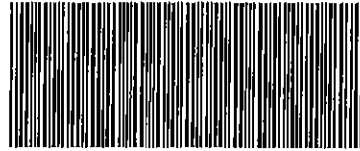




DEED BK 6123 PG 01645 to 01679.2
 INSTRUMENT # : 2019005703
 RECORDED DATE: 01/28/2019 10:07:34 AM



4703620-0017N

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 37

Document Type: Easement
Document Date: 01/15/2019
Reference Info:

Transaction #: 4893022 - 14 Doc
 (s)
Document Page Count: 34
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 #: 54-00-02290-00-5
Address: 701 BETHLEHEM PIKE

 PA
Municipality: Upper Dublin Township
 (100%)
School District: Upper Dublin

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$0.00

FEES / TAXES:

Recording Fee:Easement	\$86.75
Additional Pages Fee	\$60.00
Affidavit Fee	\$1.50
Affordable Housing Pages	\$60.00
Misc Fee	\$1.00
Total:	\$209.25

DEED BK 6123 PG 01645 to 01679.2
 Recorded Date: 01/28/2019 10:07:34 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

Revia 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL

18

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.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-02290-00-5 UPPER DUBLIN
701 BETHLEHEM PIKE

PART OF

SISTERS OF THE HOLY FAMILY OF NAZARETH \$15.00
B 026 U 019 L 1 5978 DATE: 01/28/2019 JW

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

Tax Parcel No.: 54-00-02290-00-5 (PART OF)

24
30

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION FAÇADE EASEMENT FOR
BETHLEHEM PIKE GATEHOUSE PRESERVATION EASEMENT

RECEIVED IN THIS CONDITION

**THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION FACADE EASEMENT**

for

**Bethlehem Pike Gatehouse
Upper Dublin Township, Montgomery County, Pennsylvania**

This Deed of Preservation Easement (the "Easement") is made this 15th day of Jan 2019, ^{effective} this 25th day of January, 2019, by **BETHLEHEM GATEHOUSE LLC**, a Pennsylvania limited liability company (the "Grantor"), and **THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**, a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania (the "Grantee").

Background

A. Grantor has legal and equitable fee simple title to the parcel of land and improvements known as Bethlehem Pike Gatehouse, Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania, tax parcel No. _____, more particularly described and depicted in Exhibit A attached hereto and made a part hereof (the "Property").

B. The "Property" was determined a contributing resource as part of the larger parcel known as 'St. Mary's Villa' and eligible for listing on the National Register of Historic Places by the United States Department of Interior, in a letter dated November 7, 2014.

C. The Gatehouse on Bethlehem Pike is considered a contributing resource on the site dating to the Mattison era period of significance.

D. The "Property" consists of a single family residence. This building, including all facades of the building, windows and doors, and any improvements, the entirety of the visible roofs and chimneys of the building and any improvements, (collectively, the "Building") contributes to the historic aspects of Upper Dublin Township, Montgomery County. Grantee and the Township of Upper Dublin ("Township") considers the Building to represent a valuable example of a historic architectural style worthy of preservation and benefiting the adjacent properties.

E. Grantee is a qualified conservation organization having as its primary purpose the preservation of historic sites and structures and the conservation of historic and significant open space. Grantee is authorized to acquire and accept interests in historic sites and structures and historic and significant open space including easements.

F. Grantee is a conservation organization qualified under applicable law as an eligible donee for, *inter alia*, the donation of easements for the preservation of historically important structures.

G. The donation of the Easement to Grantee will further Grantee 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.

H. Grantor and Grantee understand that Grantee has been or will be the recipient of preservation easements and open space easements in addition to the easement contained in this Easement on other properties in Pennsylvania and New Jersey.

I. The grant of this Easement will impose restrictions on the development and maintenance of the Building in perpetuity (unless indicated otherwise below) and will impose on Grantor and subsequent owners certain continuing maintenance obligations affecting the Building. The grant of the Easement will give Grantee and 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 Initial Restoration Program and the Minimum Maintenance Program set forth in Exhibit B I 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. 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.

e. Grantor acknowledges that the setting in which the Building is located, including the scale, design, massing and materials of existing and new buildings or development on the site, affects the historic value of the Building and that Grantee's interest in an appropriate setting is as direct, substantial and immediate as Grantor's interest. The Grantor authorizes Grantee to protect Grantee's interest, through advocacy or litigation, in any federal, state or local board, commission, council, court or agency for appropriate preservation of existing buildings or features and/or for appropriate new development in the nearby area.

f. Grantor shall permit Grantee to display on the Building, at its discretion, a small marker or sign evidencing its ownership of the Easement granted herein. The location, size, design and material of any such marker or sign shall be mutually acceptable to Grantor and Grantee.

g. Grantor shall pay all real estate taxes, keep the Property insured at all times, and pay within (30) days any notice or assessment which could become a lien against the Property. Grantor shall provide the Grantee with copies of any notice of an obligation or claim that could become a lien against the Property. Upon request of the 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- Section I, entitled Initial Restoration, indicates the required work, necessary to be done on the Building (the "Initial Restoration"). Owner shall cause the Initial Restoration work to be completed on the Building within two years of Grantor acquiring title of the property.

b. Exhibit B-Section I and certain photographs, plans and specifications, attached hereto as Exhibit C, shall constitute the aesthetic, architectural, and historic condition in

which the appearance of the Building is to be maintained and preserved after completion of the work required pursuant to Paragraph 3.a. above.

c. Except as otherwise provided in this Easement, such photographs, plans and specifications set forth and described in Exhibit C, as supplemented by Exhibit B- Section I, shall constitute conclusive evidence of the appearance of the Building and elements on the Building which are not to be materially affected or altered pursuant to Paragraph 2.a. above and are to be maintained pursuant to Paragraphs 2.b., 2.c., and 3.b. above.

d. Exhibit B Section III 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.

Grantee shall have all remedies available to it at law or equity including, without limitation, the right to commence legal proceedings to seek specific performance of the terms of this Easement, to enjoin any breach of this Easement by temporary and/or permanent injunction, and/or to require the restoration of the Building to the condition required by this Easement. In the event that the Grantee commences such legal or equitable proceedings, the Grantor shall reimburse Grantee for all reasonable, actual costs incurred, including attorney's and expert witness fees in enforcing the provisions of this Easement unless it is determined that the Grantee's assertion that the Grantor was in breach of this Easement was substantially without merit. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. Assignment, Successors and Assigns.

a. The terms of this Easement shall constitute a covenant running with the Building for the benefit of Grantee, its successors and assigns and shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, or having any interest therein derived through Grantor. The word "Grantor" when used herein shall include all such persons whether or not such persons have signed this instrument or had any interest in the Building at the time it was signed.

b. Grantor shall promptly notify Grantee in writing of a transfer of all or a portion of the Building, but in no event later than thirty (30) days from the date of such transfer.

c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services. Grantee may, however, assign or transfer its interest hereunder to any agency of the Commonwealth of Pennsylvania or the United States of America whose purpose includes, *inter alia*, the preservation of historically important structures and land areas; or to one or more organizations whose purpose includes, *inter alia*, the preservation of historically important structures and land areas, provided such organization has the ability to properly enforce this Easement and, further provided, that such organization is operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Code). In the event of any assignment or transfer of Grantee's interest, Grantee will require the recipient of its interest to enforce this Easement. Subject to the foregoing provisions of this Paragraph 6, the terms and conditions of this Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

7. Reservation.

a. Grantor reserves the free right and privilege to the use of the Building for all purposes consistent with the grant. Nothing herein shall be construed to grant to the general public or any other persons, other than Grantee and its agents, the right to enter upon the Building, pursuant to Paragraph 2.d. above, for the purposes set forth herein.

b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any applicable ordinance, code or law relating to building materials, construction methods or use. In the event of any conflict between any such law and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications to the Building consistent with sound preservation practices and consistent with the requirement of such law. In cases where hazardous conditions require immediate remedies, Grantor may proceed without prior Grantee approval but shall make every reasonable effort to notify Grantee and to comply with any Grantee suggestions of ways to make remedial actions compatible with the historic appearance of the Building.

8. Acceptance.

Grantee hereby accepts the right and interest granted to it in this Easement. Grantee shall administer this Easement for the conservation and preservation of the Building and to further Grantee's purposes of fostering the conservation of the region's heritage of historically significant sites and structures with aesthetic, architectural, environmental, historic, scenic and/or open space values.

9. Grantor's Insurance.

Grantor shall maintain, at Grantor's own cost, insurance against loss and damage to the property and Building, written at replacement cost value and with a replacement cost endorsement, and comprehensive general liability insurance, including contractual liability, to cover Grantor's obligations under the indemnity provisions of this Easement, against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least thirty (30) days prior to the expiration date of each such policy. All insurance policies required by this section will be primary with respect to any insurance maintained by Grantee.

10. Release and Indemnification.

Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents, and employees, and shall defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claim, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of by reason of (a) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein; or (b) any act or omission of Grantor; or (c) any loss of life, personal injury and or damages to property occurring in or around the Building except to the extent caused by the gross negligence or willful misconduct of the Grantee or its agents.

11. Estoppel Certificate.

Grantee shall at any time and from time to time, within thirty (30) days after Grantor's written request, execute, acknowledge and deliver to Grantor a written instrument stating that Grantor is in compliance with terms and conditions of this Easement, or if Grantor is not in compliance with this Easement, stating what violations of this Easement exist. If this Easement is extinguished, Grantor and Grantee shall execute and acknowledge a written instrument to that effect that Grantor will cause to be recorded.

12. Condemnation

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 prior to effecting any change in use of the Building. Grantor shall be entitled to any use as permitted by the Township Ordinances. Grantor shall secure from the Township any required use and occupancy permit for the altered use. If Grantor should elect to subdivide the Building or submit the Building to a condominium regime, such shall not alter the provisions of this easement in regard to the physical appearance of the Building or the preservation provisions regarding the Building. Grantee's permission shall not be needed for a change of use, but any physical alteration to the Building in connection with a change of use must be approved by Grantee pursuant to Section 2.a. hereof. In the event multiple parties shall have an ownership interest in the Building, each such party shall be jointly and severally responsible to fulfill Grantor's obligations hereunder.

15. Archeological Excavation.

No archeological investigation or excavation, professional or amateur may be undertaken at the Building without the prior written approval of the Pennsylvania Historical and Museum Commission and Grantee.

16. Prohibition Against The Storage, Disposal or Handling of Waste.

Grantor shall not permit or suffer the use, storage, placement, dumping or disposal of chemicals, solid or liquid waste or hazardous material on the site. This prohibition shall not preclude: (a) the use of chemical fertilizers and nutrients necessary or appropriate for the protection and promotion of the vegetation (including any gardens) on the site, pesticides and poisons normally used on a large urban commercial or residential property for the control of rodents or insects, provided such use and storage of such chemicals is permitted by law and regulation; and (b) the composting of biodegradable garden and household waste generated on the site.

17. Certification of Grantee's Status.

By executing this Easement, Grantor and Grantee certify, under penalty of perjury, that the Grantee is a qualified organization (as defined in Paragraph (3) of §170(h) of the Internal Revenue Code) and has a primary purpose of historic preservation and open space preservation and has the resources to manage and enforce the restrictions created by the Easement and has a commitment to do so.

18. Notices.

For all notices other than those pursuant to Paragraph 6.b., notices or other communications hereunder shall be in writing and shall be deemed to have been given:

a. if hand delivered or sent by express mail or reputable overnight delivery service or by courier, postage prepaid, then, if and when delivered to the respective parties at the below listed addresses (or at such other address as the party may hereafter designate for itself upon ten (10) days prior notice to the other party as required hereby), or

b. if mailed, then on the next business day following the date on which such communication is deposited in the U.S. mail, by first-class registered or certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself upon ten (10) days prior notice to the other party as requested hereby):

c. if electronically, via e-mail with either a return receipt provided by recipients e-mail server or by e-mailed or mailed acknowledgment of receipt by recipient.

If to Grantor:

Lindenwold Residential Associates, LLC
Post Office Box 845
Bensalem, Pennsylvania 19020
Attn: Leonard Poncia
lponcia@gmail.com

with a copy to:

Richard P. McBride, Esquire
5 Apollo Road
Plymouth Meeting, PA 19562-2390
rpm@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. 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.

If the Governing Authority consists of the Township and/or the Alliance, 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).

21. Governing Law; Jurisdiction.

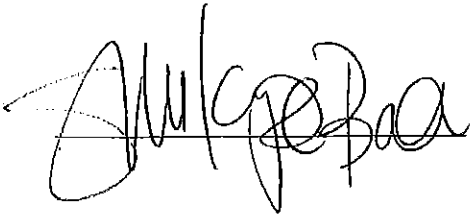
(a) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, provided that all historic determinations shall be made in accordance with the standards of the United States Secretary of the Interior.

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

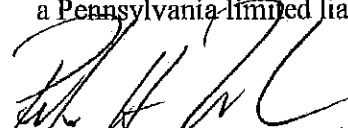
IN WITNESS WHEREOF, the parties hereto have executed this Easement the day and year first above set forth.

GRANTOR:

Bethlehem Gatehouse LLC,
a Pennsylvania limited liability company

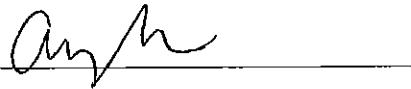


By:


Sole Member Peter H. Monaghan

GRANTEE:

The Preservation Alliance For Greater Philadelphia,
a Pennsylvania not-for-profit corporation




By:


Paul R. Steinke, Executive Director

I CERTIFY THAT THE ADDRESS OF ABOVE-NAMED GRANTEE IS:

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
1608 Walnut Street, Suite 1702
Philadelphia, Pennsylvania, 19103
215-546-1146


Paul R. Steinke
Executive Director

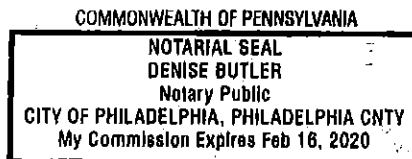
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the 15th 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

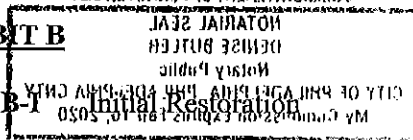


LIST OF EXHIBITS
for
DEED OF PRESERVATION FACADE EASEMENT
from
GRANTOR
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
For
Bethlehem Pike Gatehouse
Upper Dublin Township, Montgomery County, Pennsylvania

EXHIBIT A

Legal Description of the Property

EXHIBIT B



B-II Optional Future Restoration

B-III Permitted Future Alterations

B-IV Minimum Maintenance Program

EXHIBIT C

Existing Conditions

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY & Subdivision Plan
for a
preservation easement
for the
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA



CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

th ANNIVERSARY

New Britain Corporate Center
1600 Manor Drive, Suite 210
Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

April 17, 2010
02-140456-02

METES AND BOUNDS DESCRIPTION
PROPOSED PARCEL 3
PART OF UNIT 19, BLOCK 26
APN 54-00-02290-005
LANDS NOW OR FORMERLY
SISTERS OF THE HOLY FAMILY OF NAZARETH
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT THE SOUTHWESTERLY MOST CORNER OF PROPOSED PARCEL 3, SAID POINT BEING THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE INTERSECTION OF THE DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNIT 10 BLOCK 26G AT THE EASTERLY RIGHT-OF-WAY LINE OF BETHLEHEM PIKE (A.K.A. S.R. 2018, A.K.A. L.R. 153, 60 FOOT WIDE RIGHT-OF-WAY):

- A. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNITS 10, 9, 8, 7 AND 6, BLOCK 26G, NORTH 75 DEGREES - 23 MINUTES - 30 SECONDS EAST, A DISTANCE OF 637.79 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BETHLEHEM PIKE, THENCE;
- B. ALONG A LINE THROUGH UNIT 19, BLOCK 26, NORTH 05 DEGREES - 06 MINUTES - 46 SECONDS WEST, A DISTANCE OF 330.67 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH UNIT 19, BLOCK 26:

1. NORTH 05 DEGREES - 06 MINUTES - 46 SECONDS WEST, A DISTANCE OF 290.50 FEET TO A POINT OF CURVATURE, THENCE;
2. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 39 DEGREES - 22 MINUTES - 02 SECONDS, AN ARC LENGTH OF 19.93 FEET, A CHORD BEARING NORTH 65 DEGREES - 17 MINUTES - 45 SECONDS EAST AND A CHORD DISTANCE OF 19.54 FEET TO A POINT, THENCE;
3. NORTH 84 DEGREES - 58 MINUTES - 46 SECONDS EAST, A DISTANCE OF 96.44 FEET TO A POINT, THENCE;

THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PROPOSED PARCEL 3 AND PROPOSED PARCEL 2:

4. SOUTH 05 DEGREES - 06 MINUTES - 04 SECONDS EAST, A DISTANCE OF 112.36 FEET TO A POINT, THENCE;
5. NORTH 84 DEGREES - 53 MINUTES - 14 SECONDS EAST, A DISTANCE OF 100.65 FEET TO A POINT, THENCE;

Corporate Headquarters 36 Technology Drive, Warren, NJ 07060 Tel: 908.848.0099 Fax: 908.888.8505

Professional Land Surveying, Geospatial and Consulting Services



CONTROL POINT ASSOCIATES, INC.
traditional methods • modern approaches

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 Page 2

6. SOUTH 05 DEGREES - 06 MINUTES - 46 SECONDS EAST, A DISTANCE OF 156.47 FEET TO A POINT, THENCE;
7. SOUTH 84 DEGREES - 53 MINUTES - 14 SECONDS WEST, A DISTANCE OF 172.48 FEET TO A POINT, THENCE;
8. SOUTH 05 DEGREES - 06 MINUTES - 46 SECONDS EAST, A DISTANCE OF 28.06 FEET TO A POINT, THENCE;
9. SOUTH 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. PC131158.02 SHEET 1 OF 2.

CONTROL POINT ASSOCIATES, INC.

James C. Weld
 JAMES C. WELD, PLS 04/17/2018
 DATE
 COMMONWEALTH OF PENNSYLVANIA
 PROFESSIONAL LAND SURVEYOR SU075250

EXHIBIT A
Subdivision Plan
for a preservation easement for the
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

EXHIBIT B
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION FAÇADE EASEMENT
For
Bethlehem Pike Gatehouse
Upper Dublin Township, Montgomery County, Pennsylvania

I. INITIAL RESTORATION

All work shall be in accordance with drawings and specifications which shall be submitted to and approved by Grantee prior to the start of work. Owner shall cause the following work to be completed on the Property within two years of signing the easement document.

- A. Scrape, prime and paint all areas of failing paint on window sills.
- B. Remove all vegetation and bio growth from the building
- C. Ensure structural stabilization for the roof. In the event that it is determined that the roof should be replaced, such replacement shall be made with appropriate materials such as but not limited to, asphalt, fiberglass, or faux slate shingles, so long as the red color is retained.
- D. Clean masonry in all areas of staining.

II. OPTIONAL FUTURE RESTORATION

Optional Future Restoration is the making of changes to the existing Property to return the Property back to its original or historic condition. These changes are permitted, but are not required. All work shall be in accordance with drawings and specifications which shall be submitted to and approved by Grantee prior to the start of work. In order to facilitate timely review and approval, Grantor shall submit conceptual and design proposals prior to the start of any construction drawings and specifications.

- A. Grantor may restore missing original building elements if such restoration work is based on photographic, physical, or other documentary evidence
- B. Grantor may restore the existing non-original asphalt roof with original red tile roof.
- C. Grantor may remove signage related to previous use of the Property by St. Mary's.
- D. Grantor may remove existing metal fence.

- E. Grantor may remove antennae located on roof at the rear east elevation.

III. PERMITTED FUTURE ALTERATIONS

Permitted Future Alterations are changes which are permitted but which do not bring the Property back to their original or historic conditions. Grantor is permitted, but not required, to make certain alterations to the Property as set forth below, provided that such alterations comply with the following criteria for compatibility and visibility. All work shall be in accordance with drawings and specifications which shall be submitted to and approved by Grantee and by the Township prior to the start of work.

Alterations shall comply with *The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (ISBN 0-16-048061-2; 1995), especially "Guidelines for Rehabilitating Historic Buildings" pp. 61 to 164.

- A. **Signs.** Grantor may place new signs or plaques at the street (ground) level facades for the following purposes:

- a. to comply with Fire Department or other applicable laws
- b. to commemorate the Easement or other historic designations of the Building
- c. to advertise the Property for sale or rental on a temporary basis
- d. for any purpose required by any lender of Grantor

For all of the above, the signs, awnings, or plaques shall be of a size, material, design, location, and method of attachment which is compatible with, and minimizes the visual impact on, the architecture of the Property. Signs and plaques shall comply with all applicable laws.

To the extent possible, signs and plaques shall be secured in a manner that does no irreversible damage to the building, e.g., anchors for signs shall be inserted into mortar joints and not into the face of stone.

- B. **Roofing** – Grantor shall be allowed to replace roof with any modern materials including, but not limited to, asphalt, fiberglass, or faux slate shingles, so long as the red color is retained.

- C. **Windows and Doors** - Grantor shall attempt to retain the existing original windows. If it is determined that windows must be replaced a wood or non-vinyl material is acceptable and windows shall be in the Queen Anne style and may have simulated divided lites. Non-acceptable types of divided lites include muntins between the glass or only on the interior. Window sash and frames shall be painted or installed with a non-white finish.

Replacement doors may be wood or fiberglass and shall match the original

doors with a panel and glass pattern. Acceptable replacement configurations shall attempt to match original.

D. Addition A new addition is permitted on the rear of the building. The new addition may be up to two-stories high, with an eave line no higher than that of the original building and a ridge line no higher than that of the original building. The roof may be flat or pitched. Design of an addition is allowed to include removal of the existing one-story "shed" addition.

The overall massing is to be compatible with the existing building, and the addition must be shorter in both length and width than the original. The walls may be stone, masonry, stucco, or painted siding compatible in detailing with the original building. Vinyl siding and dryvit is specifically not permitted.

Windows are to be "punched opening" with true or simulated divided lites and compatible with the original building; vinyl is specifically not permitted. Doors may be wood or fiberglass in a paneled and glass configuration compatible with the original building.

All additions are to be in full compliance with all Township Codes and approvals granted by the Township, but acceptance under the Code does not necessarily equate to acceptability under this Easement.

E. Deck, Patio & Accessory Buildings. The Grantor is permitted to construct a patio or deck at the rear of the building subject to full compliance with all Township Codes and approval granted by the Township. Size and massing shall be compatible with the original building and addition.

The Grantor is permitted to construct a detached accessory building such as a garage or service shed subject to full compliance with all Township Codes and approvals granted by the Township. Building to be single story, and no larger than size of a two-car garage. The walls may be stone, masonry, stucco, or painted siding compatible in detailing with the original building. Vinyl siding and dryvit is specifically not permitted. Roof dormers are permitted.

F. Other Items. Grantor may install an exterior air conditioning condenser unit provided it is installed in a visibly non-obtrusive location and is located so as not to cause moisture damage to the masonry walls.

Grantor may install handrails at the existing stairs.

IV. MINIMUM MAINTENANCE PROGRAM

It is the Owner's responsibility to maintain the Property, to comply with all applicable codes and ordinances, and to provide for the protection of life and property. To the extent that Grantee's interest is involved, Grantor shall adhere to a maintenance schedule with respect to the Property

at least as stringent as that set forth below. Grantor shall keep reasonable records with respect to inspection and replacement and shall make such records available to Grantee upon written notice from Grantee. The visual inspection noted below may be performed by the Owner and does not require the hiring of a third party inspector.

A. EXTERIOR

1. MASONRY, INCLUDING BRICK AND STONE

VISUAL INSPECTION SCHEDULE: Once a year, Spring or Fall, after rainstorm
OPERATION:

- a. Check for moist areas, cracks, crumbling material, loose pieces, missing mortar, and efflorescence (white discoloration).
- b. Check where moisture is entering masonry and repair any leaks in roofing, flashing, or joints between masonry and other materials.
- c. If significant cracks, surface spalling, or material deterioration is found, review condition of masonry with a registered architect, materials conservator, or restoration contractor experienced in evaluating masonry. Grantor shall cause work to be performed in accordance with consultant's recommendations approved by Grantee prior to start of work, and in accordance with the terms of this Deed.
- d. Masonry joints with loose or crumbling mortar are to be repointed using mortar which matches original in color, texture, constituent composition, and workmanship. Mortar shall not be harder than surrounding masonry or original mortar.
- e. Repointing work shall be performed only in accordance with a proposal submitted to and approved by Grantee prior to start of work. Joints shall maintain original width and be tooled to substantially match original finish.
- f. Masonry shall not be cleaned except in accordance with a proposal submitted to and approved by Grantee prior to start of work. Cleaning shall be done with materials and techniques which will not damage the masonry. Sandblasting, wire brushes, grinders, sanding discs, or other abrasive methods shall not be used, nor shall any harsh chemical which weakens the masonry be applied. Materials and techniques shall be selected based on results of test patches.
- g. Snow removal materials which might damage masonry, e.g. salt, shall not be used, including areas adjacent to walls.

- h. Grantor shall use best efforts to patch masonry work, where needed, to substantially match the original in color and texture.

2. METALS: E.G., RAILS, FLASHING, GUTTERS

VISUAL INSPECTION SCHEDULE: Once a year, late Spring or early Fall, and after sustained winds higher than 60 m.p.h.

OPERATION:

- a. Check for cracks, warps, distortions or weak areas, loose or damaged seams, loose attachments, rust, holes, wear or deteriorated finishes.
- b. Replace damaged or missing sections to match existing sections using appropriate methods for specific metals. Repair leaks and weak areas.
- c. Reattach loosened metals to masonry, wood, or other substrate.
- d. Remove iron rust using materials and methods which will not accelerate pitting and corrosion of the metal. Where applicable, prime and paint according to Exhibit B.IV.A.6. below.

3. RAINWATER CONDUCTION SYSTEMS: GUTTERS, DRAINS, SCUPPERS, PARAPET AND OTHER FLASHINGS

INSPECTION SCHEDULE: Once a year, Spring, Fall or Winter

OPERATION:

- a. Test for leaks or blocked sections of rainwater conduction systems.
- b. Clean system of any blockages and repair leaks. Remove leaves and other debris in Spring and after leaf fall.
- c. Check for any loose or missing gutters, including internal sections, downspouts or other system components. Reattach or replace as necessary.
- d. Any replacement sections shall match existing or be of a design, material, and installation similar to the historic era and architecture of the Building.

4. CAULKING COMPOUND

VISUAL INSPECTION SCHEDULE: Once a year, Spring or Fall

REPLACEMENT SCHEDULE: As required when materials fail

OPERATION:

- a. Check caulking for brittle, cracked or missing pieces.
- b. Remove any damaged area, clean, prime or seal according to manufacturer's specifications, provide backer rods and bond-breaker tape as required, replace caulk. Sealant shall be factory mixed color to substantially match adjacent construction or shall be paintable.

5. WOODWORK: E.G., DOORS, WINDOWS, CORNICES

VISUAL INSPECTION SCHEDULE: Once a year, Spring or Fall
OPERATION:

- a. Check for moisture damage, warping, splitting and unsound joints. Check window putty for cracks or missing sections.
- b. If wood is decayed, determine source of moisture, stop leaks, and replace decayed wood to match original material. Repair unsound or loosened joints. Replace missing wooden elements to match original in dimension, species, finish and workmanship.
- c. Paint and other finish coatings shall be in accordance with Exhibit B.IV.A.6. below.

6. PAINT

VISUAL INSPECTION SCHEDULE: Once a year

REPLACEMENT SCHEDULE: Every 5 to 10 years when materials fail

OPERATION:

- a. Check for worn or bare spots, blistering, peeling, and mildew.
- b. Check where moisture is entering and stop leaks.
- c. Treat mildew with fungicide.
- d. Prepare surface by splitting blisters, scraping peeling areas, removing rust and sanding rough spots. Deteriorated paint finishes shall not be removed using sandblasting, open-flame burning methods, or rotary mechanical tools. If removal of existing paint down to bare wood or metal surfaces is proposed, submit proposal indicating methods and materials to, and for approval by, Grantee.
- e. Prime and paint (two finish coats) with products compatible with the surface material and according to manufacturer's specifications.
- f. For ferrous metals, scrape and wirebrush deteriorated paint and rust from metal. Repaint.

7. GLASS

VISUAL INSPECTION SCHEDULE: Once a year
OPERATION:

- a. Check for cracked, broken or missing panes of glass.
- b. Where cracked glass is loose, replace. Replacement for art glass shall substantially match original. Replacement glass for other clear glass shall approximate original.

8. WALKWAYS, DRIVEWAYS, PATIOS

INSPECTION SCHEDULE: Annual
OPERATION:

- a. Check materials for cracks, loose elements, loose mortar joints, moist or bulging areas. Repair as necessary.
- b. Rebuild any unstable sections of walkways, walls, driveways or patios with particular attention to tripping or other safety hazards.
- c. Unclog any drains through walls or in impervious surface areas, or catch basins.
- d. Remove debris, trash and dead leaves from walks, stairs, driveways, or patios once a month.

B. STRUCTURAL CHECKPOINTS

INSPECTION SCHEDULE: Once a year
OPERATION:

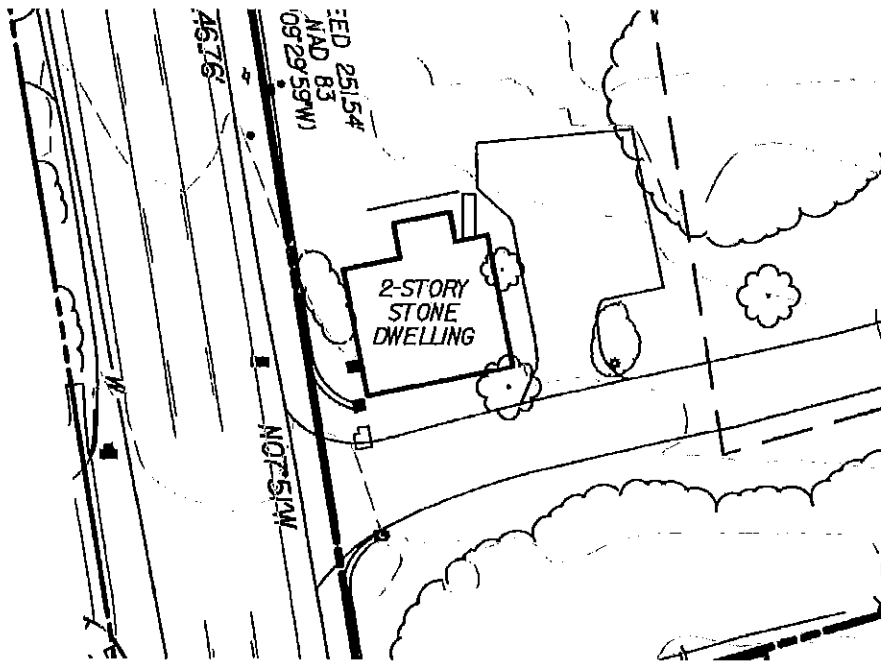
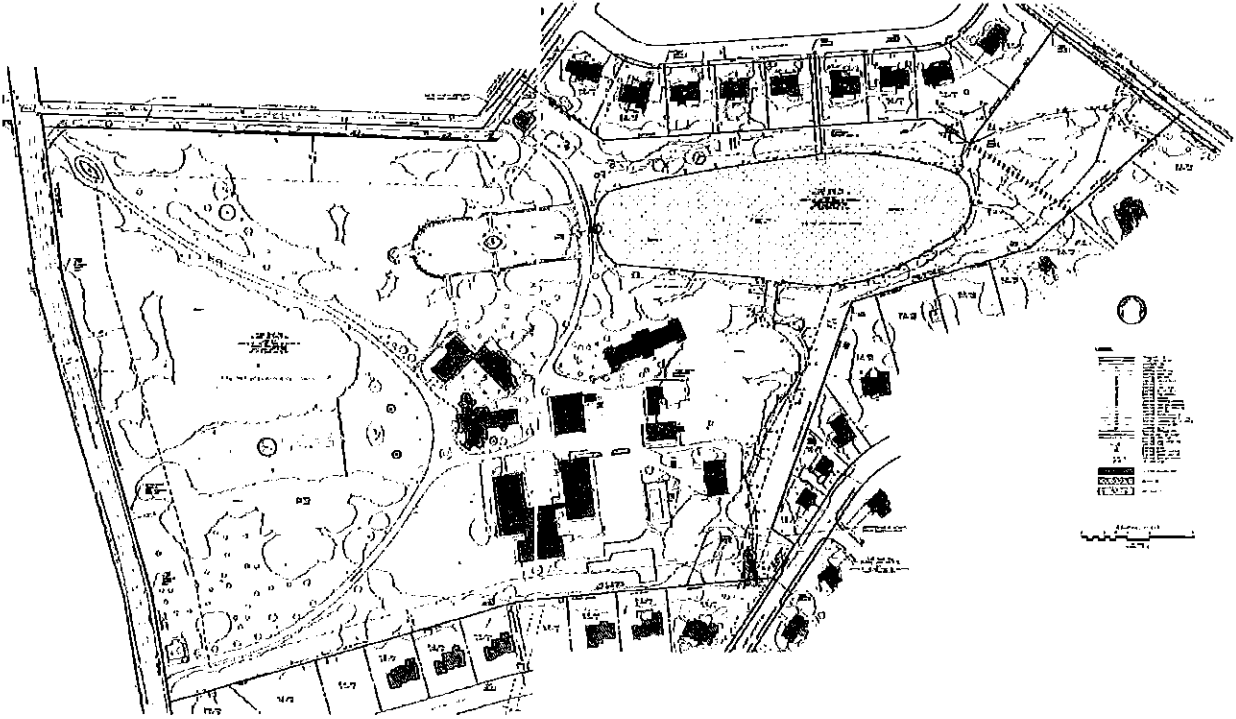
1. Check exposed exterior and interior surfaces of walls and foundations, with particular attention to areas of stairways, floor and wall openings, and changes in wall masonry material. Check for cracks, collapsing, leaning or bulging areas or other signs of uneven settlement, movement or structural deterioration.
2. Check interior wall surfaces with particular attention to joints between side and front and rear walls, joints between floors and end walls, and joints between partitions and ceilings. Check for cracks, crumbled plaster, gaps, or other signs of movement.
3. If deteriorated structural members, significant cracks or other signs of movement are observed, review structural condition of Building with a qualified engineer or restoration contractor in order to ensure adequate safety standards and precautions. For remedial action which will affect the exterior appearance of the Building, Grantor shall submit a proposal for

Grantee review and approval prior to start of work. In cases where hazardous conditions require immediate remedies, Grantor may proceed without prior Grantee approval but shall make every reasonable effort to notify Grantee and to undertake remedial actions compatible with the historic appearance of the Building.

4. Inspect Building annually for termites and other wood-damaging insects. Note evidence of insect activity: small holes in the wood, small piles of sawdust, clay tubes on pieces of wood, or actual insects. Inspection should be undertaken by a professional exterminator. Treat as necessary.

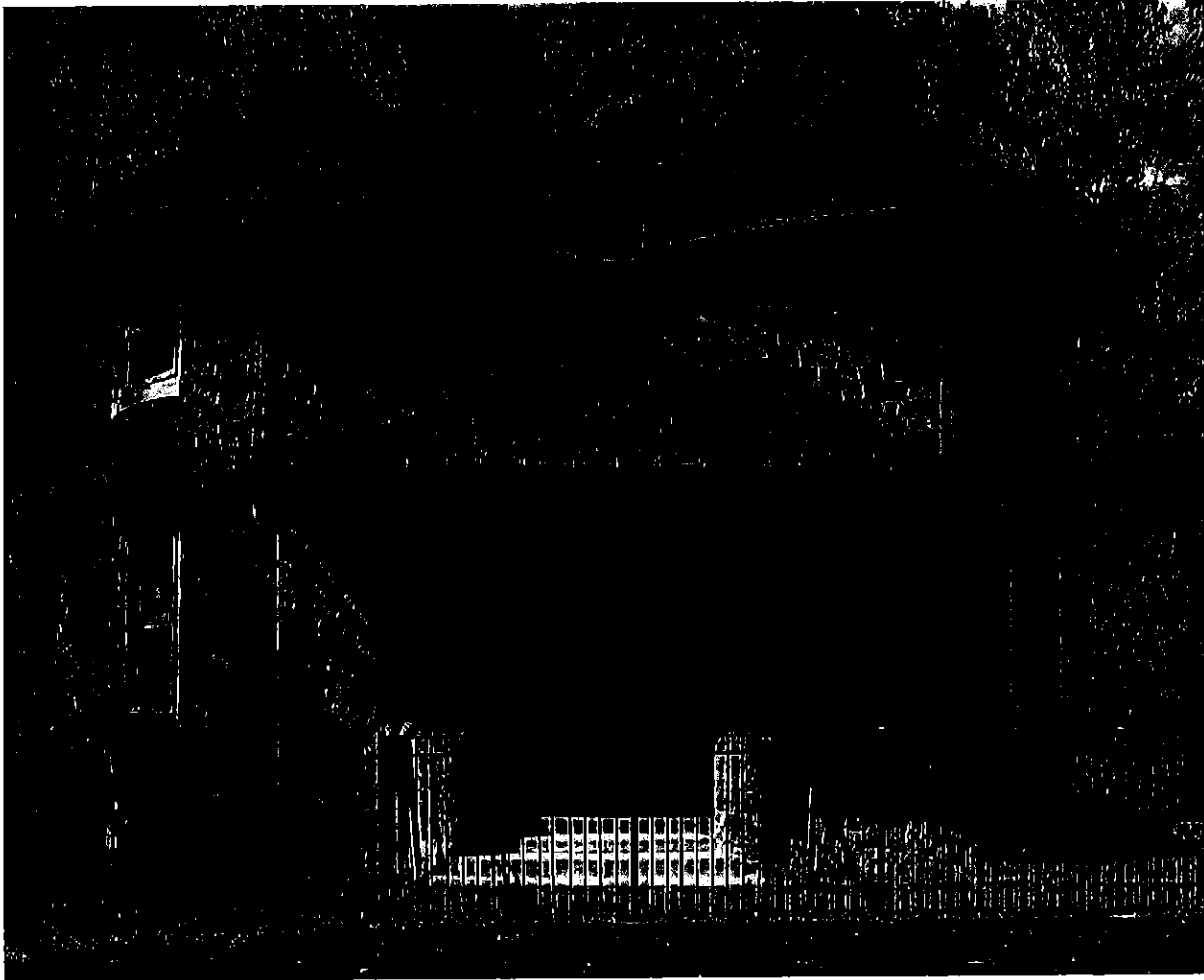
5. Inspect Building for signs of cracking, differential movement and/or differential settlement at the areas where the different sections of the buildings are joined together.

Exhibit C-1
Preservation Easement: Mattison Estate Bethlehem Pike Gatehouse
Existing Conditions August 2017



Plot Plan: The Bethlehem Pike Gatehouse stands at the southwest corner of the 45-acre former Mattison Estate at 701 S. Bethlehem Pike in Ambler PA, adjacent to the estate's southernmost Bethlehem Pike entrance. The gatehouse was constructed circa 1912. It occupies a 0.2-acre parcel subdivided from the original estate.

Exhibit C-2
Preservation Easement: Mattison Estate Bethlehem Pike Gatehouse
Existing Conditions August 2017



South Elevation: The Bethlehem Pike Gatehouse is a two-story rubble-coursed sandstone dwelling designed in a rustic Queen Anne or Richardsonian Romanesque style. Its primary elevation faces south onto a driveway perpendicular to Bethlehem Pike, which stands immediately to the structure's west. The south elevation is symmetrically designed, with two round corner turrets framing a central arched entryway. Each turret is capped by a conical roof with exposed purlins, with a shallow one-story porch between the two turrets capped by a hipped roof carried on a pair of brackets. A small shed dormer lights the attic between the two turret crowns. All are clad in stained wood shingles.

Exhibit C-3
Preservation Easement: Mattison Estate Bethlehem Pike Gatehouse
Existing Conditions August 2017



South Elevation Details:

(Left) The main entrance is a single-leaf one-light paneled wood door with a rectangular transom.
(Right) Each corner turret is lit by a double-hung Queen Anne-style window at the first and second stories; the upper-floor windows are shorter. All windows feature wood sills and jack-arched stone lintels. Windows typically have exterior aluminum storm windows.

Exhibit C-4
Preservation Easement: Mattison Estate Bethlehem Pike Gatehouse
Existing Conditions August 2017



West Elevation:

The west elevation faces Bethlehem Pike behind a low stone perimeter wall. A bracketed, projecting hipped gable roof is centered above two bays of informally-placed double-hung Queen Anne-style windows with wood sills and jack-arched stone lintels.

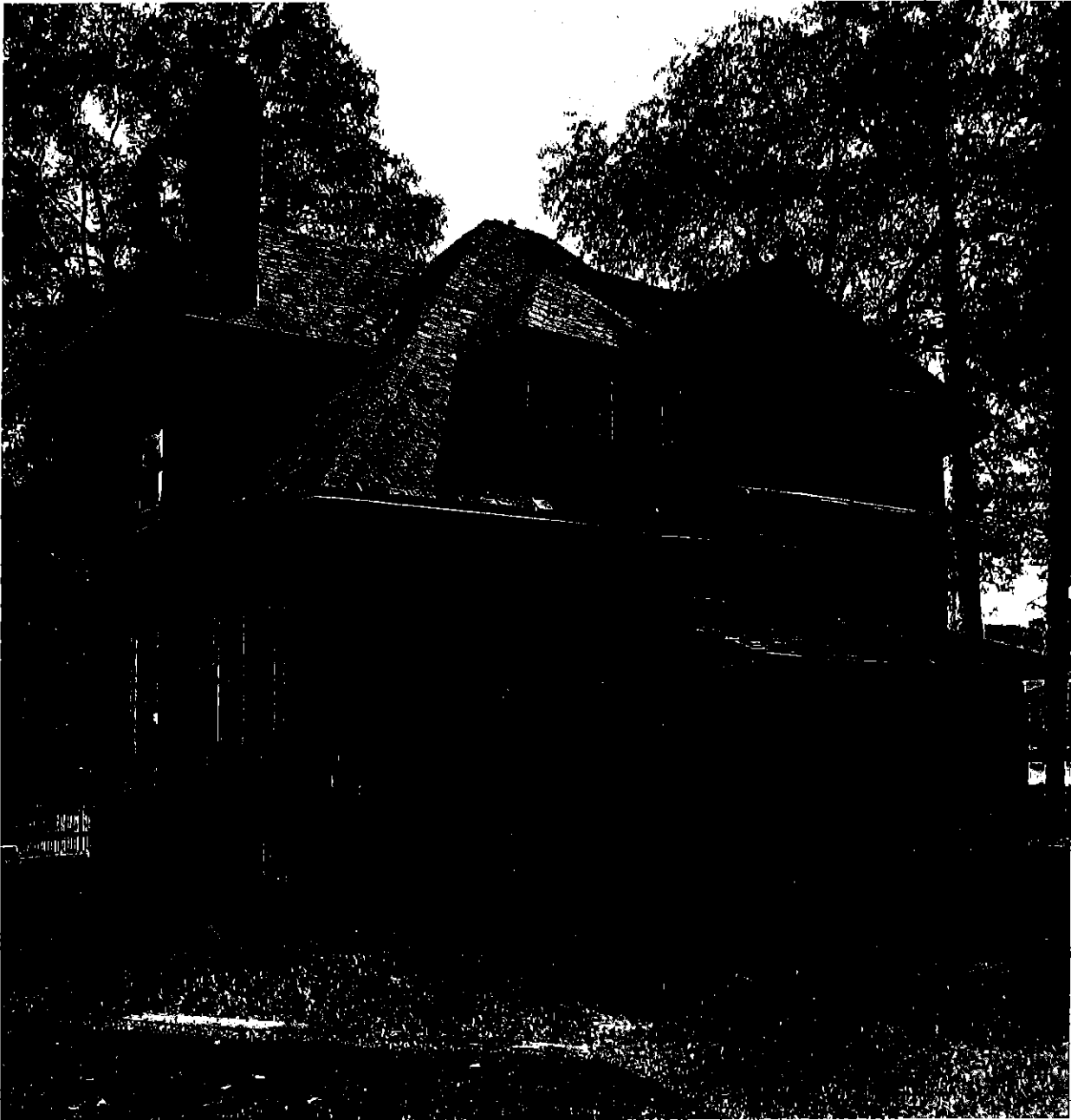
Exhibit C-5
Preservation Easement: Mattison Estate Bethlehem Pike Gatehouse
Existing Conditions August 2017



North Elevation:

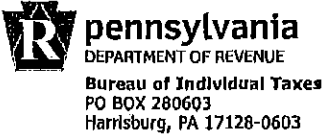
The rear north elevation combines a one-and one-half-story hipped gable with an engaged two-story northwest corner turret. A shed-roofed rear ell is not original. The hipped gable features a hipped dormer with paired divided-light windows. A rear entryway is currently boarded.

Exhibit C-6
Preservation Easement: Mattison Estate Bethlehem Pike Gatehouse
Existing Conditions August 2017



East and North Elevations:

A projecting, bracketed and hipped cross-gable covers the two-story, one-bay front portion of the east elevation; two additional windows light the one-story rear ell.



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	0123
Page Number	1645
Date Recorded	1-28-19

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Peter H. Monaghan		Telephone Number: (610) 838-5800	
Mailing Address 1015 Cedar Road, PO Box 3395	City Ambler	State PA	ZIP Code 19002

B. TRANSFER DATA

Date of Acceptance of Document 01/15/2019			
Grantor(s)/Lessor(s) Bethlehem Gatehouse, LLC	Telephone Number: (610) 838-5800	Grantee(s)/Lessee(s) Preserv. Alliance for Greater Philidel.	Telephone Number: (215) 546-1146
Mailing Address U.S.A., Inc. 1015 Cedar Road, PO Box 3395		Mailing Address 1608 Walnut Street, Suite 1702	
City Ambler	State PA	ZIP Code 19002	
		City Philadelphia	State PA
			ZIP Code 19103

C. REAL ESTATE LOCATION

Street Address 701 Bethlehem Pike		City, Township, Borough Ambler Upper Dublin	
County Montgomery	School District Upper Dublin School District	Tax Parcel Number 54 000 2290 005 part of	

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N

1. Actual Cash Consideration 300 0.00	2. Other Consideration +0.00	3. Total Consideration = 300 0.00
4. County Assessed Value 25,468.34 NOT ASSESSED	5. Common Level Ratio Factor x 1.96	6. Computed Value = 49,917.84 NOT ASSESSED

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 49,917.84 100%	1b. Percentage of Grantor's Interest In Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 0% %
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2. Check Appropriate Box Below for Exemption Claimed.

- Will or Intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) Grant of easement

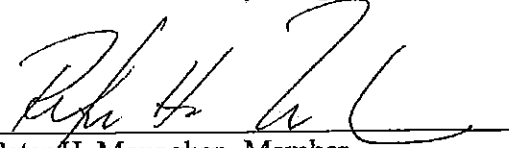
Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <u>See Attached</u>	Date 1/23/19
--	-----------------


FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

Under penalties of law, the undersigned declares that it has examined the foregoing Realty Transfer Tax Statement of Value, including accompanying information, and to the best of its knowledge and belief, it is true, correct and complete.

BETHLEHEM GATEHOUSE, LLC, a
Pennsylvania limited liability company

By: 
Peter H. Monaghan, Member

SWORN TO AND SUBSCRIBED before me this 23 day of January, 2019.


Notarial Officer

