



DEED BK 6123 PG 01566 to 01644.2
 INSTRUMENT # : 2019005702
 RECORDED DATE: 01/28/2019 10:07:33 AM



4703615-0018S

RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
 Swede and Alry Streets ~ Sulte 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 81

Document Type: Easement
Document Date: 01/16/2019
Reference Info:

Transaction #: 4893022 - 14 Doc (s)
Document Page Count: 78
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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: 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	\$148.00
Affidavit Fee	\$1.50
Affordable Housing Pages	\$148.00
Misc Fee	\$1.00
Total:	\$385.25

DEED BK 6123 PG 01566 to 01644.2
 Recorded Date: 01/28/2019 10:07:33 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

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

n

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~~

4N
78

REGISTERED NEW

11/28/19
\$15,000
\$w

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

THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA

DEED OF PRESERVATION EASEMENT FOR THE

CASTLE AT MATTISON ESTATE/ST. MARY'S VILLA

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

For

THE CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA

This Deed of Preservation Easement (the "Easement") is made this 16th day of January 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").

made effective as of January 25th, 2019

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@rpmcbridelaw.com

If to Grantee:

Preservation Alliance for Greater Philadelphia
1608 Walnut Street, Suite 1702
Philadelphia, PA 19103
Attention: Paul R. Steinke, Executive Director

with a copy to:

Lawrence J. Arem, Esquire
Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
Larem@Klehr.com

Paul Leonard
Township Manager
Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034

Gilbert High, Esquire
Upper Dublin Township Solicitor
High Swartz LLP
40 E. Airy Street, P.O. Box 671
Norristown, PA 19404-0671

In the event notice is required to be given to one or more of the mortgagees who consented and subordinated to this Easement, notice shall be given in the form required and at the address indicated on any mortgagee consent.

19. Counterparts; Entire Agreement.

This document may be executed in one or more counterparts which when taken together shall be deemed to be the original. This Easement, including the Exhibits, reflect the entire agreement between Grantor and Grantee and any prior or simultaneous correspondence, understandings, agreements, and representations are null and void unless contained herein.

20. Third-Party Beneficiary.

Upper Dublin Township shall be deemed a third party beneficiary of this Easement. The third party beneficiary shall have the right, 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.

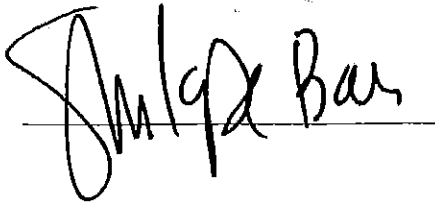
(b) Any lawsuits in connection with this Agreement shall be brought in the Montgomery County, Pennsylvania Court of Common Pleas.

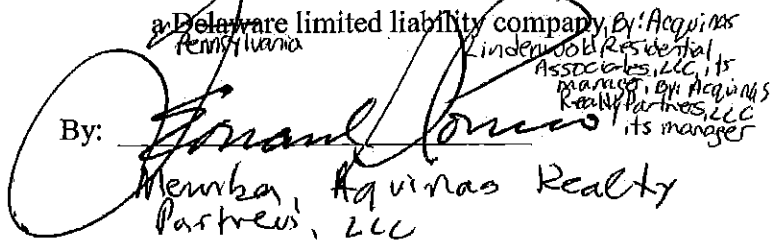
IN WITNESS WHEREOF, the parties hereto have executed this Easement the day and year first above set forth.

GRANTOR:

Lindenwold Residential Associates LLC

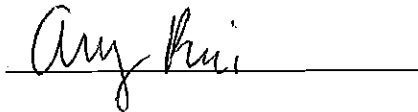
a Delaware limited liability company, By: Aquinas
Pennsylvania Lindenwold Residential



By: 
Member, Aquinas Realty
Partners, LLC
Associates, LLC, its
manager, By Aquinas
Realty Partners, LLC
its manager

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 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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DENISE BUTLER
Notary Public
CITY OF PHILADELPHIA, PHILADELPHIA CNTY
My Commission Expires Feb 16, 2020

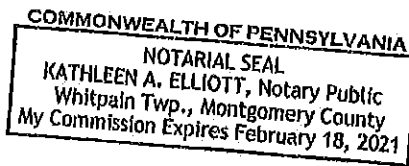
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF *Montgomery* : SS

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



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 *AMAZONIAN (S) 1001 1001 1001*
1001 1001 1001
1001 1001 1001
Initial Restoration
1001 1001 1001
1001 1001 1001

- 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



New Britain Corporate Center
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Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

April 17, 2018
02-J40456-02

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 26C 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 109.65 FEET TO A POINT, THENCE;

Corporate Headquarters 35 Technology Drive, Warren, NJ 07060 Tel: 908.668.0089 Fax: 908.668.0505

Professional Land Surveying, Geospatial and Consulting Services

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

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 ½" or greater. All head joints in coping stones with missing or damaged mortar will be pointed or appropriately sealed. Perform a one-time mortar analysis to determine the appropriate type and ratio of cement, lime, and aggregate for the mortar to be used during future repairs.

Windows, Doors and Metalwork (railings, grilles, etc.)

Where current paint is failing, all wood windows and painted wood doors shall be scraped, primed and repainted. Any loose or damaged window glazing and/or putty shall be removed and repaired/reglazed. Any failing sealant between the window or door frames and the masonry shall be repaired. Any areas of failing paint on metal work shall be scraped, applied with a rust primer and repainted. Any window sills or sashes allowing water to penetrate shall be repaired. If repair is not possible, sash shall be replaced in kind.

Downspouts, Drainage and Vegetation

Install downspout sections at all locations where missing. Remove vegetative growth which is attached to masonry; cut back any vegetation growing within one foot of masonry, windows, or doors. Remove larger shrubs and trees that block windows, and/or that are within one foot of the building.

CASTLE INTERIOR

General

Unless noted otherwise, the terms of the Deed of Easement on the interior of the Castle are limited to those rooms identified as "Protected Interiors" on the building plans provided in Exhibit C.

Abate hazardous materials, where necessary, in Protected Interiors and other locations as necessary to accommodate the proposed work.

Clear trash & debris from all accessible interior areas, whether or not the area is designated a Protected Interior.

Fire Protection

Install a fire protection system throughout the Castle in accordance with NFPA 13 or other standard acceptable to local code authorities and insurance carrier. This system may be installed exposed, so as to minimize the cutting and patching of finishes. The fire sprinkler system shall be routed in such a way to be sensitive to the Protected Interior fabric & detailing. The existing Fire Alarm system shall be upgraded as required to meet code requirements. Where run through habitable spaces, sprinkler piping shall be painted a color for minimal visual impact.

Mechanical System

The existing mechanical (HVAC) system for the Castle will be repaired and/or replaced so that it will be capable of providing heating and cooling as appropriate throughout the year. Temporary heating devices, such as salamanders or kerosene heaters, are not permitted, unless the heat source is provided from outside of the Castle and the conditioned air is ducted into the building. Any new roof top equipment shall be located so that it is not visible from within fifty feet of Castle.

EXHIBIT B.II
PERMITTED FUTURE RESTORATION & ALTERATIONS
for a
preservation easement
for the
CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

Optional Future Restoration & Permitted Future Alterations

Restoration is the making of changes to the existing Property to return the Property back to its original or historic condition. These changes are permitted, but are not required. Alterations are changes which are permitted but which do not bring the Property back to their original or historic conditions.

Grantor is permitted, but not required, to restore and to make certain alterations to the Property as set forth below. Notification to the Grantee of the intent to perform such work is required, with the understanding that approval of such work may not be unreasonably withheld and that such approval will not take more than 30 calendar days. Work not listed below also may be permitted with the approval of the Grantee 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.

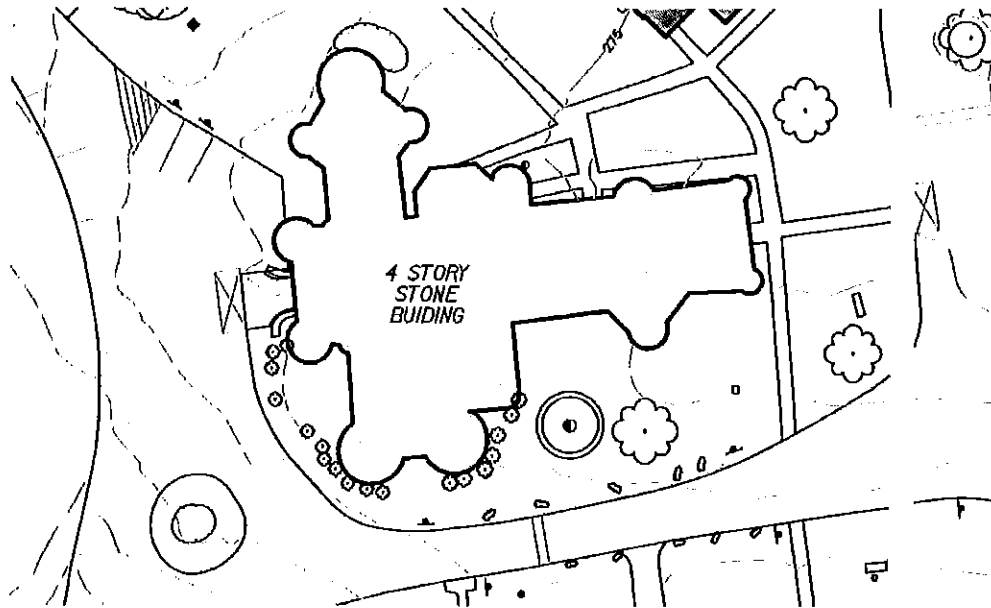
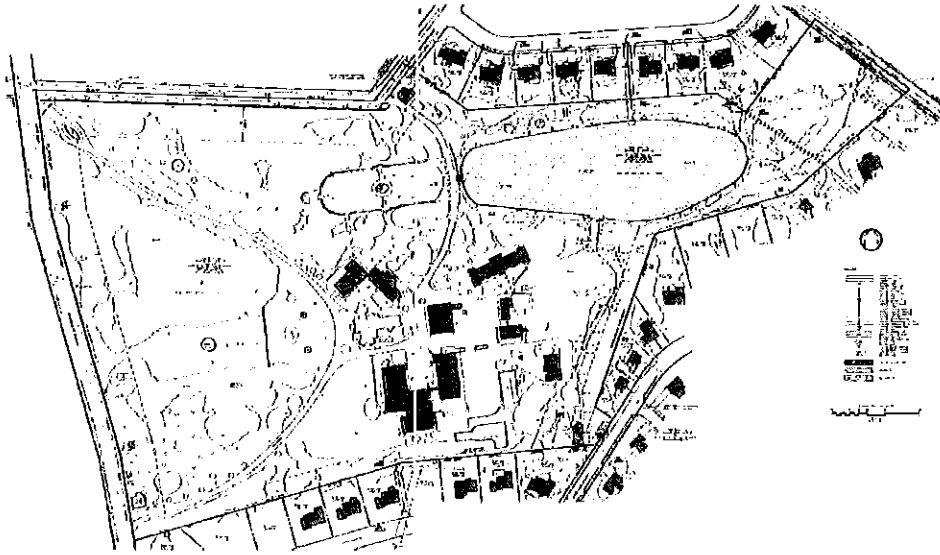
This Maintenance Program for the Protected Interiors encompasses those finishes and fixtures which date from the Mattison period. It is the intent of this Easement that the Protected Interiors be maintained in a manner to allow those spaces to convey their historic character. It is the intention of this 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
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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-lyng 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.

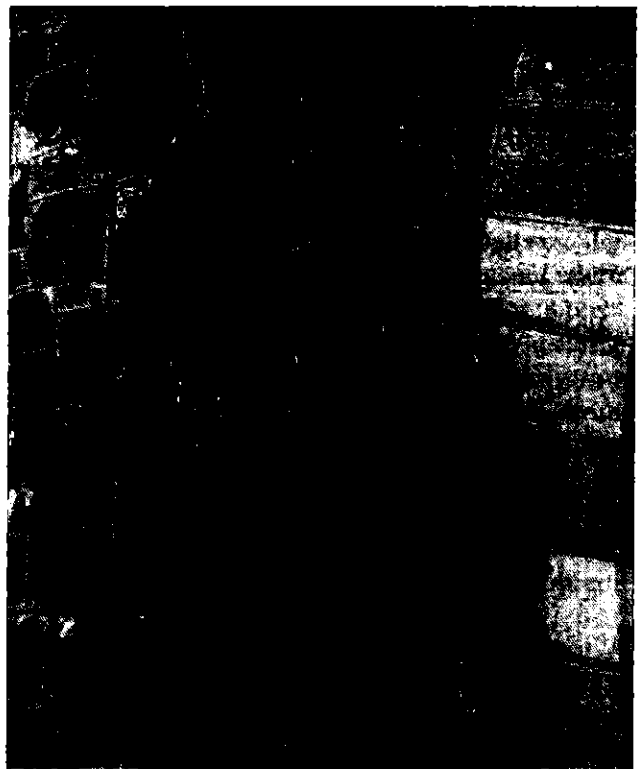
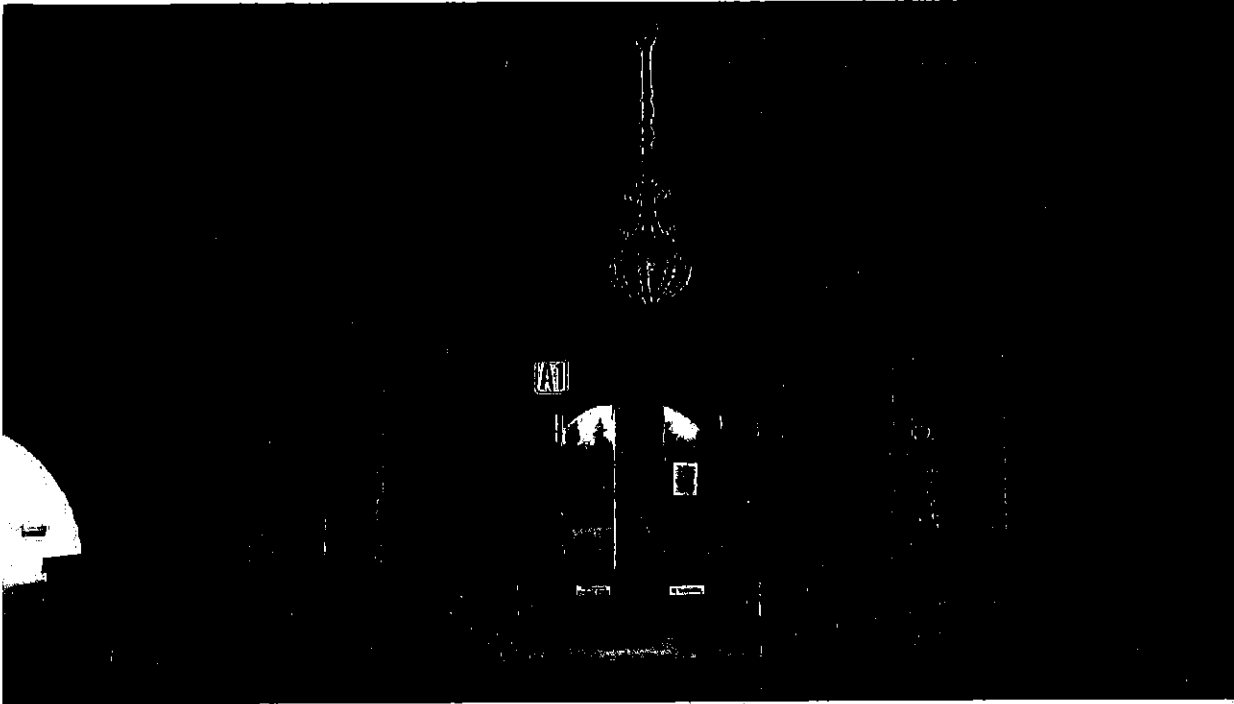


Exhibit C-4
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



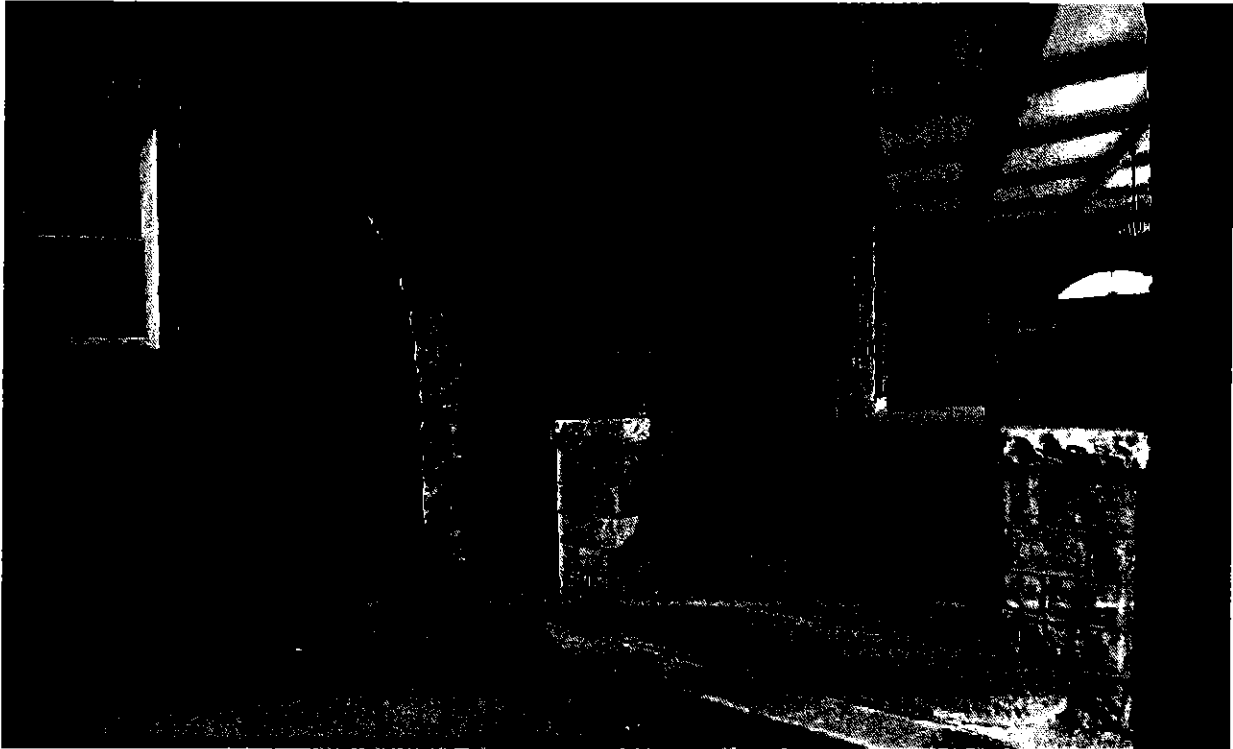
West Elevation Details:

(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.

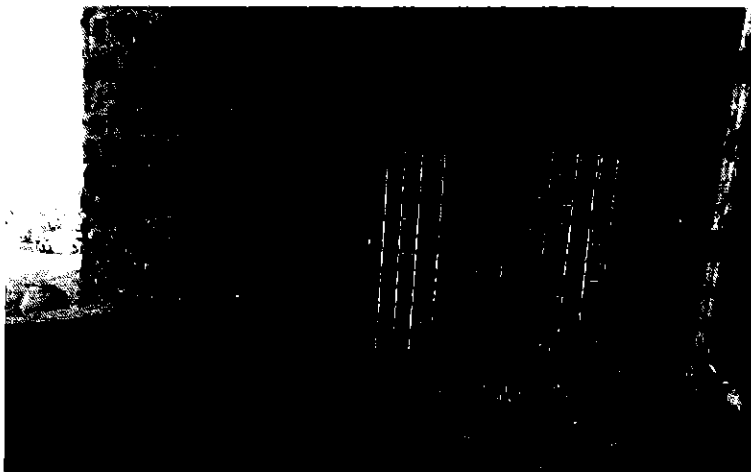
(Right): The doorway features original out-swinging wood and glass storm leaves.



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



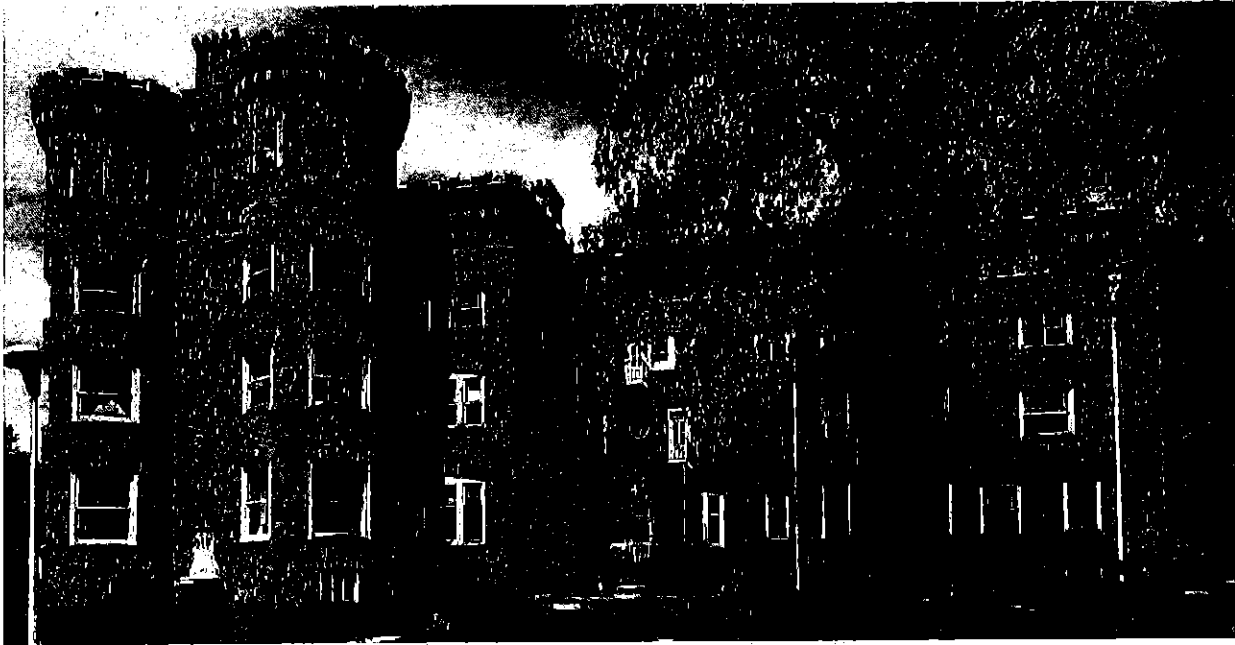
West Elevation Details: A second set of stone steps connects the porch to the *porte-cochere* to its south.



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
MATTISON ESTATE / ST. MARY'S VILLA
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South Elevation: Behind the primary west elevation, the building extends eastward in a series of rear wings arranged in a roughly T-shaped plan. The general massing, materials, cornice, and fenestration patterns of the main elevation are repeated on the sides and rear. Two corner turrets with raised crowns dominate the composition, which steps back and down to a long rear ell roughly at the mid-section of the building. The mortar joints of the rear ell are flat, giving the stonework a rougher appearance than the front portions of the structure.

(Right): A two-sided prow bay projects from the middle of the rear ell, featuring a slender blind turret at its corner. A metal fire escape is located where the ell meets the building's wider mid-section.



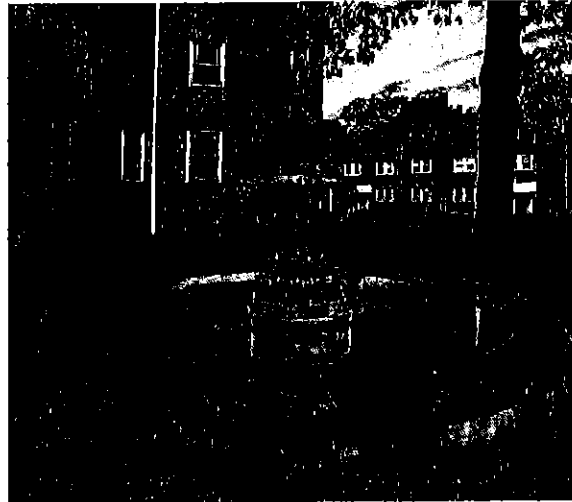
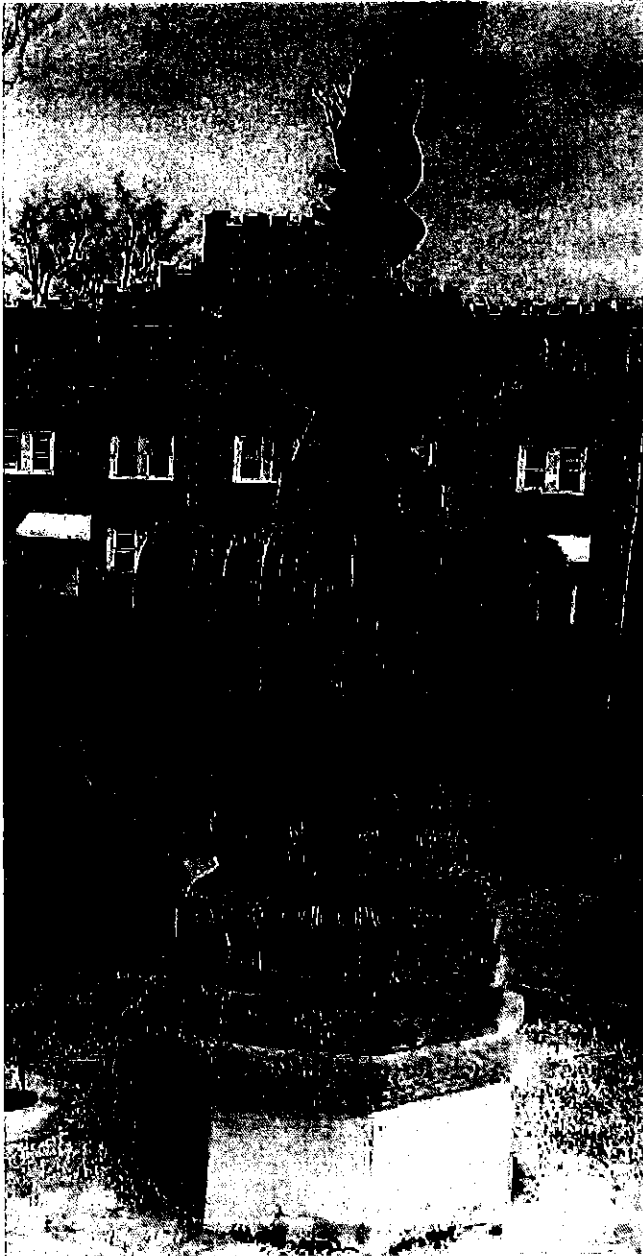
Exhibit C-7
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



South Elevation Details:

(Left): A marble fountain rests on an engaged base set between the two corner turrets of the forward-most wing.

Exhibit C-8
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
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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
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



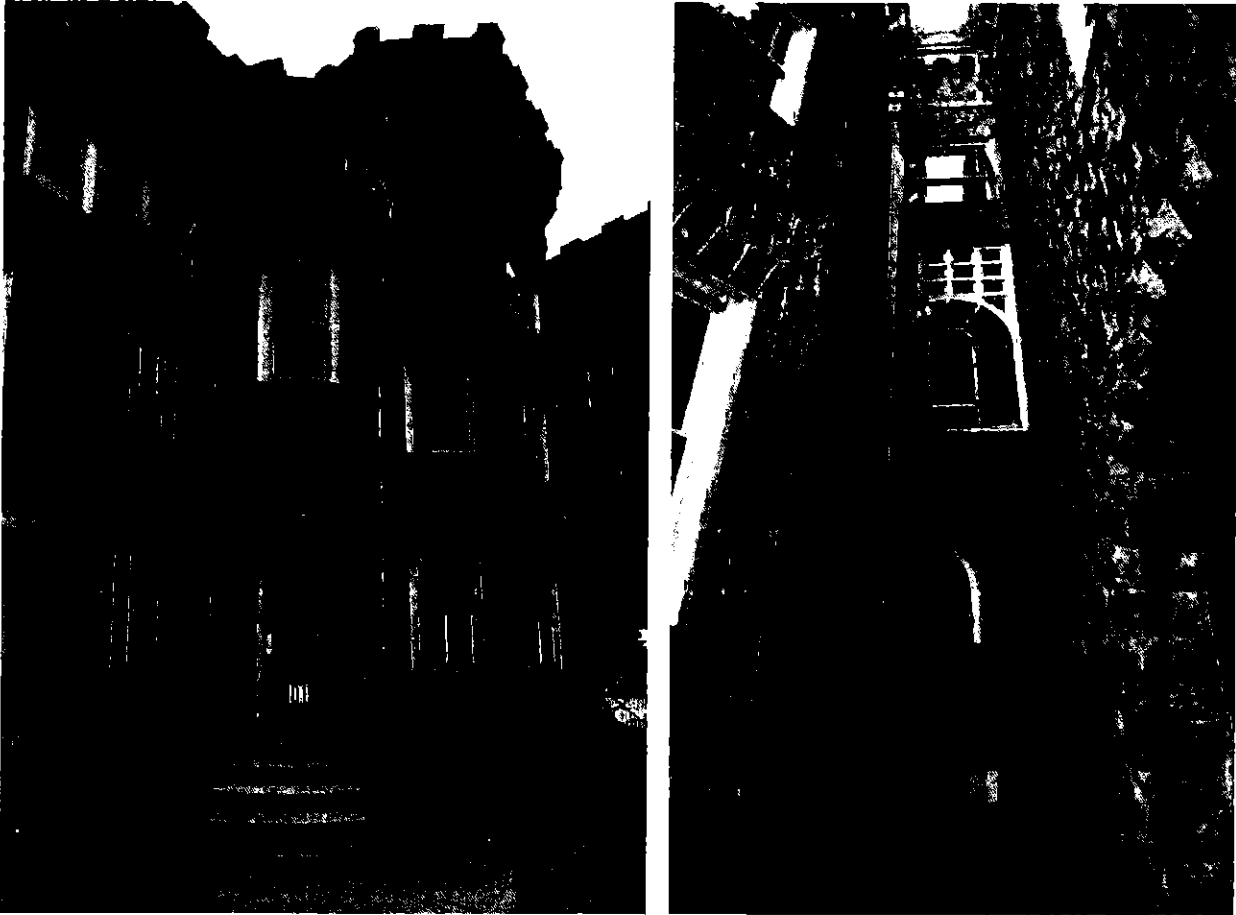
East Elevation: The building's three-story rear ell faces east with a two-bay elevation bracketed by slender blind corner turrets crowned by ornamental battlements. A single-leaf wood door is centered on the ground floor, accessed by a narrow stone stoop framed by thick sidewalls.

Exhibit C-10
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
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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

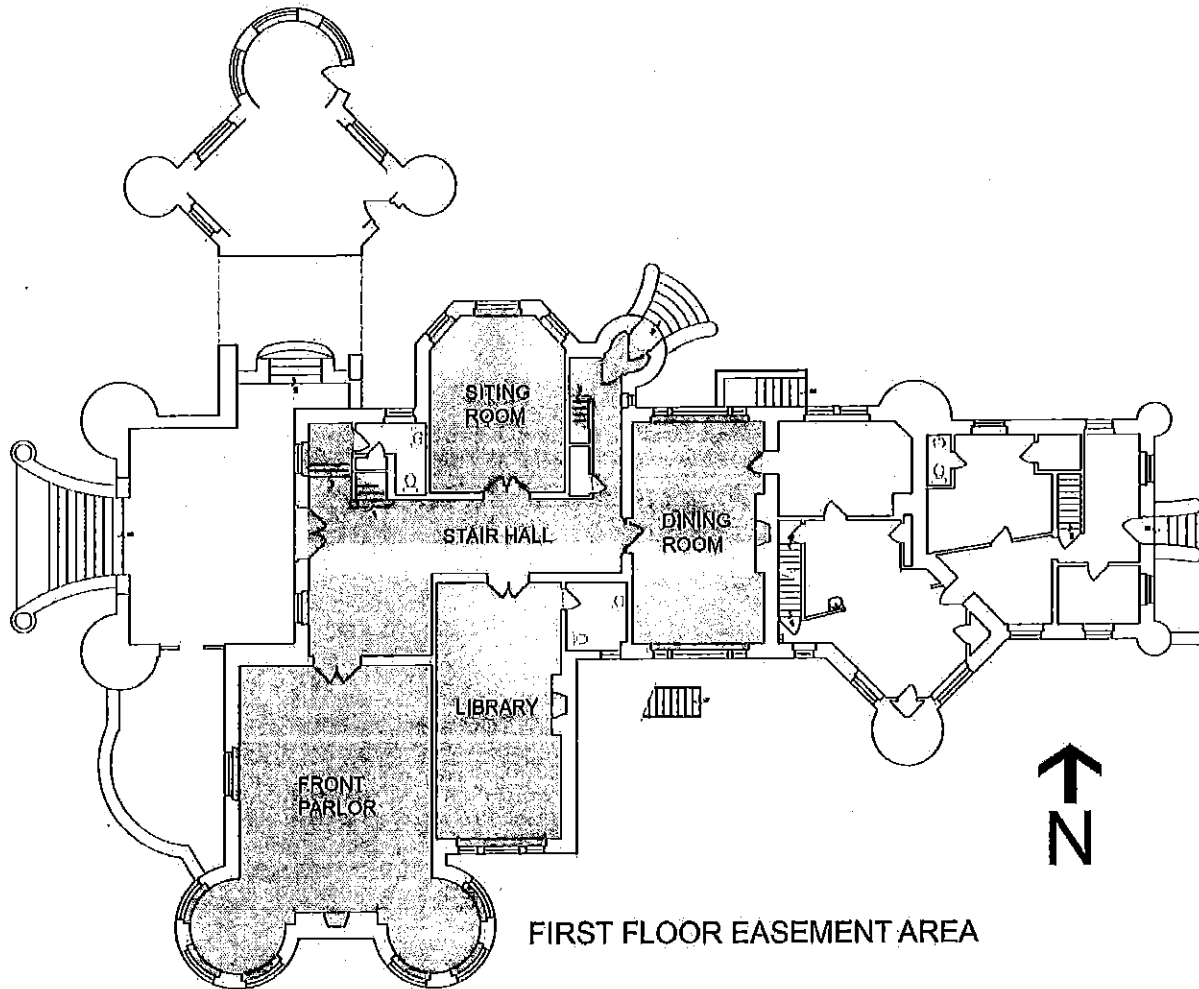


North Elevation Details:

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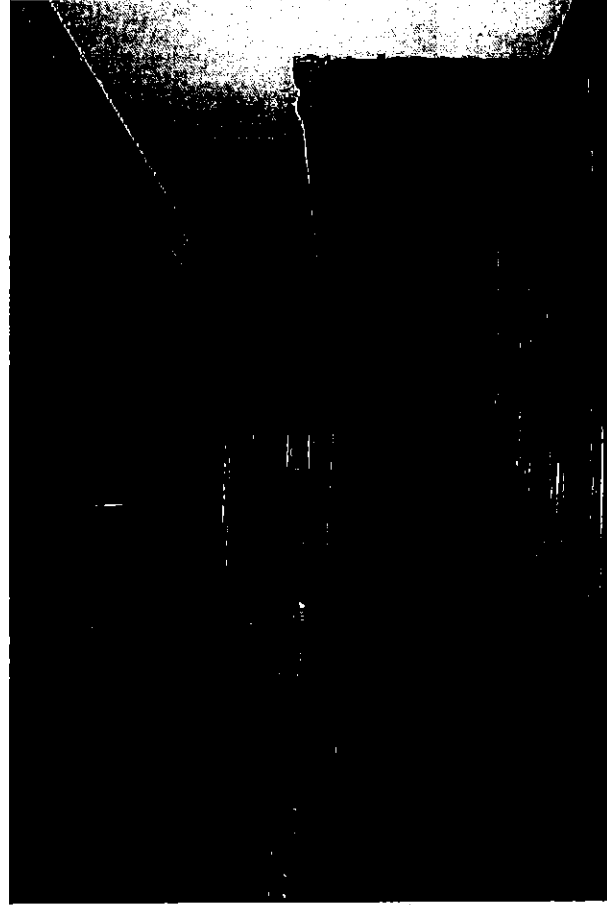
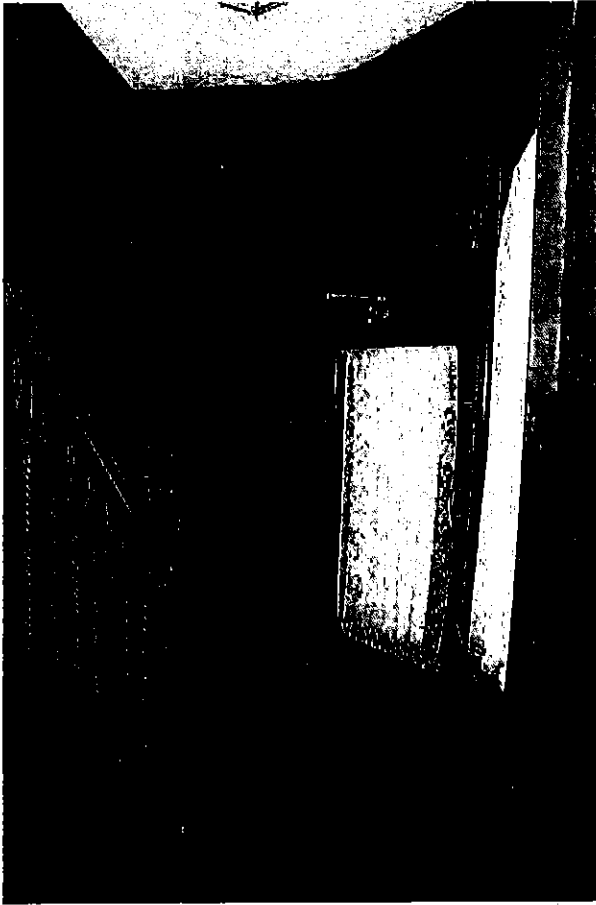


First floor stair hall details:

(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
MATTISON ESTATE / ST. MARY'S VILLA
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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.

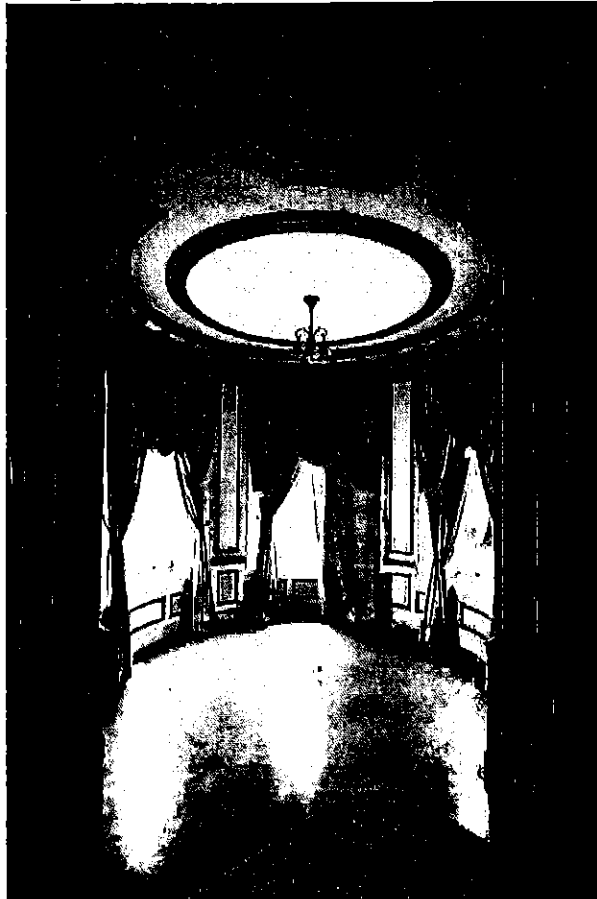
Exhibit C-17
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor front parlor:

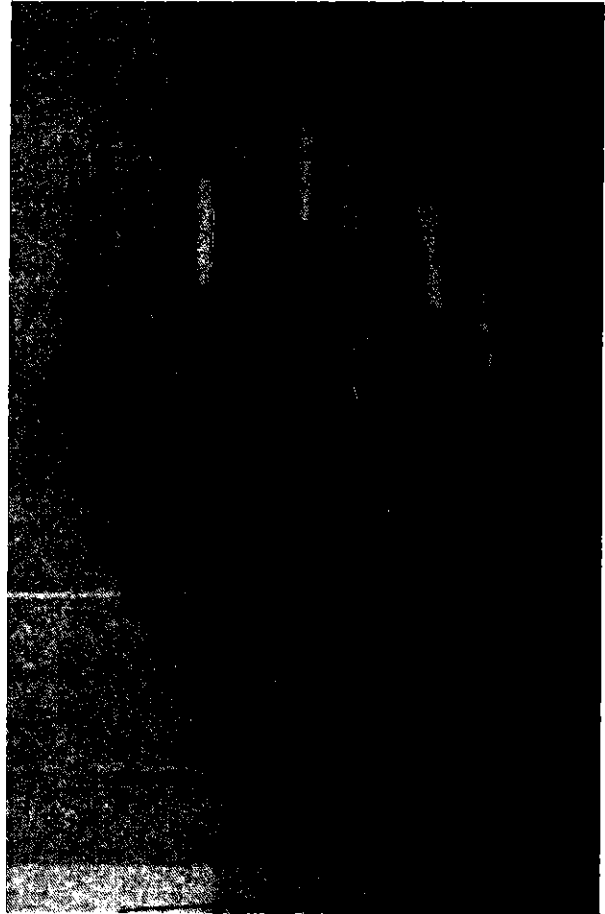
Facing southeast (top), facing northwest (bottom): The front parlor features paneled walls with painted wood wainscoting, parquet floors with inlaid border, and a flat plaster ceiling with bracketed perimeter moldings and a central plaster ceiling medallion. The south wall features rounded bays at each corner and a marble fireplace mantle and mirror at its center. A central chandelier and two pendant lights, one in each rounded bay, are suspended from the ceiling. Paired wall sconces line the north, east, and south walls, and one exterior window lights the west wall. Wall sconces appear to be original and are protected elements. The chandelier is not known to date to the Mattison era and not a protected element of this easement.

Exhibit C-18
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
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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
MATTISON ESTATE / ST. MARY'S VILLA
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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.

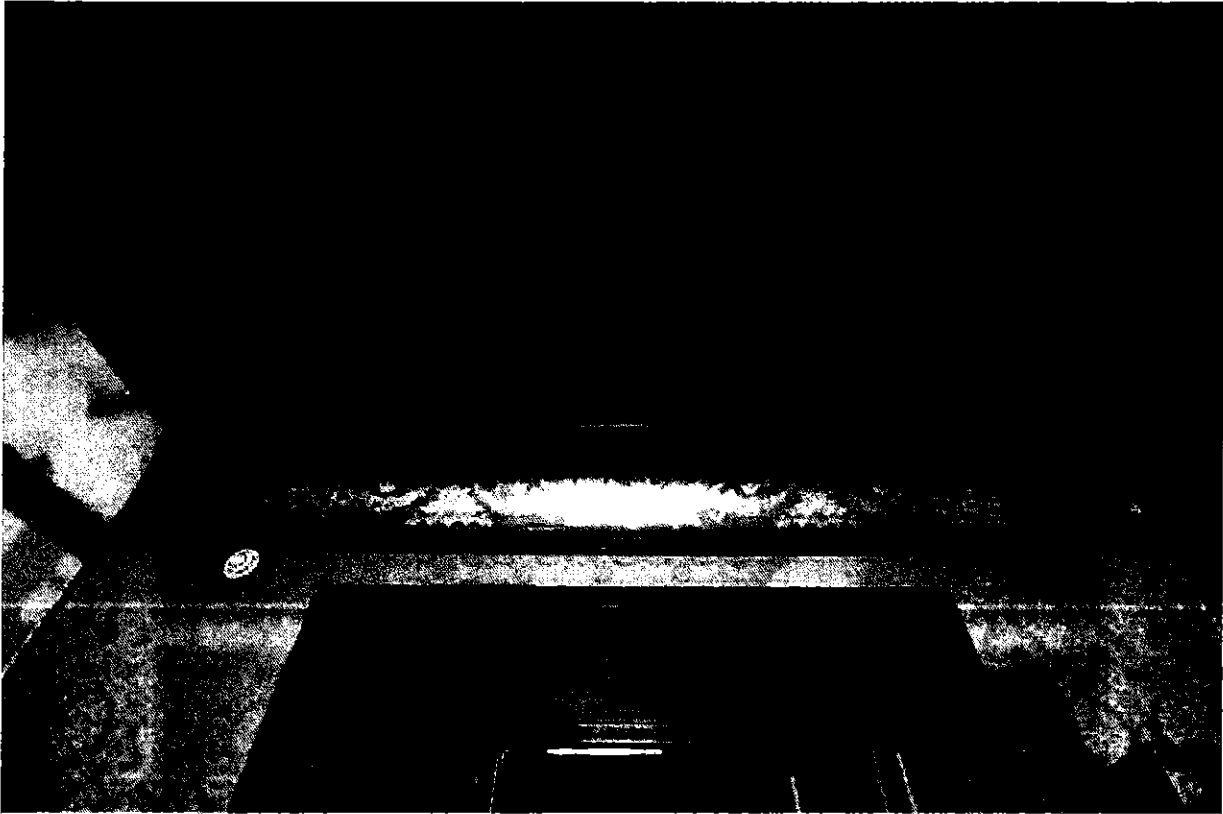
Exhibit C-20
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
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Existing Conditions August 2017



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
for a Preservation Easement: Mattison Estate Castle
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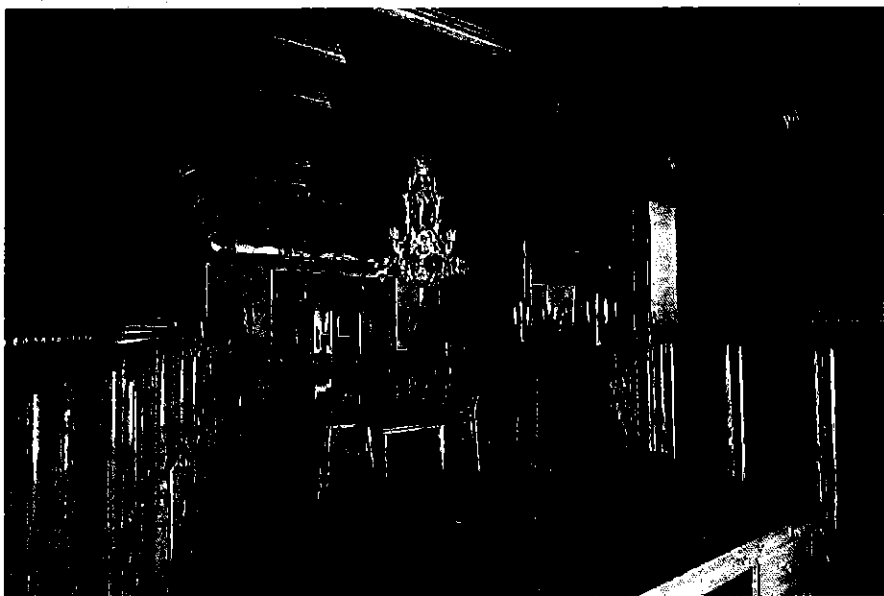
First floor sitting room details:

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



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

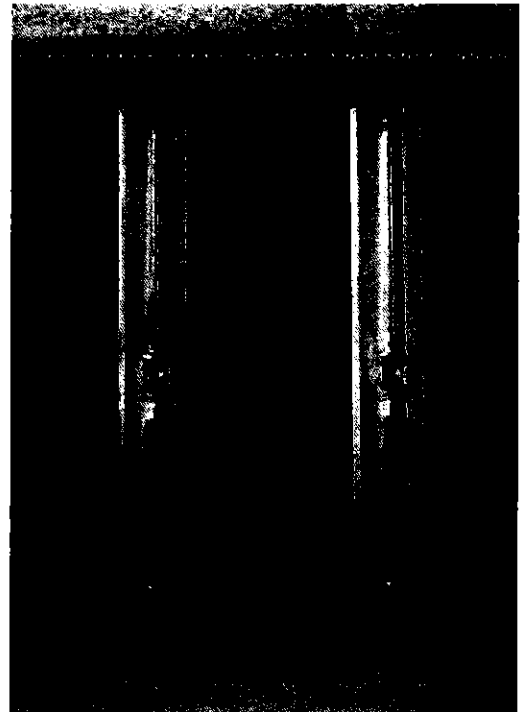
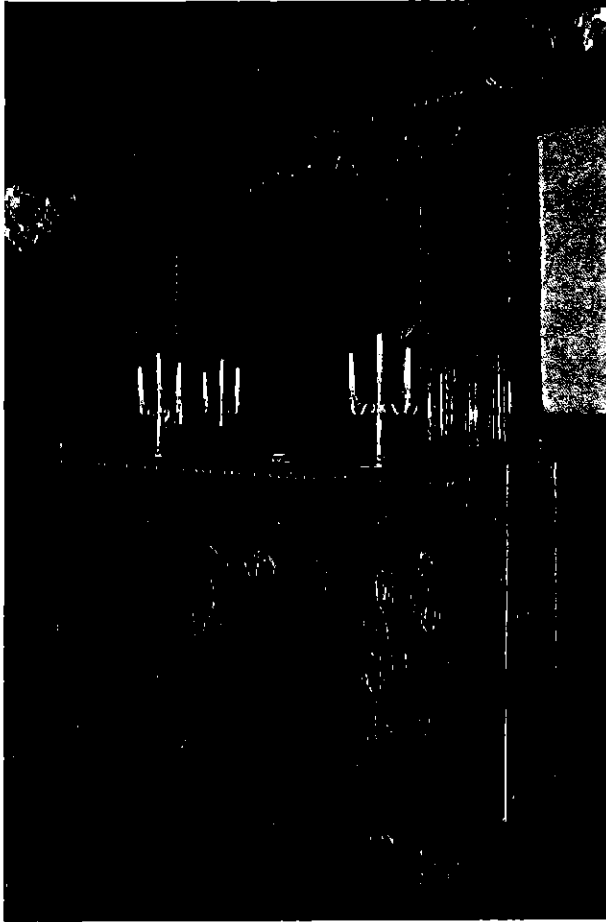


Exhibit C-24
for a Preservation Easement: Mattison Estate Castle
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First floor library details:
(Top left) Mantle detail.

(Bottom right) Sconce detail.

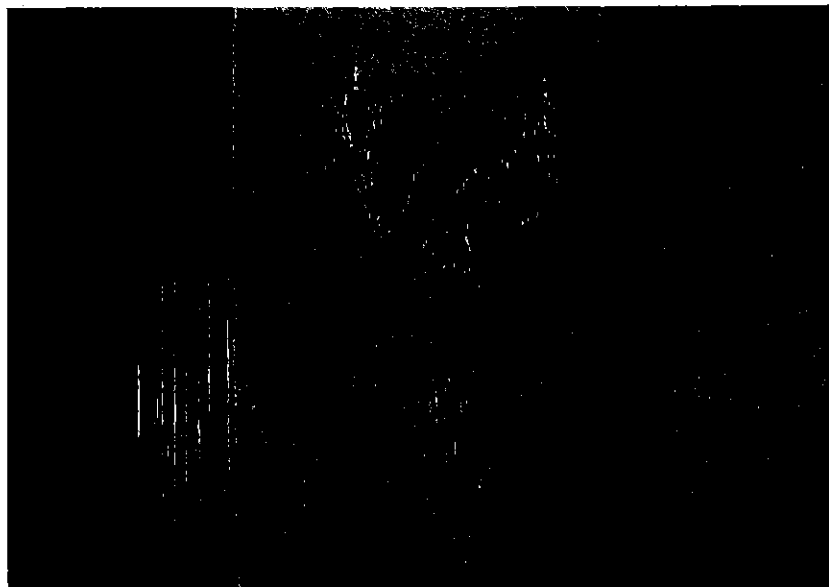


Exhibit C-25
for a Preservation Easement: Mattison Estate Castle
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Existing Conditions August 2017



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
MATTISON ESTATE / ST. MARY'S VILLA
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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
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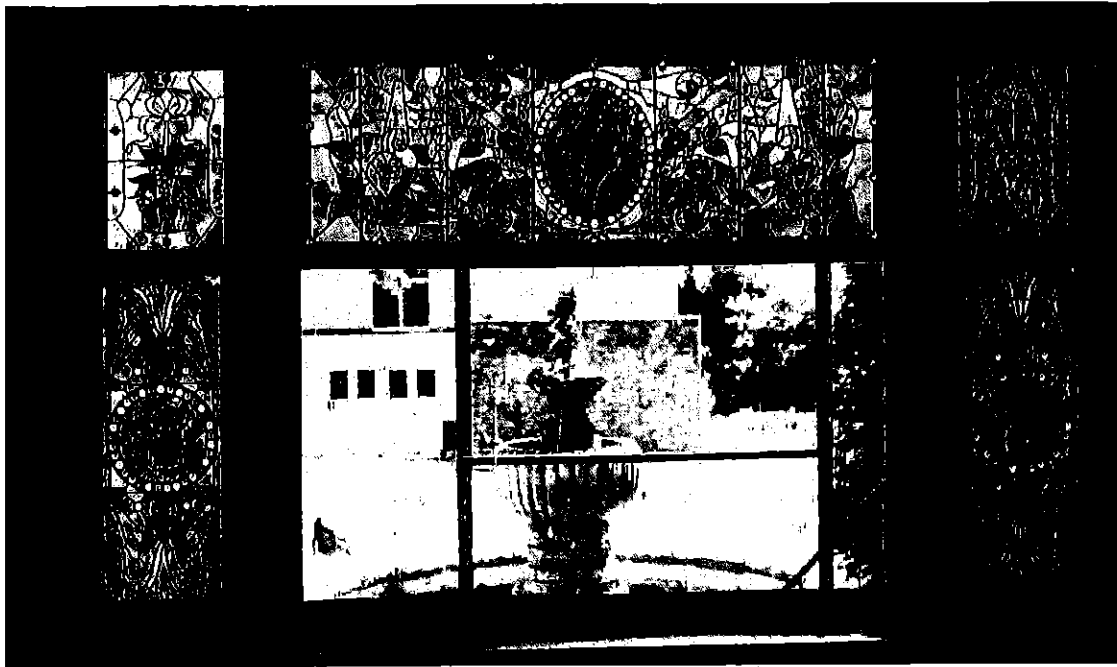


First floor dining room details:

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

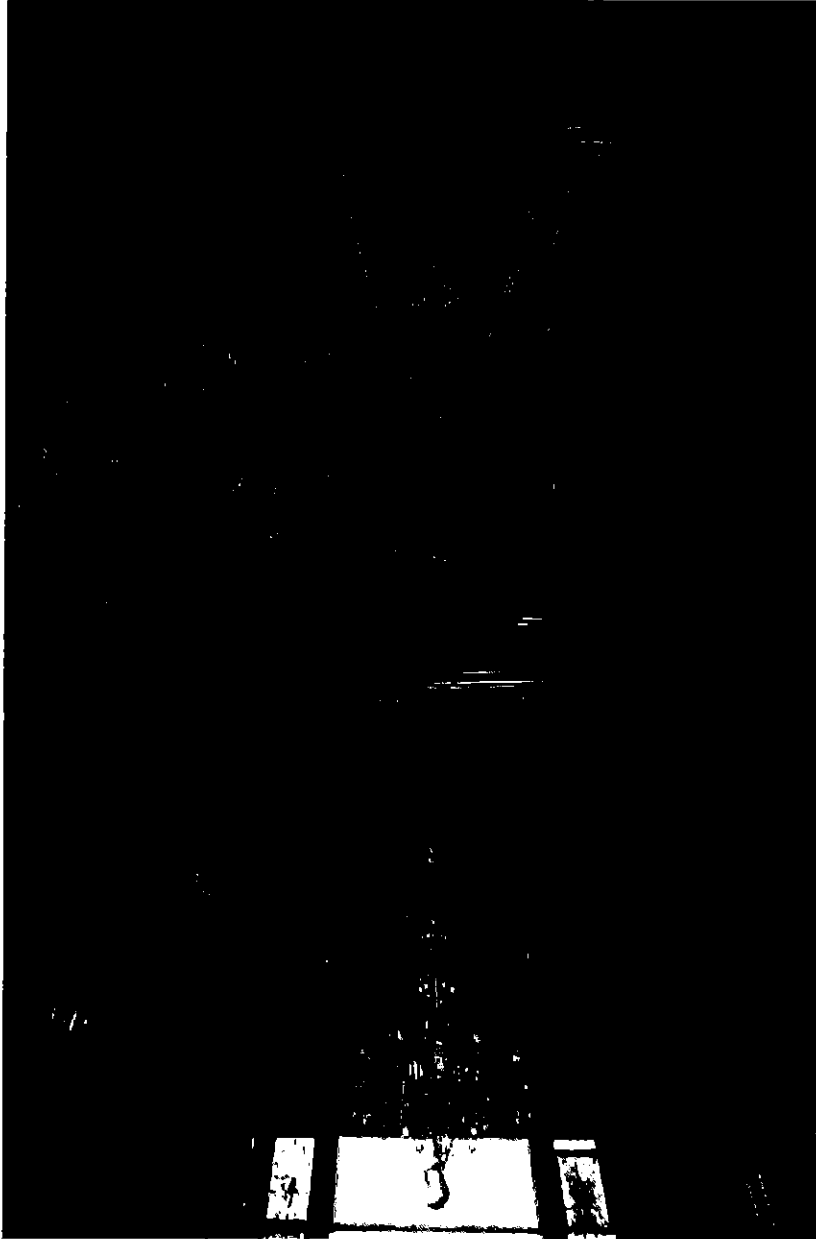
(Bottom) Fireplace mantel detail with faience tiles.

Exhibit C-28
for a Preservation Easement: Mattison Estate Castle
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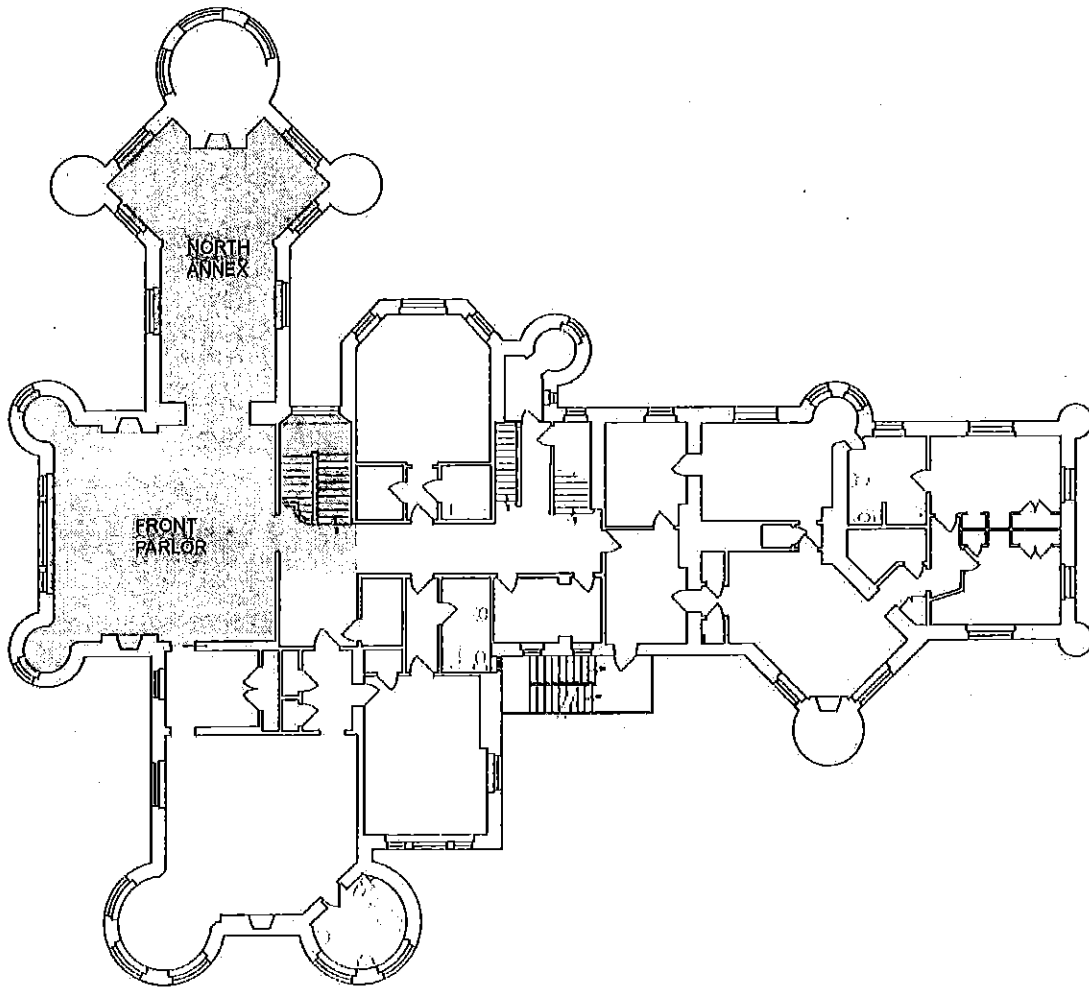
First floor dining room details:
(Top) South stained glass windows.
(Bottom) North stained glass windows.

Exhibit C-29
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
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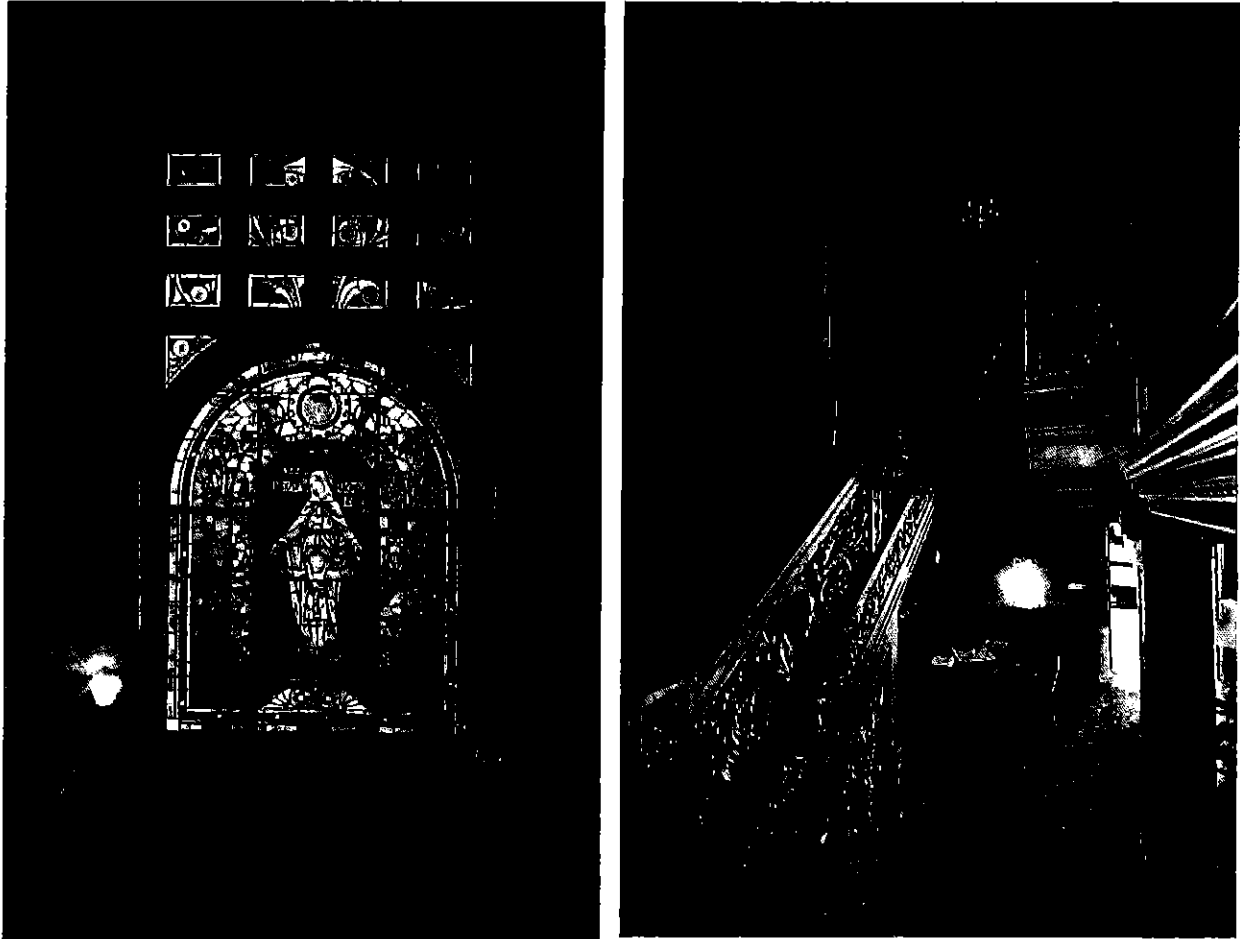
First floor dining room details: Ceiling detail, facing north. Chandelier is not believed to date to the Mattison era and is not a protected element of this easement.

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
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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:

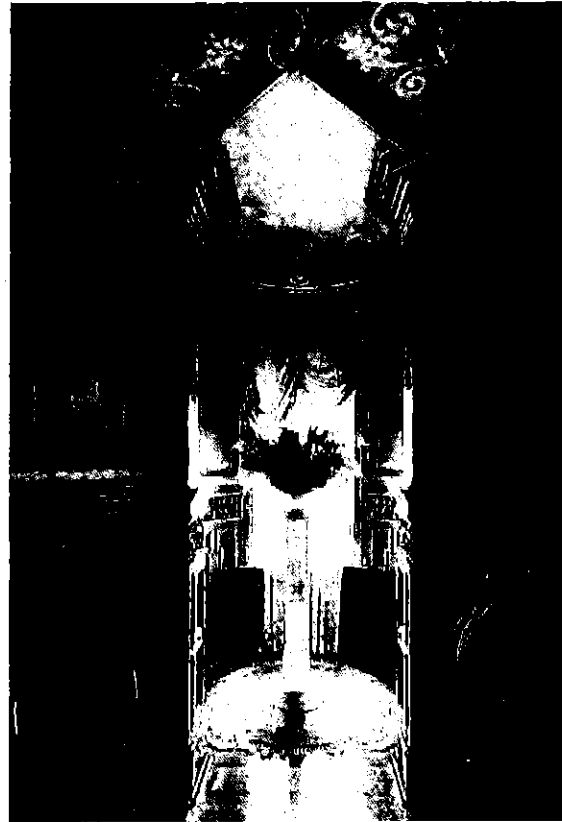
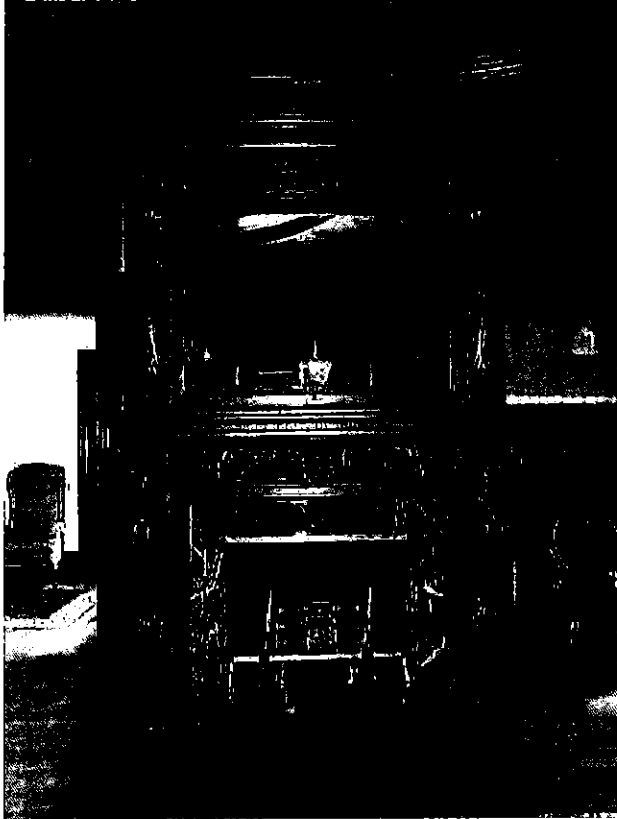
Facing northwest (top); facing northeast (bottom): The front parlor stands to the west of the second-floor stair hall. It features a painted, paneled ceiling, hardwood floors with inlaid borders, and paneled wood and composition ornament wainscoting. A wide stained glass window dominates the west wall; 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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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
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

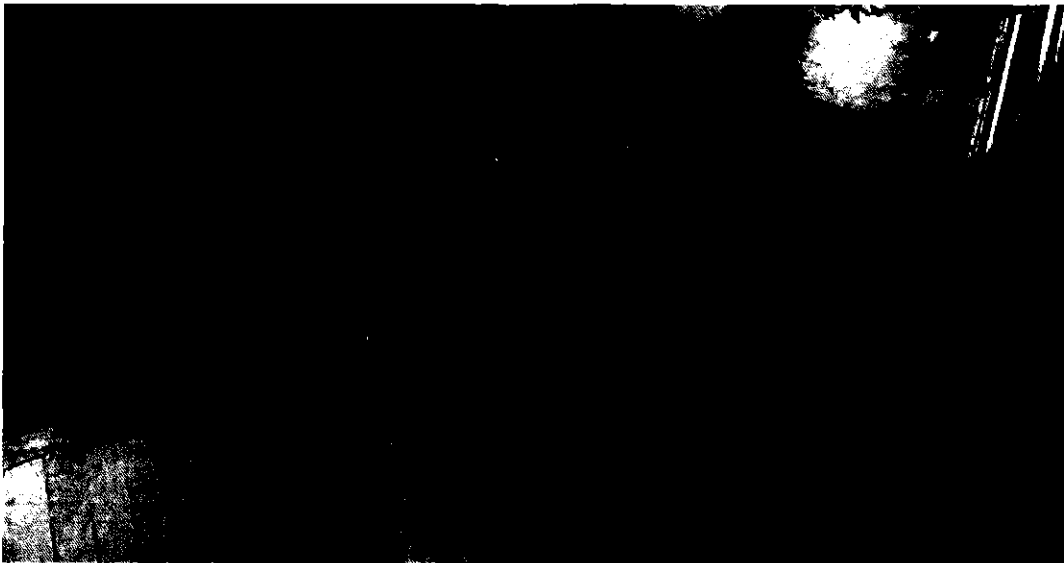


Second floor front parlor details:
(Top left) South fireplace mantle detail
(Top right) Southwest turret alcove detail
(Bottom right) East wall cabinet detail

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



Exhibit C-35
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017

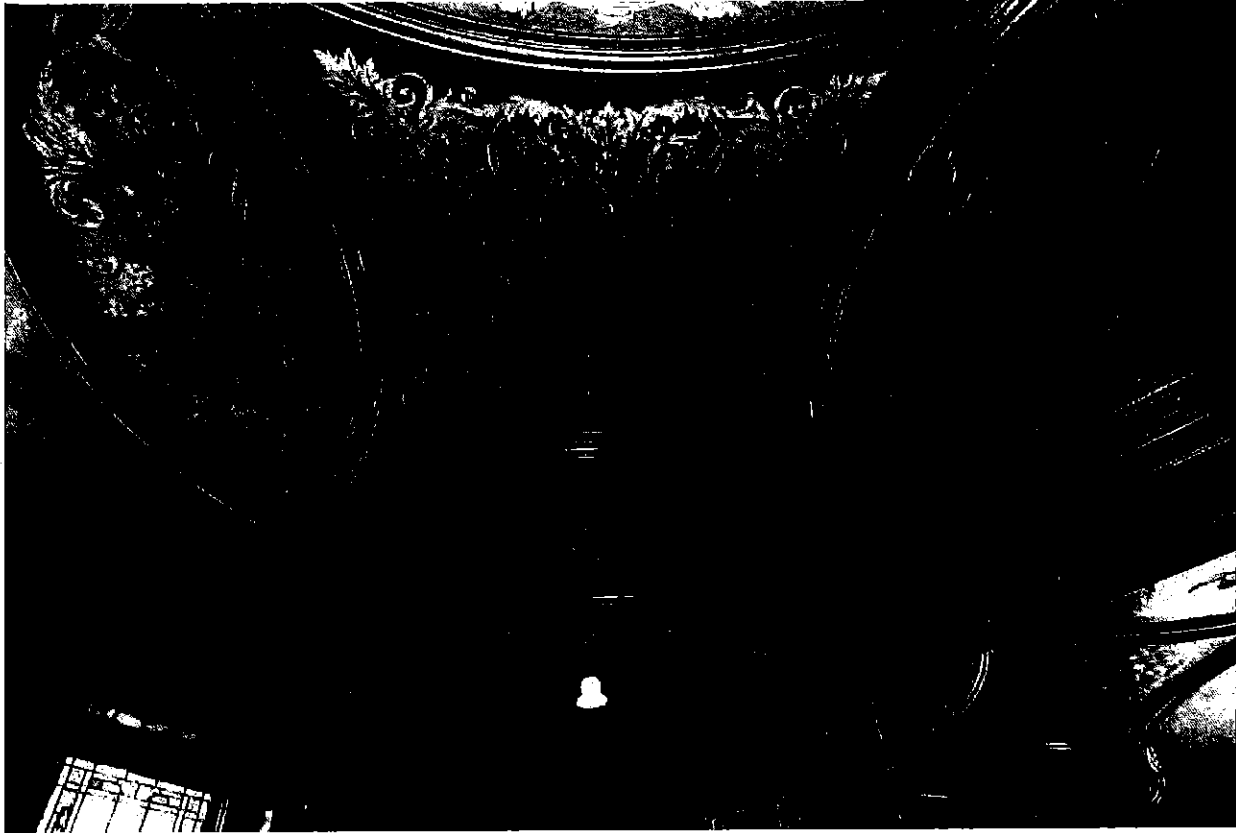


Second floor front parlor details:

(Top) 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
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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.

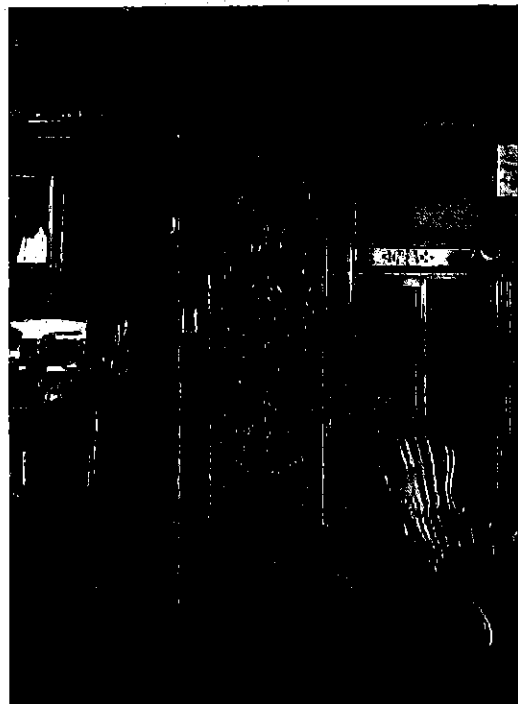
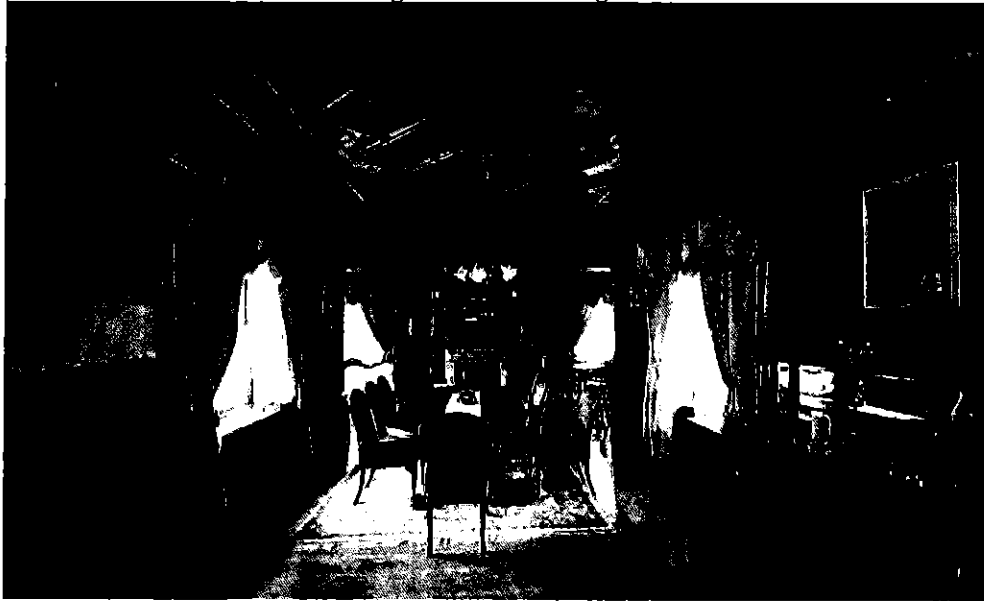


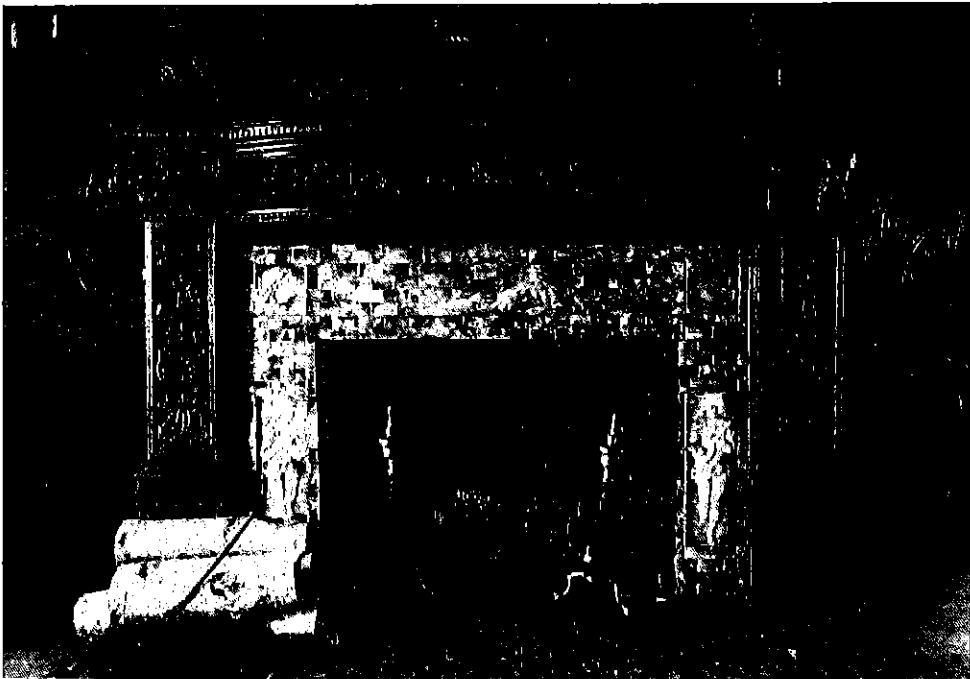
Exhibit C-37
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
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Existing Conditions August 2017



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
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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

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: Univest Bank & Trust Co.
14 N. Main Street
P.O. Box 197
Souderton, PA 18964

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.

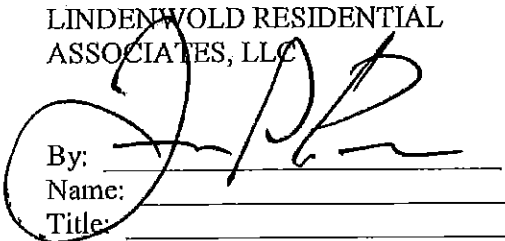
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

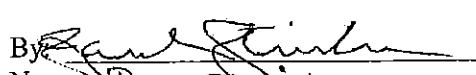
GRANTOR:

GRANTEE:

LINDENWOLD RESIDENTIAL
ASSOCIATES, LLC

THE PRESERVATION ALLIANCE
FOR GREATER PHILADELPHIA

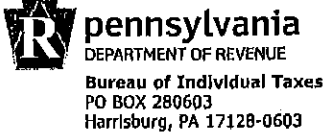
By: 
Name: _____
Title: _____

By: 
Name: Paul Finke
Title: Executive Director

ESCROW AGENT:

Univest Bank + Trust Co.

By: _____
Name:
Title:



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	6123
Page Number	1566
Date Recorded	1-28-19

See reverse for instructions.

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 Thomas R. Eshelman, Esquire		Telephone Number: (215) 864-8710	
Mailing Address 1735 Market Street, 51st Floor		City Philadelphia	State ZIP Code PA 19103

B. TRANSFER DATA

Date of Acceptance of Document 01/16/2019			
Grantor(s)/Lessor(s) Lindenwold Residential Associates LLC	Telephone Number: (215) 877-2885	Grantee(s)/Lessee(s) Preserv. Alliance for Greater Philidel.	Telephone Number: (215) 546-1146
Mailing Address U.S.A., Inc. PO Box 845		Mailing Address 1608 Walnut Street, Suite 1702	
City Bensalem	State ZIP Code PA 19020	City Philadelphia	State ZIP Code PA 19103

C. REAL ESTATE LOCATION

Street Address 701 Bethlehem Pike		City, Township, Borough Upper Upper Dublin	
County Montgomery	School District Upper Dublin School District	Tax Parcel Number 54 00 022 96 032 MW	

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N

1. Actual Cash Consideration 0.00	2. Other Consideration + 0.00	3. Total Consideration = 0.00
4. County Assessed Value 131,499.79 <i>not assessed</i>	5. Common Level Ratio Factor x 1.96	6. Computed Value = 257,739.58 <i>not assessed</i>

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

1a. Amount of Exemption Claimed \$ 257,739.58 <i>100%</i>	1b. Percentage of Grantor's Interest in Real Estate 100.00 0 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
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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 <i>See attached</i>	Date Jan 24, 2019
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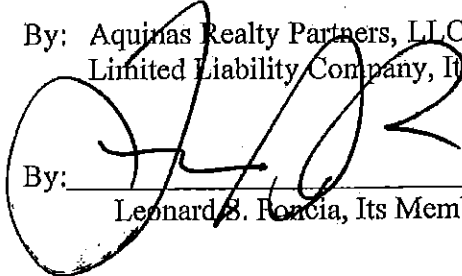
FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

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.

**LINDENWOLD RESIDENTIAL
ASSOCIATES, LLC**, a Pennsylvania limited
liability company

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. Rancia, Its Member

SWORN TO AND SUBSCRIBED before me this 24th day of January, 2019.



Notarial Officer

Commonwealth of Pennsylvania - Notary Seal
MARY A. DONAHUE, Notary Public
Philadelphia County
My Commission Expires November 30, 2022
Commission Number 1041309