
12	ROADWORK/PAVING	1	\$38,022.00	\$38,022.00	0%	\$0.00	0%	\$0.00	100%	\$38,022.00
13	OFF-SITE IMPROVEMENTS	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
14	DAM/STREAM	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
15	FENCE AT LAKE	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
16	BLASTING	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
17	LIGHTING	1	\$18,740.00	\$18,740.00	0%	\$0.00	0%	\$0.00	100%	\$18,740.00
18	LANDSCAPING	1	\$41,977.00	\$41,977.00	0%	\$0.00	0%	\$0.00	100%	\$41,977.00
19	HISTORIC	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
20	WALKING PATH	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
21	AS-BUILT PLANS	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
22	ENTRANCE MONUMENT	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
23	<RESERVED>	1		\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
				\$182,115.00		\$0.00		\$0.00		\$182,115.00
24	ENGINEERING & INSP.	1 LS	\$12,000.00	\$12,000.00	0%	\$0.00	0	\$0.00	100%	\$12,000.00
25	CONTINGENCIES	1 LS	\$12,000.00	\$12,000.00	0%	\$0.00	0	\$0.00	100%	\$12,000.00
TOTALS:				\$206,115.00		\$0.00		\$0.00		\$206,115.00

SUMMARY:		CONSTRUCTION ONLY:		ENGINEERING & CONTINGENCIES:	
TOTAL ESCROW	\$206,115.00	TOTAL ESCROW	\$182,115.00	TOTAL ESCROW	\$24,000.00
AMOUNT RELEASED THIS PERIOD	\$0.00	AMOUNT RELEASED THIS PERIOD	\$0.00	AMOUNT RELEASED THIS PERIOD	\$0.00
TOTAL RELEASED TO DATE	\$0.00	TOTAL RELEASED TO DATE	\$0.00	TOTAL RELEASED TO DATE	\$0.00
AMOUNT REMAINING	\$206,115.00	AMOUNT REMAINING	\$182,115.00	AMOUNT REMAINING	\$24,000.00

IN PROVIDING THIS INFORMATION AS TO THE STATUS OF CONSTRUCTION, UPPER DUBLIN TOWNSHIP MAKES NO REPRESENTATION (EXCEPT WHERE EXPRESSLY STATED HEREIN TO THE CONTRARY) AS TO THE FINAL QUALITY OF THE CONSTRUCTION TO DATE; ITS ABILITY TO PASS FINAL CONFORMANCE WITH APPLICABLE PLANS, SPECIFICATIONS OR MUNICIPAL REQUIREMENTS; ITS ABILITY TO PASS FINAL APPLICABLE TEST REQUIREMENTS, OR THE COST OR DEGREE OF FUTURE WORK, WHICH WILL BE REQUIRED TO COMPLETE THE WORK TO CONFORM WITH FINAL APPLICABLE REQUIREMENTS. UPPER DUBLIN TOWNSHIP EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR CLAIMS OR DAMAGES ARISING FROM ANY CONSTRUCTION DEFICIENCIES HEREAFTER DISCOVERED.

TOWNSHIP ENGINEER