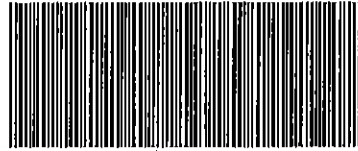




**DEED BK 6123 PG 01504 to 01565.1**  
 INSTRUMENT # : 2019005701  
 RECORDED DATE: 01/28/2019 10:07:32 AM



4703614-0019S

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 63

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

**Transaction #:** 4893022 - 14 Doc  
 (s)  
**Document Page Count:** 61  
**Operator Id:** tbutler

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

**PAID BY:**  
 LAND SERVICES USA INC

**\* PROPERTY DATA:**

Parcel ID #: 54-00-02290-01-4  
 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     | \$114.00        |
| Affidavit Fee            | \$1.50          |
| Affordable Housing Pages | \$114.00        |
| Misc Fee                 | \$0.50          |
| <b>Total:</b>            | <b>\$316.75</b> |

DEED BK 6123 PG 01504 to 01565.1  
 Recorded Date: 01/28/2019 10:07:32 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

**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

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~~

Montgomery County  
JAN 28 2019  
Recorder of Deeds

REGISTERED NEW

1/28/19  
8w  
\$15.00

Tax Parcel No.: 54 00 02290014 (nw)

(6/4/19)

**THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**

**DEED OF PRESERVATION EASEMENT FOR**

**MATTISON ESTATE/ST. MARY'S VILLA SITE RESOURCES**

RECEIVED IN THIS CONDITION

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

For

**MATTISON ESTATE / ST. MARY'S VILLA SITE RESOURCES**

This Deed of Preservation Easement (the "Easement") is made this 16<sup>th</sup> day of Jan., 2019, effective by **MATTISON DEVELOPMENT, 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"). *This 25<sup>th</sup> day of January, 2019*

**Background**

A. Grantor has legal and equitable fee simple title to the parcel of land and improvements subdivided and identified as Parcel 1 from the larger parcel known as St. Mary's Villa, located at 701 S. Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania, Tax Parcel No.            ~~Parcel 1 is more~~ particularly described and depicted in Exhibit A attached hereto and part hereof (the "Property") *54 0002290 014*

B. St. Mary's Villa was determined individually eligible for listing on the National Register of Historic Places by the United States Department of Interior, in a letter dated November 7, 2014.

C. St. Mary's Villa consists of a number of improvements, including the former primary residence referred to as the Castle. This building, including all facades of the building, windows and doors, and any improvements, the entirety of the visible roofs and chimneys of the building and any improvements, and portions of the interior of the building, will be protected in a separate easement agreement and are therefore excluded from this document.

D. The "Site" includes other elements beyond the Castle which contribute to the historic aspects of Upper Dublin Township, Montgomery County. These elements are collectively referred to as the "Site Resources" and include stone entrances, iron gates, perimeter stone walls, lake and retaining walls, the gazebo, some statuary, and the springhouse ruins. Grantee and the Township of Dublin ("Township") considers these Site Resources to represent a valuable example of a historic architectural style worthy of preservation and benefiting the adjacent properties.

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 Property 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 Site Resources in perpetuity (unless indicated otherwise below) and will impose on Grantor and subsequent owners certain continuing maintenance obligations affecting the Site Resources. The grant of the Easement will give Grantee and 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 Site Resources as described in Exhibit C, for the preservation of historic, architectural values of the nature and character and to the extent set forth in this Easement, to constitute a servitude and covenant upon the Site Resources, running with the land for the benefit of and enforceable by Grantee, to have and to hold the said estate, interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses forever.

### **2. Scope of Grantee's Estate, Interest and Easement.**

The Easement herein granted conveys to Grantee an interest in the Site Resources consisting of the benefits of the following covenants and undertakings by Grantor:

a. Without the prior written consent of Grantee 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 Site Resources, as described in Exhibit C, except as specifically required herein pursuant to Exhibit B I & Exhibit E and/or authorized pursuant to Paragraph 7.b. hereof.

b. Grantor, at Grantor's sole expense, shall maintain the Site Resources at all times and shall keep the Site Resources in a state of good repair and shall make sure that the appearance of the Site Resources, as viewed from any location on any street on or off the site shall not be permitted to deteriorate in any material way, and to this end, Grantor agrees that it shall comply with the Restoration Program and the Minimum Maintenance Program set forth in Exhibit B III to this Easement.

c. Grantor shall not cause, permit or suffer the removal of any of the original or historic Site Features described in Exhibit C, unless consistent with the preservation and conservation objectives of this Easement and with the prior written permission of Grantee and the Township, except when the replacement of those elements is required because of imminent danger to the site 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).

e. Grantor shall permit Grantee and the Township access to the Property 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 Site Resources, the materials and elements of the Site Resources and such portions of the Site as are subject to the Easement.

f. Grantor acknowledges that the setting in which the Site Resources are located, including the scale, design, massing and materials of existing and new buildings or development on the site, affects the historic value of the Site and that Grantee's interest in an appropriate setting is as direct, substantial and immediate as Grantor's interest. The Grantor authorizes Grantee to protect Grantee's interest, through advocacy or litigation, in any federal, state or local board, commission, council, court or agency for appropriate preservation of existing buildings or features authorized by the Township through the adoption of Resolution No. 18-2273 on March 13, 2018 and/or for appropriate new development in the nearby area, except for the land development.

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

h. Grantor shall pay all real estate taxes, keep the Property insured at all times, and pay within (30) days any notice or assessment which could become a lien against the Property. Grantor shall provide 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 Site Resources (the “Initial Restoration”). Exhibit E, entitled Memorandum of Agreement Between the United States Army Corps of Engineers And The Pennsylvania State Historic Preservation Officer And Lindenwold Residential Associates LLC – indicates the proposed reduction of St. Mary’s Villa Lake and the restoration of the stream channel on the Property. Owner shall cause the Initial Restoration work to be completed on the Property within two years of executing a development agreement with the Township.

b. Exhibit B-I, Exhibit E and certain photographs, plans and specifications, attached hereto as Exhibit C, shall constitute the aesthetic, architectural, and historic condition in which the appearance of the Site Resources is to be maintained and preserved consistent with Exhibit B-III after completion of the work required pursuant to Paragraph 3.a. above.

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

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

**4. Rights of Grantee if Site Resources Destroyed.**

In the event that the Site Resources are, by reason of fire, natural occurrences, or any other reason, damaged or destroyed, the following provisions are applicable:

a. if partially destroyed or damaged to such an extent or of such nature that the appearance of the Site Resources are altered from their appearance in the photographs, plans and specifications referred to in Paragraph 3 above, but are not totally destroyed in the reasonable judgment of Grantor and Grantee, then Grantor shall, as promptly as is practicable, restore the Site Resources to a condition so that the appearance is restored, as nearly as possible, to that shown in such photographs, plans and specifications; provided, however, that Grantor shall not be required to expend more than the proceeds of insurance received by Grantor on restorations required by this Subparagraph. In addition, Grantor and Grantee, after consultation with each other, may agree upon such other restoration that is consistent with the architectural character, including height, bulk, mass, materials and colors, and landscape character, of the

remainder of the Site Resources. If Grantor and Grantee cannot agree as to whether the Site Resources are totally destroyed, or as to appropriate restoration, Grantor may request mediation by a third-party chosen by mutual agreement between Grantor and Grantee, provided that the mediator shall be experienced in historic preservation and directed that any restoration be consistent with the Secretary of the Interior's Standards for Rehabilitation; and

b. if totally destroyed, then Grantor shall not thereafter erect on the site any building the appearance of which as seen from any street on or off the site is inconsistent with the architectural character, including height, bulk, mass, materials and colors, of the historic existing buildings in the immediate vicinity.

Upon satisfactory completion of such restoration, the appearance of the Site Resources to which Paragraphs 2.a., 2.b. and 2.c. above shall apply shall be the restored appearance of the Site Resources. If Grantor shall fail to restore the Site Resources, within the time period as may typically be required for design, regulatory approvals, insurance settlements, funding procurement, and other activities related to construction as required under this Paragraph 4, Grantee shall have all the rights given it under Paragraph 5 below.

#### **5. Remedies of Grantee.**

Grantee and the Township shall have all remedies available to it at law or equity including, without limitation, the right to commence legal proceedings to seek specific performance of the terms of this Easement, to enjoin any breach of this Easement by temporary and/or permanent injunction, and/or to require the restoration of the Site Resources to the condition required by this Easement.

In the event that the Grantee and/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 fees 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 and/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 Site Resources at the time it was signed.

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

**7. Reservation.**

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

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

**8. Acceptance.**

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

**9. Grantor's Insurance.**

Grantor shall maintain, at Grantor's own cost, insurance against loss and damage to the Site Resources, written at replacement cost value and with a replacement cost endorsement, and comprehensive general liability insurance, including contractual liability, to cover Grantor's obligations under the indemnity provisions of this Easement, against claims for personal injury,

death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least thirty (30) days prior to the expiration date of each such policy. All insurance policies required by this section will be primary with respect to any insurance maintained by Grantee.

**10. Release and Indemnification.**

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

**11. Estoppel Certificate.**

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

**12. Condemnation.**

a. In the event a total or partial condemnation makes impossible or impractical the continued use of the Site Resources for conservation or preservation purposes, or in the event of any extinguishment of this Easement by judicial decree, then this Easement shall be deemed to have been extinguished.

b. In the event of a partial condemnation where the portion of the Site Resources not taken is capable of continued reasonable use, and provided that the portion of the Site Resources not taken contains a material portion of the Site Resources subject to this Easement, and further provided that the remaining Site Resources will continue to serve the conservation and preservation purposes of this Easement, then this Easement shall remain on those portions of the Site Resources not taken by condemnation.

**13. Review, Approval and Additional Costs.**

Whenever the consent of the Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to requests for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. It is further agreed that whenever the consent of Grantee is required or requested, Grantor shall bear the reasonable costs of Grantee's review, including inspections for purpose of giving estoppel certificates, and Grantor agrees that the costs for Grantee's review shall include reasonable architectural fees and Grantee's reasonable administrative expenses in processing Grantor's request.

**14. Change of Site Use; No Subdivision or Assemblage Into Larger Parcel.**

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

**15. Archeological Excavation.**

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

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

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

**17. Certification of Grantee's Status.**

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

**18. Notices.**

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

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

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

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

If to Grantor:

Mattison Development, LLC  
c/o The Goldenberg Group, Inc.  
630 Sentry Parkway, Suite 300  
Blue Bell, PA 19422  
Attention: Rob Fluehr  
RFluehr@goldenberggroup.com

with a copy to:

Simi Kaplin Baer, Esq.  
Kaplin | Stewart  
Union Meeting Corporate Center  
910 Harvest Drive  
P.O. Box 3037  
Blue Bell, Pennsylvania 19422-0765

If to Grantee:

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

with a copy to:

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

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

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

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

**19. Counterparts; Entire Agreement.**

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

**20. Third-Party Beneficiary.**

Upper Dublin Township shall be deemed a third party beneficiary of this Easement. The third party beneficiary shall have the right, in its sole and absolute discretion, to enforce this Easement. Anything herein to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary thereof, except as provided in this paragraph.

**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:**

Mattison Development, LLC,  
a Pennsylvania limited liability company

Kathleen A. Elliott

By: 

Kenneth Goldenberg, President

**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

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

**GRANTOR:**

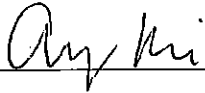
Mattison Development, LLC,  
a Pennsylvania limited liability company

\_\_\_\_\_

By: \_\_\_\_\_

**GRANTEE:**

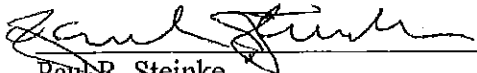
The Preservation Alliance For Greater Philadelphia,  
a Pennsylvania not-for-profit corporation

  
\_\_\_\_\_

By:   
Paul R. Steinke, Executive Director

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

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

  
Paul R. Steinke  
Executive Director

COMMONWEALTH OF PENNSYLVANIA :

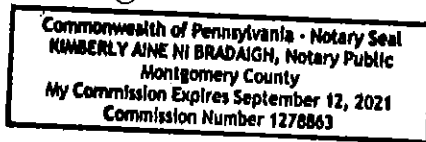
: SS:

COUNTY OF Montgomery :

On this the 16<sup>th</sup> day of JANUARY 2019, before me, the undersigned officer, personally appeared Kenneth Goldenberg, who acknowledged that he is the President of Mattison Development, LLC, and that he as President, being authorized to do so, executed the foregoing instrument for the purposes therein contained and desires the same might be recorded as such.

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

*Kimberly Aine Ni Bradaigh*  
Notary Public

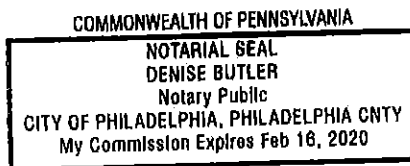


COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF PHILADELPHIA :

On this the 16<sup>th</sup> day of January, 2019, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared **Paul R. Steinke**, who acknowledged himself to be the Executive Director of The Preservation Alliance for Greater Philadelphia, a Pennsylvania not-for-profit corporation, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such officer.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 2/16/20



**LIST OF EXHIBITS**  
for  
**DEED OF PRESERVATION EASEMENT**  
from  
**GRANTOR**  
to  
**THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**  
For  
**MATTISON ESTATE / ST. MARY'S VILLA SITE RESOURCES**  
**701 S. Bethlehem Pike, Ambler, Pennsylvania**

**EXHIBIT A**

Legal Description of the Property & Subdivision Plan

**EXHIBIT B**

**B-I** Initial Restoration

**B-II** Optional Future Restoration & Permitted Future Alterations

**B-III** Minimum Maintenance Program

**EXHIBIT C**

Existing Conditions

**EXHIBIT D**

Final Land Development Plan

**EXHIBIT E**

Memorandum of Agreement for St. Mary's Villa Lake Reduction and Stream Restoration

**EXHIBIT A**  
to  
**THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**  
**DEED OF PRESERVATION FAÇADE EASEMENT**  
For  
MATTISON ESTATE / ST. MARY'S VILLA SITE RESOURCES  
701 S. Bethlehem Pike, Ambler PA

**LEGAL DESCRIPTION OF PROPERTY**



**CONTROL POINT**  
**ASSOCIATES, INC.**  
traditional methods | modern approaches



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

April 17, 2018  
02-140456-02

**METES AND BOUNDS DESCRIPTION**  
**PROPOSED PARCEL 1**  
PART OF UNIT 19, BLOCK 26  
APN 54-00-02290-005  
LANDS NOW OR FORMERLY  
SISTERS OF THE HOLY FAMILY OF NAZARETH  
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT THE INTERSECTION OF THE EASTERLY LEGAL RIGHT-OF-WAY LINE OF BETHLEHEM PIKE (A.K.A. S.R. 2018, A.K.A. L.R. 153, 60 FOOT WIDE RIGHT-OF-WAY), WITH THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF LINDENWOLD TERRACE (56 FOOT WIDE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LINDENWOLD TERRACE, SOUTH 86 DEGREES - 36 MINUTES - 30 SECONDS EAST, A DISTANCE OF 976.80 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CEDAR ROAD (50 FOOT WIDE RIGHT-OF-WAY), THENCE;
2. ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CEDAR ROAD, NORTH 38 DEGREES - 01 MINUTES - 30 SECONDS EAST, A DISTANCE OF 47.15 FEET TO A POINT, THENCE;

THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH UNIT 19, BLOCK 26:

3. SOUTH 40 DEGREES - 25 MINUTES - 12 SECONDS EAST, A DISTANCE OF 0.17 FEET TO A POINT OF CURVATURE, THENCE;
4. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 12.11 FEET, A CENTRAL ANGLE OF 37 DEGREES - 55 MINUTES - 40 SECONDS, AN ARC LENGTH OF 8.01 FEET, A CHORD BEARING SOUTH 57 DEGREES - 01 MINUTES - 24 SECONDS EAST AND A CHORD DISTANCE OF 7.87 FEET TO A POINT, THENCE;
5. SOUTH 76 DEGREES - 03 MINUTES - 59 SECONDS EAST, A DISTANCE OF 5.50 FEET TO A POINT OF CURVATURE, THENCE;
6. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 19 DEGREES - 51 MINUTES - 21 SECONDS, AN ARC LENGTH OF 4.16 FEET, A CHORD BEARING SOUTH 66 DEGREES - 08 MINUTES - 18 SECONDS EAST AND A CHORD DISTANCE OF 4.14 FEET TO A POINT OF COMPOUND CURVATURE, THENCE;
7. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 51 DEGREES - 16 MINUTES - 48 SECONDS, AN ARC LENGTH OF 34.01 FEET, A CHORD BEARING SOUTH 30 DEGREES - 34 MINUTES - 14 SECONDS EAST AND A CHORD DISTANCE OF 32.89 FEET TO A POINT, THENCE;

Corporate Headquarters 35 Technology Drive, Warren, NJ 07069 Tel: 908.668.0099 Fax: 908.668.9595

**Professional Land Surveying, Geospatial and Consulting Services**



8. SOUTH 04 DEGREES - 43 MINUTES - 57 SECONDS EAST, A DISTANCE OF 1.11 FEET TO A POINT OF CURVATURE, THENCE;
9. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 86 DEGREES - 33 MINUTES - 50 SECONDS, AN ARC LENGTH OF 22.66 FEET, A CHORD BEARING SOUTH 48 DEGREES - 00 MINUTES - 52 SECONDS EAST AND A CHORD DISTANCE OF 20.57 FEET TO A POINT OF REVERSE CURVATURE, THENCE;
10. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 123.97 FEET, A CENTRAL ANGLE OF 63 DEGREES - 43 MINUTES - 43 SECONDS, AN ARC LENGTH OF 137.89 FEET, A CHORD BEARING SOUTH 59 DEGREES - 26 MINUTES - 14 SECONDS EAST AND A CHORD DISTANCE OF 130.89 FEET TO A POINT, THENCE;
11. SOUTH 26 DEGREES - 16 MINUTES - 48 SECONDS EAST, A DISTANCE OF 6.00 FEET TO A POINT, THENCE;
12. NORTH 65 DEGREES - 10 MINUTES - 28 SECONDS EAST, A DISTANCE OF 6.26 FEET TO A POINT, THENCE;
13. NORTH 36 DEGREES - 50 MINUTES - 58 SECONDS EAST, A DISTANCE OF 96.42 FEET TO A POINT, THENCE;
14. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNITS 13, 12, 11, 10, 9, 8 AND 7, BLOCK 26H, NORTH 87 DEGREES - 39 MINUTES - 12 SECONDS EAST, A DISTANCE OF 723.39 FEET TO A POINT, THENCE;
15. ALONG THE DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNIT 7, BLOCK 26H, SOUTH 55 DEGREES - 01 MINUTES - 35 SECONDS EAST, A DISTANCE OF 99.45 FEET TO A POINT, THENCE;
16. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNITS 7 AND 6, BLOCK 26H, NORTH 37 DEGREES - 56 MINUTES - 23 SECONDS EAST, A DISTANCE OF 307.41 FEET TO A POINT ON THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE LOCH ALSH AVENUE (50 FOOT WIDE RIGHT-OF-WAY), THENCE;
17. ALONG THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE LOCH ALSH AVENUE, SOUTH 52 DEGREES - 03 MINUTES - 37 SECONDS EAST, A DISTANCE OF 332.73 FEET TO A POINT, THENCE;
18. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNITS 24, BLOCK 26E, 42, 26, AND 27, SOUTH 49 DEGREES - 58 MINUTES - 25 SECONDS WEST, A DISTANCE OF 421.53 FEET TO A POINT, THENCE;
19. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNIT 27, BLOCK 26E, 28, 29 AND 30, SOUTH 74 DEGREES - 40 MINUTES - 59 SECONDS WEST, A DISTANCE OF 410.62 FEET TO A POINT, THENCE;
20. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26, UNIT 30, BLOCK 26E AND UNITS 1, 3, 4, AND 6, BLOCK 26A, SOUTH 20 DEGREES - 44 MINUTES - 22 SECONDS WEST, A DISTANCE OF 644.48 FEET TO A POINT, THENCE;
21. ALONG THE DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNIT 1, BLOCK 26G, SOUTH 86 DEGREES - 18 MINUTES - 00 SECONDS WEST, A DISTANCE OF 57.18 FEET TO A POINT, THENCE;

THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PROPOSED PARCEL 1 AND PROPOSED PARCEL 2:



22. NORTH 00 DEGREES - 57 MINUTES - 27 SECONDS EAST, A DISTANCE OF 275.50 FEET TO A POINT, THENCE;
23. NORTH 29 DEGREES - 39 MINUTES - 31 SECONDS EAST, A DISTANCE OF 153.77 FEET TO A POINT, THENCE;
24. NORTH 05 DEGREES - 06 MINUTES - 50 SECONDS WEST, A DISTANCE OF 124.68 FEET TO A POINT, THENCE;
25. NORTH 22 DEGREES - 52 MINUTES - 11 SECONDS EAST, A DISTANCE OF 28.27 FEET TO A POINT, THENCE;
26. NORTH 67 DEGREES - 07 MINUTES - 49 SECONDS WEST, A DISTANCE OF 27.64 FEET TO A POINT OF CURVATURE, THENCE;
27. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 92 DEGREES - 54 MINUTES - 39 SECONDS, AN ARC LENGTH OF 64.86 FEET, A CHORD BEARING SOUTH 40 DEGREES - 27 MINUTES - 42 SECONDS WEST AND A CHORD DISTANCE OF 57.99 FEET TO A POINT, THENCE;
28. NORTH 90 DEGREES - 00 MINUTES - 00 SECONDS WEST, A DISTANCE OF 11.57 FEET TO A POINT OF CURVATURE, THENCE;
29. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 8 DEGREES - 10 MINUTES - 37 SECONDS, AN ARC LENGTH OF 21.41 FEET, A CHORD BEARING NORTH 85 DEGREES - 54 MINUTES - 41 SECONDS WEST AND A CHORD DISTANCE OF 21.39 FEET TO A POINT, THENCE;
30. NORTH 81 DEGREES - 49 MINUTES - 23 SECONDS WEST, A DISTANCE OF 140.75 FEET TO A POINT, THENCE;
31. NORTH 80 DEGREES - 07 MINUTES - 23 SECONDS WEST, A DISTANCE OF 93.84 FEET TO A POINT, THENCE;
32. NORTH 81 DEGREES - 06 MINUTES - 31 SECONDS WEST, A DISTANCE OF 53.05 FEET TO A POINT, THENCE;
33. NORTH 83 DEGREES - 28 MINUTES - 14 SECONDS WEST, A DISTANCE OF 12.33 FEET TO A POINT, THENCE;
34. NORTH 85 DEGREES - 53 MINUTES - 05 SECONDS WEST, A DISTANCE OF 48.45 FEET TO A POINT OF CURVATURE, THENCE;
35. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 726.00 FEET, A CENTRAL ANGLE OF 7 DEGREES - 13 MINUTES - 37 SECONDS, AN ARC LENGTH OF 91.57 FEET, A CHORD BEARING SOUTH 88 DEGREES - 35 MINUTES - 34 SECONDS WEST AND A CHORD DISTANCE OF 91.51 FEET TO A POINT, THENCE;
36. SOUTH 84 DEGREES - 58 MINUTES - 46 SECONDS WEST, A DISTANCE OF 203.55 FEET TO A POINT OF CURVATURE, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PROPOSED PARCEL 1 AND PROPOSED PARCEL 3:

37. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 39 DEGREES - 22 MINUTES - 02 SECONDS, AN ARC LENGTH OF



- 19.93 FEET, A CHORD BEARING SOUTH 65 DEGREES - 17 MINUTES - 45 SECONDS WEST AND A CHORD DISTANCE OF 19.54 FEET TO A POINT, THENCE;
38. SOUTH 05 DEGREES - 06 MINUTES - 46 SECONDS EAST, A DISTANCE OF 621.17 FEET TO A POINT, THENCE;
39. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNITS 6, 7, 8, 9, AND 10, BLOCK 26G, SOUTH 75 DEGREES - 23 MINUTES - 30 SECONDS WEST, A DISTANCE OF 637.79 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BETHLEHEM PIKE, THENCE;
40. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF BETHLEHEM PIKE, NORTH 07 DEGREES - 51 MINUTES - 00 SECONDS WEST, A DISTANCE OF 74.27 FEET TO A POINT, THENCE;

THE FOLLOWING EIGHT (8) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PROPOSED PARCEL 1 AND PROPOSED PARCEL 4:

41. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 4 DEGREES - 02 MINUTES - 16 SECONDS, AN ARC LENGTH OF 0.70 FEET, A CHORD BEARING NORTH 82 DEGREES - 16 MINUTES - 52 SECONDS EAST AND A CHORD DISTANCE OF 0.70 FEET TO A POINT, THENCE;
42. NORTH 80 DEGREES - 15 MINUTES - 44 SECONDS EAST, A DISTANCE OF 66.05 FEET TO A POINT OF CURVATURE, THENCE;
43. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 45 DEGREES - 12 MINUTES - 00 SECONDS, AN ARC LENGTH OF 18.93 FEET, A CHORD BEARING NORTH 57 DEGREES - 39 MINUTES - 44 SECONDS EAST AND A CHORD DISTANCE OF 18.45 FEET TO A POINT, THENCE;
44. NORTH 35 DEGREES - 03 MINUTES - 44 SECONDS EAST, A DISTANCE OF 2.43 FEET TO A POINT OF CURVATURE, THENCE;
45. ALONG THE ARC OF A TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 85 DEGREES - 04 MINUTES - 11 SECONDS, AN ARC LENGTH OF 20.79 FEET, A CHORD BEARING NORTH 07 DEGREES - 28 MINUTES - 22 SECONDS WEST AND A CHORD DISTANCE OF 18.93 FEET TO A POINT OF REVERSE CURVATURE, THENCE;
46. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 47 DEGREES - 35 MINUTES - 42 SECONDS, AN ARC LENGTH OF 98.02 FEET, A CHORD BEARING NORTH 26 DEGREES - 12 MINUTES - 36 SECONDS WEST AND A CHORD DISTANCE OF 95.23 FEET TO A POINT, THENCE;
47. NORTH 02 DEGREES - 24 MINUTES - 45 SECONDS WEST, A DISTANCE OF 22.42 FEET TO A POINT, THENCE;
48. SOUTH 82 DEGREES - 09 MINUTES - 00 SECONDS WEST, A DISTANCE OF 57.41 FEET TO A POINT ON THE EASTERLY LEGAL RIGHT-OF-WAY LINE OF BETHLEHEM PIKE, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF BETHLEHEM PIKE:

49. NORTH 07 DEGREES - 51 MINUTES - 00 SECONDS WEST, A DISTANCE OF 29.27 FEET TO A POINT, THENCE;
50. NORTH 14 DEGREES - 29 MINUTES - 00 SECONDS WEST, A DISTANCE OF 716.28 FEET TO A POINT, THENCE;



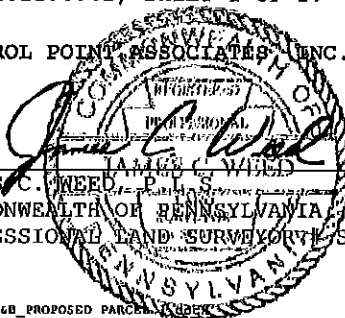
51. NORTH 06 DEGREES - 08 MINUTES - 09 SECONDS WEST, A DISTANCE OF 333.97 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,519,833 SQUARE FEET OR 34.891 ACRES

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "SUBDIVISION PLAN FOR LINDENWOLD RESIDENTIAL ASSOCIATES, LLC, THE MATTISON ESTATES, 701 S. BETHLEHEM PIKE, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA", PREPARED BY BOHLER ENGINEERING, INC., DATED 1-9-2018, REVISED 1-23-2018, PROJECT NO. PC131158.02, SHEET 1 OF 2.

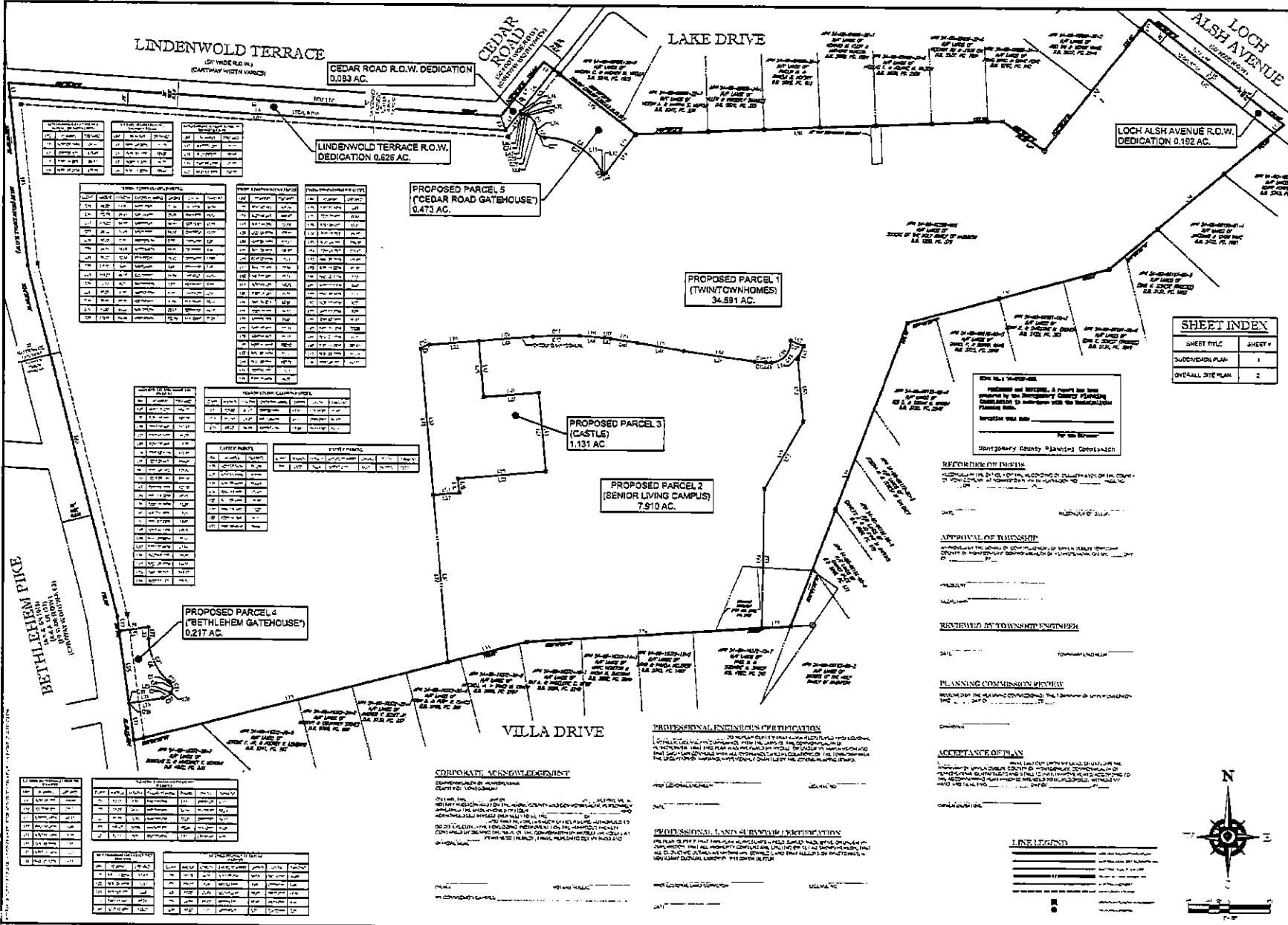
CONTROL POINT ASSOCIATES, INC.

  
\_\_\_\_\_/17/2018  
DATE  
JAMES C. WEED, P.E.  
COMMONWEALTH OF PENNSYLVANIA  
PROFESSIONAL LAND SURVEYOR SU075250

S:\14\CP14456-BEI-MattisonEstates-UpperDublin-PA-JFH\02-140456-02-BEI-McMahon\H&B\M&B\_PROPOSED PARCEL INDEX  
PREPARED BY: SCH  
REVIEWED BY: DKH

**EXHIBIT A**  
to  
**THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**  
**DEED OF PRESERVATION FAÇADE EASEMENT**  
For  
MATTISON ESTATE / ST. MARY'S VILLA SITE RESOURCES  
701 S. Bethlehem Pike, Ambler PA

**SUBDIVISION PLAN**



**BOHLER ENGINEERING**  
 1000 BETHLEHEM PIKE, SUITE 200, UPPER MERION, PA 19086  
 TEL: 610-376-0000 FAX: 610-376-0001  
 WWW.BOHLERENGINEERING.COM

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**REVISIONS**

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |

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**CALL BEFORE YOU DIG**

1. Call before you dig. 2. Call before you dig. 3. Call before you dig.

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**NOT APPROVED FOR CONSTRUCTION**

DATE: \_\_\_\_\_

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**SUBDIVISION PLAN**

**LINDENWOLD RESIDENTIAL ASSOCIATES, I.L.C.**  
 THE MATTHEW ESTATES  
 701 S. BETHLEHEM PIKE  
 UPPER DUBLIN TOWNSHIP  
 MONTGOMERY COUNTY, PA

---

**BOHLER ENGINEERING**  
 1000 BETHLEHEM PIKE, SUITE 200, UPPER MERION, PA 19086  
 TEL: 610-376-0000 FAX: 610-376-0001  
 WWW.BOHLERENGINEERING.COM

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**BETHLEHEM**  
 PLANNING COMMISSION

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**SUBDIVISION PLAN**

DATE: \_\_\_\_\_

1 OF 2

REVISED 4-2011-07-27

**EXHIBIT B.I – INITIAL RESTORATION**  
**for a preservation easement for the**  
**MATTISON ESTATE / ST. MARY'S VILLA SITE RESOURCES**  
701 S. Bethlehem Pike, Ambler PA

**Initial Restoration**

All work shall be in accordance with drawings and specifications which shall be submitted to and approved by Grantee prior to the start of work. The scope outlined below is permitted to be altered if agreed to by the Grantor and Grantee, and concurred to by the Township.

Owner shall cause the Initial Restoration work to be completed on the Property within two years of executing a development agreement with the Township.

Please note that work on the Castle and the Gatehouse at Bethlehem Pike and the Gatehouse at Lindenwold Terrace are covered under separate easements and as such are explicitly excluded from this Deed of Easement.

**SUNKEN GARDEN**

There is no initial restoration related to the Sunken Garden required by this Deed of Easement.

**STONE ENTRANCES AND IRON GATES**

**Masonry**

Perform initial restoration consistent with "Perimeter Stone Walls" below.

**Metalwork**

At the three entrance gates (Bethlehem Pike at Church Street, corner of Bethlehem Pike & Lindenwold Terrace, and Lindenwold Terrace at Cedar Road), check for deteriorated paint and rust. Remove rust and deteriorated paint, prime with zinc rich primer, and repaint.

**PERIMETER STONE WALLS**

Perform a one-time mortar analysis to determine the appropriate type and ratio of cement, lime, and aggregate for the mortar to be used during future repairs.

Remove trees, weeds, and vines which have taken root in the mortar joints of the walls.

Rebuild the wall at locations where stone has fallen, become significantly dislodged from adjacent stone, or become displaced with sufficient mortar loss that stone can be easily dislodged by hand. To the extent practically possible, reuse stone from the wall for repairs.

## LAKE AND RETAINING WALLS

Perform work consistent with Memorandum of Agreement for St. Mary's Villa Lake Reduction and Stream Restoration (Exhibit E). Statuary located on the island will be retained consistent with the Memorandum of Agreement for St. Mary's Villa Lake Reduction and Stream Restoration (Exhibit E). This work is to be performed within the timeframe listed above, regardless of the status of the Villa Lake Reduction and Stream Restoration project.

## GAZEBO

### Masonry

Stabilize the structural cracks in the gazebo through the use of tension cables at the base of the roof, or other approved method. Repair cracks anywhere mortar is missing to a depth of ½" or greater, using a mortar mix determined from a mortar analysis to determine the type and ratio of cement, lime, and aggregate.

### Roof & Ceiling

Repair the wood shingled roof, replacing damaged shingles and metal flashing in-kind. Repair the beaded board ceiling, replacing damaged boards in-kind. Reattach displaced metal cresting and repair metal elements. Prep prime and repaint painted metal and wood elements.

## FORMAL GARDENS

There is no initial restoration related to the Formal Gardens required by this Deed of Easement.

## STATUARY

Retain the following statues in their current locations. Statues may be removed if necessary to facilitate construction, with the understanding that they be returned to their current locations upon completion of construction.

- Statue located at Loch Linden Lake, Exhibit C 11
- Statues (16) on and at site walls at "Bridge" near Gazebo, Exhibit C 9
- Statues (4) on the Gate at the intersection of Lindenwold Terrace and Bethlehem Pike, Exhibit C 1

Repair or restoration of these statues is not a requirement, with the exception of the Angel statue located at Loch Linden Lake, Exhibit C 11, which is to be kept in an intact condition.

See Exhibit B.II for a discussion of other statuary on the Property.

## SPRINGHOUSE

There is no initial restoration related to the Springhouse required by this Deed of Easement.

**EXHIBIT B.II – PERMITTED FUTURE RESTORATION & ALTERATIONS**  
**for a preservation easement for the**  
**MATTISON ESTATE / ST. MARY’S VILLA SITE RESOURCES**  
**701 S. Bethlehem Pike, Ambler PA**

**Optional Future Restoration & Permitted Future Alterations**

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

Grantor is permitted, but not required, to restore and to make certain alterations to the Resources as set forth below. Notification to the Grantee of the intent to perform such work is required, with the understanding that approval of such work may not be unreasonably withheld and that such approval will not take more than 30 calendar days. Work not listed below also may be permitted with the approval of the Grantee 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 work on the Castle and the Gatehouse at Bethlehem Pike and the Gatehouse at Lindenwold Terrace are covered under a separate easement and as such are explicitly excluded from this Deed of Easement.

**GENERAL**

Grantor may replace materials in-kind (matching material, configuration, and finish). If in-kind materials are not reasonably available, compatible replacement materials may be permitted. Grantor may restore missing original elements if such restoration work is based on photographic, physical, or other documentary evidence.

**SUNKEN GARDEN**

This area is to be retained as an open area, with the remains of the existing sunken garden allowed to be removed, although it is preferable that the retaining walls associated with the garden remain intact. Limited infill is proposed for the site and may obscure a portion of the exposed wall and other features of the garden, as long as the arcature band remains visible.

The retaining wall and land bridge to the east of the sunken garden will be retained. Statuary in this area will be treated consistent with the "Statuary" section outlined elsewhere in Exhibit B.II & B.III.

#### STONE ENTRANCES AND IRON GATES

The removal of St. Mary's Home signage at the corner of Bethlehem Pike & Lindenwold Terrace is permitted, but discouraged.

Otherwise, these elements shall be maintained as per Exhibit B.III "Minimum Maintenance Requirements."

#### PERIMETER STONE WALLS

Creation of a new vehicular entry, including the removal of a portion of the perimeter stone wall and the addition of new pier elements to define entry, is permitted. The new pier elements must be distinguishable, but keeping in line with the historic character of the site walls and other gate entrances. Stone removed to create the entrance should be stored in site for quarrying when needed.

Otherwise, these elements shall be maintained as per Exhibit B.III "Minimum Maintenance Requirements."

#### LAKE AND RETAINING WALLS

These elements are permitted to be modified consistent with the documents entitled "St. Mary's Villa Stream Restoration" prepared by Skelley & Loy (Exhibit E).

Portions of the walls will be removed consistent with Exhibit D. The remaining walls are to be retained in their current state, with no intervention required and can be removed if condition becomes hazardous. The spillway is to remain intact following any alterations to Loch Linden.

#### GAZEBO

This element shall be maintained as per Exhibit B.III "Minimum Maintenance Requirements."

#### FORMAL GARDENS

This area is to be retained as an open area, with the remains of the existing formal garden allowed to be removed. Statuary in this area will be treated consistent with the "Statuary" section outlined elsewhere in Exhibit B.II. & B.III.

Consistent with the Land Development Plan, Exhibit D, a driveway with landscaped median is permitted.

#### STATUARY

The Statuary identified in Exhibit B.I is intended to remain in its current locations. Relocation / removal may be permitted with the approval of the Grantee and the Township. Temporary relocation on or off site is permitted during construction for the purposes of protecting the statues with the approval of the Grantee and the Township.

Other landscape statuary identified as having artistic or historic value may be retained in place, moved to another location on site, or removed from the site. The Grantee is to be notified at least 30 days prior to the removal of any statuary in this category, so as to provide the Grantee with the opportunity to find a potential recipient to remove and take possession of it. Any statuary may be repaired, replaced in kind, left in place in a non-functioning condition, or removed if in poor condition, with the exception of the Angel statue located at Loch Linden Lake, Exhibit C 11, which is to be kept in an intact condition.

The retention of statuary does not carry an obligation for maintenance, preservation, or restoration; as such, this scope is not covered by this Deed of Easement. The Grantor may choose to repair, preserve, restore, or replicate statuary; repairs or replacement may be performed either in-kind or with compatible materials.

#### SPRINGHOUSE

The Springhouse is to remain as an intact ruin.

**EXHIBIT B.III – MINIMUM MAINTENANCE PROGRAM**  
**for a preservation easement for the**  
**MATTISON ESTATE / ST. MARY'S VILLA SITE RESOURCES**  
**701 S. Bethlehem Pike, Ambler PA**

It is the Grantor's responsibility to maintain the Site Resources, to comply with all applicable codes and ordinances, and to take adequate provisions for the protection of life and property. It is understood that the below maintenance program is to be undertaken by the Grantor and is separate and independent of the regular inspections undertaken by the Grantee. To the extent that Grantee's interest is involved, Grantor shall adhere to a maintenance schedule with respect to the property at least as stringent as that set forth below. Grantor shall keep reasonable records with respect to inspection and replacement and shall make such records available for inspection by Grantee at the property during normal working hours, upon written notice from Grantee.

**SUNKEN GARDEN**

This area is to be retained as an open area. Any statuary in this area will be treated consistent with the Minimum Maintenance requirements outlined in the "Statuary" section below.

**STONE ENTRANCES & IRON GATES**

Inspection Schedule: Once per Year.

Operation:

- a. Check the Stone Entrances and Iron Gates following the Maintenance Program outlined above for the following elements:
  1. Stonework & Masonry
  2. Metal Railings, Gates, and Grilles

**PERIMETER STONE WALLS**

Inspection Schedule: Once per Year.

Operation:

- a. Check the Perimeter Stone Walls following the Maintenance Program outlined above for the following elements:
  1. Stonework & Masonry

**LAKE & RETAINING WALLS**

Inspection Schedule: Once per Year.

Operation:

- a. Check the Lake & Retaining Walls to assess the general condition of the Angel Statue and the island upon which it rests.

#### GAZEBO

Inspection Schedule: Once per Year.

#### Operation:

- a. Check the Gazebo will receive the Maintenance Program outlined above for the following elements:
  1. Stonework & Masonry
  2. Metal Railings, Gates, and Grilles
  3. Roof (replacing the word "slate" with "shingles")
  4. Flashing
  7. Woodwork
  10. Paint
  12. Structural Elements

#### FORMAL GARDENS

This area is to be retained as an open area. Any statuary in this area will be treated consistent with the Minimum Maintenance requirements outlined in the "Statuary" section below.

#### STATUARY

Inspection Schedule: Once per Year.

#### Operation:

- a. Perform a general review of historic statuary identified in Exhibit B.1 to assess its general condition. The Grantor is encouraged, but not obligated, to undertake restoration of this statuary, with the exception of the Angel statue at Loch Linden Lake, which is to be kept in an intact condition.
- b. Perform a general review of the other historic statuary remaining on the property to assess its general condition. Signs of deterioration or failure are to be noted. The Grantor is encouraged, but not obligated, to undertake restoration of this statuary.
- c. Restoration, if undertaken, shall include the following:
  - Retain original pieces whenever possible, without the application of any surface treatment or covering. Infill holes and open cracks with appropriate fill that matches surrounding in color, texture, and appearance.
  - If significant cracks, surface spalling, or material deterioration is found, review condition with qualified materials conservator.
  - Clean statuary with materials and techniques which will not damage statuary. Sandblasting, wire brushes, grinders, sanding discs, and other abrasive methods shall not be used, nor shall any harsh chemical which weakens the masonry be applied.
  - Any restoration procedures shall be based on test patches performed in an inconspicuous location on the statuary.
  - Any restoration procedures shall be reviewed and approved by Grantee prior to start of work.

#### SPRINGHOUSE

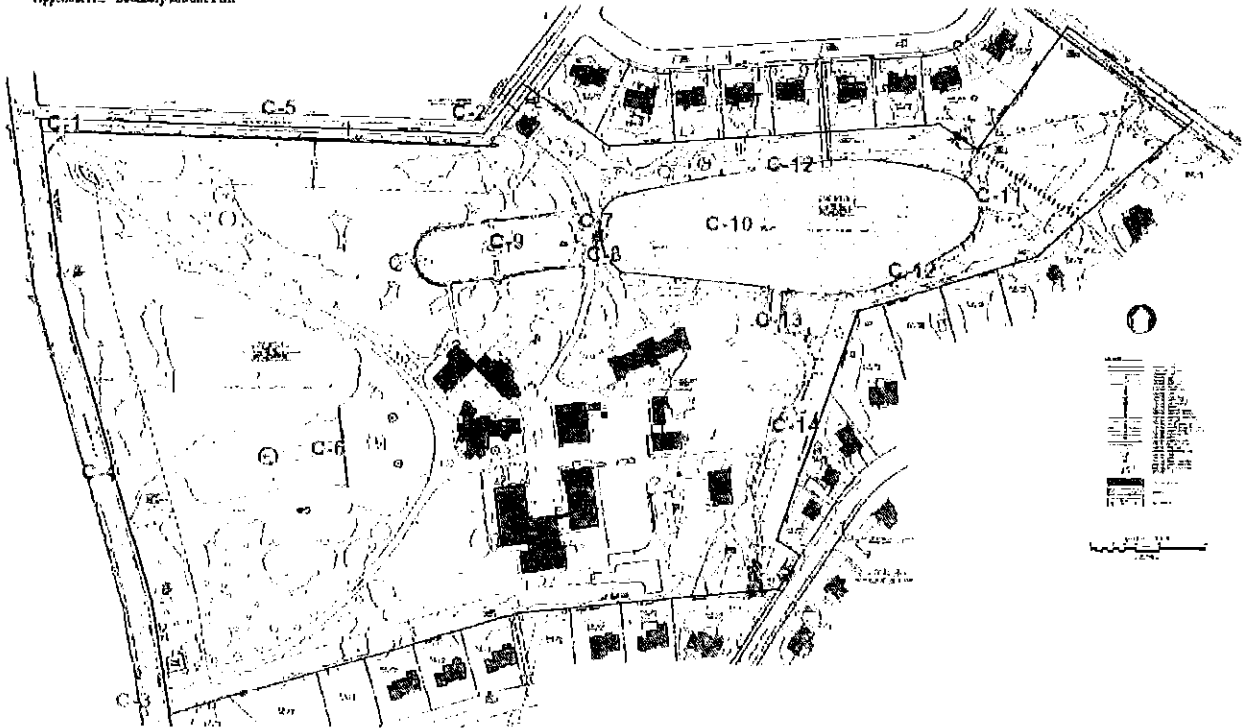
Inspection Schedule: Once per Year.

**Operation:**

- d. The area around the Springhouse is to be kept clear of brush, trees, shrubs, and invasive growth species, and no elements associated with the ruins are permitted to be removed or relocated.
- e. No routine maintenance other than noted above is required.

**Exhibit C-0**  
**for a Preservation Easement: Mattison Estate Site Resources**  
**MATTISON ESTATE / ST. MARY'S VILLA**  
**701 S. Bethlehem Pike, Ambler PA**  
**Existing Conditions August 2017**

Appendix A.2 - Boundary and Site Plan



**Protected Site Features :**

- C-1: Main Gate**
- C-2: Lindenwold Gate**
- C-3: Bethlehem Gate**
- C-4: Bethlehem Pike Perimeter Wall**
- C-5: Lindenwold Terrace Perimeter Wall**
- C-6: Formal Garden**
- C-7: Gazebo**
- C-8: Land Bridge and Statuary**
- C-9: Sunken Garden Walls**
- C-10: Angel Island and Statuary**
- C-11: Loch Linden Archway**
- C-12: Loch Linden Retaining Walls**
- C-13: Loch Linden Spillway**
- C-14: Springhouse Ruin**
- C-15: Miscellaneous Statuary (throughout site)**

**Exhibit C-1**  
**for a Preservation Easement: Mattison Estate Site Resources**  
**MATTISON ESTATE / ST. MARY'S VILLA**  
**701 S. Bethlehem Pike, Ambler PA**  
**Existing Conditions August 2017**



**Main Gate**  
**Top: Facing southeast**  
**Bottom left: Gate detail facing northwest**  
**Center right: Lion statuary detail**  
**Bottom right: Urn detail**

The main gate stands at the northwest corner of the grounds at the intersection of Bethlehem Pike and Lindenwold Terrace. Four fieldstone posts frame a central double-leaf gate flanked by a pair of single-leaf side gates, all featuring ornate wrought-iron ornamentation. Stone lions and urns cap the posts; the taller central pair is each inscribed "Lindenwold." The two bronze plaques and an arched wrought-iron "Saint Mary's Home" sign spanning between the central posts do not date to the Mattison era and are not protected by this easement.

**Exhibit C-2**  
**for a Preservation Easement: Mattison Estate Site Resources**  
**MATTISON ESTATE / ST. MARY'S VILLA**  
**701 S. Bethlehem Pike, Ambler PA**  
**Existing Conditions August 2017**

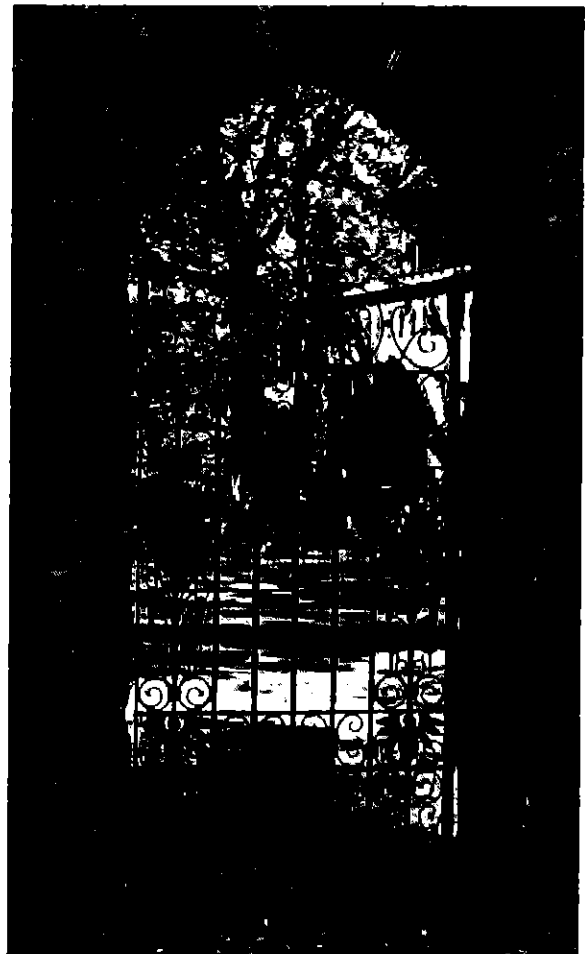


**Lindenwold Gate**

**Top: Facing northwest**

**Right: Side gate detail**

The Lindenwold Gate stands on the north side of the grounds adjacent to the Lindenwold Gatehouse. It features a pair of castellated fieldstone arches embellished with buttresses, arcatures, and crenellated rooflines. Ornate single-leaf wrought-iron gates span each flanking pointed archway.

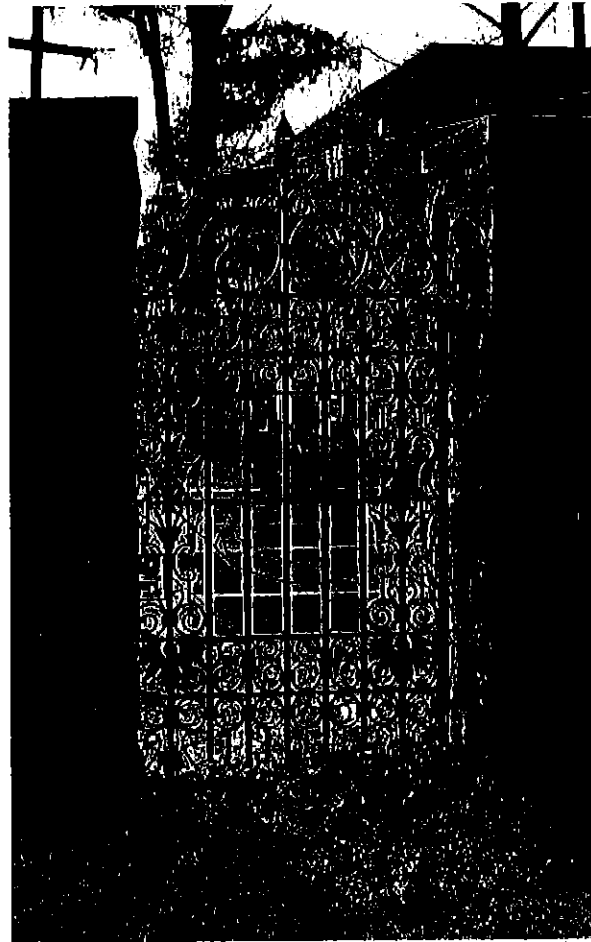


**Exhibit C-3**  
**for a Preservation Easement: Mattison Estate Site Resources**  
**MATTISON ESTATE / ST. MARY'S VILLA**  
**701 S. Bethlehem Pike, Ambler PA**  
**Existing Conditions August 2017**

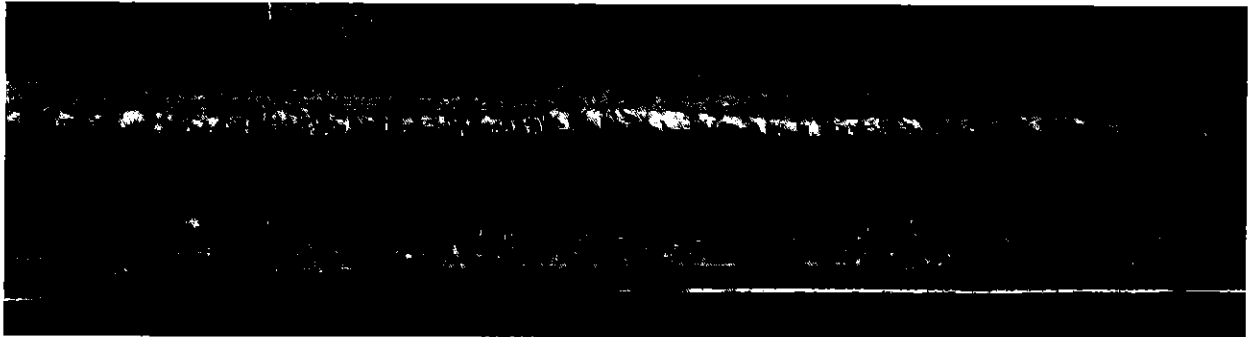


**Bethlehem Gate**  
**Top: Facing west**  
**Right: Gate detail**

The Bethlehem Gate stands at the southwest corner of the grounds adjacent to the Bethlehem Gatehouse. Is it composed of simple unadorned fieldstone piers with a single wrought-iron gate.



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



**Bethlehem Pike perimeter wall:**

A low fieldstone wall marks the perimeter of the property along Bethlehem Pike. The wall features random ashlar and rubble coursing topped by semi-rounded capstones and marked intermittently by square posts.



**Exhibit C-5**  
**for a Preservation Easement: Mattison Estate Site Resources**  
**MATTISON ESTATE / ST. MARY'S VILLA**  
**701 S. Bethlehem Pike, Ambler PA**

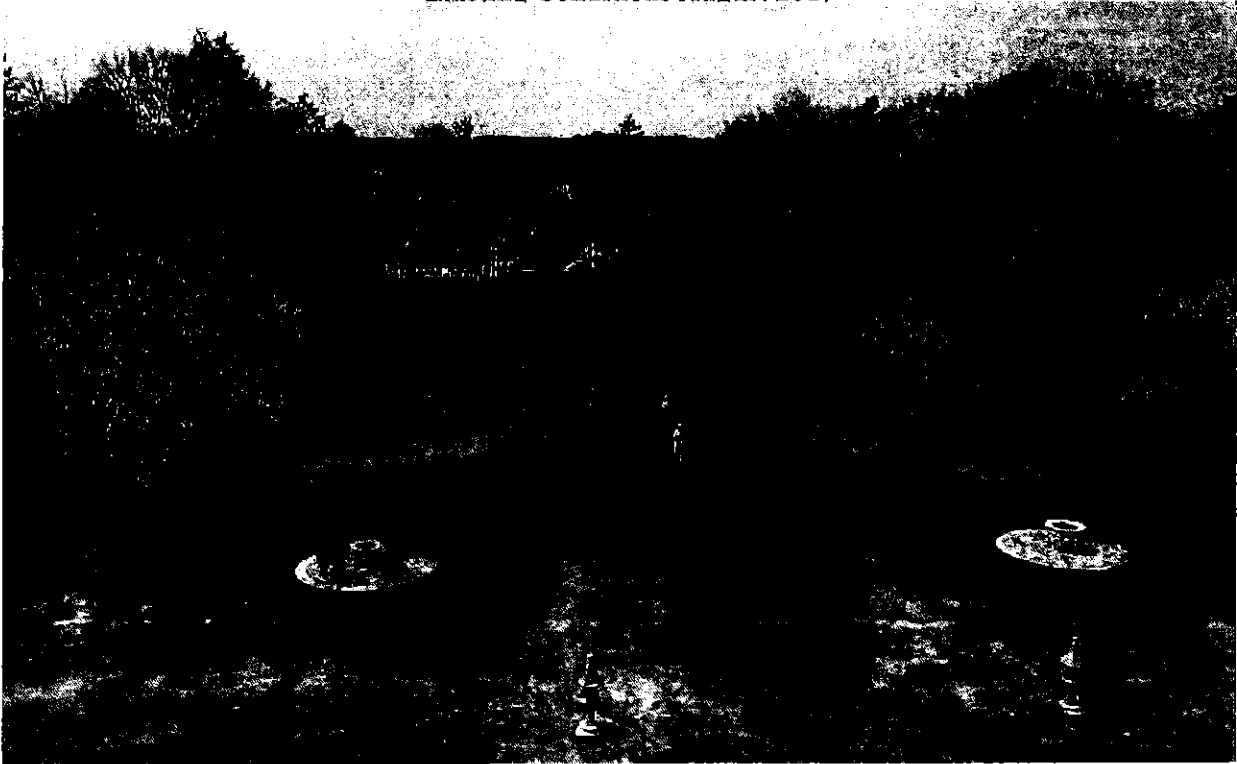


**Lindenwold Terrace perimeter wall:**

A low fieldstone wall marks the perimeter of the property along Lindenwold Terrace. The wall generally features random ashlar and rubble coursing topped by semi-rounded capstones. It sits adjacent to a concrete sidewalk running parallel to Lindenwold Terrace.



**Exhibit C-6**  
**for a Preservation Easement: Mattison Estate Site Resources**  
**MATTISON ESTATE / ST. MARY'S VILLA**  
**701 S. Bethlehem Pike, Ambler PA**  
**Existing Conditions August 2017**



**Formal Garden**

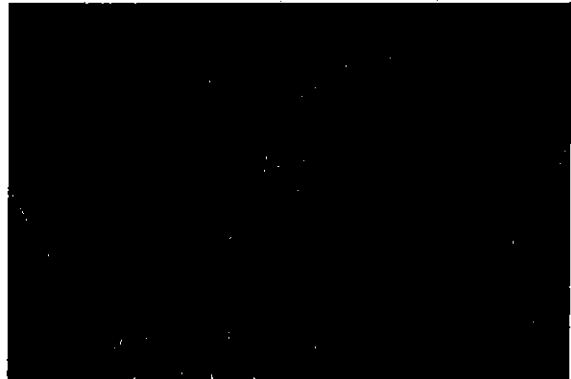
**Top: Facing west from Castle roof**

**Bottom left: Raised bed at western end of lower lawn (facing east)**

**Bottom right: Stone wall and steps between upper and lower lawns (facing east)**

A two-tiered formal garden lies to the west of, and on axis with, the Main Castle. It features a wide upper lawn and a long lower lawn separated by a low stone retaining wall and steps. The upper lawn features a central circular hedgerow flanked by two circular planters. The lower yard features a circular stone planting bed and two rows of hedges running down its center.

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



**Gazebo**

**Left: Facing east**

**Top right: Iron gate detail**

**Bottom right: Interior ceiling detail**

An octagonal gazebo structure stands to the west of Loch Linden midway along a land bridge separating the lake from a sunken garden to the west. The fieldstone gazebo features open pointed arches, an arcature band, and is capped by a broad overhanging shingled roof with blind shingled dormers capped by cresting and finials. An eagle statue marks the pinnacle of the peaked roof. The gazebo interior is covered by a painted beadboard ceiling. A low wrought-iron gate spans the east-facing arch and includes "Loch Linden" lettering.

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

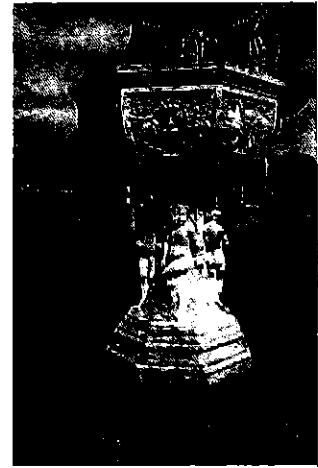
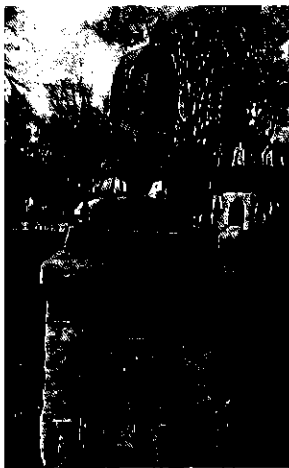


**Land Bridge and Statuary**

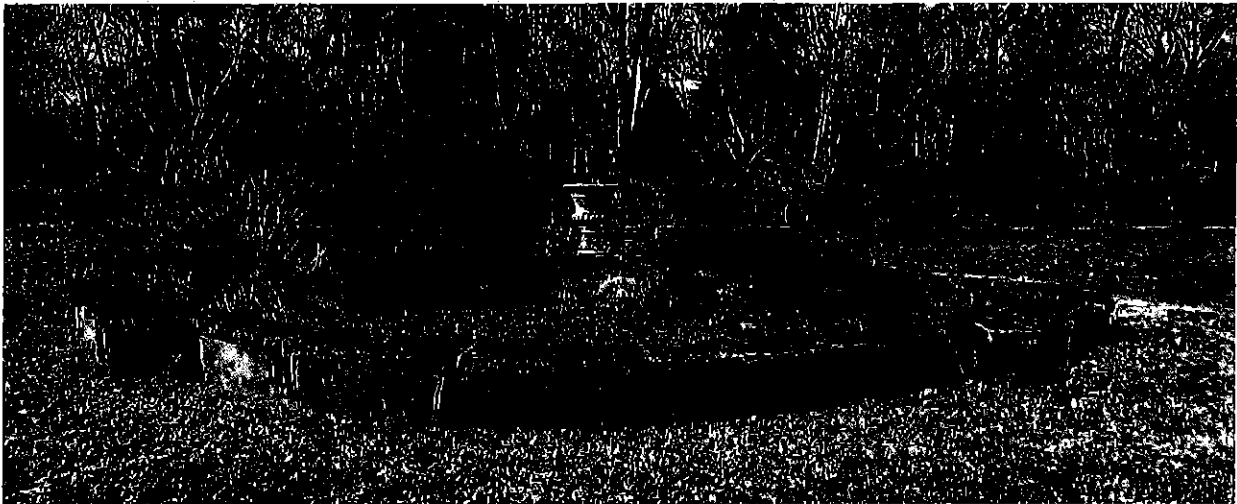
**Above: Facing south**

**Below: (Left to Right) Sphinx (typical); Guardian Dog (typical); Lion (typical); Urn**

The land bridge carries a paved drive between Loch Linden and the adjacent sunken garden to the west. The bridge is lined along each side by a stone wall. Stone sphinxes sit atop each of the four end piers. The eastern wall (facing the lake) features five stone Chinese-style guardian dog statues; the western wall (facing the garden) features four Chinese-style guardian dog statues and two stone lions. A half-round redoubt opposite the gazebo features an ornamented stone urn planter.



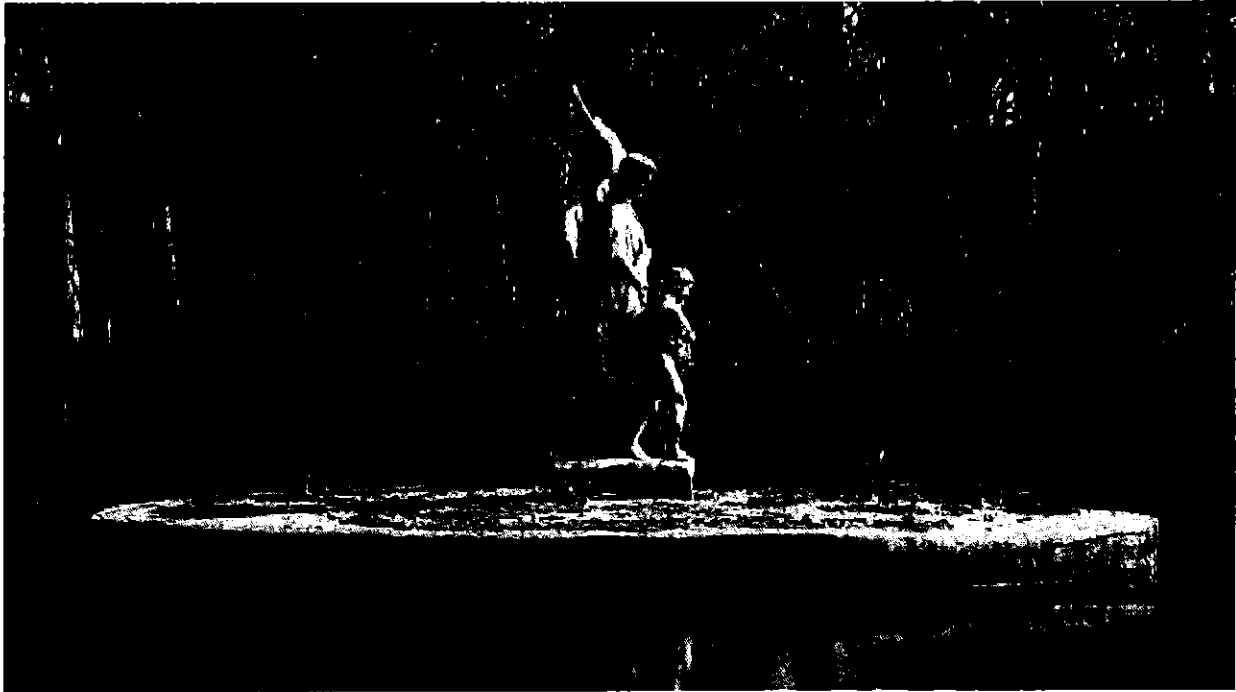
**Exhibit C-9**  
**for a Preservation Easement: Mattison Estate Site Resources**  
**MATTISON ESTATE / ST. MARY'S VILLA**  
**701 S. Bethlehem Pike, Ambler PA**  
**Existing Conditions August 2017**



**Sunken Garden Walls**  
**Top: Facing east**  
**Bottom: Facing west**

A sunken garden to the west of the lake is enclosed by a perimeter stone retaining wall of varying height. Its most prominent portion is the exposed western face of the adjacent land bridge, embellished with an ornamental arcature band.

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

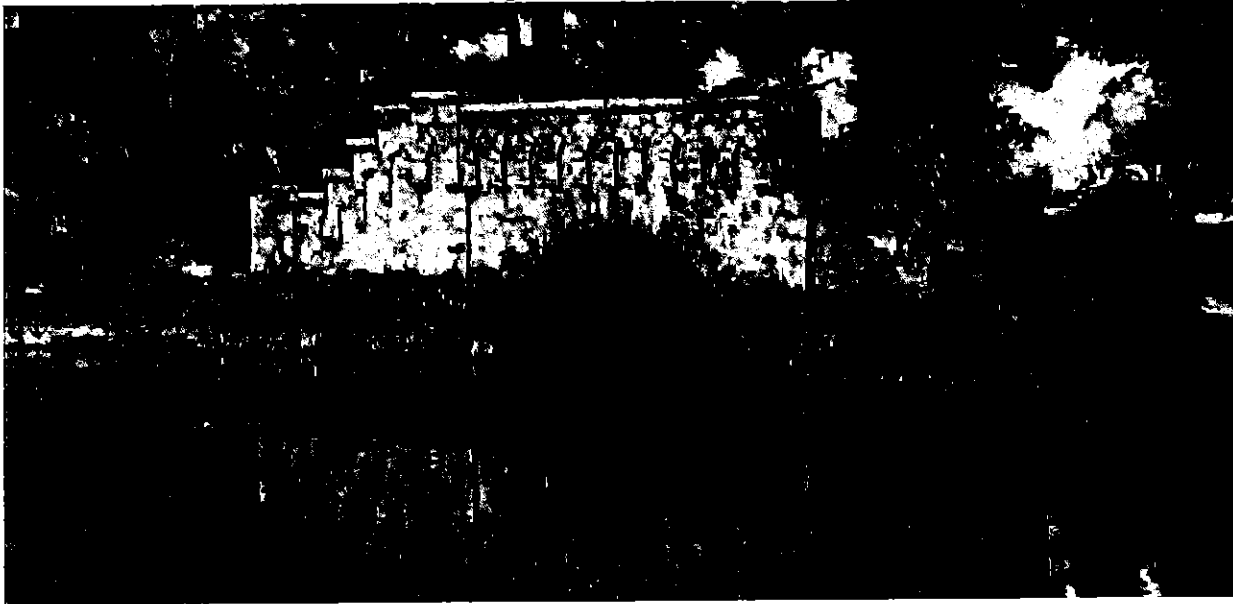


**Angel Island and Statuary:**  
**Facing south (top) and east (right)**

A round concrete podium in the middle of Loch Linden supports a marble statue depicting an angel and two children. The podium and statuary stand on axis with the gazebo to the west and a stone arch to the east.



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



**Loch Linden Arch:**  
**Facing northeast (top) and**  
**northwest (right)**

The eastern head of Loch Linden is marked by a stepped fieldstone arch and causeway. The west face of the arch is capped by an arcature band.



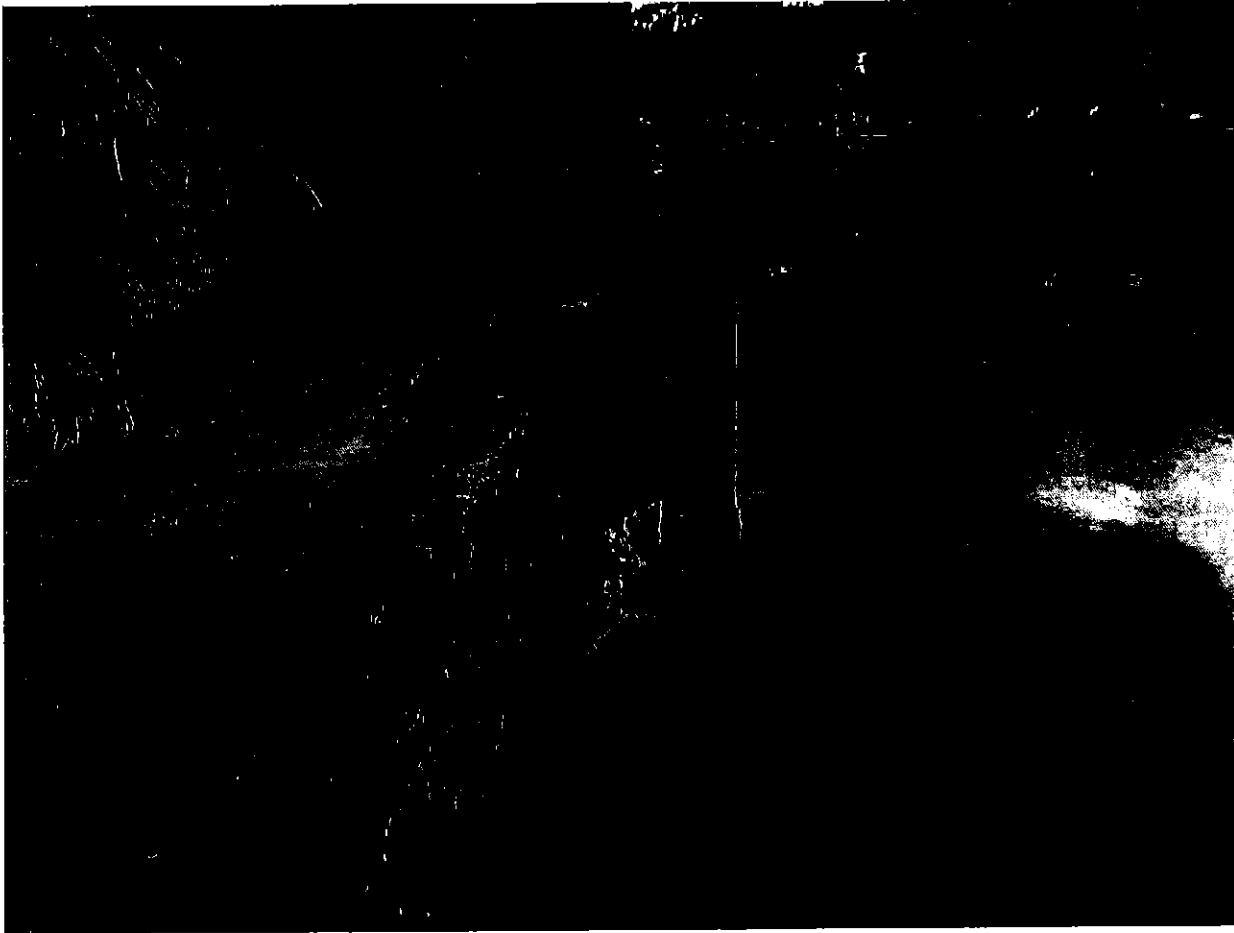
**Exhibit C-12**  
**for a Preservation Easement: Mattison Estate Site Resources**  
**MATTISON ESTATE / ST. MARY'S VILLA**  
**701 S. Bethlehem Pike, Ambler PA**  
**Existing Conditions August 2017**



**Loch Linden retaining walls:**

The perimeter of Loch Linden is defined by concrete-faced stone retaining walls with low square piers. The condition of the wall varies greatly, with some areas of deterioration and displacement.

**Exhibit C-13**  
**for a Preservation Easement: Mattison Estate Site Resources**  
**MATTISON ESTATE / ST. MARY'S VILLA**  
**701 S. Bethlehem Pike, Ambler PA**  
**Existing Conditions August 2017**



**Loch Linden spillway (facing west):**

A concrete-faced spillway is located along the southern edge of Loch Linden.

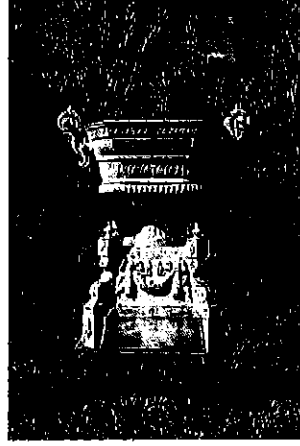
**Exhibit C-14**  
**for a Preservation Easement: Mattison Estate Site Resources**  
**MATTISON ESTATE / ST. MARY'S VILLA**  
**701 S. Bethlehem Pike, Ambler PA**  
**Existing Conditions August 2017**



**Springhouse ruin (facing east):**

A former fieldstone springhouse stands in ruins at the eastern edge of the grounds. These ruins are to be retained in their current state, with no intervention required.

**Exhibit C-15**  
**for a Preservation Easement: Mattison Estate Site Resources**  
**MATTISON ESTATE / ST. MARY'S VILLA**  
**701 S. Bethlehem Pike, Ambler PA**  
**Existing Conditions August 2017**



**Urns:**

Urns in a variety of materials and styles are located throughout the grounds, particularly in the formal and sunken gardens.



**Lanterns:**

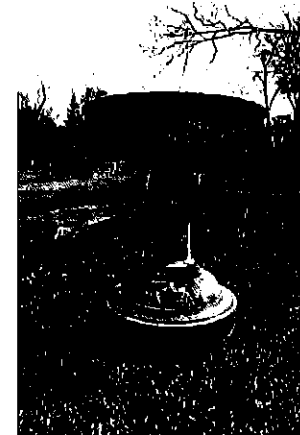
Japanese stone lanterns of various designs are located along the main drive and in the formal garden.

**Miscellaneous statuary**

Left: Bronze vulture on stone base near Castle.

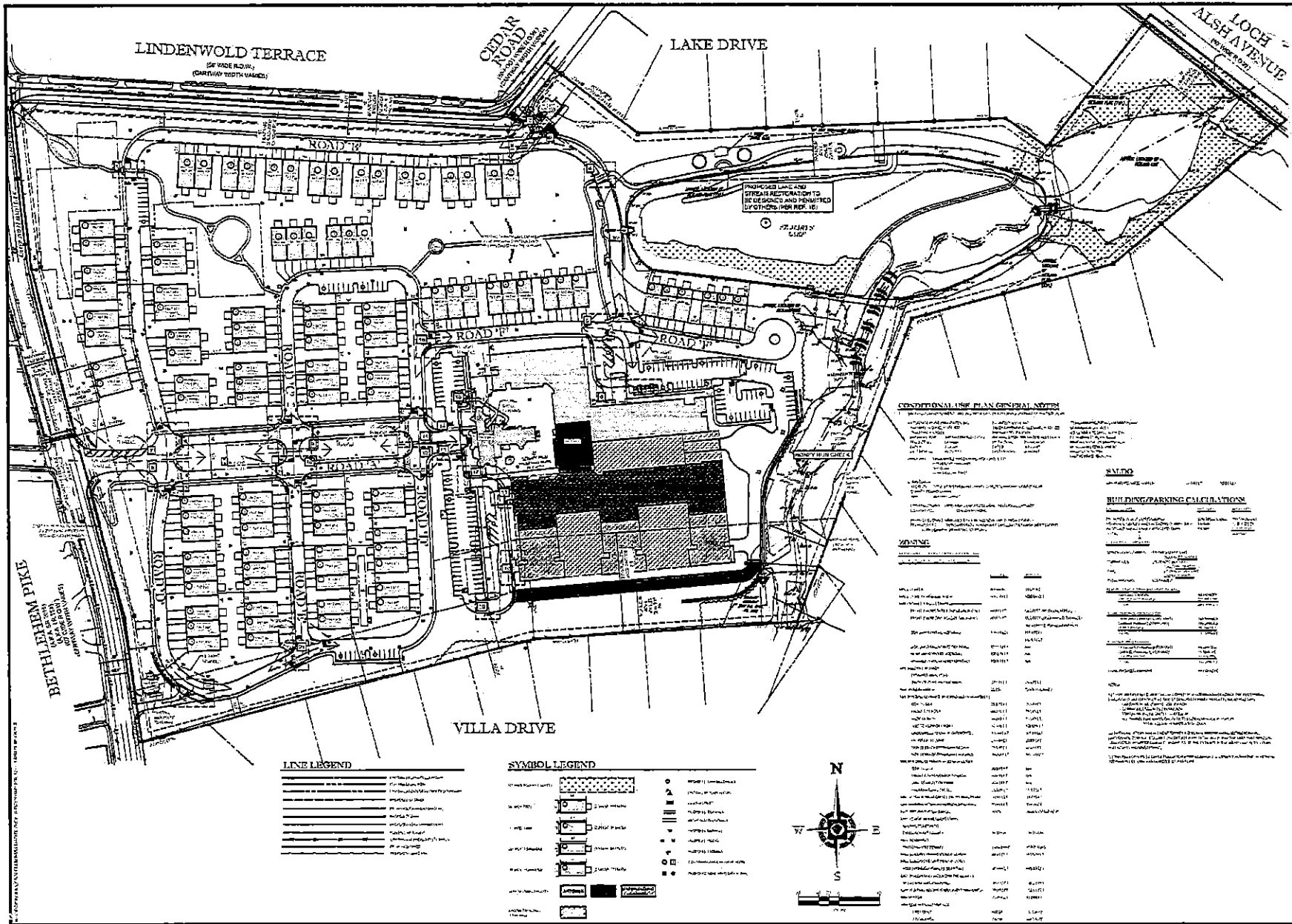
Center: Stone lion in sunken garden.

Right: Stone vase in raised bed behind main gate.



**EXHIBIT D**  
Final Development Plan  
**for a**  
**preservation easement**  
**for the**  
MATTISON ESTATE SITE RESOURCES / ST. MARY'S VILLA  
701 S. Bethlehem Pike, Ambler PA

**EXHIBIT D**  
Final Development Plan



**BOHLER ENGINEERING**  
 1100 MARKET STREET, SUITE 200  
 CHALMERS, PENNSYLVANIA 19002  
 PHONE: 610-381-8300  
 FAX: 610-381-8302  
 www.BohlerEngineering.com

**REVISIONS**

| NO. | DATE     | DESCRIPTION            | BY |
|-----|----------|------------------------|----|
| 1   | 01/20/11 | ISSUED FOR PERMITS     | JK |
| 2   | 02/01/11 | REVISED LOTS AND DRIVE | JK |
| 3   | 02/01/11 | REVISED DRIVE WIDTH    | JK |
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**PRELIMINARY/FINAL LAND DEVELOPMENT PLAN**  
 LINDENWOLD RESIDENTIAL ASSOCIATES, LLC  
 THE BLANTISSON ESTATES  
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 MONTGOMERY COUNTY, PA

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 1100 MARKET DRIVE, SUITE 200  
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**EA BRITZ**  
 PROFESSIONAL ENGINEER  
 PENNSYLVANIA LICENSE NO. 15150

**OVERALL SITE PLAN**

SHEET NUMBER  
**3**  
 OF 24  
 REVISION 12-28-11 12:57

**CONDITIONAL LINE PLAN GENERAL NOTES**

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES SHOWN AND HAS FOUND THEM TO BE CORRECTLY LOCATED AND DEPTHS TO BE AS SHOWN. THE ENGINEER HAS NOT CONDUCTED TESTS OF THE UTILITIES AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE UTILITIES SHOWN. THE ENGINEER HAS NOT CONDUCTED TESTS OF THE UTILITIES AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE UTILITIES SHOWN.

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**BUILDING/PARKING CALCULATION**

| ITEM  | AREA (SQ FT) | TYPE        | REMARKS               |
|-------|--------------|-------------|-----------------------|
| 1     | 10000        | RESIDENTIAL | RESIDENTIAL BUILDINGS |
| 2     | 5000         | PARKING     | PARKING SPACES        |
| 3     | 2000         | COMMON      | COMMON AREAS          |
| 4     | 1000         | UTILITY     | UTILITY BUILDINGS     |
| 5     | 500          | LANDSCAPE   | LANDSCAPE AREAS       |
| 6     | 200          | DRIVE       | DRIVE AREAS           |
| 7     | 100          | WALKWAY     | WALKWAY AREAS         |
| 8     | 50           | BIKEWAY     | BIKEWAY AREAS         |
| 9     | 25           | TRAIL       | TRAIL AREAS           |
| 10    | 10           | WATER       | WATER AREAS           |
| 11    | 5            | SEWER       | SEWER AREAS           |
| 12    | 2            | ELECTRIC    | ELECTRIC AREAS        |
| 13    | 1            | TELEPHONE   | TELEPHONE AREAS       |
| 14    | 0.5          | OTHER       | OTHER AREAS           |
| TOTAL | 18075        |             | TOTAL AREA            |

**LINE LEGEND**

| LINE STYLE | DESCRIPTION        |
|------------|--------------------|
| —————      | PROPERTY LINE      |
| —————      | EXISTING DRIVE     |
| —————      | EXISTING WALKWAY   |
| —————      | EXISTING BIKEWAY   |
| —————      | EXISTING TRAIL     |
| —————      | EXISTING WATER     |
| —————      | EXISTING SEWER     |
| —————      | EXISTING ELECTRIC  |
| —————      | EXISTING TELEPHONE |
| —————      | EXISTING OTHER     |
| —————      | PROPOSED DRIVE     |
| —————      | PROPOSED WALKWAY   |
| —————      | PROPOSED BIKEWAY   |
| —————      | PROPOSED TRAIL     |
| —————      | PROPOSED WATER     |
| —————      | PROPOSED SEWER     |
| —————      | PROPOSED ELECTRIC  |
| —————      | PROPOSED TELEPHONE |
| —————      | PROPOSED OTHER     |

**SYMBOL LEGEND**

| SYMBOL | DESCRIPTION                   |
|--------|-------------------------------|
| ○      | EXISTING DRIVE CENTERLINE     |
| ○      | EXISTING WALKWAY CENTERLINE   |
| ○      | EXISTING BIKEWAY CENTERLINE   |
| ○      | EXISTING TRAIL CENTERLINE     |
| ○      | EXISTING WATER CENTERLINE     |
| ○      | EXISTING SEWER CENTERLINE     |
| ○      | EXISTING ELECTRIC CENTERLINE  |
| ○      | EXISTING TELEPHONE CENTERLINE |
| ○      | EXISTING OTHER CENTERLINE     |
| ○      | PROPOSED DRIVE CENTERLINE     |
| ○      | PROPOSED WALKWAY CENTERLINE   |
| ○      | PROPOSED BIKEWAY CENTERLINE   |
| ○      | PROPOSED TRAIL CENTERLINE     |
| ○      | PROPOSED WATER CENTERLINE     |
| ○      | PROPOSED SEWER CENTERLINE     |
| ○      | PROPOSED ELECTRIC CENTERLINE  |
| ○      | PROPOSED TELEPHONE CENTERLINE |
| ○      | PROPOSED OTHER CENTERLINE     |



**EXHIBIT E**

**Memorandum of Agreement for St. Mary's Villa Lake  
Reduction and Stream Restoration**

**for a  
preservation easement**

**for the**

**MATTISON ESTATE SITE RESOURCES / ST. MARY'S VILLA  
701 S. Bethlehem Pike, Ambler PA**



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY

PHILADELPHIA DISTRICT CORPS OF ENGINEERS  
WANAMAKER BUILDING, 100 PENN SQUARE EAST  
PHILADELPHIA, PENNSYLVANIA 19107-3390

*Army*

Regulatory Branch  
Application Section II

SUBJECT: CENAP-OP-R-2013-00631: St. Mary's Villa Lake Reduction and Stream  
Restoration, Upper Dublin Township, Montgomery County, Pennsylvania

Anthony Guy Lopez  
Historic Preservation Specialist  
Advisory Council on Historic Preservation  
401 F Street NW, Suite 308  
Washington DC 20001-2637

Dear Mr. Lopez:

The U.S. Army Corps of Engineers, Philadelphia District (USACE) has enclosed the  
executed Memorandum of Agreement (MOA) for the above referenced project.

Thank you for your cooperation in this review process. Should you have any questions  
please contact me at the above address or via email at [Nicole.c.minnichbach@usace.army.mil](mailto:Nicole.c.minnichbach@usace.army.mil) or  
by calling 215-656-6556.

Respectfully,

Nicole Cooper Minnichbach  
Cultural Resource Specialist and Tribal Liaison

Enclosure

CF  
PHMC  
Lindenwold Residential Associates, LLC  
Preservation Alliance for Greater Philadelphia

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
UNITED STATES ARMY CORPS OF ENGINEERS (USACE)  
AND THE  
PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER (PASHPO)  
AND  
LINDENWOLD RESIDENTIAL ASSOCIATES LLC  
PURSUANT TO 36 CFR § 800.6(b)(1) AND 33 CFR PART 325 APPENDIX C  
REGARDING THE ST. MARY'S VILLA LAKE REDUCTION  
AND STREAM RESTORATION,  
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

WHEREAS, Lindenwold Residential Associates LLC of Ambler, Pennsylvania (Lindenwold Residential) is proposing to reduce St. Mary's Villa Lake and restore the stream channel (Project) on the St. Mary's Villa property located in Upper Dublin Township, Montgomery County, Pennsylvania; and

WHEREAS, the Project is within the St. Mary's Villa property, which was called historically Lindenwold (Richard V. Mattison Estate; herein referred to as St. Mary's Villa property), and is eligible for listing on the National Register of Historic Places (NRHP); and

WHEREAS, the Project requires a Department of the Army, Clean Water Act Section 404 permit, and the Philadelphia District, U.S. Army Corps of Engineers (USACE) is the responsible Federal Agency for issuing the permit; and WHEREAS, the work and/or discharge associated with the Project that requires a Department of the Army permit is considered an Undertaking as defined in Section 106 of the National Historic Preservation Act (16 USC. 470f), and is therefore subject to that law; and

WHEREAS, USACE must demonstrate compliance with Section 106 of the NHPA prior to issuing any Department of the Army Permits pursuant to Section 404 of the Clean Water Act, and is considering the effects of the Project for the purposes of compliance with Section 106 of the NHPA as part of the overall permitting process; and

WHEREAS, USACE consulted with the Pennsylvania State Historic Preservation (PASHPO) in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. §470f); 36 C.F.R. Part 800; 33 C.F.R. Part 325, Appendix C; and

WHEREAS, USACE and PASHPO concur that the Permit Area for the Project includes the limits of disturbance caused by the Project; and

WHEREAS, USACE and PASHPO concur that the Project will result in an adverse effect to the St. Mary's Villa property as it includes the alteration of Loch Linden, which is a contributing resource; and

WHEREAS, USACE consulted with the PASHPO in accordance with Section 106 of the NHPA, it's implementing regulations (36 CFR § 800) and the USACE implementing regulations (33 CFR § 325 Appendix C, 8-10) to mitigate for the adverse effect of the Project on the St. Mary's Villa property; and

WHEREAS, USACE consulted with the following consulting parties regarding the effects of the Project on historic properties and afforded them the opportunity to comment on the Project and mitigation: the Upper Dublin Township Historical Commission, the Historical Society of Fort Washington, and the Historical Society of Pennsylvania, and the Upper Dublin Township Historical Commission

WHEREAS, USACE invited the Delaware Nation, the Delaware Tribe, the Eastern Shawnee Tribe of Oklahoma, the Oneida Indian Nation, The St. Regis Mohawk, The Seneca Nation of Indians, and the Stockbridge-Munsee Community of Mohican Indians into formal Government to Government consultation; and

WHEREAS, the Advisory Council on Historic Preservation (ACHP) was notified on DATE of the adverse effect determination via electronic submission to the e106 web portal on February 26, 2018, in accordance with 36 CFR Part 800.6(a)(1) and Appendix C, but declined to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii) as indicated in their communication dated March 5, 2018.

WHEREAS, Lindenwold Residential participated in the consultation and has been invited to concur in this Memorandum of Agreement (MOA); and

WHEREAS, the Preservation Alliance for Greater Philadelphia (the Preservation Alliance) has been invited to concur in this MOA as a party responsible for the implementation of mitigation stipulations; and

NOW, THEREFORE, the USACE, the PASHPO, Lindenwold Residential, and the Preservation Alliance agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

#### **Stipulations**

USACE shall ensure that Lindenwold Residential will implement the following stipulations:

1. Prior to the alteration of Loch Linden, Lindenwold Residential will carry out the following measures in consultation with the Preservation Alliance:
  - a) Prepare scaled drawings depicting, in plan form, the layout of the Lake, including the elements listed in the paragraph below in Subparagraphs 2 a, b, and c.
  - b) Photograph the existing conditions of the elements listed in the paragraph below in Subparagraphs a, b, and c. The purpose of the photographic documentation is to record current conditions and significant features of the property. Photographs should be six

megapixels or greater (2000 x 3000 pixel image) at 300 dpi and will be provided in JPEG format. The digital images must be named and numbered in order and keyed to a site plan. The photograph submission should be accompanied by a photo log that will include photographer, photo date, photo number and description.

- c) Provide a copy of all documentation materials to both the PASHPO and the Preservation Alliance for inclusion in the property file.

2. USACE, in consultation with the Preservation Alliance, shall ensure that the following measures are taken by Lindenwold Residential to preserve and maintain certain physical structures, identified below and indicated on the attached plan form, that are to remain on the property following the completion of the stream restoration:

- a) The original retaining walls of Loch Linden, identified in the plan entitled "St. Mary's Villa Stream Restoration" [Drawing Nos. R-101, R-251, R-301, and R-302], will remain intact with no intervention planned aside from alterations required and permitted as part of the stream restoration project. The arch that provided a visual marker of the stream's entrance at the eastern end of the water feature will be retained. The existing spillway, to the south of the water feature, will remain to permit flood waters to exit the bounds of Loch Linden without eroding the existing channel. Any work performed work will meet the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).
  - b) The manmade concrete island containing a statue of an angel holding a child, identified in the plan entitled "St. Mary's Villa Stream Restoration" [Drawing No. R-101], is known as "angel island." The island and statue will be retained, with no plans for material replacements or repairs as part of the stream restoration. Any future work on these items will meet the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).
  - c) The gazebo, identified in the plan entitled "St. Mary's Villa Stream Restoration" [Drawing No. R-101], shows signs of structural cracking and mortar deterioration in certain areas, as well as masonry discoloration due to moisture. The ceiling shows signs of deterioration that indicates a leak in the roof; some of the shingles are damaged as are areas of beaded board at the eaves. There is also damage to certain nonstructural decorative elements. These deficiencies will be remedied in a manner that meets the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).
3. Lindenwold Residential shall demonstrate to the satisfaction of the USACE and PASHPO that the budget established for the stream restoration includes sufficient funds for these measures.
  4. Lindenwold Residential shall demonstrate to the satisfaction of the USACE and PASHPO that a third party, meeting the "Personnel Qualifications" outlined below, will monitor the application of these measures to ensure their compliance with the standards proposed above.

The third party must provide written confirmation of compliance to the USACE and PASHPO within sixty (60) days following substantial completion of the stream restoration.

5. Any scopes of work proposed for the features noted above will be submitted to the USACE and PASHPO to ensure adherence with the "Standards for Rehabilitation" as outlined in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017).

## **Administrative Conditions**

### **A. Personnel Qualifications**

The USACE shall ensure that all work carried out by Lindenwold Residential pursuant to this MOA is carried out by or under the direct supervision of a person or persons meeting at a minimum the *Secretary of the Interior's Professional Qualification Standards* (48 FR 44738-9)

### **B. Late Discoveries**

If any unanticipated discoveries of historic properties or archaeological sites are encountered during the implementation of this undertaking, the USACE shall comply with 36 CFR 800.6(c)(6) by consulting with the PASHPO and, if applicable, Federally recognized tribal organizations that attach religious and/or cultural significance to the affected property; and by developing and implementing actions with the concurrence of the PASHPO and, if applicable, Federally recognized tribal organizations.

### **C. Amendments**

Any party to this MOA may propose to the USACE that this MOA be amended, whereupon the USACE shall consult with the other parties to this MOA to consider such an amendment in accordance with 36 CFR § 800.6(c)(7).

### **D. Resolving Objections**

1. Should any party to this MOA object in writing to the USACE regarding any actions carried out or proposed with respect to the St. Mary's Villa Lake reduction and stream restoration project or implementation of this MOA, the USACE shall consult with the objecting party to resolve the objection. If after initiating such consultation, the USACE determines that the objection cannot be resolved through consultation, the USACE shall forward all documentation relevant to the objection to the ACHP including the USACE proposed response to the objection. Within 30 days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

- a) Advise the USACE that the ACHP concurs in the USACE proposed response to the objection, where-upon the USACE shall respond to the objection accordingly;
- b) Provide the USACE with recommendations, which the USACE shall take into account in reaching a final decision regarding its response to the objection; or

c) Notify the USACE that the objection will be referred for comment pursuant to 36 CFR § 800.7, and proceed to refer the objection and comment. The resulting comment shall be taken into account by the USACE in accordance with 36 CFR § 800.7(c)(4), and Part 110(1) of NHPA.

2. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, the USACE may assume the ACHP's concurrence in its proposed response to the objection.

3. The USACE shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the USACE responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.

#### E. Resolution of Objections by the Public

At any time during implementation of the measures stipulated in this MOA, should any objections pertaining to any such measure or its manner of implementation be raised by a member of the public, the USACE shall notify the parties in this MOA and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this MOA resolve the objection.

#### F. Review of Implementation

If the stipulations have not been implemented within three (3) years after execution of this MOA, the parties to this agreement shall review the MOA to determine whether revisions are needed. If revisions are needed, the parties to this MOA shall consult in accordance with 36 CFR § 800 and 33 CFR Part 325, Appendix C to make such revisions.

#### G. Sunset/Duration

If the terms of this MOA have not been implemented by five (5) years from the date of this signed MOA, this MOA shall be considered null and void. In such an event, the USACE shall notify the parties to this MOA, and if it chooses to continue with the St. Mary's Villa Lake reduction and stream restoration project, it shall re-initiate review of the project in accordance with 36 CFR § 800 and 33 CFR Part 325, Appendix C.

#### H. Termination

1. If the USACE determines that it cannot implement the terms of this MOA, or if the PASHPO determines that the MOA is not being properly implemented, the USACE or the PASHPO may propose to the other parties to this MOA that it be terminated.

2. The party proposing to terminate this MOA shall so notify all parties to this MOA, explaining the reasons for termination and affording them at least 30 days to consult and seek alternatives to termination. The parties shall then consult.

3. Should such consultation fail, the USACE or the PASHPO may terminate the MOA by so notifying all parties.

4. Should this MOA be terminated, the USACE shall either:

- a) Consult in accordance with 36 CFR § 800.6(a)(1) to develop a new MOA; or
- b) Request the comments of the ACHP pursuant to 36 CFR § 800.7(a)(1). The ACHP shall have forty-five (45) days to respond with comments.

5. The USACE and the ACHP may conclude the Section 106 process with a MOA between them if the PASHPO terminates consultation in accordance with 36 CFR § 800.7(a)(2).

#### I. Notice to Lindenwold Residential

Any notices to Lindenwold Residential as provided for in this MOA shall be sent by email and regular mail as follows:

**Lindenwold Residential Associates, LLC**

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


Copy to:

**United States Army Corps of Engineers**  
**Philadelphia District**  
**Regulatory Office**  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-3390

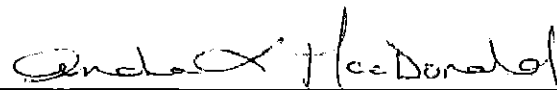
**The Preservation Alliance for Greater Philadelphia**  
1608 Walnut Street, Suite 804  
Philadelphia, Pennsylvania, 19103  
Attn: Paul Steinke, Executive Director  
paul@preservationalliance.com

Execution of this Memorandum of Agreement by the USACE and the PASHPO and implementation of its terms, is evidence that the USACE has afforded the ACHP an opportunity to comment on the Proposed Project and has taken into account the effects of the undertaking on historic properties.

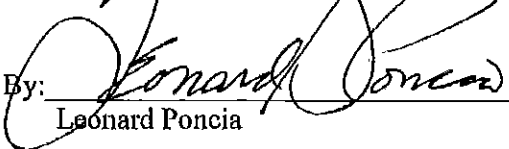
UNITED STATES ARMY CORPS OF ENGINEERS, PHILADELPHIA DISTRICT

By:  Date: March 8, 2018  
Edward Bonnel, Chief of Regulatory Branch

PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

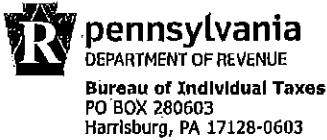
By:  Date: 4/3/2018  
Andrea L. MacDonald, Deputy Pennsylvania State Historic Preservation Officer

Lindenwood Residential Associates, LLC

By:  Date: 4/23/2018  
Leonard Poncia

Preservation Alliance for Greater Philadelphia

By:  Date: 4/17/18  
Paul R. Steinke, Executive Director



# REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

**RECORDER'S USE ONLY**

|                |         |
|----------------|---------|
| State Tax Paid | 0       |
| Book Number    | 4123    |
| Page Number    | 1504    |
| Date Recorded  | 1-28-19 |

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

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

|  |  |                                     |                            |
|--|--|-------------------------------------|----------------------------|
| Name<br>Kenneth N. Goldenberg  |  | Telephone Number:<br>(610) 260-1451 |                            |
| Mailing Address<br>c/o The Goldenberg Group, 630 Sentry Parkway, Suite 300 |  | City<br>Blue Bell                   | State ZIP Code<br>PA 19422 |

**B. TRANSFER DATA**

|  |                                     |  |                            |
|--|-------------------------------------|--|----------------------------|
| Date of Acceptance of Document<br>01/16/2019                               |                                     | Historic Preservation Easement   |                            |
| Grantor(s)/Lessor(s)<br>Mattison Development, LLC                          | Telephone Number:<br>(610) 260-1451 | Grantee(s)/Lessee(s)<br>The Preservation Alliance for Greater Philadelphia | Telephone Number:          |
| Mailing Address<br>c/o The Goldenberg Group, 630 Sentry Parkway, Suite 300 |                                     | Mailing Address<br>1608 Walnut Street, Suite 1702                          |                            |
| City<br>Blue Bell  | State ZIP Code<br>PA 19422          | City<br>Philadelphia   | State ZIP Code<br>PA 19103 |

**C. REAL ESTATE LOCATION**

|   |                                 |   |  |
|---|---------------------------------|---|--|
| Street Address<br>Parcel 1 (35.733 acres) |                                 | City, Township, Borough<br>Upper Dublin     |  |
| County<br>Montgomery                      | School District<br>Upper Dublin | Tax Parcel Number<br>54 00 022 90 014 (NEW) |  |

**D. VALUATION DATA** SEE ATTACHED ADDENDUM

Was transaction part of an assignment or relocation?  Y  N

|  |  |   |
|--|--|---|
| 1. Actual Cash Consideration<br>0.00                             | 2. Other Consideration<br>+0.00        | 3. Total Consideration<br>= 0.00                          |
| 4. County Assessed Value<br><del>1,274,157.00</del> NOT ASSESSED | 5. Common Level Ratio Factor<br>x 1.96 | 6. Computed Value<br><del>2,497,347.72</del> NOT ASSESSED |

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

|   |   |  |
|---|---|--|
| 1a. Amount of Exemption Claimed<br>\$ 0.00 100% | 1b. Percentage of Grantor's Interest in Real Estate<br>100.00 % | 1c. Percentage of Grantor's Interest Conveyed<br>100.00 - 0% % |
|---|---|--|

**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.) 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 Kenneth N. Goldenberg, President of Mattison Development, LLC Date 01/25/2019

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