

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA

RESOLUTION NO. 18- 2293

**RESOLUTION TO ESTABLISH PRESERVATION AND
FAÇADE EASEMENTS TO RESTORE AND MAINTAIN THE
HISTORIC ASSETS AT THE DEVELOPMENT
KNOWN AS THE "MATTISON ESTATE"
(701 SOUTH BETHLEHEM PIKE)**

WHEREAS, Lindenwold Residential Associates, LLC ("Developer") is the equitable owner of a 45.523 acre tract of land located at 701 South Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania, at the intersection of South Bethlehem Pike and Lindenwold Terrace, with approximately 1300 feet of frontage on Bethlehem Pike, tax parcel numbers 54-00-02290-005 and 54-00-06163-002 (the "Property"); and,

WHEREAS, the Property is subject to a Declaration of Covenants and Restrictions dated November 21, 2014, recorded in the Montgomery County Recorder of Deeds at Deed Book 5937, page 01405, which Declaration, *inter alia*, sets forth specific restrictions and specific obligations with regard to the development of the Property, the preservation of the significant historic assets located at the Property, and the application of architectural standards consistent with the significant historic resources (a copy of the 2014 Declaration of Covenants and Restrictions is attached hereto as Exhibit "A"); and,

WHEREAS, Developer has proposed a mixed use development for the Property known as "The Mattison Estate" pursuant to the provisions of the MRH Mixed Use Residential-Historic

District consisting of 32 twin homes, 72 townhomes and 250 independent senior living apartments with structured parking and associated amenities (the "Project"); and,

WHEREAS, the Board of Commissioners on May 9, 2017, granted Conditional Use approval for the mixed use residential-historic district development, pursuant to the provisions of the Upper Dublin Township Code, Chapter 255, Article XXXVII, §§ 255-281 – 255.286 (a copy of the Conditional Use approval dated May 9, 2017, is attached hereto as Exhibit "B," incorporated by reference and expressly made a part hereof); and,

WHEREAS, the Board of Commissioners on March 13, 2018 granted preliminary/final land development conditional approval of Land Development Application No. U.D. 16-06 for the development known as the "Mattison Estate" through the adoption of Resolution No. 18-2273 (a copy of Resolution No. 18-2273 dated March 13, 2018 is attached hereto as Exhibit "C") incorporated by reference and expressly made a part hereof); and,

WHEREAS, the Developer has proposed to comply with the 2014 Declaration of Covenants and Restrictions through the execution and recordation of the following implementing documents concurrent with the Developer taking title to the property:

- (a) Declaration of Reciprocal Easements and Restrictions, a copy of which is attached hereto as Exhibit "D".
- (b) The Preservation Alliance for Greater Philadelphia Deed of Preservation Easement for the Castle at Mattison Estate/St. Mary's Villa, a copy of which is attached hereto as Exhibit "E".
- (c) The Preservation Alliance for Greater Philadelphia Deed of Preservation Easement for Mattison Estate/St. Mary's Villa Site Resources, a copy of which is attached hereto as Exhibit "F".

(d) The Preservation Alliance for Greater Philadelphia Deed of Preservation Façade Easement for the Lindenwold Terrace Gatehouse, attached hereto as Exhibit "G".

(e) The Preservation Alliance for Greater Philadelphia Deed of Preservation Façade Easement for the Bethlehem Pike Gatehouse, a copy of which is attached hereto as Exhibit "H" and incorporated by reference.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby approves the establishment of Preservation and Façade Easements to restore and maintain the significant and historic assets at the Mattison Estate/St. Mary's Villa, subject to the following conditions:

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

2. The Declaration of Reciprocal Easements and Restrictions shall be subject to the final review and approval by Township staff and Township Solicitor's Office.

3. The Preservation Alliance for Greater Philadelphia Deed of Preservation Easement for the Castle at Mattison Estate/St. Mary's Villa, shall be subject to the final review and approval of the Preservation Alliance for Greater Philadelphia, Township staff and the Township Solicitor's Office.

4. The Preservation Alliance for Greater Philadelphia Deed of Preservation Easement for the Mattison Estate/St. Mary's Villa Site Resources shall be subject to the final review and approval of the Preservation Alliance for Greater Philadelphia, Township staff and the Township Solicitor's Office.

5. The Preservation Alliance for Greater Philadelphia Deed of Preservation Easement for the Lindenwold Terrace Gatehouse shall be subject to the final review and approval of the Preservation Alliance for Greater Philadelphia, Township staff and the Township Solicitor's Office.

6. The Preservation Alliance for Greater Philadelphia Deed of Preservation Façade Easement for the Bethlehem Pike Gatehouse shall be subject to the final review and approval of the Preservation Alliance for Greater Philadelphia, Township staff and the Township Solicitor's Office.

7. Developer shall comply fully with the Conditional Use Approval dated May 9, 2017, attached as Exhibit "B" to this Resolution.

8. The Developer shall comply fully with the Preliminary/Final Land Development Conditional Approval for the development known as Mattison Estate, Resolution No. 18-2273, dated March 13, 2018, attached hereto as Exhibit "C".

Approved by the Board of Commissioners of Upper Dublin Township this 14th day of August, 2018.

UPPER DUBLIN TOWNSHIP

BY:


IRA S. TACKEL, President

Attest:



PAUL A. LEONARD, Secretary

EXHIBIT A

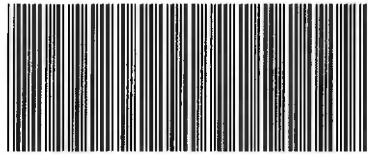
2014 DECLARATION OF COVENANTS AND RESTRICTIONS



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

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

DEED BK 5937 PG 01405 to 01443
 INSTRUMENT # : 2014082082
 RECORDED DATE: 12/08/2014 03:18:49 PM



3148496-0009.

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 39

Document Type: Deed Miscellaneous
Document Date: 11/21/2014
Reference Info:

Transaction #: 3140583 - 1 Doc(s)
Document Page Count: 38
Operator Id: dkrasley

RETURN TO: (Pickup)
 HIGH SWARTZ LLP
 40 E AIRY ST
 NORRISTOWN, PA 19401

PAID BY:
 HIGH SWARTZ LLP

*** PROPERTY DATA:**

Parcel ID #: 54-00-02290-00-5 54-00-06163-00-2
 Address: 701 BETHLEHEM PIKE FARM LN

PA

PA

Municipality:
 School District:

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee:Deed Miscellaneous \$69.00
 Additional Pages Fee \$68.00
 Additional Parcels Fee \$10.00
Total: \$147.00

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I hereby CERTIFY that
 this document is
 recorded in the
 Recorder of Deeds
 Office in Montgomery
 County, Pennsylvania.



Nancy J. Becker
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

RECORDER OF DEEDS
MONTGOMERY COUNTY

2014 DEC -8 PM 2:55

Prepared by and
Return to:

Gilbert P. High, Jr., Esquire
High Swartz LLP
40 East Airy Street
Norristown, PA 19401
610-275-0700

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-02290-00-5 UPPER DUBLIN
701 BETHLEHEM PIKE
SISTERS OF THE HOLY FAMILY OF NAZARETH \$15.00
B 026 U 019 L 1 5978 DATE: 12/05/2014 LG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-06163-00-2 UPPER DUBLIN
FARM LN
SISTERS OF THE HOLY FAMILY OF NAZARETH \$10.00
B 026A U 006 L 2 5900 DATE: 12/05/2014 LG

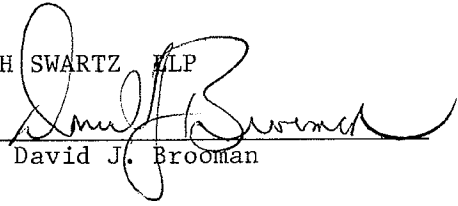
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54-00-06163-00-2

DECLARATION OF COVENANTS AND RESTRICTIONS

DECLARATION OF COVENANTS AND RESTRICTIONS IS BEING RERECORDED TO
ADD PAGES AND ALSO ADD EXHIBITS A, B, C AND D.

HIGH SWARTZ LLP

By:

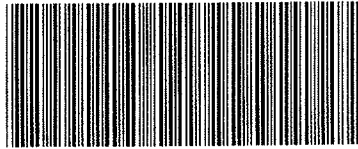

David J. Brooman



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

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

DEED BK 5936 PG 01827 to 01831
INSTRUMENT # : 2014080372
RECORDED DATE: 12/02/2014 11:21:16 AM



3146349-0005S

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed Miscellaneous
Document Date: 11/21/2014
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Transaction #: 3137918 - 1 Doc(s)
Document Page Count: 4
Operator Id: lalexand

RETURN TO: (Pickup)
HIGH SWARTZ LLP
40 E AIRY ST
NORRISTOWN, PA 19401

PAID BY:
HIGH SWARTZ LLP

*** PROPERTY DATA:**

Parcel ID #: 54-00-06163-00-2
Address: FARM LN

54-00-02290-00-5
701 BETHLEHEM PIKE

PA

PA

Municipality:
School District:

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee: Deed Miscellaneous \$69.00
Additional Parcels Fee \$10.00
Total: \$79.00

DEED BK 5936 PG 01827 to 01831
Recorded Date: 12/02/2014 11:21:16 AM

I hereby CERTIFY that
this document is
recorded in the
Recorder of Deeds
Office in Montgomery
County, Pennsylvania.



Nancy J. Becker

Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 21st day of November, 2014, by Sisters of the Holy Family Nazareth-USA, Inc., an Illinois not for profit corporation ("Declarant"), on its behalf, as well as for all successors or assigns.

WITNESSETH:

WHEREAS, Declarant owns that certain parcel of real property containing 45 acres, more or less, situate with frontage on Bethlehem Pike and Lindenwold Terrace in Upper Dublin Township, Montgomery County, Pennsylvania, being Tax Parcel Nos. 54-00-02290-00-5 and 54-00-06163-00-2 ("Property"); and

WHEREAS, the Declarant has determined to impose specific restrictions, as well as specific obligations with regard to any future development of the Property for a "Historic Preservation Mixed Residential Community", as that term is defined in Section 2B on page 2 of the attached Exhibit "A", all as more specifically set forth hereinbelow (collectively, the "Limitations"); and

WHEREAS, the Declarant acknowledges that the Limitations must run with the land and, therefore, it is necessary that the Declarant create and impose covenants and restrictions setting forth the Limitations applicable in the event the Property is developed as a Historic Preservation Mixed Residential Community; and

WHEREAS, the Declarant, for itself, as well as its successors and assigns, by this Declaration hereby establishes as specific covenants running with the Property, in perpetuity, the Limitations as set forth below and in the attached Exhibits.

NOW, THEREFORE, intending to be legally bound hereby, Declarant hereby declares as follows:

1. It is the intention of the Declarant that the Property be developed in accordance with a Zoning Ordinance amendment currently under consideration by the Board of Commissioners ("Board") of Upper Dublin Township ("Township") allowing for a "Historic Preservation Mixed Residential Community" ("Community"), the development criteria for such Community as set forth in Exhibit "A" attached hereto and incorporated by reference. If the Board enacts an Ordinance containing the provisions substantially as set forth on Exhibit "A" attached hereto, and upon expiration of the time period for the filing of an appeal from the enactment, or in the event of an appeal, following the ultimate sustaining of the enactment by the appropriate court of competent jurisdiction, all terms and provisions of this Declaration shall be deemed fully binding upon the Declarant, its successors and assigns, in regard to any development of a Community on the Property. If the Board does not adopt an Ordinance before December 31, 2014 allowing for development of a Community, or in the event of an appeal from enactment which appeal is ultimately sustained, then this Declaration shall automatically be deemed null, void and have no further force or effect (retroactive to the date of recording of this Declaration, if this Declaration has, in fact, been recorded) without the need for any further documentation or the recording of any termination agreement or document.

2. This Covenant shall be enforceable by Upper Dublin Township, its successors and assigns. Likewise, the obligations of the Homeowners Association, Condominium Association and/or association of such parties working together for the continued maintenance of the Community (individually and/or collectively the "HOA") shall be enforced by Upper Dublin Township, which shall be granted the right to file a municipal lien against property of the HOA and the individual members in the event the Township shall expend funds to satisfy the HOA's obligation or to seek judicial relief compelling any action or non-action of the HOA.

3. Declarant recognizes the unique nature of the Property due to specific historic buildings, structures and features situate thereon and is desirous of establishing Limitations to facilitate preservation of these specific historic buildings, structures and features as part of any future Community. The following historic buildings, structures and features shall be incorporated into the development of any Community, preserved and maintained in perpetuity, in a manner suitable to Board which may involve modification in the area, structural form and location of same as acceptable to Board (collectively the "Historic Features"):

- (a) Castle
- (b) Sunken Garden
- (c) Stone Entrances, Gatehouses and Iron Gates
- (d) Perimeter Stone Walls
- (e) Lake and Retaining Walls
- (f) Gazebo
- (g) Formal Gardens
- (h) View Corridors
- (i) Statuary
- (j) Springhouse

4. Declarant incorporates into this Declaration as express Limitations in the development of any Community the architectural design standards, bulk, spacing, height and setback criteria, as well as standards governing building materials, building articulation and standards for rehabilitation of the Historic Features as set forth on Exhibit "B" attached hereto and incorporated by reference.

5. Declarant incorporates into this Declaration as express Limitations in the development of any Community the further design standards and provisions set forth below:

(a) The perimeter setback for any dwelling unit from a Township road right-of-way shall be 80 feet with the exception that a maximum of four dwelling units, consisting of two buildings each with two semi-detached dwellings, may be set back generally as depicted on Exhibit "C" attached hereto and incorporated by reference. All dwelling units on any interior roadway which is parallel to a Township Road shall have the front of the dwelling facing the Township road.

(b) There shall be a maximum of eight dwelling units, consisting of four buildings each with two semi-detached dwelling units, that may be constructed between an interior road constructed parallel with the Bethlehem Pike right-of-way, said units to be positioned between the interior road and Bethlehem Pike. Exhibit "C" depicts the positioning of such dwelling units. The perimeter setback from the Bethlehem Pike right-of-way for such buildings and dwelling units shall not be less than as depicted on Exhibit "C" attached hereto.

(c) The minimum setback between an adjoining residential property line and a future interior roadway shall not be less than as depicted on Exhibit "C" attached hereto.

(d) No fencing or accessory structure, in the nature of a deck, porch, patio, Jacuzzi/spa, sitting wall or fence, may encroach greater than 20 feet from a dwelling unit into any required perimeter setback from either a state or Township roadway. No shed of any nature may be placed within that 20 foot setback encroachment. No fence placed within the 20 foot setback encroachment which is parallel to the rear of a dwelling unit shall exceed the height of 48 inches, nor may any such fence extending out from and as a divider between dwelling units exceed six feet in height.

(e) No parking spaces may be positioned in front of the castle/historic building which is to be incorporated into the Senior Independent Living Campus component of the Community, such that the view shed from Bethlehem Pike to the castle shall not be impaired by any parking spaces or parked cars. Exhibit "D" attached hereto and incorporated by reference depicts the area across the front exposure of the castle which is to be maintained free of any parking spaces or parked cars.

(f) Tree preservation, screening and buffering requirements as set forth in the Township Subdivision and Land Development Code shall apply to development of the Community. In the event of conflict between the Subdivision and Land Development Code and attached Exhibit "A" or the Township Zoning Code, the Subdivision and Land Development Code shall control.

(g) If specified as a condition of conditional use approval or as a requirement of final land development plan approval for a Community by the Board, the land development plan shall provide for a trail to connect from the gatehouse entry at the bend of the road of Lindenwold Terrace extending through the open space at the rear of the Community, where the lake is located, over to Loch Alsh Avenue. This trail shall be available for public use and constructed contemporaneous with the installation of the development improvements within the Community. The trail shall be owned and maintained by the HOA established to otherwise own and maintain common elements and open space within the Community.

(h) All single family attached dwelling units within the Community shall be constructed with a two car garage and space for the parking of two additional cars within the driveways servicing the unit.

(i) The provisions of Ordinance No. 1111 as adopted by Upper Dublin Township on July 8, 2003, Chapter 110-13(d) of the Township Code, imposing an open space contribution in the amount of \$1,500.00 for each dwelling unit constructed by a developer comprising three or more units, shall apply to each unit constructed as part of development of the Community without regard to any conflicting provision contained in attached Exhibit "A" or in the Township Zoning Code.

(j) If PennDOT authorizes issuance of a permit for traffic signalization at the future entrance to the Community from Bethlehem Pike and/or Lindenwold Terrace, the developer of the Community shall fund and install same.

(k) There shall be included in any conditional use application for a Community, to be incorporated into the terms of conditional use approval as might be granted by the Board of Commissioners, reasonable provision for public access for visitation into the castle component of the Senior Independent Living Campus, such provision to be for reasonable times, reasonable duration, with reasonable advance notice to the owner or operator.

6. Declarant hereby accepts for itself, its successors and assigns, the imposition of all Limitations as set forth hereinabove and within the exhibits attached hereto. The Limitations set forth within Exhibit "B" shall apply to the development of any Community in addition to the provisions of the Ordinance amendment to be enacted by the Board. To the extent that any Limitations are more restrictive or impose a greater obligation than the provisions contained within the enacted Ordinance amendment, the terms and provisions of this Declaration and of Exhibit "B" shall supersede and be controlling.

IN WITNESS WHEREOF, the below Declarant has executed this Declaration this

21 day of November, 2014.

Attest:

SISTERS OF THE HOLY FAMILY
NAZARETH-USA, INC.

By: Sister Teresa Mika (Seal)
~~President~~ Treasurer

STATE OF ILLINOIS

:
:
:

COUNTY OF COOK

On this, the 21st day of November, 2014, before me, a Notary Public, the undersigned officer, personally appeared Sister Teresa Miksa, who acknowledged ~~himself~~/~~herself~~ to be the ^{Treasurer}~~President~~ of Sisters of the Holy Family Nazareth-USA, Inc., an Illinois not for profit corporation, and that ~~he~~/~~she~~ as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by ~~himself~~/~~herself~~ as ^{Treasurer}~~President~~.

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

Kathleen A. Stadler (Seal)
Notary Public



EXHIBIT "A"

AN ORDINANCE

NO. _____

AN ORDINANCE To Amend The Code Of The Township Of Upper Dublin, Chapter 255, Zoning, By The Addition Of A New Zoning District To Be Titled MRH – Mixed Use Residential - Historic District And To Set Forth The Regulations Governing Development In Such District.

The Board of Commissioners of the Township of Upper Dublin hereby ordains:

Section 1. The Code of Upper Dublin Township, Chapter 255, Zoning, shall be amended by the addition of a new Article XXXVII, MRH – Mixed Use Residential - Historic District, to provide as follows:

ARTICLE XXXVII

MRH – Mixed Use Residential - Historic District

§255-281. Legislative Intent.

It is the intent of this Article to provide for the preservation of meaningful historical buildings, structures and features on property proposed for mixed use residential – development by the establishment of reasonable zoning standards to promote the desirable benefits which will follow the development of a mixed use residential community which will preserve as part of the community significant historical buildings, structures and features. Design criteria shall include standards governing use type and mix, dwelling unit density, parking requirements, dwelling unit setbacks from internal roadways and from historic buildings as well as perimeter setbacks, which standards are to ensure that the community will not exert an adverse impact on the historical buildings, structures and features nor on surrounding neighborhoods.

§255-282. Use Regulations and Definitions.

Within the MRH – Mixed Use Residential – Historic District, one or more buildings may be erected or used, and a lot may be used or occupied, for any of the following purposes:

- A. The uses permitted by right, by special exception and by conditional use in Article XIII, INST - Institutional District, § 255-88, § 255-90 (Life Care Complexes) and § 255-90.1 (Senior Assisted Living Residence), subject to the regulations set forth at § 255-87 through § 255-91, as applicable to such use.
- B. Historic Preservation Mixed Residential Community, by conditional use, subject to the provisions set forth in this article.

- C. "Historic Preservation Mixed Residential Community," as used in this section, shall mean a planned development comprised of a mix of uses, which mix of uses may include:
1. Single Family Detached Dwelling.
 2. Twin Dwelling.
 3. Townhouse Dwelling.
 4. Apartment Building (with condominium ownership governed by Uniform Condominium Act).
 5. Senior Independent Living Campus.
 6. Office.
- D. "Senior Independent Living Campus," as used in this section, shall mean a residential facility which consists of private Dwelling Units to be occupied by persons at least one of which is age 55 or over, with accessory uses, supportive social residential services such as dining facilities, housekeeping, medical and support services, security and 24-hour-monitoring, an emergency call system, recreational facilities including a fitness center with indoor pool, wellness promotion, exercise programs, local transportation, educational and special events, laundry services and social and recreational programs, together with accessory uses appropriate for allowing independent older adults to age in place, as well as accessory structures for maintenance services and equipment. If a building with historic value is to be preserved as part of the Senior Independent Living Campus, a maximum of 10% of the total residential Dwelling Units may be located within the preserved historic building, which are not subject to the minimum 55 years of age limitation, provided that no occupant of any such Dwelling Unit may be 19 years of age or under, other than a visitor whose occupancy shall not exceed 90 days in any calendar year.

§255-283. Senior Independent Living Campus Residence Regulations.

The following requirements shall apply to the Senior Independent Living Campus component of a Historic Preservation Mixed Residential Community:

- A. The minimum unit size for each dwelling unit occupied by one resident shall be 500 SF. The minimum unit size for each dwelling unit occupied by two residents shall be 700 SF.
- B. No more than two residents shall be permitted to reside in any dwelling unit plus a caregiver

- C. Each dwelling unit shall contain a fully private bathroom (including toilet, bathtub and/or shower and vanity/sink), personal closet space, emergency call systems, lockable entry doors accessible by master key or similar system available at all times in the senior independent living campus residence and for designated staff, and pre-wiring for private telephone, internet and television reception.
- D. No less than 80 square feet of floor area per dwelling unit shall be provided for community common areas for dining, active and passive recreation, circulation and socialization, exclusive of hallways and passageways and inclusive of common areas designated in the historic structures.
- E. A dining area or areas shall be provided, together with a private dining room available for use by residents and their families and guests for private visitation and entertaining.
- F. All residential units shall be part of a complex, similar to multifamily housing. No stand-alone units or townhouses shall be permitted.

§255-284. Development regulations.

The following area, bulk, density, area, dimensional, building height, parking and buffer regulations shall apply to the Historic Preservation Mixed Residential Community use:

- A. Lot area. A lot area of not less than forty (40) acres with a minimum width of 800 feet at the existing legal right-of-way of at least one bordering roadway.
- B. Use and Dwelling Unit mix.
 - 1. The community shall contain a minimum of three of the permitted residential uses identified in § 255-282 C. hereinabove, one of which shall be the Senior Independent Living Campus.
 - 2. A minimum of 50% and a maximum of 80% of the units within the community shall be Senior Independent Living Campus units. For each other residential use to be included within the community, there shall be a minimum of 5% of the total units within the community comprised of each such use.
 - 3. Office use accessory to the Senior Independent Living Campus.
- C. Density.
 - 1. The Senior Independent Living Campus component shall have a maximum density of 14 units per acre for its portion of the overall lot area within the community, not more than 60% of the units

shall be available for double occupancy. The acreage of the lot area associated therewith shall be subtracted from the community's overall lot area and the density for the remaining lot area shall not exceed 5 units per acre.

2. Where townhouses are part of the community, the maximum number of units in each building shall be five (5) and the maximum building length shall be 160 feet.

D. Impervious surface coverage. A maximum impervious surface coverage of 40% of total lot area shall be permitted. The definition of Impervious Surface contained at §255-7 shall apply except that the horizontal surface area of a water feature such as a lake or pond, whether or not the water feature serves as part of the stormwater management system, shall not be considered an impervious surface.

E. Perimeter setbacks.

1. The following minimum setbacks shall be observed from the property line, unless the applicable setback is adjacent to a street in which case the setback shall be provided from the legal right-of-way line.

Perimeter Setback	Abutting Institutional or Non-Residential Use	Abutting Residential Use	Abutting State Road or Arterial Road	Abutting Township Road
Front	100 feet	100 feet	60 feet	60 feet
Side	100 feet	100 feet	60 feet	50 feet
Rear	100 feet	100 feet	60 feet	50 feet

2. Existing historic structures and features in the nature of perimeter walls, entrance archways and pillars and guard/gatehouses shall be exempt from these perimeter setback requirements.
3. Accessory structures to the principal building in the nature of a deck, porch, patio, Jacuzzi/spa, sitting wall or fence shall be permitted to extend a maximum of 20 feet into the applicable perimeter setback.
4. Nothing shall be placed within the 100 foot setback between existing residential property lines and apartment buildings and/or Senior Independent Living Campus buildings with the exception of an emergency driveway.

5. Internal roadways designed for single family detached, twin and/or townhouse dwelling units shall be set back a minimum of 40 feet from existing residential property lines, excepting existing internal roads which are part of historic sight lines.
 6. An internal roadway may be placed within the perimeter setback along an existing State right-of-way, provided the edge of roadway is set back a minimum of 50 feet from the right-of-way and is buffered and/or bermed as viewed from the existing street.
 7. An internal roadway may be placed within the perimeter setback along an existing Township right-of-way, provided the edge of roadway is set back a minimum of 20 feet from the right-of-way and is buffered and/or bermed as viewed from the existing street.
 8. The minimum internal roadway setbacks specified in subsections 6 and 7 shall not apply to entrances from or exits to a State or Township road.
- F. **Building Height.** The maximum building height, as defined in Chapter 212, the Subdivision and Land Development Ordinance, shall be 35 feet for all residential uses other than the Senior Independent Living Campus and Apartment Building. The maximum height for those uses shall be four stories, provided that any such use closer than 200 feet from any adjoining residential district shall be limited to three stories. The height of such buildings shall be compatible with the historic buildings to be preserved adjacent to or in close proximity thereto, so as to be compatible with design features of existing roof lines, inclusive of turrets, spires or similar architectural features. Otherwise, the maximum height for three stories shall be 45 feet and for four stories shall be 55 feet. Parking areas beneath a building shall not be considered a story; provided, however, the aforesaid maximum height limitations shall apply to buildings with or without such parking areas.
- G. **Parking shall be provided in accordance with the following standards:**
1. Senior Independent Living Campus – 1.5 spaces per dwelling unit, of which 0.25 spaces per unit may be held in reserve, which spaces may include garage and driveway and designated shared or common parking spaces.
 2. Townhouse– 2.5 spaces per dwelling unit, which may include garage and driveway and designated shared or common parking spaces

3. Apartment Building – 2 spaces per Dwelling Unit, which may include garage and driveway and designated shared or common parking spaces.
 4. Single-Family detached and twin dwellings - 2.5 spaces per dwelling unit which may include garage and driveway.
 5. Not less than 10 feet of open space shall be provided between the curb line of any common or shared parking area and the outside wall of any building. Shared or common parking with more than 12 spaces in a row shall provide a landscaped island separation of a minimum of 10 feet between further parking spaces.
- H. Ownership and maintenance of interior roads and drives: Interior roads and drives shall not be dedicated, but shall be owned and maintained by an appropriate Homeowners Association, Condominium Association and/or an association of such entities working in concert for the proper use, maintenance and repair of the private roads and drives servicing the overall community.

§255-285. Building setback, spacing, buffering and screening and open space requirements.

The following building setback, spacing, buffering and screening and open space requirements shall apply to the Historic Preservation Mixed Residential Community use:

- A. Lot area and width. There shall be no minimum lot size or dimension, as the required mix of residential uses will be governed by either or both Pennsylvania's Planned Community Act and/or Uniform Condominium Act.
- B. The minimum setback for buildings along a private street shall be 20 feet from back of curb or back of sidewalk.
- C. The minimum distance between buildings (not including decks, patios and accessory structures) shall be 20 feet regardless of the orientation of the buildings.
- D. Buildings within the Senior Independent Living Campus may be interconnected by climate controlled and sprinklered walkways, either at ground level or elevated, appropriate for access between buildings within the campus. Such interconnection shall not be deemed to violate the minimum distance between buildings as set forth hereinabove.
- E. Buffer and screening requirements. The buffer and screening provisions of § 255-90 G. shall apply; provided, these buffer and screening

requirements shall apply solely to the perimeter of the development property and do not establish any requirement for screening or buffering internally between the various uses proposed. Where portions of the development property are not proposed for development in proximity to existing adjoining residential development, these buffer and screening requirements shall not apply if the development property has existing woodlands, wetlands and natural features that provide comparable buffer and screening for those areas.

- F. Open Space. At least 20% of the tract area shall be preserved as open space to allow for the protection of sensitive natural features, scenic views and other unique features. Portions of the open space shall allow for public access by trails or other means, while other areas may be restricted to the residents of the development. The definition of Open Space contained at §212-5 of the Subdivision and Land Development Ordinance shall apply.

§255-286. Application and review requirements.

- A. Application requirements. Before a Historic Preservation Mixed Residential Community can be permitted in this District, it will be necessary for the applicant to submit an application for conditional use approval to the Upper Dublin Board of Commissioners establishing:
 1. The conformance of the proposed development with this chapter and compatibility with existing and proposed land uses adjacent to the site.
 2. The impact on existing floodplains, waterways, heavily wooded areas, steep slopes and other sensitive natural features, if any.
 3. The impact on the Township and regional transportation system and the ability of adjacent streets and intersections to efficiently and safely handle the traffic generated by the proposed development.
 4. The impact on public utilities, including but not limited to sewage disposal, water supply and storm drainage.
 5. The impact upon provisions of police and fire protection.
 6. The impact on the open space and recreation facilities of Upper Dublin Township.
 7. The impact upon the character of the surrounding neighborhood. The applicant must show how the proposed development will address the impact upon the surrounding neighborhoods.

- B. Required documentation shall include the following:
1. The location and size of the site, with evidence supporting the general adequacy for development.
 2. The proposed residential density of the development and the percentage mix of permitted uses.
 3. Conceptual plans of proposed utility and drainage systems.
 4. Plans and renderings indicating the design, utility and aesthetic relationship of building and landscaping within the proposed development.
 5. Historic Resource inventory.
 6. Historic Preservation Plan, which identifies at a minimum:
 - (a) Exterior architectural and building elements to be renovated and preserved for each building, structure or feature consistent with the historic period represented by each building, structure or feature.
 - (b) Landscape elements (e.g. mature tree groves and specimen trees) consistent with the historic period represented by the historic buildings, structures and features and the extent to which each element will be preserved and maintained.
 - (c) Interior architectural and building elements to be renovated and preserved consistent with the historical period represented by each structure.
 - (d) Sight lines for visibility of historic buildings and structures on-site and off-site.
 - (e) Setbacks from historic buildings, structures and features.
 - (f) Declaration of Covenants and Restrictions setting forth perpetual, binding requirements addressing restoration, preservation and future funding for proper maintenance of the buildings, structures and features set forth in applicant's Historic Preservation Plan.
 7. Traffic Impact Statement.
 8. Fiscal Impact Statement.
 9. Preliminary Grading Plan.

10. Preliminary Stormwater Management Plan.
 11. Tree Removal and Preservation Plan.
 12. Preliminary Landscaping Plan.
 13. Sketch Plans and Architectural Renderings showing at a minimum elevations and material samples for each building type.
 14. Open Space Plan with walkways and provisions for public access.
 15. Common areas/shared facility plan including roads, parking areas, walkways, utilities, all historic structures and natural features, including proposed cross easements.
 16. The text of covenants, easements and existing restrictions or those to be imposed upon the land or structures, including provisions for public utilities and trails for such activities as hiking or bicycling, if applicable.
- C. Application review. The Upper Dublin Township Planning Commission shall review the conditional use application for compliance with the terms of this chapter, and shall submit its recommendations thereon to the Upper Dublin Township Board of Commissioners, after review by the Montgomery County Planning Commission
- D. Criteria for the grant of conditional use approval. An application for conditional use shall not be granted unless the following requirements have been satisfied in addition to those set forth at § 255-194. The applicant shall have the burden of demonstrating:
1. That the property contains a significant number of historic buildings, structures, statuary and other elements of vintage, character and age to warrant the grant of conditional use approval.
 2. That the proposed improvements to the historic buildings, structures, statuary and other features will preserve the distinguishing qualities and character of the historic resources and cultural landscape.
 3. That the dwelling unit site layout, design and implementation of buffering, landscaping, lighting, interior circulation, access and traffic management, parking, fencing and other land development features will preserve the integrity of the historic resources.
 4. That the proposed development will not have a significant adverse effect upon the surrounding neighborhoods.

- E. The conditions which shall be imposed by the Board of Commissioners shall include, at a minimum, the recording of a Declaration of Covenants and Restrictions, in form and substance satisfactory to the Board of Commissioners, setting forth perpetual, binding requirements addressing restoration, preservation and future funding for proper maintenance of the buildings and features set forth in applicant's Historic Preservation Plan. Park and recreation contributions, as mandated by Township Ordinance for residential developments, shall be waived and replaced by a binding requirement, set forth in the Declaration, enforceable by the Township, requiring an amount equal thereto to be paid into a fund for proper maintenance of the aforesaid features warranting historic preservation. Existing structures suitable for and approved by the Board of Commissioners for restoration and/or renovation for residential usage, or structures in the nature of gate houses or guard houses or other similar structures appropriate for retainage or renovation into residential usage, as identified in applicant's Historic Preservation Plan, may be designated in the conditional use approval for preservation and future residential usage with allowance for siting of same on designated fee simple parcels.
- F. An applicant may elect to submit a complete preliminary land development/subdivision application meeting the requirements of the Subdivision and Land Development Ordinance for processing contemporaneously with a conditional use application, provided the applicant waives, in writing, mandatory time limitations imposed upon Upper Dublin Township for action upon both the conditional use application and the preliminary land development/subdivision application to afford the Upper Dublin Township Board of Commissioners adequate time to render their decision upon both applications.
- G. Internal parcel creation and designation. At the time of approval of a final land development plan for a Historic Preservation Mixed Residential Community, the Board may approve a parcel plan to be recorded in the Office for the Recording of Deeds of Montgomery County establishing separate parcels for the Senior Independent Living Campus and/or individual buildings within the campus, as well as any multi-family components to allow for independent conveyance of those parcels separate and apart from the other residential uses, as well as to allow for recording of mortgage liens and financing liens in regard to such components. As a condition to the approval of such a parcel plan, a Declaration shall be approved by Board for recording establishing requisite cross easements servicing those parcels in concert with the parcel or parcels for the development of the other residential uses as well as for requisite participation in the funding of future maintenance and repair of all common areas and shared facilities in the nature of roadways and utilities by and among all residential components within the community.

EXHIBIT "B"

Architectural Design, Development and Building Standards and Guidelines for the Rehabilitation and Preservation of Historic Buildings, Structures, and Features – St. Mary's Villa Property

1. General

These Architectural Design Standards and Guidelines are provided to assure that new development on the St. Mary's Villa property respects the character of the key historic structures and features of the site, including the following:

- New development shall respect the historic role of the "Castle" as the commanding feature of the site. New buildings shall be designed to minimize their apparent height, through setbacks, changes in materials, etc. No part of any new structure shall exceed in height the elevation of the bottom of the crenellations of the ramparts of the main 3-story sections of the "Castle." Buildings will decrease in height with distance from the "Castle."
- New development shall respect the historic view shed of the "Castle", from Bethlehem Pike at Mattison Avenue (See Figure 1). Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of the historic features.
- New development shall respect the historic context and view shed from the Lindenwold Terrace Gateway, including the Gatehouse, entry way, stone walls, driveway between the sunken garden and Loch Linden, and associated statuary and "gazebo." (See Figure 1) Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of the historic features.
- New development shall respect the historic landscape view shed looking southeast from the original main entrance at the corner of Lindenwold Terrace at Bethlehem Pike (See Figure 1). Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of historic features.
- New development shall respect the historic landscape view shed at the historic southwest gatehouse and entry at Church Street (See Figure 1). Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of historic features.
- The materials and colors of new buildings shall respond to and compliment the materials and colors of the historic structures and features.
- New development will respect the setting of the original stone walls and associated landscaping along Bethlehem Pike and Lindenwold Terrace. Any fencing shall be setback at a minimum of 10' from the walls, be no more than 48" in height, and shall be screened by landscaping. Yard fencing may be painted metal picket fencing or wood. Privacy fencing higher than 48" shall be setback a minimum of 20' from the stone walls. Notwithstanding anything to the contrary, all fencing and landscaping shall comply with the requirements of all Township Codes and regulations, including Chapter 255 Zoning and Chapter 272 Subdivision and Land Development.

2. Compliance

Schematic Design drawings shall be submitted in conjunction with the Conditional Use application demonstrating how the buildings proposed will comply with these architectural design standards. The application shall include exterior materials samples, and the following:

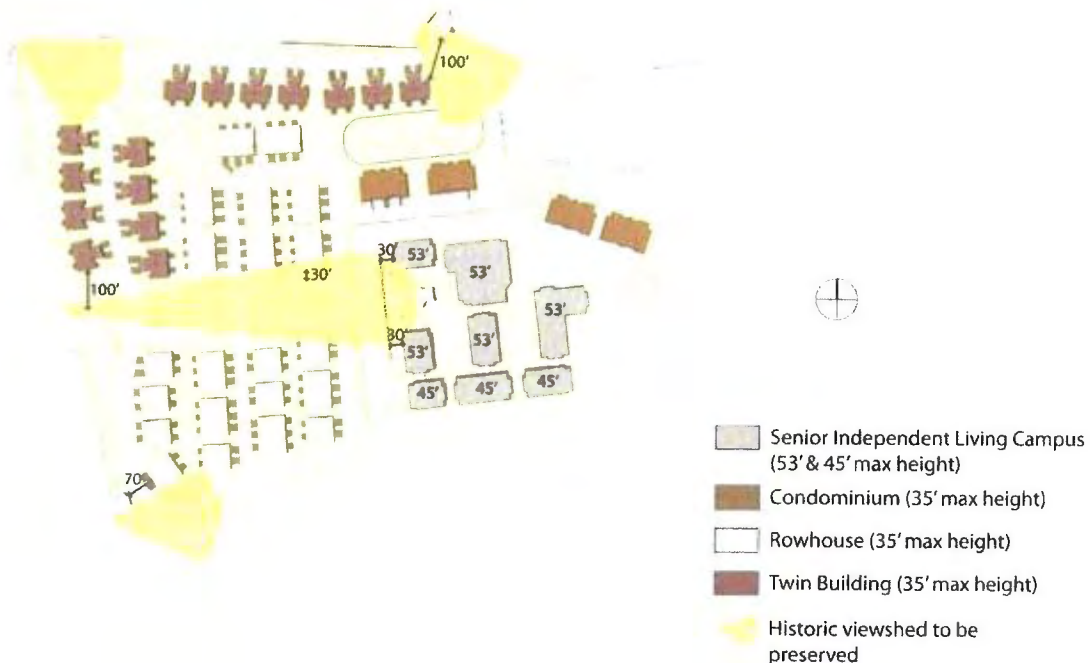
- Schematic Building elevations drawn to scale showing relationship to historic structures, and materials and colors
- Schematic 3-dimensional digital model showing relationship of new buildings to historic structures, materials and colors
- Schematic Site Plan drawn to scale
- Schematic Colored rendering
- Schematic Colored landscape plan

Township review and approval of the above building elevations and materials in conjunction with review and approval by a professional architect selected by the Township will be required for Conditional Use approval.

3. Building Height and Massing

No new building, including the peak of any pitched roof, shall exceed in height the height of the bottom of the crenellations of the ramparts of the "castle". Building heights shall not exceed the limits as indicated on Figure 1 site plan.

Figure 1: Annotated Site Plan with Building Heights, Setbacks, and Historic Viewsheds



a) Senior Independent Living Campus

- i. The height of new buildings, including the peaks of any pitched roofs, adjacent to the "Castle", as viewed from the Mattison Avenue View Shed, shall not exceed the height of the bottom of the crenellations of the ramparts of main roof of the "Castle", assumed to be 53' above the grade plane at the "Castle", but subject to field verification. Such buildings may not exceed 4 stories, plus parking within a semi-basement. Roof-mounted condenser units located in the middle section of the roof may extend above the maximum height, as long as such equipment is not visible from a point 5' above grade at any point on the site. (Figures 2 & 3). Chimneys may extend above the maximum height, as long as the materials and design are architecturally consistent with the design of the building.
- ii. No horizontally or vertically continuous exterior wall element of a building shall extend above 43', or be more than 3 stories in height. Any building volume and 4th floor above this line shall be setback from the main vertical plane of the building a minimum of 2'-0", or be located within a pitched roof or mansard type roof structure behind parapet walls. Features such as gables or dormers providing windows to the 4th floor may extend on the same wall plane as the wall below, above the stone band. (Figures 2 & 3)
- iii. Buildings abutting the "Castle" shall not exceed 4 stories plus parking in a semi-basement, or shall not exceed the height of the bottom of the crenellations of the ramparts of main roof of the "Castle" (assumed to be 53' above the grade plane at the "Castle", but subject to field verification), including the peaks of any pitched roof. (Figure 2)

Figure 2: Senior Independent Living Campus Building Heights Adjacent to the Castle

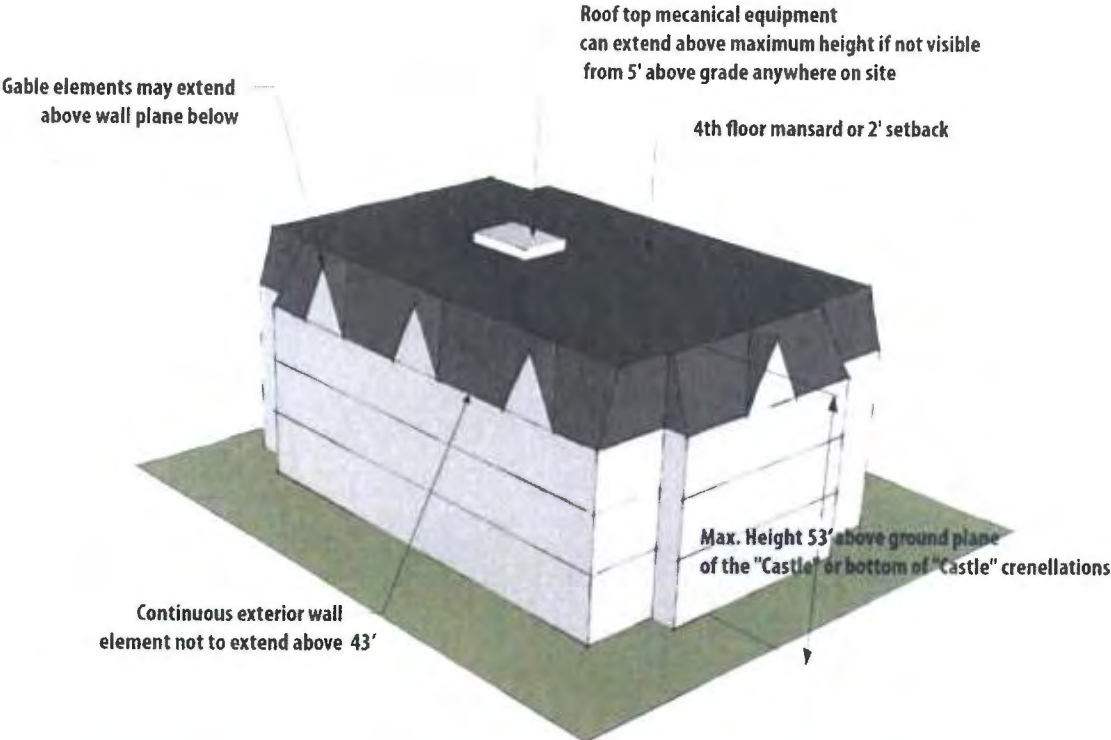
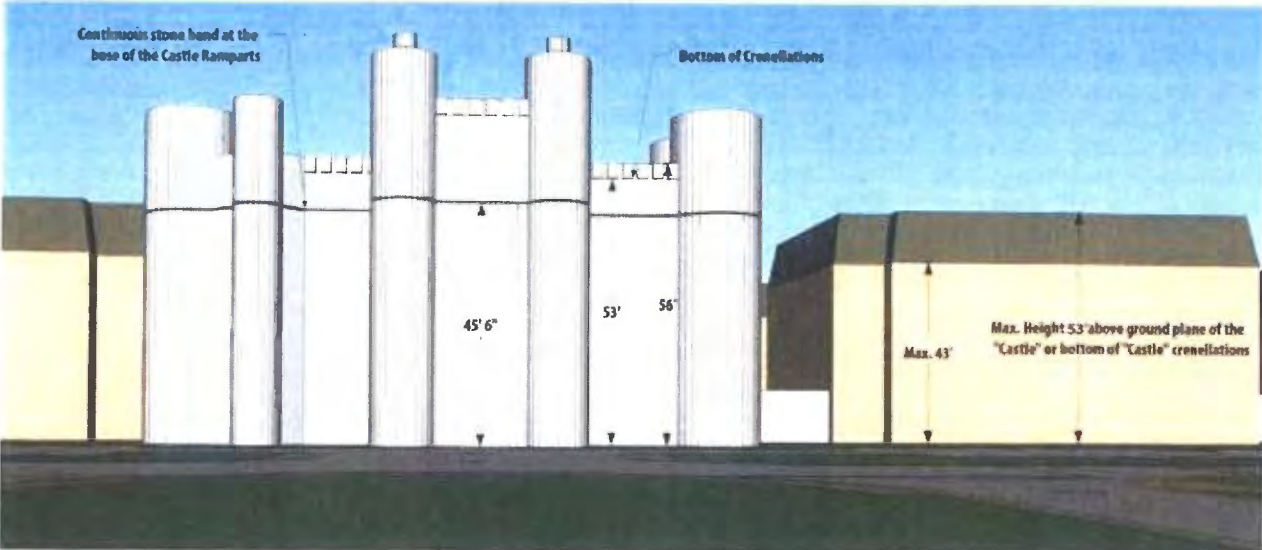
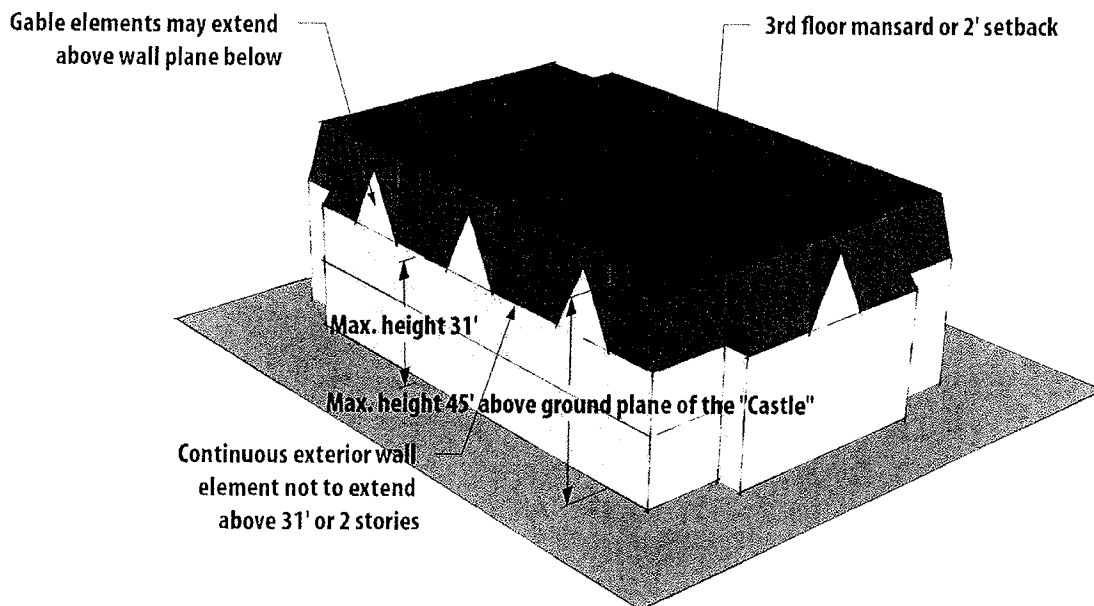


Figure 3: Senior Independent Living Campus Building Heights Adjacent to the Castle



- iv. Buildings facing the rear of Villa Drive shall not exceed 3 stories plus parking within a semi-basement, or 45 feet in height above the grade plane at the "Castle", including the peaks of any pitched roofs. No horizontally or vertically continuous exterior wall element of any building shall extend above a height of 31 feet above the average ground plane at the building, or be more than 2 stories in height. Any building volume and 3rd floor above this height shall be setback a minimum of 2'-0", or be located within a pitched roof or a mansard type roof structure behind parapet walls. Features such as windowed gables or dormers may extend on the same wall plane as the wall below, above the 31-foot height to provide windows to the third floor. (Figure 4)

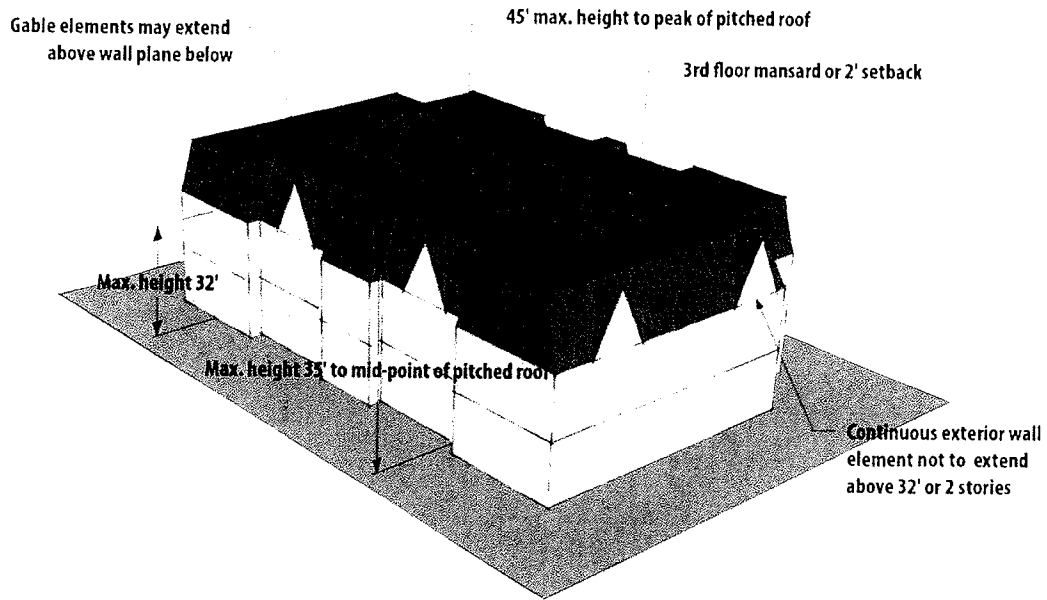
Figure 4: Senior Living Campus Building Heights Facing Villa Drive



b) Condominium Apartments

- i. The condominium apartment buildings shall not exceed 3 stories in height plus semi-basement parking or 35 feet in height. Such maximum height shall be measured from the first floor elevation to the mid-point of any pitched roof. Height to the peak of any pitched roof shall not exceed 45'. No horizontally or vertically continuous wall element of any building shall extend above 2 stories or 32 feet in height. Any building volume and third floor above the height shall be setback a minimum of 2'-0" or be located within a pitched or mansard type roof structure behind parapet walls. Features such as gabled dormers associated with mansard type roofs behind parapet walls may extend on the same wall plane as the wall below, above the 32' height, to provide windows to the third floor. Chimneys may extend above the maximum height, as long as the materials and design are architecturally consistent with the design of the building. (Figure 5)

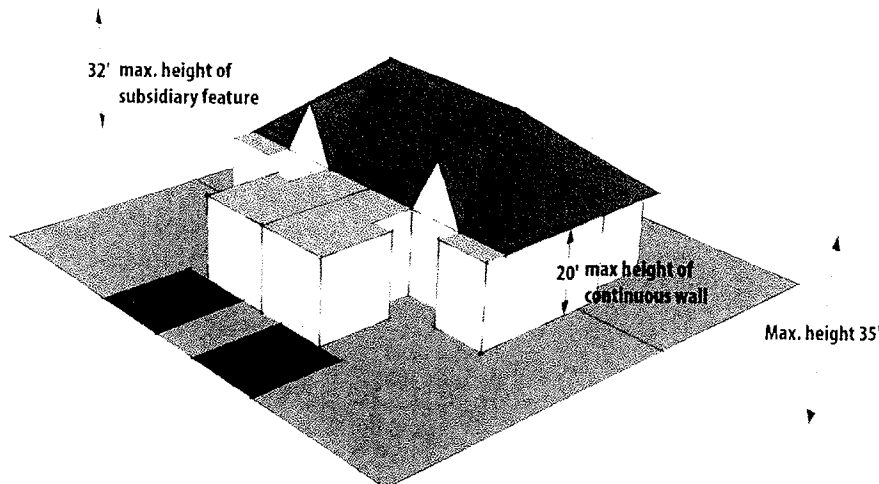
Figure 5: Condominium Building Heights



c) Twin Homes and Townhouses

- i. The height of Twin Homes and Townhouse buildings shall not exceed 35 feet, and 2 stories. Such maximum height shall be measured from the first floor elevation to the peak of any pitched roof. No continuous wall element of any building shall extend above a height of 20 feet and the main eaves level of any pitch roof shall be no higher than 20 feet. Subsidiary features such as gables and gabled dormers may extend to a maximum height of 32 feet. Chimneys, turrets, and terraces may extend above the maximum height, as long as the materials and design are architecturally consistent with the design of the building. (Figure 6)

Figure 6: Twin and Townhouse Building Heights



4. Building Placement

Buildings shall conform to the following separation and setback requirements:

a) Twin and Townhomes

I. Building separation

- i. Side to Side, 20' minimum
- ii. Front to Front, 60' minimum
- iii. Back to back, 50' minimum
- iv. Side to front or rear, 35' minimum
- v. Separation from historic building or other feature including the "Castle", gatehouses, and gazebo, 70' minimum (100' minimum at Lindenwold Terrace Gatehouse). (See Figure 1).

II. Setbacks

- i. Front setback from curb – 20' minimum
- ii. Side setback from curb along main drive from Bethlehem Pike: 30' minimum at median section; 100' minimum at entry drive (See Figure 1). Chimneys and screened HVAC systems shall be allowed in the setback area.

b) Condominiums

I. Building separation

- i. Side to side – 25' minimum

II. Setbacks

- i. Front setback from curb – 20' minimum

c) Senior Independent Living Campus

I. Building separation

- i. Side to side – 20' minimum
- ii. Front to front/back to back – 60' minimum
- iii. Side to front or rear – 30' minimum
- iv. From historic "Castle" building – 25' minimum
- v. Single-story link structures may link abutting buildings on the first or second floor, including the "Castle", within the required building separations. Such links may not have vertical walls that exceed 11 feet in height above the floor structure below the link and shall have a minimum 40% transparency.

II. Setbacks

Any new buildings shall be setback a minimum of 30' from the main front wall plane of the Castle building. (See Figure 1)

5. Building Materials

- a) Historic features of the site, including the Castle and gatehouses, and perimeter walls are constructed of natural tan/grey color, coursed and uncoursed ashlar stone. Building materials for new buildings shall compliment the building materials and colors of the historic features of the site, and the number of materials used in any one building shall be limited. Acceptable materials include stone, cultured stone, or cast stone, in a coursed or uncoursed ashlar pattern, of a similar color range to the historic stone, or cement stucco, in earth tone colors or black that complement the existing stone color. For the Senior Independent Living Campus, painted cement board and trim in earth-tone colors is acceptable on interior elevations or internal facing courtyard elevations. For other buildings, fiber cement board and siding and trim in earth-tone colors is acceptable as a secondary material. Alien materials such as brick masonry and builder grade vinyl siding, are prohibited; heavy duty premium vinyl siding is allowed as a secondary material for townhomes and carriage homes only. Trim and windows should be in a compatible color palette to the building materials; true white trim and true white windows are prohibited. Vinyl soffits, shutters, privacy fences, and railings in a compatible color palette to the building materials are allowed.
- b) The rear facades of buildings shall be constructed of the same materials as the side facades. Sides of buildings directly abutting the primary access drive from Bethlehem Pike, and the end units of west facing rear facades of such buildings, shall be articulated in a similar manner to front facades by using a variety of materials and having changes in roofline. The rear facades of buildings facing Bethlehem Pike shall be articulated in a similar manner to front facades by using a variety of materials and having changes in roofline. Vinyl siding may not be used as the predominant material on any façade.

6. Building Articulation

Visual mass of all buildings shall be deemphasized through the use of architectural devices, including form, features and materials, to reduce their apparent height, bulk and volume, to preserve the dominance of the "Castle" as the principal feature of the site.

Vertical articulation. Vertical articulation of the building facade, including changes in building plane and materials, shall be used to reduce the apparent scale of the buildings. Vertical articulation may include architectural features, such as projecting or receding elements, changes in roofline, recessed or projecting entries, and other similar features. The depth of such articulation shall be a minimum of 2'-0", with the exception of chimneys. Vertical articulation shall occur at a minimum thirty-foot interval, but each articulation of the building plane is not required to extend the full height of the building facade.

Horizontal articulation. Horizontal articulation of the building facade, including changes in building plane and/or materials, shall be used to reduce the apparent height of the building facade. Such horizontal articulation may be provided by mansards, wall setbacks, changes in materials or other devices.

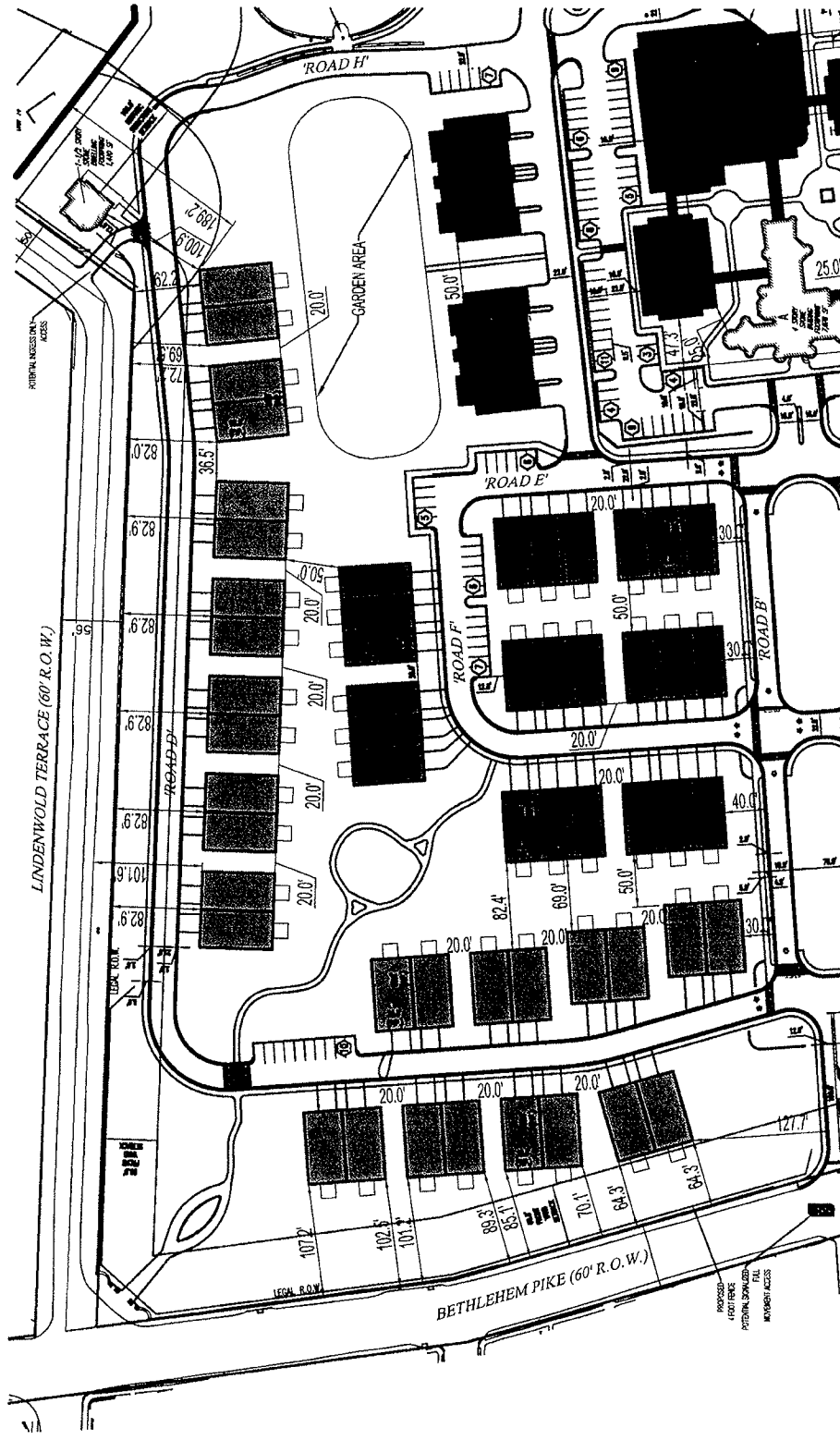
7. Standards for Rehabilitation of Historic Structures

All exterior rehabilitation work to historic buildings, structures, and other features shall be completed in conformance with the Secretary of the Interior's Standards for Rehabilitation (**Department of Interior regulations, 36 CFR 67**). Existing historic building fabric will be retained or repaired where feasible.

8. Alternative Compliance

The Board of Commissioners in their sole and absolute discretion may, approve the use of architectural concepts, designs, and materials which differ from those set forth above if the applicant demonstrates to the satisfaction of the Board that such concepts and designs are in harmony with the statement of purpose described in Section 1.

EXHIBIT "C"



R:\13\131158.01\Draw\CONCEPTS\CONCEPT C.D. (CONCEPT A-7)-----X-AVOR: EXHIBIT C.1 OF 2.0

PROJECT NAME:

DUBLIN VILLA DEVELOPMENT, LLC
ST. MARY'S VILLA

701 S. BETHLEHEM PIKE, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

PROJECT NUMBER:

P131158.01

SHEET TITLE:

EXHIBIT C
SHEET 1 OF 2

CHECKED BY:

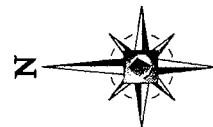
J.R.D.

DATE:

2014.10.31

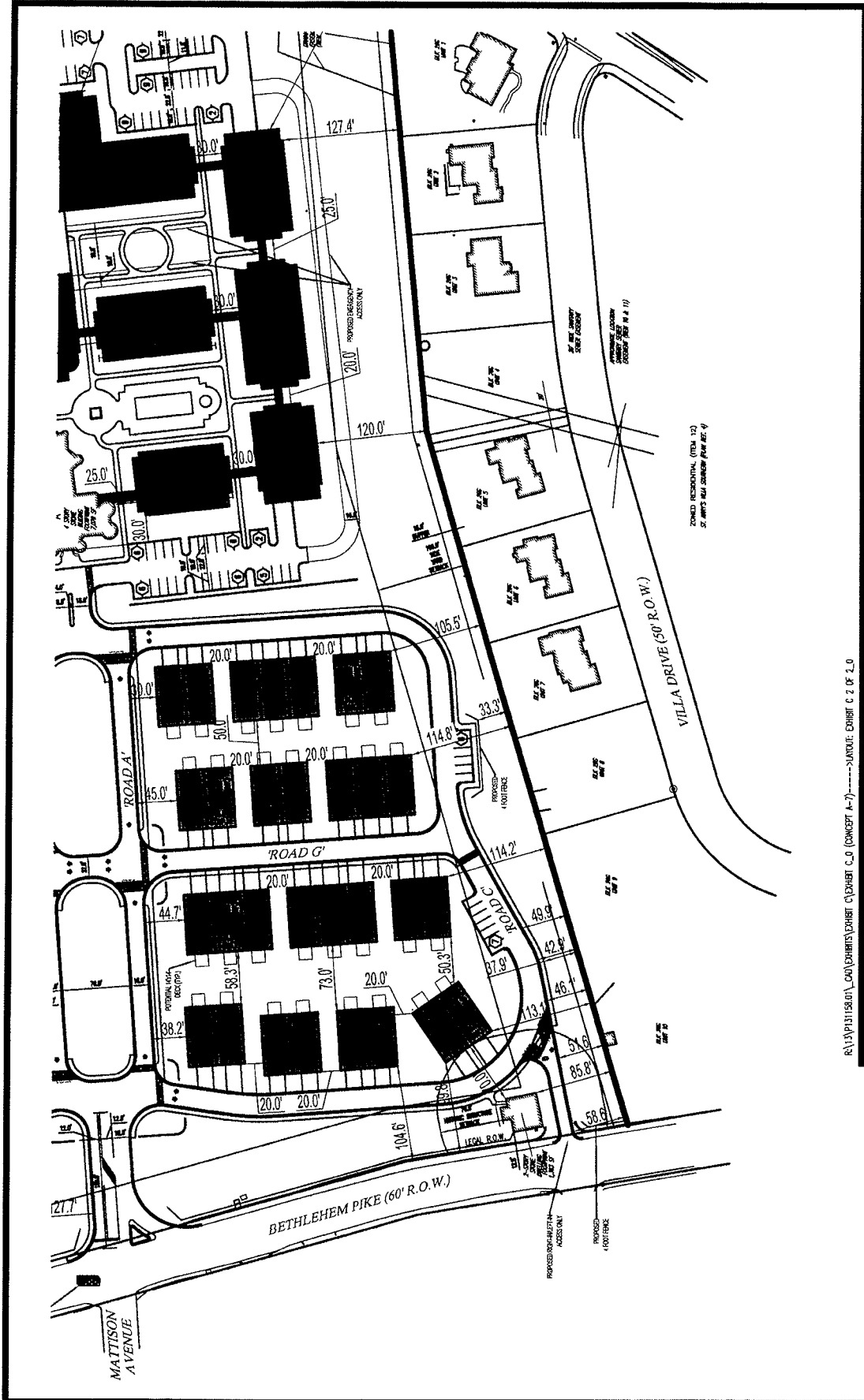
SCALE:

1"=150'



BOHLER
ENGINEERING

1600 MANOR DRIVE, SUITE 200 CHALFONT, PA 18914
PHONE: (215) 996-9100 FAX: (215) 996-9102



R:\1\13158.01\13158.01\EXHIBIT\EXHIBIT C.0 (CONCEPT A-7)-----JANUARY EXHIBIT C.2 OF 2.0

PROJECT NAME: DUBLIN VILLA DEVELOPMENT, LLC ST. MARY'S VILLA 701 S. BETHLEHEM PIKE, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA	
SHEET TITLE: EXHIBIT C SHEET 2 OF 2	
SCALE: 1"=150' DATE: 2014.10.31 CHECKED BY: J.R.D.	PROJECT NUMBER: P131158.01



BOHLER
ENGINEERING
 1600 MANOR DRIVE, SUITE 200 CHALFONT, PA 18914
 PHONE: (215) 996-9100 FAX: (215) 996-9102

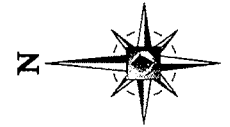
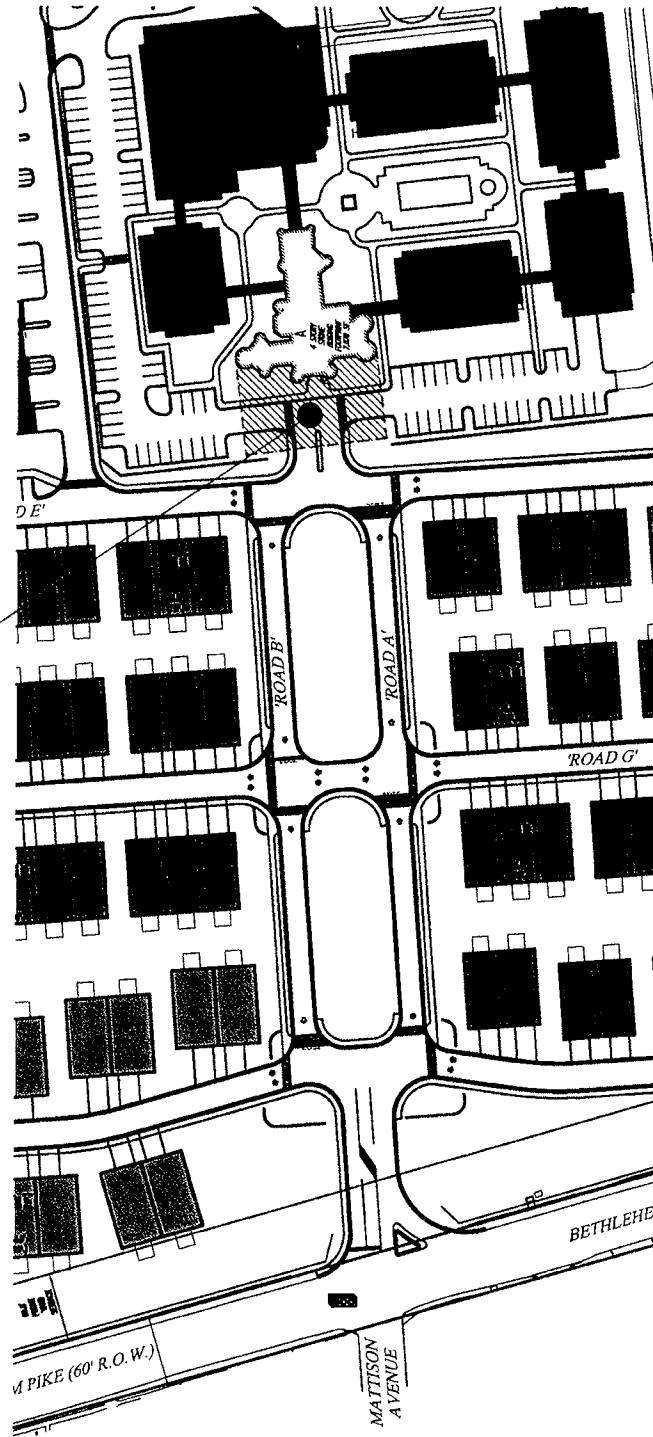


EXHIBIT "D"

AREA OF NO PARKING



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PROJECT NAME:

DUBLIN VILLA DEVELOPMENT, LLC
ST. MARY'S VILLA

701 S. BETHLEHEM PIKE, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA

SHEET TITLE:

EXHIBIT D
SHEET 1 OF 1

SCALE:

1" = 150'

DATE:

2014.11.05

CHECKED BY:

J.R.D.

PROJECT NUMBER:

PT31158.01



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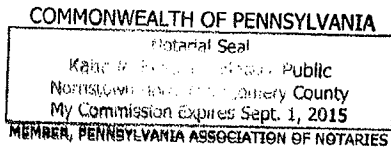
1600 MANOR DRIVE, SUITE 200 CHALFONT, PA 18914
PHONE: (215) 996-9100 FAX: (215) 996-9102

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

ACKNOWLEDGMENT

On this, the 8 day of December, 2014, before me the undersigned officer, personally appeared DAVID J. BROOMAN, known to me to be the person whose name is subscribed to the Declaration of Covenants and Restrictions, and acknowledged that he executed the same for the purposes therein contained and desires the same might be recorded as such.

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



Kaiti R McAlume
Notary Public

EXHIBIT B

**CONDITIONAL USE APPROVAL
DATED MAY 9, 2017**

**BEFORE THE BOARD OF COMMISSIONERS
OF UPPER DUBLIN TOWNSHIP**

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

IN RE: Application for Conditional Use
of Lindenwold Residential Associates, LLC.

Property: 701 South Bethlehem Pike
Application No: 2167

I. INTRODUCTION

An application for conditional use was heard before the Board of Commissioners of Upper Dublin Township (the "Board") on February 21, 2017, and April 18, 2017, after proper advertisement and other required public notice. The applicant, Lindenwold Residential Associates, LLC ("LRA"), seeks conditional use approval for a mixed use residential-historic district development pursuant to the provisions of the Upper Dublin Township Code, Chapter 255, Article XXXVII, Sections 255-281 -- 255.286.

The applicant seeks to develop 45.523 acres located at 701 South Bethlehem Pike. The property is located at the intersection of Bethlehem Pike and Lindenwold Terrace and has approximately 1,300 feet of frontage on Bethlehem Pike. The property is commonly known as "Lindenwold" and/or "St. Mary's Villa for Children." The property was the former estate of Dr. Richard Vanselous Mattison (1851-1936). Dr. Mattison was co-owner of Keasbey & Mattison (K&M) Company of Ambler, one of the largest pharmaceutical and later, asbestos manufacturing companies in the world in the late Nineteenth and early Twentieth centuries.

The property was purchased by Dr. Mattison in 1888 and in 1912 he constructed the mansion which currently exists at the property to resemble Windsor Castle in England (the "castle"). The residential portion of his estate contained approximately 76 acres, including the castle, a carriage

house, two gate houses, a boat house, a sunken garden, a gazebo and lake called Loch Linden, a dam, formal gardens, numerous statuary, decorative wrought iron gates and a stone wall along Bethlehem Pike and Lindenwold Terrace.

Lindenwold was sold to the Sisters of the Holy Family of Nazareth, the present owners, in January 1936, to be used as an orphanage. The facility eventually became a home for abused and neglected children until it closed in June 2016. The property is currently under agreement of sale with LRA. The property is bordered by residential developments to the north, south and east, and Bethlehem Pike to the west.

The property is a Class 2 Historic Resource pursuant to Chapter 127 of the Township Code, and has been determined eligible for inclusion on the National Register of Historic Places by the Pennsylvania Historical and Museum Commission. The property's significant historic resources include:

- Sunken Garden
- Loch Linden Lake and Gazebo
- Gatehouse and Entry at Lindenwold Terrace
- Main Entryway with Fountain and Statuary
- Gatehouse and Entry at Bethlehem Pike
- Formal Gardens
- Stone Walls along Bethlehem Pike and Lindenwold Terrace
- Statuary and Fountains throughout the grounds including a statute in Loch Linden Lake
- Springhouse
- Iron Gates

- Castle

It is the intent of the Mixed Use Residential-Historic District to provide for the preservation of meaningful, historic buildings, structures and features on the property proposed for mixed use residential development by the establishment of reasonable zoning standards to promote the desirable benefits which follow the development of a mixed use residential community, which will preserve as part of the community, significant historical buildings, structures and features.

II. THE CONDITIONAL USE APPLICATION

The applicant has proposed a mixed use residential development consisting of thirty-two (32) single family attached twins (“carriage homes”), seventy-two (72) single family attached townhouses (“townhomes”), and a two hundred and fifty (250) dwelling unit senior independent living campus. The senior independent living campus is proposed to be located to the rear of the castle with structured indoor parking for residents. The senior independent living campus is set back on the site to preserve the architecturally significant viewshed from Bethlehem Pike. The carriage homes are located along Bethlehem Pike and Lindenwold Terrace. The townhomes are located internal to the site along the entrance road and internal roadways. The senior independent living campus, carriage homes and townhomes each have incorporated architectural details and materials consistent with the castle, gatehouses and other architecturally significant features of the property.

Submitted with the application was an historic resource inventory and historic preservation plan for the castle, gazebo, entrances, gatehouses, formal garden, site perimeter wall and pre-1936 statuary. The application included a proposed Declaration of Reciprocal Easements and Restrictions between LRA, future owner of the senior independent living campus,

and Dublin Villa Development, LLC, (“DVD”), future owner of the residential parcels for the carriage homes and townhomes.¹ All financial responsibilities of LRA and DVD is to be split forty-five percent (45%) by LRA and fifty-five percent (55%) by DVD.

Also submitted with the application was a proposed preservation easement between LRA and a nonprofit charitable organization to be designated by Upper Dublin Township. Finally, the applicant submitted a stream restoration plan to address a failed dam on the property, the rechanneling of Honey Run Creek and the establishment of a 1 to 2 acre lake, fed by channelized storm drainage from the Lake Drive development, with associated wetlands, perennial wildflowers and wetland indigenous plants.

Based on agency, township staff and township professional consultant reviews, the application was amended in several significant respects, including retention of a portion of Loch Linden Lake; the extent of restoration and rehabilitation, as those terms are defined by the U.S. Secretary of Interior and National Park Service, of the castle and other historic assets; traffic improvements; and, the future uses of the castle.

III. THE CONDITIONAL USE HEARING

The applicant called six witnesses during the two nights of hearings to present the conditional use plan and respond to questions from the Board of Commissioners and Township staff. Eric Britz, P.E. and Project Manager, Bohler Engineering, presented the civil engineering aspects of the application, and the site plan in particular. (2/21/2017 N.T., Pgs. 30-64). Mr. Britz

¹ It is recognized by the Township that the ultimate Ownership of the residential parcels, castle, gatehouses, senior independent living complex and open space will be successors or assigns of LRA and DVD. The ultimate ownership of the subdivided property, buildings, other structures, statuary and fixtures, is subject to the review and final approval of the Board of Commissioners.

testified as to the site plans' compliance with the development regulations found at Sections 255-284 and 255-285. Mr. Britz was recognized as an expert in the field of civil engineering and the Board finds his testimony credible.

John R. Wichner, P.E. and Senior Project Manager, McMahon Engineering, presented the results of the applicant's Transportation Impact Study, the offsite traffic impacts and mitigation measures, ingress to and egress from the development, and internal traffic circulation. (2/21/2017 N.T., Pgs. 64-117). Mr. Wichner testified regarding the revisions made to the Transportation Impact Study as a result of comments and consultation with the Township's traffic consultant, Jack R. Smyth, Jr., P.E., Boles, Smyth Associates, Inc. ("Boles Smyth"), the Montgomery County Planning Commission ("MCPC"), the Pennsylvania Department of Transportation ("PennDOT"), Ambler Borough, and the Township Engineer.

Mr. Wichner opined that the conditional use plan met the requirements of Section 255-282.E.3-8, and that the off site traffic improvements would mitigate any traffic related impacts. The applicant has agreed to prepare a post development traffic study and to install traffic signalization if warranted. Mr. Wichner was recognized as an expert in transportation engineering and the Board finds his testimony credible.

Thomas R. Johnson, Jr., Skelly & Loy, Engineering Environmental Consulting ("Skelly & Loy") presented the stream re-channelization plan and the evaluation of that plan as a result of comments from the Township Engineer and F.X. Browne, Ph.D, P.E., F.X. Browne, Inc., Engineers – Planners Scientists ("F.X. Browne"), an expert retained by the Township to review and comment on the stream restoration plan and the Loch Linden Lake design. (2/21/2017 N.T., Pgs. 144-206; 4/18/2017 N.T., Pgs. 8-38). The applicant has applied to the Pennsylvania Department of Environmental Protection ("PaDEP") and the U.S. Army Corps of Engineers

("USACE") to remove the existing dam structure, re-channelize Honey Run Creek and re-configure Loch Linden Lake and associated wetlands. Final design of the lake will be submitted with the subdivision/land development application and is subject to final permitting from Pa DEP. Mr. Johnson was recognized as an expert in regulatory biology as it relates to Clean Water Act permitting and licensing, and environmental restoration design and aqua systems. The Board finds Mr. Johnson's testimony to be credible.

Kelly Cook Andress, President and Founder of Sage Senior Living ("Sage"), described the elements and uses of the senior independent living complex. (2/21/2017, N.T. Pgs. 118-144). Sage has been identified by the applicant to be the operator of the senior independent living complex. Ms. Andress has a 27 year background in independent and assisted living retirement communities as a former Vice President of Finance and Development for Sunrise Retirement Communities. Ms. Andress has personally developed over 20 such communities, and Sage currently operates six communities, three in Pennsylvania and three in Maryland.

Ms. Andress described the amenities, services and activities offered to residents, the planned accessory uses, including memory care, the number of employees, and transportation services for residents. Finally, Ms. Andress expressed her commitment to work with the Township and its consultants during subdivision/land development plan review to finalize plans to rehabilitate the castle and interior spaces to appropriate re-use.

John H. Cluver, AIA, LEED AP, is a Partner and Director of Historic Preservation at Voith & Mactavish Architects, LLP. Mr. Cluver was recognized as an expert in historic preservation. Mr. Cluver prepared the historic resource inventory and the historic preservation plan. Mr. Cluver described the elements of the historic preservation plan, and consultation with the Township consultants, John R. Gibbons, AIA/AICP, Laura Ahramjian, AICP and Philip E.

Scott, RA, KSK Architects Planners Historians, Inc. (“KSK”). (4/18/2017) N.T. Pgs. 40-76). A significant portion of Mr. Cluver’s testimony was in response to questions from the Board of Commissioners and Township staff clarifying the extent of restoration and/or rehabilitation of each historic asset, as those terms are defined by the U.S. Department of the Interior and the National Park Service, and the financial mechanisms in place to ensure both the initial restoration and/or rehabilitation, and future maintenance. The Board finds Mr. Cluver’s testimony to be credible.

Len Poncia, Aquinas Realty, was present throughout the course of the hearings and testified on behalf of the applicant. (4/18/2017, N.T., Pg. 75). LRA is the equitable owner of the property. LRA works in coordination with Guidi Homes and the Goldenberg Group joint venture, DVD, on all aspects of the development. Mr. Poncia, on behalf of the applicant, adopted as his own testimony certain promises and representations made by counsel for the applicant, in the areas of historic preservation, stream restoration, specific future uses of the castle, and specific elements of the senior independent living complex and its operation.

Public comment was accepted by the Board at both nights of hearings on the conditional use application. (2/21/2017 N.T., Pgs. 206-256; 4/18/2017, N.T., Pgs. 76-158). A majority of the public comments concerned the impact the development would have on the Lake Drive community and the Villa Drive residents bordering the property. No one entered their appearance as a party to the conditional use proceeding. (2/21/2017 N.T., Pg. 11; 4/18/2017, N.T. Pg. 76). The Board did take the public comments into consideration in rendering this decision.

The conditional use application received positive recommendations from the Township Planning Commission and Montgomery County Planning Commission. Their review letters and recommendations also were taken into consideration by the Board in rendering this decision.

IV. FINDINGS OF FACT

A. Public Notice.

1. Notice of the conditional use hearing was published in The Ambler Gazette on February 5 and 12, 2017 and on April 2 and 9, 2017 (Exhibit T-1, T-37).

2. Notice of the conditional use hearing was posted on the property beginning February 7, 2017 (Exhibit T-2).

3. The conditional use hearing was held on February 21, 2017, March 14, 2017 (continued with the applicant's permission and an extension of time due to inclement weather), and April 18, 2017 (N.T. 2/21/2017 and 4/18/2017, and Exhibit T-38).

B. The Conditional Use Application.

4. The applicant submitted with the conditional use application an eight sheet plan set prepared by Bohler Engineering, dated September 11, 2015, consisting of:

- (1) Coversheet
- (2) Site Plan
- (3) Existing Conditions/Natural Resources Plan
- (4) Open Space Plan
- (5) Grading Plan
- (6) Utility Plan
- (7) Tree Removal Plan
- (8) Landscape Plan

(Exhibit T-3).

5. The conditional use application, as originally submitted, was deemed incomplete.

6. The conditional use application was resubmitted, including the eight plan set, on October 14, 2016. (Exhibit T-3). The plans were revised as a result of comments from the Township zoning officer, Township engineer, the Montgomery County Planning Commission and the Township's professional consultants (Traffic: Jack R. Smyth, Jr., P.E., Boles, Smyth Associates, Inc. ("Boles, Smyth"); Historic Preservation: John R. Gibbons, AIA/AICP, Laura Ahramjian, AICP and Philip E. Scott, RA, KSK Architect Planners Historians, Inc. ("KSK"); Lake and Stream Restoration: F.X. Browne, Inc. ("F.X. Browne"); and, Landscaping: Richard Collier, Jr., AICP, ASLA, Land Concepts Group, LLC ("Land Concepts")).

7. On January 11, 2017, the applicant submitted a revised historic preservation plan prepared by Bohler Engineering with an historic preservation plan key. (Exhibit A-6).

8. The applicant also submitted with the conditional use application, and revised as a result of comments from Township staff and Township professional consultants, reports required by Section 255-286, including:

- (a) Transportation Impact Study prepared by McMahon Associates (revised as a result of comments from Boles, Smyth) (Exhibits T-3, T-5 and T-14).
- (b) Fiscal Impact Assessment of proposed redevelopment of St. Mary's Villa – Revised Development Program, prepared by Urban Partners, November, 2016, revised February, 2017 (Exhibits T-28, A-2).
- (c) Historic Resource Inventory consisting of a site plan, sketch floor plans for the castle and photos of historic resources keyed to the site plan and sketches, prepared by Voith & Mactavish Architects, LLP (Exhibit T-34).

- (d) Historic Resources Preservation Plan Narrative (revised to reflect the comments of KSK), last revised February 20, 2017 (Exhibits T-32, T-35 and T-36).
- (e) Three unit townhouse renderings and conceptual townhouse elevations prepared by Kimmel Bogrette Architecture and Site, dated November 10, 2016 (Exhibit T-22).
- (f) Two unit carriage home renderings and conceptual carriage home elevations prepared by Kimmel Bogrette Architecture and Site, dated November 10, 2016 (Exhibit T-21).
- (g) Streetscape exhibits prepared by Boehler Engineering dated November 10, 2016 (Exhibits T-21 and T-22).
- (h) St. Mary's Villa, Model A front elevation, prepared by Mark Stanish Architects, dated November 29, 2016 and St. Mary's Villa, Model A street view prepared by Mark Stanish Architects, dated November 29, 2016.
- (i) Carriage home and townhome "Option A" architectural renderings prepared by Michael H. Visich Architect Planners.
- (j) Landscaped Perspective Main Entrance architectural rendering prepared by Charles H. Gale, Jr., Gale Nurseries, Inc., dated October 20, 2015 (Exhibits A-7 and A-8).
- (k) Draft Declaration of Reciprocal Easement and Restrictions, by and between Lindenwold Residential Associates, LLC and Dublin Villa Development LLC (Exhibit T-3).

(l) Draft St. Mary's Villa Preservation Easement by and between Lindenwold Residential Associates, LLC and a nonprofit charitable corporation designated by Upper Dublin Township, with appendices A through C, dated October 18, 2016 (Exhibit T-3).

(m) St. Mary's Villa Stream Restoration Plan set prepared by Skelly and Loy, Inc. Engineers-Consultants, dated April 13, 2016, last revised April 5, 2017 (revised to reflect the comments of F.X. Browne) (Exhibits T-3, T-39 to T-43, inclusive, and A-11).

(n) Amendments to the St. Mary's Villa Historic Preservation Plan prepared by Voith & Mactavish Architects, LLP, in response to comments from KSK, dated April 17, 2017 (Exhibits T-36, A-17).

C. Compliance with the Mixed Use Residential-Historic District Regulations.

9. The proposed uses are among the uses permitted in Section 255-282.

10. The applicant has proposed a minimum of three of the permitted residential uses as required by Section 255-284.B.1.

11. The applicant has proposed a senior independent living campus consistent with Section 255-282.D. and Section 255-283.

12. The senior independent living campus constitutes seventy percent (70%) of the total units as required by Section 255-284.B.2.

13. Kelly Cook Andress, President and founder of Sage Senior Living, testified on behalf of the applicant and described the proposed senior independent living campus operation. (2/21/2007 N.T., Pgs. 118-143)

14. Sage Senior Living has been identified as the operator of the senior independent living campus.

15. The senior independent living campus will be limited to residents 55 years of age and over.

16. The minimum senior living unit size for the senior independent living campus is equal to or greater than five hundred (500) square feet for a single resident unit and greater than or equal to seven hundred (700) square feet for a two resident unit.

17. Not more than sixty percent (60%) of the units in the senior independent living campus will be available for double occupancy.

18. No more than two residents will reside in any dwelling unit, plus one caregiver (if desired).

19. The individual dwelling units at the senior independent living complex will have accessory uses and supportive social residential services including dining facilities, housekeeping, medical and support services, security and twenty-four hour monitoring, an emergency call system, recreational facilities including a fitness center, wellness promotion, exercise programs, transportation, educational and special events, laundry services and social and recreational programs.

20. The senior independent living campus will include accessory uses appropriate for allowing independent older adults to age in place.

21. The senior independent living campus will have approximately ninety (90) employees, on three shifts, over a twenty-four (24) hour period.

22. The senior independent living campus will not have skilled nursing, but will have medical and support services, a dedicated medical and support area, and an assisted living and memory care wing.

23. The senior independent living campus operator will provide van service to take its residents to shopping venues, the downtown Ambler commercial district, SEPTA, and other destinations within a four (4) mile radius of the property.

24. The castle building will be part of the senior independent living campus and initially utilized for professional offices by LRA, as well as the sales center for the townhome/carriage home community.

25. As the townhome/carriage home community homeowners association forms, and the dwelling units are occupied, a portion of the castle building will be set aside for use as a meeting room for the use of the HOA.

26. The senior independent living campus operator will maintain administrative offices in the castle building so that there will be a permanent user in place to monitor the historic asset on a daily basis.

27. The senior independent living complex buildings will be designed and equipped with all required fire suppression, protection and alarm facilities and mechanisms.

28. Eric A. Britz, P.E., testified on behalf of the applicant in the area of civil engineering, and the site plan's compliance with the requirements of the Section 255-284 and 255-285. (2/21/2017 N.T., Pgs. 30-64)

29. The senior independent living campus buildings will not exceed the height of the castle. (Exhibit A-5).

30. The carriage homes, townhomes, and senior independent living campus comply with the building height restrictions of Section 255-284.F.

31. The property exceeds forty (40) acres with a minimum width of eight hundred (800) feet along Bethlehem Pike.

32. The building layout complies with the required perimeter setbacks set forth in Section 255-284.E.

33. Total impervious surface for the development is 38.1%.

34. The minimum overall yard setbacks, building setbacks, and setback from the castle comply with Section 255-284.E.

35. The minimum building setbacks, minimum building separation for the carriage homes and townhomes, buffering and screening comply with Section 255-285.

36. The building height of the carriage homes, townhomes and the senior independent living campus comply with Section 255-284.F.

37. Parking for the senior independent living campus, carriage homes and townhomes complies with Section 255-284.G.

38. The senior independent living campus has a maximum density of fourteen (14) units per acre; the carriage homes and townhomes have a maximum density of five (5) units per acre.

39. The townhomes are 2 and 3 unit townhome buildings with a maximum building length of 160 feet.

40. Areas of the property which constitute steep slopes under the Township Code will remain undisturbed.

41. The applicant submitted confirmation from the servicing water and sewer authorities that adequate capacity is available.

42. The applicant submitted, with the conditional use application, a preliminary stormwater management design and best management practices which proposes underground infiltration beds as the primary stormwater management facility.

43. Post development conditions will not exceed pre-development conditions in terms of the rate of runoff.

44. Thomas R. Johnson, Jr. testified on behalf of the applicant, and described the details of the stream restoration plan and measures that will be taken to preserve a two acre lake in the location of the existing Loch Linden Lake. (2/21/2017 N.T., Pgs. 144-206, 4/18/2017 N.T. Pgs. 8-38).

45. The applicant submitted plans and Pennsylvania Department of Environmental Protection ("PA DEP") permit application materials indicating its intent to remove the existing dam at the east end of the property which has been the basis for concern by PA DEP and the Township.

46. The applicant has proposed to rechannel Honey Run Creek to the satisfaction of the Township, the PA DEP and the USACE.

47. Loch Linden Lake will be reconstructed to a maximum depth of six (6) feet, gradually reducing in depth to a minimum depth of three (3) feet, with an impermeable clay liner at the bottom to retain water, and with associated wetlands, wetland vegetation, and other indigenous plantings. (Exhibits A-11, T-41, 42, 43; see also, Exhibits A-12 to A-15, inclusive).

48. The plans and studies submitted with the conditional use application, together with the testimony of the applicant during the conditional use hearing, demonstrate the absence of any significant adverse ecological or environmental impact to existing natural resources.

49. The perimeter of the site will be extensively landscaped and will have significant buffer areas to adequately screen and protect adjoining neighborhoods from any undue glare, noise or other impacts. (Exhibit A-8).

50. The applicant has proposed walking paths for the general public accessible from Bethlehem Pike and Lindenwold Terrace. Future walking trails include a connection to Loch Alsh Avenue.

51. The applicant has proposed that 19.76 acres (or 44.3% of the property) remain open space.

52. There will be no significant impact in regard to the provision of police and fire protection.

53. John R. Wichner, P.E., presented the Transportation Impact Study, and described the offsite traffic impacts and mitigation measures, ingress and egress from the development, and internal circulation. (2/21/2017 N.T., Pgs. 64-17).

54. The primary entrance to the development will be off Bethlehem Pike, across from Mattison Avenue. Ingress only access driveways will be located on Lindenwold Drive/Cedar Road and on Bethlehem Pike, across from Church Road, south of the main entrance to the development.

55. All interior roads and drives will be owned and maintained by the homeowner association(s), formed to include the single family residential units, and the owner/operator of the senior independent living campus.

56. The internal roads for the development comply with the requirements of Section 255-284.E.4-8.

57. There are no interconnecting roads or direct impacts to surrounding neighborhoods.

58. The applicant has agreed to prepare a post development traffic study and to install traffic signalization if warranted.

59. John H. Cluver, AIA, LEED AP, testified on behalf of the applicant and described the historical assets located at the site and measures taken by the applicant to maintain the historic viewshed of the castle from Bethlehem Pike, the planned restoration and/or rehabilitation of certain historic assets, and the mechanism to ensure perpetual maintenance of the historic assets. (Exhibits A-5, T-31-T-36, inclusive).

60. The architectural design, bulk, spacing, height, setbacks, building materials, and building articulation comply with the Declaration of Covenants and Restrictions dated November 21, 2014, specifically the “Architectural Design, Development and Building Standards and Guidelines for the Rehabilitation and Preservation of Historic Buildings, Structures and Features – St. Mary’s Villa Property,” found at attachments B, C and D.

61. The applicant has committed to implement the Historic Preservation Plan, as amended, and to provide financial assurance for the initial restoration and rehabilitation, and a funding mechanism for future maintenance.

V. CONCLUSIONS OF LAW

1. The conditional use application as presented by the applicant at the conditional use hearings, conforms to the application requirements of the mixed use residential-historic district, Township Code, Chapter 255, Article XXXVII.

2. The mixed use residential-historic development is compatible with existing and proposed land uses adjacent to the property.
3. The impact on existing floodplains, waterways, wetlands, steep slopes and other sensitive natural features has been minimized to the maximum extent possible.
4. The regional transportation system can efficiently and safely handle the traffic generated by the proposed development.
5. The proposed development will not have a significant impact on public utilities, including water, sewer and storm drainage.
6. The proposed development will not have an adverse impact on police and fire protection.
7. The property contains a significant number of historic buildings, structures, statuary and other elements of vintage character and age to warrant the grant of conditional use approval.
8. The proposed restoration and rehabilitation, and future maintenance, of the historic buildings, structures, statuary and other features will preserve the distinguishing qualities and the character of the historic resources and cultural landscape.
9. The dwelling site layout, design, and implementation of buffering, landscaping, lighting, internal circulation, access and traffic management, parking, fencing and other land development features will preserve the integrity of the historic resources.
10. The proposed development will not have a significant adverse impact upon the surrounding neighborhoods.
11. The applicant has established, by credible evidence, that the proposed uses of the property complies with the declaration of legislative intent, Section 255-281 .

12. The applicant has established, by credible evidence, that the proposed uses of the property complies with Sections 255-282 and 255-283.

13. The applicant has demonstrated, by credible evidence, that the site plan complies with Sections 255-284 and 255-285.

14. The applicant has established, by credible evidence, that the proposed uses of the property will preserve the environmental and physical assets of the neighborhood, including but not limited to, parking, traffic, movement, noise, landscaping buffering, stormwater and lighting.

15. The applicant has established, by credible evidence, that the proposed use will be properly serviced by all existing public service systems.

16. The applicant has established, by credible evidence, that the uses of the property will make accommodation for traffic generated by the proposed use.

17. The applicant has established, by credible evidence, that the proposed uses have been designed in accordance with the Township Code with regard to internal traffic circulation, parking, buffering, grading, stormwater management, erosion control and all other elements of proper land planning.

18. The mixed use residential historic development will not adversely affect the health, safety and welfare of the neighborhood and community.

VI. DECISION AND CONDITIONAL USE APPROVAL

And now this 9th day of May, 2017, upon consideration of the testimony, exhibits, plans and representations made at the conditional use hearing held February 21, 2017 and April 18, 2017, the application of Lindenwold Residential Associates, LLC for conditional use approval for a Mixed Use Residential--Historic District development at the property located at 701 South Bethlehem Pike, Upper Dublin Township, is GRANTED subject to the following conditions:

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

2. The applicant shall apply for and receive subdivision and/or land development approval for the development. Such plans shall conform to the plans upon which the conditional use has been granted, these conditions and the requirements of the Township Code, including Chapter 212, Subdivision and Land Development. This grant of conditional use shall expire one (1) year from the date of this decision unless a subdivision and/or land development application is filed with the Township in the interim.

3. The applicant shall submit with the subdivision and/or land development application a Phase I Environmental Site Assessment Update in compliance with the U.S Environmental Protection Agency's All Appropriate Inquiry regulations.

4. The applicant shall restore and/or rehabilitate, and maintain, the Historic Resources at the property consistent with the Historic Preservation Plan prepared by Voith & Mactavish Architects LLP, dated February 20, 2017 (Exhibit T-35), as amended.

5. The applicant shall amend the Historic Preservation Plan to conform to Voith & Mactavish Architects LLP's April 17, 2017 letter (responding to Philip E. Scott, RA KSK's review letter dated April 12, 2017) (Exhibit T-36), subject to the approval of the Township and the Township Engineer. In addition, as part of the subdivision and/or land development application, the applicant shall submit a plan from a professional structural engineer for the restoration and maintenance of the perimeter wall along Bethlehem Pike and Lindenwold Terrace.

6. The applicant initially shall utilize the castle building as professional offices for the senior independent living campus, and as a sales center/gathering room for the townhome/carriage home community. As the homeowners association forms, and the dwelling units are occupied, a portion of the castle building shall be used as a meeting room for the use of the homeowners association, and a portion of the castle building shall be used by the senior independent living campus operator for administrative offices.

7. As part of the restoration and/or rehabilitation (as those terms are defined by the U.S. Department of Interior and National Park Service) of the interior spaces of the castle building, the applicant shall preserve the current configuration of the rooms of historic significance, identified in the Historic Resource Inventory and Historic Preservation Plan, to the maximum extent possible, in consultation with the Township.

8. The applicant shall provide reasonable provision for public access for visitation to the castle building at reasonable times, for a reasonable duration, and with reasonable advance notice. The details of this public visitation shall be proposed by the applicant as part of the subdivision and/or land development application.

9. The applicant shall enter into a Deed of Preservation Easement in a form substantially similar to that attached to Philip E. Scott's April 12, 2017 letter (Exhibit T-36), subject to the review and approval of the Township and the Township Solicitor. The detailed plans and specifications, describing the means, methods, techniques and materials for the restoration and/or rehabilitation of the historic assets identified in the Historic Preservation Plan (Exhibit T-32), as amended, consistent with this conditional use approval, shall be submitted with the subdivision and/or land development application.

10. The applicant shall enter into a Declaration of Reciprocal Easements and Restrictions, in a form substantially similar to the Declaration of Reciprocal Easements and Restrictions submitted with the conditional use application, to govern the legal rights and financial responsibilities of the owner(s) of the residential parcels and the owner of the senior independent living campus, including but not limited to the financial responsibility to construct and perpetually maintain the internal roads, stormwater management facilities, trails and sidewalks, the lake, adjacent wetlands and site landscaping, and the financial responsibility to restore and/or rehabilitate and perpetually maintain the historic resources consistent with the Historic Preservation Plan (Exhibit T-35), to the satisfaction of the Township and the Township Solicitor.

11. The estimated cost for the restoration and/or rehabilitation of the castle and other historic assets identified in the Historic Preservation Plan (Exhibit T-35), as amended, shall be supported by bids from reputable contractors, reviewed and approved by the Township Engineer, and shall be secured by a separate cash escrow, letter of credit, or performance bond in concert with execution of a Development Agreement, to be executed as a condition to recording of the final subdivision and/or land development plans.

12. As required by Section 255-286. E., funding for future maintenance of the castle and other historic assets shall be addressed to the reasonable satisfaction of the Township in the Declaration of Reciprocal Easements and Restrictions, or separate declaration or restrictive covenant, binding upon the homeowners association to be established in regard to the for sale townhomes and carriage homes, as well as to be executed by the owner of the senior independent living campus, specifically establishing the ongoing obligations of said parties and the rights of

the Township to enforce the appropriate funding and maintenance as to the castle and other historic assets.

13. The applicant shall assist the Township, prior to the recording of final subdivision/sand development plans, to secure the services of the Preservation Alliance or other suitable charitable organization experienced in matters of oversight for the preservation of historic buildings and other historic assets, and shall provide a fund to the Township or its designee to oversee compliance with the Historic Preservation Easement.

14. The Declaration of Reciprocal Easements and Restrictions and the Deed of Preservation Easement shall each be recorded contemporaneously with the recording of final subdivision and/or land development plans.

15. The applicant shall ensure that the proposed retaining wall that supports the emergency drive at the senior independent living campus is not located in the 100-year floodplain and is otherwise in full compliance with the Township Code, Chapter 255, Article XXII. The applicant shall make best efforts to reduce the height of the wall or redesign the emergency access to the senior independent living campus as part of the submission of a subdivision and/or land development plan, to the satisfaction of the Township Engineer.

16. The applicant shall preserve Loch Linden Lake, consistent with the Skelly and Loy plan titled "St. Mary's Villa Stream Restoration, Restoration Large-Scale Plan," Drawing R-401, dated April 13, 2016, last revised 4/5/2017 (Exhibit T-41), ("Lake Restoration Plan"), subject to the approval of the Township and the Township Engineer. The applicant shall make best efforts to revise the Lake Restoration Plan to provide a supplemental source of water, in addition to the ten (10) acre drainage area, from groundwater, site generated stormwater, or the

Loch Alsh Reservoir, to maintain the water levels shown on the Lake Restoration Plan. Final design of the stream, wetlands, and lake shall be subject to the review and approval of the Township, the U.S. Army Corps of Engineers, and the Pennsylvania Department of Environmental Protection.

17. All residential building components, including but not limited to windows, roof materials, stone/masonry, siding materials, foundation plantings, columns and lighting, shall be substantially consistent with the December 9, 2016 Planning Report prepared by KSK Architects Planners Historians, Inc. (Exhibit T-17), the January 10, 2017 memorandum from The Goldenberg Group (Exhibit 15), and the Architectural Renderings submitted as part of the conditional use application (Exhibits T-21 and T-22), the “St. Mary’s Villa Model A Front Elevation” and “St. Mary’s Villa Model A Street View,” prepared by Mark Stanish Architects, dated 11/29/2016, and the “Option A” Architectural Renderings for the carriage homes and townhomes prepared by Michael H. Visich Architects Planners (undated). Reasonable modifications to address architectural and landscaping refinements shall be permitted.

18. The U.S. Secretary of Interior and National Park Service standards for restoration and rehabilitation of the historic structures, as amended, shall be used as the guideline in carrying out the restoration and/or rehabilitation of the gazebo, castle, and two gatehouses. Any additions and/or expansions to the castle and/or gatehouses shall be sited to the rear of the building being restored or rehabilitated.

19. Applicant shall apply to the Pennsylvania Department of Transportation for a highway occupancy permit for the proposed development, incorporating the traffic improvements identified in the Transportation Impact Study and the February 16, 2017

McMahon Transportation Engineers & Planners letter to Jack Smyth, Jr., P.E., Boles, Smyth Associates, Inc.

20. Applicant shall prepare a post development traffic study after construction of the development and at least 90% occupancy at the development. If adequate justification exists to install a traffic signal at the intersection of Bethlehem Pike and Mattison Avenue and/or at the intersection of Bethlehem Pike and Lindenwold Terrace, and the Pennsylvania Department of Transportation approves the design, the applicant shall install approved period style traffic signals(s) at its sole cost and expense. (Exhibit T-5).

21. Applicant shall provide unrestricted pedestrian access to the general public from Loch Alsh Avenue through the development to Lindenwold Terrace/Cedar Road and to Bethlehem Pike.

22. Sidewalk shall be constructed along the site side of Bethlehem Pike, on the Bethlehem Pike side of the existing perimeter wall, subject to review and approval of the Township Engineer and the Pennsylvania Department of Transportation.

23. The internal roads, sidewalks and trails of the development shall be open to the public. The sidewalks leading to the primary entrance to the development, and continuing north along the internal drive closest to Bethlehem Pike, shall continue north through the existing wrought iron gate to the intersection of Bethlehem Pike and Lindenwold Terrace. A trail from the Lindenwold Terrace/Cedar Road entrance to the development, extending through the open space at the rear of the development along Loch Linden Lake over to Loch Alsh Avenue shall be designed and submitted to the Township with the subdivision and/or land development application.

24. The internal roads and drives, sidewalks and trails, stormwater management facilities, including infiltration basins and rain gardens, and Loch Linden Lake and its associated wetlands, shall be owned and maintained by the homeowners association(s) and the senior independent living campus operator pursuant to the terms and conditions of the Declaration of Reciprocal Easements and Restrictions and/or other declaration or form of restrictive covenant.

25. Trash and recycling services, and snow and ice removal, shall be the responsibility of the homeowners association(s) and the senior independent living campus operator. The Declaration of Reciprocal Easements and Restrictions and the declaration establishing the homeowners association(s) shall contain a provision stating that any petition to the Township to provide these services or to accept dedication of the internal roads, sidewalks, trails and/or stormwater management facilities at a future date shall require a one hundred percent (100%) vote of the owners of the dwelling units and their mortgage holders.

26. The applicant shall pay to the Township an open space fee in the amount of \$1,500 for each of the 354 proposed dwelling units, for a total open space fee of Five Hundred Thirty One Thousand Dollars and No Cents (\$531,000.00), in compliance with Township Code, Chapter 110-13(d). The fees shall be paid at the time the applicant applies for a building permit for a dwelling unit.

27. No fencing or accessory structure, in the nature of a deck, patio, porch, Jacuzzi/spa, sitting wall or fence, may encroach greater than 20 feet from a dwelling unit into any required perimeter setback from either Bethlehem Pike or Lindenwold Terrace/Cedar Road. No shed of any nature may be placed within that 20 foot setback encroachment. No fence placed within the 20 foot setback encroachment, which is parallel to the rear of a dwelling unit, shall

exceed the height of 48 inches, nor may any such fence extending out from and as a divider between units exceed six feet in height.

28. The senior independent living campus dwelling units shall be private and occupied by residents that are 55 years of age or over, with accessory uses and supportive social residential services including dining, housekeeping, medical and support services, security and 24-hour monitoring, an emergency call system, as well as recreational facilities which may include amenities such as a fitness center, wellness promotion, exercise programs, educational and special events, laundry services and social and recreational programs, together with accessory uses appropriate for allowing independent older adults to age in place.

29. Each dwelling unit of the senior independent living campus shall contain a fully private bathroom (including toilet, bathtub and/or shower and vanity/sink), personal closet space, emergency call systems, lockable entry doors accessible by master key or similar system available at all times in the senior independent living campus residences and for designated staff, and pre-wiring for private telephone, internet and television reception.

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

31. A dining area or areas shall be provided in the senior independent living campus, together with a private dining room available for the use by residents and their families and guests for private entertaining.

32. The applicant shall propose with the submission of a subdivision and/or land development plan application a shuttle transportation service plan for residents of the senior independent living campus.

If you or anyone else present at the hearing(s) and entering their appearance, disagree with this Findings of Fact, Conclusions of Law and Decision in any way, there is a strict time limit of THIRTY (30) days from the date of the MAILING of this Findings of Fact, Conclusions of Law and Decision within which to take an appeal of this Findings of Fact, Conclusions of Law and Decision to the Court of Common Pleas of Montgomery County, Pennsylvania.

Witness:

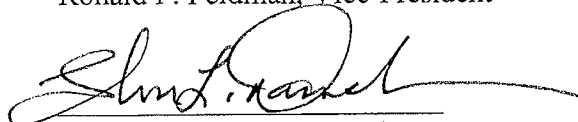


Paul Leonard, Secretary/
Township Manager

Ira S. Tackel, President

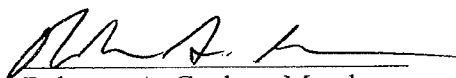


Ronald P. Feldman, Vice-President

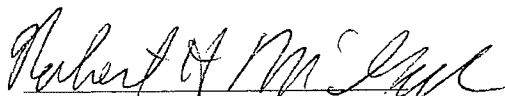


Sharon L. Damsker, Member

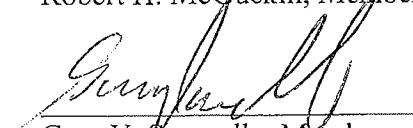
Liz Ferry, Member



Rebecca A. Gushue, Member



Robert H. McGuckin, Member



Gary V. Scarpello, Member

EXHIBIT C

**RESOLUTION NO. 18-2273
DATED MARCH 13, 2018**

**UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA**

RESOLUTION NO. 18- 2273

**LAND DEVELOPMENT APPLICATION NO. U.D. 16-06 FOR
PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL
FOR THE DEVELOPMENT KNOWN AS THE "MATTISON ESTATE"
(701 SOUTH BETHLEHEM PIKE)**

WHEREAS, Lindenwold Residential Associates, LLC ("Developer") is the equitable owner of a 45.523 acre tract of land located at 701 South Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania, at the intersection of South Bethlehem Pike and Lindenwold Terrace, with approximately 1300 feet of frontage on Bethlehem Pike, tax parcel numbers 54-00-02290-005 and 54-00-06163-002 (the "Property"); and,

WHEREAS, the Property is subject to a Declaration of Covenants and Restrictions dated November 21, 2014, recorded in the Montgomery County Recorder of Deeds at Deed Book 5937, page 01405, which Declaration, *inter alia*, sets forth specific restrictions and specific obligations with regard to future development of the Property with regard to the significant historic assets located at the Property (except as modified by a final Preservation Easement defined below), and is incorporated herein by reference and expressly made a part hereof; and,

WHEREAS, Developer has proposed a mixed use development for the Property known as "The Mattison Estate" pursuant to the provisions of the MRH Mixed Use Residential-Historic

District consisting of 32 twin homes, 72 townhomes and 250 independent senior living apartments with structured parking and associated amenities (the "Project"); and,

WHEREAS, Developer submitted a preliminary/final land development plan for the Project prepared by Bohler Engineering PA, LLC, Inc. dated April 28, 2016, last revised on November 21, 2017, sheet nos. 1 through 88, said plans hereinafter referred to as the "Plans," which Plans are incorporated herein by reference and expressly made a part hereof; and,

WHEREAS, Developer submitted a subdivision plan prepared by Bohler Engineering, Inc. dated January 9, 2018, last revised January 23, 2018, which subdivision plan divides the property into five (5) parcels: parcel 1, a 34.891 acre parcel to be conveyed to Dublin Villa Development, LLC ("DVD") for development of the 32 twin homes and 72 townhouse units; parcel 2, a 7.910 acre parcel to be conveyed to SBLP Upper Dublin L.L.C. ("SB") for development of the 250 independent senior living apartments with structured parking and associated amenities; parcel 3, a 1.131 acre parcel consisting of the historic castle known as the Mattison Estate; parcel 4, a 0.217 acre parcel consisting of the historic Bethlehem Pike Gatehouse; and parcel 5, a 0.473 acre parcel consisting of the historic Cedar Road Gatehouse; and,

WHEREAS, Developer submitted in furtherance of its application a Transportation Impact Study prepared by McMahon Associates, Inc. dated November, 2014, last revised July, 2017, ("Traffic Report"), a Roadway Drainage Report dated July 2017 and a Pennsylvania Department of Transportation Highway Occupancy Permit Application, last revised November 13, 2017, which Reports and application are incorporated by reference and expressly made a part hereof; and,

WHEREAS, Developer submitted in furtherance of its application a draft Declaration of Reciprocal Easements and Restrictions governing the rights and responsibilities of the Developer, DVD and SB (“Declaration”) (a copy of said Declaration is attached hereto as Exhibit “A”, incorporated by reference and expressly made a part hereof); and,

WHEREAS, Developer also submitted in furtherance of its application a draft Deed of Preservation Easement for the Castle at Mattison Estate/St. Mary’s Villa and other Historic Assets (including the Castle, the stone entrances, the iron gates, the perimeter stone walls, the lake and retaining walls, the gazebo, site statuary and the springhouse ruins), with preliminary exhibits setting forth the plans and specifications for the initial restoration of the Castle and other Historic Assets, future restoration and permitted future alterations for the Castle, and minimum maintenance requirements for the Castle and other Historic Assets (“Preservation Easement”) (a copy of the draft Preservation Easement is attached hereto as Exhibit “B”, incorporated by reference and expressly made a part hereof); and,

WHEREAS, the Board of Commissioners on May 9, 2017, granted Conditional Use approval for a mixed use residential-historic district development, pursuant to the provisions of the Upper Dublin Township Code, Chapter 255, Article XXXVII, §§ 255-281 – 255.286 (a copy of the Conditional Use approval dated May 9, 2017, is attached hereto as Exhibit “C,” incorporated by reference and expressly made a part hereof); and,

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

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

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

2. The development shall be constructed in strict accordance with the Plans, except as modified pursuant to paragraphs 14-16 below, the Plan notes and details, the Reports, the terms and conditions of this Resolution and the terms and conditions of a Land Development Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the Plans.

3. Developer, DVD and SB shall enter into a Post Construction Stormwater Management and Best Management Practices Operations and Maintenance Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the Plans.

4. Developer shall provide financial security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements, erosion and sedimentation control, stormwater management, lighting and landscaping shown on the Plans.

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

6. Developer shall obtain a final highway occupancy permit from the Pennsylvania Department of Transportation ("PennDOT"), modified to incorporate the October 3, 2017 review letter and December 7, 2017 email comments of the Township's

traffic engineer, Jack Smyth, Jr., P.E., Boles Smyth Associates, Inc., and provide such financial escrows for the traffic improvements as required by PennDOT, subject to the review and approval of the Township Engineer.

7. Developer shall enter into a final Preservation Easement, and finalize the initial restoration plans for the Castle and the other Historic Assets identified therein, within sixty (60) days of the date of this Resolution, subject to the review and approval of the Preservation Alliance for Greater Philadelphia, KSK Engineers, Inc. and the Township.

8. Developer shall complete the initial restoration of the Castle and other Historic Assets in accordance with the Preservation Easement within eighteen (18) months of the date of execution of the Development Agreement. Prior to or contemporaneous with the execution of the Land Development Agreement and posting of required financial security with Upper Dublin Township to assure proper installation of site improvements, a separate financial security agreement shall be entered into with the Township in an amount necessary to complete the initial restoration of the Castle and other Historic Assets in accordance with bona fide bids furnished to and approved by The Preservation Alliance of Greater Philadelphia, KSK Engineers, Inc. and the Township.

9. Developer shall enter into separate Preservation and Façade Easements for the historic Cedar Road Gatehouse and the historic Bethlehem Pike Gatehouse with the Preservation Alliance of Greater Philadelphia prior to execution of the Development Agreement, subject to review and approval by the Township Engineer and Township Solicitor.

10. There shall be no additions to the historic Cedar Road Gatehouse or the historic Bethlehem Pike Gatehouse, and no accessory uses in the rear or side yards such as

decks, sheds, swimming pools or detached garages, without application to and approval by the Township and compliance with all applicable Township Codes and the applicable Preservation and Façade Easement.

11. Developer shall provide a one time donation to the Preservation Alliance of Greater Philadelphia in the amount of One Hundred and Twenty Thousand Dollars (\$120,000.00), within sixty (60) days of the date of execution of the Development Agreement, for oversight of the initial restoration of the Castle and other Historic Assets and the required on-going maintenance of the Castle and other Historic Assets.

12. Developer shall obtain approval from the Federal Emergency Management Agency of a Letter of Map Amendment and submit a revised Flood Insurance Rate Map for the Property to the Township prior to the start of construction.

13. Developer shall obtain all permits and approvals necessary for the St. Mary's Villa lake reduction and stream restoration consistent with the Memoranda of Agreement between the United States Army Corp of Engineers ("US COE") and the Pennsylvania Historic Preservation Officer, pursuant to 36 C.F.R. §§ 800.6(b)(1) and 33 C.F.R., Part 325, Appendix C, and pursuant to permits issued by the US COE and the Pennsylvania Department of Environmental Protection ("PA DEP"), subject to review and approval by the Township Engineer and by the Preservation Alliance of Greater Philadelphia.

14. Developer shall modify the Plans to conform to the Township Engineer's review letter dated October 20, 2017.

15. Developer shall modify the landscape plan for the development, sheets 46-56 of 88 of the Plans, to incorporate the review letter of the Township's landscape consultant, Land Concepts, Inc., dated November 1, 2017.

16. Developer shall modify the lighting plan for the development, sheets 48 and 57-63 of 88 of the Plans, to incorporate the review comments of the Township's lighting consultant, Stubbe Consulting, LLC, dated October 20, 2017.

17. Developer shall enter into a contract with the Bucks County Water and Sewer Authority to supply sanitary sewer service to the development.

18. Developer shall enter into a contract with Ambler Borough Water Department to provide water service to the development.

19. Developer shall comply with the terms and conditions of the conditional use decision granted by the Board of Commissioners on May 9, 2017.

20. Developer shall provide to the Township Engineer for his approval the legal descriptions for the easements prior to the Plans being recorded.

21. Developer shall offer in recordable form, subject to the approval of the Township's Solicitor, the final Declaration governing the rights and responsibilities of the Developer, DVD and SB, prior to the Plans being recorded.

22. The Developer, DVD and SB, and any homeowners association subsequently formed by DVD, shall provide for the perpetual maintenance of the open space, the trails, roadways, rights of way, all retaining walls, street lights, the curbs, the stormwater management facilities, the lake and stream. All roadways in the development shall be undedicated and the Developer, DVD and SB, including any subsequently formed homeowners association, shall be responsible for providing services in the nature of but not

limited to: snow and ice removal, street and driveway maintenance, trail and sidewalk maintenance, recycling, street lighting, stormwater management maintenance, Post Construction Stormwater Management BMPs maintenance and trash removal, it being understood that Upper Dublin Township will not be providing municipal services in the nature of these services to be provided by the Developer, DVD, SB and any subsequently formed homeowners association.

23. Developer shall pay to the Township an open space fee in the amount of \$1,500.00 for each of the 354 proposed dwelling units, for a total open space fee of Five Hundred Thirty One Thousand Dollars and No Cents (\$531,000.00), in compliance with Township Code, Chapter 110-13(d). The fees shall be paid at the time the Developer, DVD or SB applies for a building permit for a dwelling unit(s).

24. Developer shall notify the Township within thirty (30) days of full occupancy of the 104 residential units, full occupancy of the 250 independent senior living apartments and full employment and staffing achieved at the senior living apartment complex. Within ninety (90) days of concurrence by the Township, Developer will obtain two (2) separate weekday traffic counts limited to a Tuesday, Wednesday or Thursday which satisfy PennDOT requirements for a Traffic Signal Warrant Analysis at the future entrance to the development from Bethlehem Pike at Mattison Avenue and at Bethlehem Pike and Lindenwold Terrace. Developer will prepare a Traffic Signal Warrant Analysis for the two intersections listed above and will use the higher of the two traffic counts as the basis for the analysis. If PennDOT authorizes issuance of a permit for traffic signalization at the future entrance to the development from Bethlehem Pike at Mattison Avenue and/or

at Bethlehem Pike and Lindenwold Terrace, the Developer shall fund design and construction as required by a new Traffic Signal Permit plan to be approved by PennDOT.

25. Developer shall obtain a permit or other approval from the Montgomery County Conservation District for the erosion and sedimentation control plan, stormwater management facilities and post construction stormwater management plan prior to the start of construction.

26. The Developer has requested 27 waivers of the Subdivision and Land Development Ordinance ("SALDO") and other Township Ordinances. The requested waivers are hereby granted or granted with conditions, as follows:

- (a) A waiver from section 99-17.D.(1) to 72% disturbance of existing 10-15% slopes in accordance with state erosion and sedimentation pollution control standards in lieu of the maximum permitted disturbance of 40%.
- (b) A waiver from section 99-17.D.(2) to 70% disturbance of existing 15-25% slopes in accordance with state erosion and sedimentation pollution control standards in lieu of the maximum permitted disturbance of 30%.
- (c) A waiver from section 99-17.D.(3) to 42% disturbance of existing 25% or greater slopes in accordance with state erosion and sedimentation pollution control standards in lieu of the maximum permitted disturbance of 15%.
- (d) A waiver from section 158-14.D.(3).(d) and 158-14.D.(3).(e) to permit site lighting as proposed by the lighting plan to remain on after 11pm in hours of darkness (but controlled by photocell or other automatic switching) for safe pedestrian and vehicular circulation throughout the residential

development and independent senior living facility given varying shift changes, visitation, and emergency needs, subject to review and adjustment by the Township after one full year of operation at full capacity.

- (e) A partial waiver from section 206-31.J to permit disturbance of the small pocket of the riparian corridor district limited to the area identified as being within 1 ft. above the 100-year water surface elevation as identified in the site-specific flood study prepared by Skelly & Loy, Inc. This waiver is limited to the area which is beyond 50 ft. from the top of bank and outside of the 100-year floodplain, and is created due to a small depression in the ground adjacent to the stream.
- (f) A waiver from section 206-35.F. to permit the below-grade detention facilities to count towards the water quality requirement in a similar manner detailed in the PADEP BMP Manual.
- (g) A waiver from section 206-36.B. to permit BMPs to retain runoff for a 72 hour period in lieu of the maximum permitted 48 hour period and to allow a factor of safety of 2 in lieu of the required factor of safety of 3, in compliance with the PADEP BMP Manual.
- (h) A partial waiver from section 206-103.B(1) to permit stormwater pipe sizes of fifteen (15) inches, in lieu of the minimum permitted eighteen (18) inches, to provide for clearance between proposed stormwater and sanitary pipes, as specifically identified in the Storm Sewer Profile Plans.

- (i) A partial waiver from section 206-103.B(3) to permit stormwater junctions to match inverts in lieu of the required 2 inch drop within storm structures in an effort to provide adequate pipe cover over the affected portion of the conveyance system, provided all stormwater junctions are constructed in accordance with PennDOT requirements and the Storm Sewer Profile Plans.
- (j) A waiver from section 206-103.B.(11) to permit standard PennDOT inlets at sump conditions provided adequate conveyance is achieved under actual conditions as predicted in the stormwater calculations.
- (k) A partial waiver from section 206-103.B.(13) to permit less than 2 ft. of cover over stormwater pipe provided a minimum of 1 ft. of cover is achieved in these locations in accordance with manufacturer specifications and subject to approval of the Township Engineer.
- (l) A partial waiver from section 206-103.F(1) to permit inlets to be placed at the curved portion of curbs in cases in which the curb radii is large enough to accommodate a short straight section of inlet; provided, however, the partial waiver is not applicable at the base of ADA ramps.
- (m) A waiver from section 212-8 to allow for no dedication of right-of-way along the frontages of the Property; provided Developer grants the Township an easement between the legal and ultimate right of ways for access, inspection and maintenance.
- (n) A waiver from section 212-14.J to allow for no dedication of right-of-way along the frontage of the Property; provided the Developer grants the

Township an easement between the legal and ultimate right of ways for access, inspection and maintenance.

- (o) A partial waiver from section 212.15.A.9 to permit site features within the required sight triangles at the main site access drive along Bethlehem Pike to preserve historic features within the areas of the sight triangles that would otherwise be required at this access drive. In lieu of sight triangles, the access driveway is designed in consideration of sight distances in accordance with PennDOT rules and regulations.
- (p) A waiver from section 212-15.B to allow for no dedication of right-of-way along the frontages of the Property; provided the Developer grants the Township an easement between the legal and ultimate right of ways for access, inspection and maintenance.
- (q) A waiver from section 212-16.A(2) to permit the Lindenwold Terrace one-way site access driveway to be 12 ft. wide and the Bethlehem Pike one-way site access driveway to be 14 ft. wide in lieu of the minimum required 18 ft. wide access driveway to preserve the existing perimeter historic walls located at both entrances.
- (r) A waiver from section 212-17.B to permit perpendicular parking along the private streets not separated from the cartway by a minimum of 7 feet in an effort to minimize impervious coverage on site and maximize landscape buffering capability in these areas.
- (s) A waiver from section 212.17.D to permit parking within 10 feet of the independent senior living facility.

- (t) A waiver from section 212-18 to provide sidewalk on only one side of the internal private streets in an effort to minimize impervious cover
- (u) A waiver from section 212-19 to maintain existing curb along the surrounding roads and/or to only add curb along Bethlehem Pike as required by PennDOT so not to detract from the preservation of the historic district in which this Property lies.
- (v) A partial waiver from section 212-23.A and from section 99-3 to permit the removal of excess topsoil for use by Upper Dublin Township, as directed by Upper Dublin Township.
- (w) A partial waiver from section 212-24.C.4 to allow for twin/townhome roof runoff to discharge to grade via downspouts yet ultimately flow through the conveyance system to infiltration facilities on the Property. As proposed by the Plans, the waiver is also to allow roof runoff from the independent senior living campus via conveyance piping direct to the proposed infiltration facilities. This waiver is based on limited infiltration capabilities as found during testing of the site and is granted conditioned on a permit issued by MCCD, consistent with PA DEP's BMP Manual, and is further conditioned on review and approval by the Township Engineer on a building by building basis.
- (x) A waiver from section 212-32.E(1)(i) to permit the use of the updated tree survey plan in lieu of a schedule to identify existing trees to be removed and existing trees to remain.

- (y) A waiver from section 212.32.F(1)(b)[2] to permit trees as close as 2.5 ft. to the public sidewalk along Road A and between 3 to 8 ft. in some other locations throughout the site in lieu of the minimum required 8 ft. separation.
- (z) A waiver from section 212-32.F.8 to allow for disturbance of the watercourse buffer in two (2) areas: 1) to allow for redevelopment of prior developed/disturbed lands surrounding St. Mary's Lake, technically within the watercourse buffer, given that the disturbance area in question does not drain toward the "waters" associated with the lake (now nor after the stream restoration project) because the area in question technically does not meet the intent of a riparian buffer; and, 2) to fill in a small pocket/void area only defined as buffer due to it being within 1 ft. of the site-specific 100-year flood limits, not within the limits of the 100-year storm.
- (aa) A waiver from section 212-32.H(1) strictly for the ratio at which the trees have been replaced.

27. The independent senior living apartments and associated amenities shall be owned and operated by a for profit entity for a minimum of twenty (20) years, measured from the date of issuance of a certificate of occupancy.

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

29. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code, 53 P.S. §10509(b) the payment of all applicable fees and the funding of all escrows required by this Resolution and the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township, which extension shall not be unreasonably withheld. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan and Declaration shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this conditional preliminary/final land development approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 13th day of March, 2018.

UPPER DUBLIN TOWNSHIP

BY:


IRA S. TACKEL, President

Attest:


PAUL A. LEONARD, Secretary

EXHIBIT A

**DECLARATION OF RECIPROCAL
EASEMENTS AND RESTRICTIONS**

PREPARED BY

Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422-0765
Attn: Simi Kaplin Baer, Esquire
(610) 941-2657

RETURN TO:

Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422-0765
Attn: Simi Kaplin Baer, Esquire
(610) 941-2657

Tax Parcel Identification. Nos.: 54-00-02290-005; 54-00-06163-002

DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS (the “**Declaration**”) is made this ____ day of _____, 2018, by and between **LINDENWOLD RESIDENTIAL ASSOCIATES, LLC**, a Pennsylvania limited liability company (“**LRA**”), **DUBLIN VILLA DEVELOPMENT, LLC** (“**DVD**”), and **SOUTH BAY PARTNERS**, a Texas _____ (“**SB**”). DVD, LRA, and SB and their successors and assigns may be referred to herein each as an “**Owner**” and collectively as the “**Owners.**”

RECITAL

A. Sisters of the Holy Family of Nazareth U.S.A., Inc. (“**Sisters**”) was the former owner of certain property located in Upper Dublin Township, Montgomery County, Pennsylvania, tax parcel numbers 54-00-02290-005 and 54-00-06163-002, each of which is more fully described on **Exhibit “A”** attached hereto and made a part hereof (“**Overall Property**”).

B. LRA is the “master developer” of the Overall Property.

C. It is envisioned that SB will acquire and develop the “SL Parcel” (as described below), which is a portion of the Overall Property. Unless and until SB acquires the SL Parcel, LRA will retain all of the rights and obligations granted to SB hereunder.

D. It is envisioned that DVD will acquire and develop the “Residential Parcel” (as described below), which is a portion of the Overall Property. Unless and until DVD acquires the Residential Parcel, LRA will retain all of the rights and obligations granted to DVD hereunder.

E. LRA obtained the permits and approvals to consolidate and subdivide the Overall Property in accordance with the parcel plan, attached hereto and made a part hereof as **Exhibit “B”** (“**Plan.**”).

F. The Plan depicts five (5) parcels each labeled on the Plan; the Castle Parcel (“**Castle Parcel**”); the Senior Living Parcel (“**SL Parcel**”), the Residential Parcel (“**Residential Parcel**”), Gate House Parcel #1 (“**GH Parcel 1**”), and Gate House Parcel #2 (“**GH Parcel 2**”). The Castle Parcel, SL Parcel, Residential Parcel, GH Parcel 1 and GH Parcel 2 shall each be referred to herein as a “**Parcel**” and collectively as the “**Parcels.**”

F. SB intends to develop the SL Parcel as a senior living campus (“**Senior Living Campus**”). LRA intends to develop GH Parcel 1 and GH Parcel 2 each as a single family detached residential dwelling and retain the Castle Parcel as a historical feature consistent with the uses and current zoning as noted in the Conditional Use Approval. DVD intends to construct single family, semi-attached residential units (each a “**Unit**” and collectively “**Units**”) on the Residential Parcel. The “**Project**” shall be defined as the Parcels together with the improvements to be constructed thereon in accordance with the Land Development Plans, the roads, the storm water facilities and utility facilities serving the Parcels.

H. All financial responsibilities not related to historic preservation of LRA, SB and DVD pursuant to this Declaration shall be split forty six percent (46%) by SB and fifty four percent (54%) by DVD and may be referred to herein as each entity’s “**Pro-rata Share.**”
[Note: construction of new retaining walls will be split 40% DVD, 60% LRA;]

The development of the Units on the Residential Parcel shall be referred to herein as the “**Residential Project**.” The development of senior living facility on the SL parcel shall be referred to herein as the “**SL Project**”. All of the development and construction on the Parcels shall be completed as shown on the Final Land Development Plans for the subdivision “Mattison Estate” prepared by Bohler Engineering, Inc. dated April 28, 2016, last revised _____, 2018 (“**Land Development Plans**”). It is anticipated that LRA shall perform the common site work for the Overall Property under this Declaration, whereupon DVD and SB shall reimburse their Pro-rata Shares. Notwithstanding the foregoing, however, LRA shall be permitted to assign its obligation to perform the common site work improvements and right to seek reimbursement hereunder to either DVD or SB.

I. The Land Development Plans require certain easements over the Parcels for the purpose of installing and/or connecting to already existing gas, electric, water, sewer, telephone cable and related services (the “**Utilities**”) and constructing and using the entrance road shown on the Land Development Plans on the Residential Parcel (“**Entrance Road**”).

J. The Land Development Plans also require that Owners install stormwater pipes, manholes and related facilities, including detention basins, as shown on the Land Development Plans (as the same maybe hereinafter modified or replaced, the “**Stormwater Facilities**”) on the Parcels so that the stormwater runoff from the Project can drain into and through the Stormwater Facilities to be constructed (the “**Stormwater Management**”). The Units, Senior Living Campus, Stormwater Facilities, Utilities, and Entrance Road shall be referred to hereinafter as the “**Improvements**”.

K. The approval of the Township to construct the Project in accordance with the Land Development Plans requires that the Owners agree to maintain the historical resources described herein, as well as set forth in that certain Deed of Preservation Easement dated _____ and recorded in the Office of the Recorder of Deeds in and for Montgomery County on _____ at Deed Book ____, Page ____, which is incorporated by reference herein (“**Primary Declaration**”). The Primary Declaration is attached hereto and made a part hereof as **Exhibit “C”**. The Township, as more fully described in Article II hereof, has delegated jurisdiction to assure the proper maintenance of the historical resources described herein to The Preservation Alliance for Greater Philadelphia (“**Alliance**”) but may, in the future, upon written approval of the Owners, delegate such jurisdiction to another qualified historic organization, in lieu of the Alliance, upon which, references to the Alliance herein shall refer to such alternative organization.

L. Prior to the date hereof, LRA took title to the GH Parcel 4, GH Parcel 5, and Castle Parcel from the Sisters pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County recorded at Book ____ Page ____ and DVD, took title to the Residential Parcel pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County recorded at Book ____ Page ____ (collectively the “**Deeds**”) and SB took title to the SL Parcel pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County recorded at Book ____ Page ____ (collectively the “**Deeds**”). LRA, DVD and SB hereby subordinate the Deeds to this Declaration and agree to be bound and subject to all of the easements, covenants and restrictions set forth in this Declaration as if the Declaration were recorded prior to the recording of the Deeds.

M. By that certain Declaration of Easements, Restrictions and Covenants dated November 21, 2014 and recorded in the Office of the Recorder of Deeds, Norristown on December 2, 2014 in Deed Book 5936, Page 1827 *et seq.* (the “**2014 Declaration**”) attached hereto as **Exhibit “F”**, the Sisters of the Holy Family Nazareth-USA, Inc. subjected the Overall Property and the present and future owners thereof and any HOA or Condominium Association formed by one or more of them, to certain obligations, including the obligation to preserve and

maintain in perpetuity the Historic Features on the Overall Property as set forth in the 2014 Declaration. Nothing in this Declaration is intended to contravene or limit the responsibilities and obligations of the Owners as set forth therein, thus in construing this Declaration and the 2014 Declaration, the latter shall take precedence. The Owners concur that the 2014 Declaration became effective by the timely adoption of the Zoning Ordinance referenced in paragraph 1 thereof.

N. Upon the application for conditional use of LRA, the Board of Commissioners of Upper Dublin Township granted conditional use for the development of the Overall Property. The parties concur that this Reciprocal Easement is in furtherance of that approval and is intended to be in conformance to and in satisfaction of the conditions set forth therein. The Conditional Use Decision is attached as “**Exhibit G.**”

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, LRA, DVD and SB hereby covenant and declare, for themselves and their successors, assigns and successors in title to the Parcels, as follows: (i) each Parcel shall be and is hereby declared to be subject to the easements, covenants and restrictions more particularly set forth in this Declaration for the benefit of the other Parcels; and (ii) the Parcels shall be and are hereby declared to be subject to the restrictive covenants more particularly set forth in this Declaration. Each Parcel shall hereafter be held, transferred, sold, conveyed, used, rented, enjoyed, occupied, mortgaged or otherwise encumbered or disposed of subject to the covenants, easements, rights and restrictions set forth in this Declaration.

I. GRANT OF EASEMENTS; CONSTRUCTION MATTERS

A. Access Easement

(1) DVD hereby grants to and conveys to LRA and SB and their successors and assigns, for the benefit of the SL Parcel, GH Parcel 4, GH Parcel 5 and Castle

Parcel, a perpetual, non-exclusive easement over the area depicted on the Land Development Plans as the "Entrance Road," which area is more fully described on **Exhibit "D"** attached hereto and made a part here of ("**Entrance Road Easement Area**") for pedestrian and vehicular access to provide ingress and egress from Bethlehem Pike to the SL Parcel, and Castle ("**Entrance Road Easement**").

(2) LRA shall construct the Entrance Road and DVD/SB shall be obligated to reimburse LRA their Pro-rata Share therefor. Any such reimbursement by DVD/SB shall be limited to costs incurred by LRA for a "cost-plus" contract for such work, with fees to the contractor being limited to five percent (5%) of the hard costs of construction. DVD/SB shall have the right to verify quantities and unit-costs of work performed and charged by such contractor and requested to be reimbursed by LRA. Such reimbursement shall be made by DVD/SB within thirty (30) days after receipt of a paid invoice from LRA detailing the costs for which reimbursement is requested in accordance with this Section I(A)(2) together with reasonable evidence of payment and executed lien releases from any applicable contractor and/or subcontractor.

(3) DVD, LRA and SB shall use commercially reasonable efforts to ensure that the access, ingress and egress of pedestrian and vehicular traffic to and from Bethlehem Pike is not unreasonably interfered with or unreasonably restricted. Neither DVD, LRA nor SB shall, at any time hereafter, build, install, construct, plant, locate or relocate any temporary or permanent buildings, structures or landscaping that would in any way materially interfere with the Entrance Road Easement. Any damage caused by a parties' construction activities shall be promptly repaired by said party, at its sole cost and expense, to the commercially reasonable satisfaction of the affected Parcel Owner. DVD, LRA, and SB shall cooperate in good faith to determine the cause and extent of any such damage. If the cause of such damage cannot be determined, the parties' shall each have the right, but not the obligation, to cause such damage to be repaired and the cost of such repairs shall be shared by in accordance with their respective Pro-rata Shares. The party that elects to perform such repairs shall be reimbursed by the other party within thirty (30) days after receipt of a paid invoice detailing the costs for which reimbursement is requested in accordance with this Section I(A)(3) together with reasonable evidence of payment and executed lien releases from any applicable contractor and/or

subcontractor. If any dispute arises with respect to the determination of the cause of any damage described in this paragraph, such dispute shall be resolved in accordance with the provisions of Section III(E) below.

(4) Until DVD commences construction of the Residential Project, LRA shall be responsible, at its sole cost and expense, to maintain (including, but not limited to the removal of snow and ice) and repair the Entrance Road Easement Area. Upon, the commencement of construction of the Residential Development, the responsibility to maintain (including, but not limited to the removal of snow and ice) the Entrance Road will shift to DVD and /SB shall be obligated to reimburse DVD for forty six percent (46%) of the costs for all capital improvement, maintenance and repair to the Entrance Road. Such reimbursement shall be made by SB within thirty (30) days after receipt of a paid invoice from DVD detailing the costs for which reimbursement is requested in accordance with this Section I(A)(4) together with reasonable evidence of payment and executed lien releases from any applicable contractor and/or subcontractor. Notwithstanding anything to the contrary contained herein, in no event shall any Owner be responsible to pay the cost of any repair, maintenance or replacement of the Entrance Road and/or Entrance Road Easement Area arising out of the negligent acts or omissions of any other Owner or its employees, agents or contractors.

B. **Utility Easement.** DVD hereby grants and conveys to LRA, SB, their successors and assigns, for the benefit of the SL Parcel, GH 1 Parcel, GH 2 Parcel, and the Castle Parcel a perpetual, non-exclusive easement over the Entrance Road Easement Area to construct, install, connect, operate, maintain and from time-to-time, reconstruct and repair underground fiber optics, pipes, cables and wires and sanitary sewer pipes (“**Utility Facilities**”) necessary to bring utilities to the SL Parcel, GH 1 Parcel, GH 2 Parcel and the Castle Parcel together with the right to obtain service using the Utility Facilities. DVD shall not construct anything within the Entrance Road Easement Area which would interfere with the rights of LRA or SB under this paragraph. LRA shall have the right to grant to third parties additional and similar easements which are deemed reasonable by LRA in connection with the supply of utility services to the Overall Property and the Improvements constructed thereon or any part thereof so long as any such easement does not interfere with the rights of DVD/SB as contemplated in this paragraph. DVD shall not commence any construction or disturb the

Entrance Road Easement Area without the prior written consent of LRA, which consent shall not be unreasonably withheld, delayed or conditioned. Upon the installation of the Utility Facilities or any repair or maintenance performed thereto, DVD or LRA, as applicable, shall restore the Entrance Road Easement Area to substantially the same condition that existed prior to any work or other activity conducted by DVD and/or LRA, as applicable, in the Entrance Road Easement Area. In no event shall DVD permit any Utility Facilities installed for the benefit of the SL Parcel, GH 1 Parcel, GH 2 Parcel and/or the Castle Parcel to be relocated without the prior written consent of LRA, which consent shall not be unreasonably withheld, delayed or conditioned.

C. **Stormwater Easement.** The Land Development Plans depict the construction of underground stormwater basins to be constructed on the Residential Parcel and the SL Parcel; together with storm sewer piping, stormwater inlets, stormwater manholes, inspection ports, outlets, endwalls and rip rap devices (collectively, the “**Stormwater Facilities**”) on, over and under areas depicted on the Land Development Plans as the *Proposed Storm Sewer Easement*. SB, as the Owner of the SL Parcel, hereby irrevocably grants and conveys to the Owners of the Residential Parcel, GH Parcel 4, GH Parcel 5, and Castle Parcel and their respective successors and assigns, for the benefit the Residential Parcel, GH Parcel 4, GH Parcel 5, and Castle Parcel a perpetual, nonexclusive right and easement to direct storm water runoff from Residential Parcel, GH 1 Parcel, GH 2 Parcel and Castle Parcel to the Stormwater Facilities located on the SL Parcel in accordance with the Land Development Plans. DVD, as the owner of the Residential Parcel, hereby irrevocably grants and conveys to the Owners of the SL Parcel, GH Parcel 4, GH Parcel 5, and Castle Parcel and their respective successors and assigns, for the benefit the SL Parcel, GH Parcel 4, GH Parcel 5 and Castle Parcel a perpetual, nonexclusive right and easement to direct storm water runoff from SL Parcel, GH Parcel 4, GH Parcel 5 and Castle Parcel to the Stormwater Facilities located on the Residential Parcel in accordance with the Land Development Plans. No Owner shall construct, place or allow to be constructed or placed on the Stormwater Facilities any object, structure or landscaping which may materially impair the use of or access to the Stormwater Facilities or increase the cost to repair, maintain or replace any Stormwater Facilities. Notwithstanding the foregoing, the Owner of a Parcel shall continue to have the right to utilize the surface of the area in which a Stormwater Facility is located for any purpose which would

not (i) materially interfere with the other Owners' use of the easements described in this Section I(D), or (ii) increase the cost to repair, maintain or replace any of the Stormwater Facilities. It is anticipated that maintenance of the Stormwater Management Facilities shall be governed by an Operations and Maintenance Agreement required by the Township ("**O & M Agreement**") which will be entered into by DVD. DVD will select a contractor who will maintain, repair and replace the Stormwater Facilities in accordance with the standards set forth in the O & M Agreement and the Owner of the Residential Parcel and the Owner of the SL Parcel, GH Parcel 4, GH Parcel 5 and Castle Parcel shall share the costs associated therewith in accordance with their respective Pro-rata Shares. Any such costs shall be paid by the Owners within thirty (30) days after receipt of invoice. Notwithstanding anything to the contrary contained herein, in no event shall any Owner be responsible to pay the cost of any repair, maintenance or replacement of any Stormwater Facilities arising out of the negligent acts or omissions of any other Owner or its employees, agents or contractors.

D. **Easements for Inspection and Maintenance.** Owners, for themselves and their successors and assigns, hereby grant and convey to Township, its successors, assigns and designees a perpetual, non-exclusive right and easement to enter upon the Parcels to (i) access the fire lanes located on the Parcels, as shown on the Land Development Plans, (ii) access and inspect the Stormwater Facilities located on the Parcels, (iii) access, inspect, maintain, repair and replace the sanitary sewer facilities located on the Parcels; access and inspect the Historic Features as itemized in the 2014 Declaration; and for any other municipal purpose whatsoever.

E. **Temporary Easement for Construction Common Site Improvements; Construction Management.** Owners, for themselves and their successors and assigns, hereby grant and convey to LRA, its successors, assigns and designees, a temporary, non-exclusive right and easement to enter upon the Residential Parcel to construct and complete all common site improvements contemplated by the Land Development Plans in accordance with any obligations they may have pursuant to separate agreements. LRA shall cause all such common site improvements to be timely completed in accordance with the Land Development Plans and all applicable laws and ordinances. DVD shall provide construction management and adequate supervision for all such work at the sole cost and expense of DVD.

F. **Insurance.** At all times during the construction of any improvements or performance of any repairs, maintenance or replacements in any of the easement areas described in this Article I, the Owner performing any such construction, repair, maintenance, or replacements shall carry commercial general liability insurance with a combined single limit for personal injury, loss of life and property damage of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, on a per project basis, and with umbrella coverage of at least \$5,000,000.00. The applicable Owner shall also cause any contractor and/or subcontractor performing work on behalf of such Owner to carry the insurance required by this paragraph. All such insurance shall name the Owners and their respective mortgagee(s) as additional insureds. Evidence of any such insurance shall be delivered upon request.

G. **Applicable Laws; Safety.** All activities conducted by Owners in accordance with this Article I shall be conducted in a good and workmanlike manner in accordance with all applicable laws, regulations, ordinances and orders. Without limiting the foregoing, each Owner agrees to strictly comply with all safety programs required by any governmental agency having jurisdiction over the Overall Property, including, without limitation, the Occupational and Safety Health Administration of the United States and the requirements of the Commonwealth of Pennsylvania.

II. COVENANTS AND RESTRICTIONS

A. Located on the Overall Property are certain items and structures which the Township has determined to be of historical significance. The Owners have agreed to operate the Overall Property in accordance with the following covenants and restrictions and in accordance with the Primary Declaration.

B. The following obligations shall be the sole legal and financial responsibility of LRA:

(1) Any restrictions or requirements related to the Gatehouse at Lindenwold Terrace, located on GH Parcel 5, which will be described in a separate easement between LRA and the Alliance. No other party to this Declaration shall bear any legal or financial responsibility related to the Gatehouse at Lindenwold Terrace.

(2) Any restrictions or requirements related to the Gatehouse at Bethlehem Pike, located on GH Parcel 4, which will be described in a separate easement between LRA and the Alliance. No other party to this Declaration shall bear any legal or financial responsibility related to the Gatehouse at Bethlehem Pike.

(3) Any and all obligations related to the Castle as set forth in the Primary Declaration.

C. The following obligations shall be the physical responsibility of LRA, however the costs associated there with shall be split in accordance with each parties' Pro rata Share:

(1) The axial view to the Castle from Bethlehem Pike shall be maintained in the condition which shall exist after the completion of the work performed under the Land Development Plans. If Owner(s) wishes to alter, this will be reviewed by and be subject to the approval of the Township.

(2) Remove the Sunken Garden and construct as shown on the Land Development Plan and ;

(3) Construct the improvements set forth on that certain Dam Safety and Waterway Management Plan/Permit attached hereto and made a part hereof as **Exhibit "E"** attached hereto and made a part hereof;

(4) Comply with the obligations set forth in the Primary Declaration, other than any obligation related to the Castle;

The affirmative obligations set forth in this Article II, Section C. shall be satisfied to the reasonable satisfaction of the Alliance prior to the issuance of any certificates of occupancy for the SL Parcel or the Residential Parcel. [Open: was a requirement of HC, may not be necessary]

D. Voluntary Transfer. The Alliance and any succeeding assignee of the Alliance's interest herein shall have the right to assign either wholly or partially its right, title and interest hereunder to any public agency having and performing governmental functions or to any publicly supported charitable organization described in Section 170(h)(3) and Section

2522(a) of the Internal Revenue Code. First right will go to the _____ Historical Society.

E. Involuntary Transfer. In the event the Alliance shall cease to be an organization described in both Section 170(h)(3) and Section 2522(a) of the Internal Revenue Code, then its rights and duties hereunder shall be awarded under the doctrine of *cy pres* by a Court of competent jurisdiction; provided however that at the time of such acceptance, such entity shall be either an organization described in Section 170(h)(3) and Section 2522(a) of the Internal Revenue Code or a public agency performing governmental functions. First right will go to the [option to select a second historical society, or can allow courts to select].

III. REMEDIES

A. Historic Preservation.

(1) If the covenants set forth in Article II, Sections A. B. C. or D. above are violated, the Owners of Parcels and/or Alliance or the Township (each, a “**Governing Authority**”) shall be entitled to obtain an order specifically enforcing such covenants or an injunction prohibiting any such breach of such covenants.

(2) Notice; Cure Period. The Governing Authority shall notify the Owner accused of the violation (“**Applicable Owner**”) of the violation and the corrective action required to be performed by Applicable Owner, at Applicable Owner's sole cost and expense, to cure the violation and/or to restore the portion of the Property harmed or altered as a result of the violation. Applicable Owner shall have (30) days from notice to begin the cure. The cure period shall be sixty (60) days, subject to extension for such reasonable period of time as may be necessary to cure, if Applicable Owner has commenced to cure within the initial 60-day period and continue thereafter to use best efforts and due diligence to effect a cure. No notice or cure period is required if, in the opinion of Alliance, circumstances require immediate action to prevent or mitigate significant damage to any feature of the Property the preservation or conservation of which is identified herein. **By way of example, for any violation of Section II C, DVD or the Association created for the Residential Project shall be the Applicable**

Owner to be notified by the Governing Authority. Notwithstanding the foregoing, LRA and SB shall be responsible for their Pro-Rata shares.

(3) Remedies. Upon the expiration of such cure period (if any) as is provided in the preceding subsection, the Alliance or any Government Agency or Non-profit Land Conservation or Historic Preservation Organization so designated in writing by the Alliance may do any one or more of the following:

(a) Seek injunctive or other relief to specifically enforce the terms and conditions of this Grant and Declaration and to enforce the 2014 Declaration; to restrain present or future acts in violation of the Grant and Declaration against Applicable Owner; and to compel the performance by Owners of such acts as may be required to protect, preserve and restore the Property in conformity with the Grant and Declaration Objectives and the 2014 Declaration; and

(b) Recover all reasonable and actual costs and expenses incurred by Alliance against Owners in connection with any corrective action undertaken by Alliance, including attorneys' fees, court costs and the fees of consultants and other professionals engaged by Alliance in connection with the violation.

Alliance's remedies described in this section shall be cumulative and concurrent and shall be in addition to all remedies now or hereafter existing at law or in equity.

(2) **Cure Rights of Owners not related to Historic Preservation.**

(a) **Cure rights of Owners.** If any Owner shall not keep or perform any of the respective terms, covenants or conditions imposed upon it pursuant to the terms hereof, including, without limitation, any performance and payment obligations arising hereunder, and such default shall continue for a period of (i) fifteen (15) days for monetary obligations or (ii) thirty (30) days for non-monetary obligations, in each case after written notice thereof, or if such Owner fails to commence its curative efforts promptly after the service of such notice with respect to any non-monetary obligation or thereafter to proceed with all due diligence to cure the same in the case of a non-monetary default which cannot with due diligence be cured within a period of thirty (30) days (it being intended that in connection with the default not

susceptible to being cured with due diligence within thirty (30) days, the time for such defaulting party to cure the same shall be extended for such period as may be necessary to complete the same in good faith with due diligence, provided that the cure of such default is promptly commenced and diligently pursued and completed within ninety (90) days from the date of written notice), or (iii) in the case of an emergency or hazardous condition, such Owner fails to proceed immediately to cure the same after service of such notice as is reasonable under the circumstances, then in any of such events, in addition to any other remedies which any Owner or the Township may have at law or in equity or as otherwise provided in this Declaration, Township, may, but shall not be obligated to, enter upon the Parcel of such defaulting Owner, if necessary, to cure or prosecute the curing of such default at reasonable expense, and the actual, out-of-pocket expense of such cure and prosecution shall be paid by such defaulting Owner to Township within ten (10) days after written demand thereof. Township shall be entitled to offset the actual, out-of-pocket expenses of such cure and prosecution if the payment of any sums payable hereunder is due by Township to the defaulting Owner. Any notice sent pursuant to this section shall be sent to the defaulting Owner and to any mortgagee of the defaulting Owner which has previously requested of Township, in writing, that any such notices also be delivered to such mortgagee. Any sums not paid within said time period shall bear interest computed from the date of expenditure to the date of payment at a rate equal to the lesser of (i) twelve percent (12%) per annum or (ii) the maximum rate permitted by law. If any Parcel has been further subdivided or submitted to the provisions of the Pennsylvania Uniform Planned Community Act or the Pennsylvania Uniform Condominium Act, the claim shall be secured by a municipal lien on each Parcel and/or Unit, as applicable, proportionate to each Owner's Pro-rata Share percentage ownership interest.

(3) Notwithstanding anything contained in this Declaration to the contrary, DVD and SB shall each have the right to create a homeowners association or similar association (the "**Association**") in which each Owner shall be required to join. In such event, the Association for each applicable Parcel (and through the Associations, each individual Owner) shall become liable to the other Owners and Governmental Authorities for the satisfaction of the obligations and liabilities hereunder of each Owner and the other Owners shall have no right to claim a default hereunder against any Owner, exercise any remedy against such Owner or cause any lien to attach to any portion of the Parcel owned by such Owner, except to the extent arising

out of the negligence, fraud, or willful misconduct of any such Owner.

B. **Injunctive and Other Remedies.** Except as otherwise expressly provided in this Declaration, in the event of a breach by an Owner of any obligation of this Declaration, the other Owners shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. Any out-of-pocket costs and expenses of any such proceeding, including without limitation, reasonable attorneys' fees and costs, shall be paid by the defaulting Owner.

C. **Nonwaiver.** No delay or omission of an Owner in the exercise of any right accruing upon any default of the other Owner(s) shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by an Owner of a breach of, or a default in, any of the terms and conditions of this Declaration by the other Owner(s) shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration, (i) no remedy provided in this Declaration shall be exclusive but each shall be cumulative with all other remedies provided in this Declaration and (ii) all remedies at law or in equity shall be available.

D. **Non-Terminable Declaration.** No breach of the provisions of this Declaration shall entitle an Owner or party to cancel, rescind or otherwise terminate this Declaration, except as otherwise provided herein, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Declaration.

IV. **EFFECT OF INSTRUMENT**

A. **Mortgage Subordination.** Any mortgage or deed of trust affecting any portion of the Project shall at all times be subject and subordinate to the terms of this Declaration, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Declaration.

B. **Running with the Land.** The rights, easements, covenants and restrictions

herein established for the benefit of a Parcel (and any portion thereof) shall run with, and be appurtenant to, title to the Parcels and any portion thereof) and, except as otherwise specifically set forth herein, shall be a burden upon each Parcel (and any portion thereof), shall run with the title to each Parcel and any portion thereon, and shall bind and inure to the benefit of the Owners and the Owner's successors-in-title to each Parcel (and any portion thereof). In the event that any easement within a Parcel is dedicated and conveyed to any governmental entity or public utility company following any such dedication and conveyance, and except for continuing maintenance obligations following such dedication and except as otherwise agreed between the parties at such time, the former Owner of such easement shall be relieved of all obligations hereunder for such easement.

C. **Successors and Assigns; Binding Effect.** Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, made in this Declaration is made not only for the benefit of the named Owners hereunder but shall constitute an equitable servitude on the portion of the Project owned by such party appurtenant to and for the benefit of the other portions of the Project. Any transferee of any part of the Project shall automatically be deemed, by acceptance of the title to any portion of Project, to have assumed all obligations of this Declaration relating thereto to the extent of its interest in its Parcel and it is expressly agreed that no formal assignment of this document need be signed nor is the consent of either Owner required to give effect to this document as to the assumed portion of the Project. To the extent that any obligation of the Owners to construct the Stormwater Facilities, Utilities and other Improvements is not expressly assigned in this Declaration, it is understood that the various maintenance obligations of Owners shall become the responsibility of the Owner of each Parcel (or its Association, as applicable) upon acquisition of such Parcel and, if applicable, turnover of control of such Parcel to any Association. All of the obligations of the Owners other than the Owners of the Gatehouses hereunder shall be jointly and severally binding on each of them and their respective successors and assigns.

D. **Non-Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Project to the general public or for any public use or purpose whatsoever, it being the intention of the Owners and their successors and assigns that

nothing in this Declaration, expressed or implied, shall confer upon any person, other than the Owners and their successors and assigns, any rights or remedies under or by reason of this Declaration. LRA shall provide reasonable provision for public access for visitation to the castle building at reasonable times, for a reasonable duration and with reasonable advance notice.

E. **Modification.** This Declaration shall be recorded by the Township and may not be amended, modified, or terminated at any time unless by a declaration in writing, executed and acknowledged by all the Owners and/or the Association (and not each individual Owner), their successors or assigns, and with the approval of the Township, provided, however, that so long as any first priority mortgage shall encumber any Parcel, the cancellation or attempted cancellation of this Declaration shall not be effective unless the instrument of cancellation is also executed by each party holding any such first priority mortgage encumbering the Parcel.

F. **Notices.** Any notice, report or demand required, permitted or desired to be given under this Declaration shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (i) personally or, (ii) by overnight courier prepaid by the sender or, (iii) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be deemed to be the date notice was given. Such addresses shall be as follows:

If to Township:

With a Copy to:

If to Owner:

And to:

V. MISCELLANEOUS

A. This Declaration and the easements, rights, obligations and liabilities created hereby shall be for the longer of ninety-nine (99) years or perpetual to the extent permitted by law.

B. If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Declaration and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

C. This Declaration shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws provisions.

D. The Article headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

E. Nothing in this Declaration shall be construed to make the Owners partners or joint venturers or render an Owner liable for the debts or obligations of the other Owner.

F. This Declaration shall be binding upon and inure to the benefit of Owners and their successors.

G. This Declaration may be executed in multiple counterparts, each of which shall be regarded as an original, and all of which together shall constitute one and the same instrument.

H. To the extent that there is any conflict related to monetary or non-monetary obligations among the Owners and/or between the Owners and the Alliance pursuant to the Primary Declaration, this Declaration shall control.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed and sealed as of the day and year first above written.

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

By: _____
Name: Leonard S. Poncia
Title: Manager

DUBLIN VILLA DEVELOPMENT, LLC

By: _____
Name:
Title:

DUBLIN VILLA DEVELOPMENT, LLC

By: _____
Name:
Title:

SOUTH BAY

By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA :
SS.

COUNTY OF :

On the ____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Leonard S. Poncia, who acknowledged himself to be the Manager of **LINDENWOLD RESIDENTIAL ASSOCIATES, LLC**, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
SS.

COUNTY OF :

On the ____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____, of **DUBLIN VILLA DEVELOPMENT, LLC**, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
SS.

COUNTY OF :

On the ____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Peter H. Monaghan, who acknowledged himself to be the Manager of **SOUTH BAY**, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

List of Exhibits

Exhibit "A" Legal Description of Overall Property

Exhibit "B" Plan

Exhibit "C" Primary Declaration

Exhibit "D" Entrance Road Easement Area

Exhibit "E" Dam Safety and Waterway Management Plan/Permit

Exhibit "A"

Legal Description of Overall Property

Exhibit "B"

Plan

Exhibit "C"

Entrance Road Easement Area

Exhibit "D"
Baseline Document

Exhibit "E"
Preservation Plan

Exhibit "F"

Dam Safety and Waterway Management Plan/Permit

EXHIBIT B

**DEED OF PRESERVATION EASEMENT
FOR THE CASTLE AT
MATTISON ESTATES/ST. MARY'S VILLA
AND OTHER HISTORIC ASSETS**

**THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT**
For
**THE CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA &
ASSOCIATED SITE RESOURCES**

This Deed of Preservation Easement (the “Easement”) is made this ____ day of _____ 2018, by **LINDENWOLD RESIDENTIAL ASSOCIATES LLC**, a Pennsylvania limited liability company (the “Grantor”), and **THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**, a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania (the “Grantee”).

Background

A. Grantor has legal and equitable fee simple title to the parcel of land and improvements known as 701 S. Bethlehem Pike, Ambler, more particularly described and depicted in Exhibit A attached hereto and made a part hereof (the “Property”).

B. The “Property” was determined individually eligible for listing on the National Register of Historic Places by the United States Department of Interior, in a letter dated November 7, 2014.

C. The “Property” consists of a number of improvements, including the former primary residence referred to as the Castle. This building, including all facades of the building, windows and doors, and any improvements, the entirety of the visible roofs and chimneys of the building and any improvements, and the portions of the interior of the building and any improvements (collectively, the “Building”) contributes to the historic aspects of Upper Dublin Township, Montgomery County. Grantee considers the Building to represent a valuable example of a historic architectural style worthy of preservation and benefiting the adjacent properties.

D. The “Property” includes other elements which contribute to the historic aspects of Upper Dublin Township, Montgomery County. These elements are collectively referred to as the “Historic Resources” and include stone entrances, iron gates, perimeter stone walls, lake and retaining walls, the gazebo, some statuary, and the springhouse ruins.

E. Gatehouse on Lindenwold Terrace at Cedar Road and Gatehouse on Bethlehem Pike across from Church Street are both considered contributing resources on the site dating to the Mattison era period of significance and will be protected in separate easement agreements and are therefore excluded from this document.

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

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

H. The donation of the Easement to Grantee will further Grantee's goal of fostering the conservation of the region's heritage of historically significant structures with aesthetic, architectural, scenic and/or open space values.

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

J. The grant of this Easement will impose restrictions on the development and maintenance of the Building and Historic Resources in perpetuity (unless indicated otherwise below) and will impose on Grantor and subsequent owners certain continuing maintenance obligations affecting the Building and Historic Resources. The grant of the Easement will give Grantee and any subsequent holder of the Easement the right to enforce the terms and conditions of this Easement forever.

K. Grantor desires to grant to Grantee, and Grantee desires to accept, the Easement on terms and conditions set forth below.

TERMS AND CONDITIONS

Intending to be legally bound hereby, in consideration of the mutual promises herein contained, and in further consideration of other good and valuable consideration paid by Grantor to Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree and declare as follows:

1. Term and Grant.

Grantor hereby grants and conveys to Grantee an estate, interest and easement in the Building and Historic Resources as described in Exhibit C, for the preservation of historic, architectural values of the nature and character and to the extent set forth in this Easement, to constitute a servitude and covenant upon the Building and Historic Resources, running with the land for the benefit of and enforceable by Grantee, to have and to hold the said estate, interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses forever.

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

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

a. Without the prior written consent of Grantee, Grantor shall not cause, permit or suffer any construction, alteration, remodeling, decoration, demolition, dismantling, destruction, or other activity which would affect or alter in any material way the appearance of the Building and Historic Resources, as described in Exhibit C, except as specifically required herein pursuant to Exhibit B I and/or authorized pursuant to Paragraph 7(b) hereof.

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

c. Grantor shall not cause, permit or suffer the removal of any of the original or historic Building elements described in Exhibit C from the Building and Historic Resources, unless consistent with the preservation and conservation objectives of this Easement and with the prior written permission of Grantee, except when the replacement of those elements is required because of imminent danger to the building, to comply with applicable codes, or if a response to the request for approval is not provided within 30 calendar days.

d. Under the terms of this Deed of Easement, the scope is limited to elements which are known to date from the Mattison period (c.1888-1936). The scope as it relates to the interior of the Building is limited to those rooms identified as "Protected Interiors" on the Building plans provided in Exhibit C. The protected elements of the interiors include the surface of walls, ceilings and floors, the volumes of space defined thereby, and the architectural elements, including, but not limited to, the fireplaces, doors and their hardware and ornaments. It is the intent of this Easement that while visible historic elements are to be left in place, the Grantor is not obligated to restoration of these elements and will be allowed to make modifications as appropriate for contemporary use.

e. Grantor shall permit Grantee access to the Building at such reasonable times and upon reasonable prior notice as Grantee may request for the purpose of examining and testing of all structural portions of the Building, the materials and elements of the Building and such portions of the Building as are subject to the Easement.

f. Grantor acknowledges that the setting in which the Building is located, including the scale, design, massing and materials of existing and new buildings or development on the site, affects the historic value of the Building and that Grantee's interest in an appropriate setting is as direct, substantial and immediate as Grantor's interest. The Grantor authorizes Grantee to protect Grantee's interest, through advocacy or litigation, in any federal, state or local board, commission, council, court or agency for appropriate preservation of existing buildings or features and/or for appropriate new development in the nearby area, except for a proposed development consistent with the development plans submitted to Upper Dublin Township on [**insert date here**], or revised versions of these plans as accepted by the Township, so long as the revisions do not significantly alter the impact on the Building.

g. Grantor shall permit Grantee to display on the Building, at its discretion, a small marker or sign evidencing its ownership of the Easement granted herein. The location,

size, design and material of any such marker or sign shall be mutually acceptable to Grantor and Grantee.

3. Existing Conditions, Initial Level of Preservation, Alterations and Preservation Objectives.

a. Exhibit B-I, entitled Initial Restoration, indicates the required work, if any, necessary to be done on the Building and Historic Resources prior to the completion of development project (defined as the work indicated on the Land Development Plan dated September 15, 2017 or as otherwise scheduled therein (the "Initial Restoration").

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

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

d. Exhibit B-II sets forth permitted future restoration and permitted alterations to the Building and Historic Resources, however future alterations will not be limited solely to those set forth and described in Exhibit B-II & B-IV.

4. Rights of Grantee if Building Destroyed.

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

a. if partially destroyed or damaged to such an extent or of such nature that the appearance of the Building is altered from the Building's appearance in the photographs, plans and specifications referred to in Paragraph 3 above, but is not totally destroyed in the reasonable judgment of Grantor and Grantee, then Grantor shall, as promptly as is practicable, restore the Building to a condition so that the appearance is restored, as nearly as possible, to that shown in such photographs, plans and specifications; provided, however, that Grantor shall not be required to expend more than the proceeds of insurance received by Grantor on restorations required by this Subparagraph. In addition, Grantor and Grantee, after consultation with each other, may agree upon such other restoration that is consistent with the architectural character, including height, bulk, mass, materials and colors, and landscape character, of the remainder of the Building. If Grantor and Grantee cannot agree as to whether the Building is totally destroyed, or as to appropriate restoration, Grantor may request mediation by a third-party chosen by mutual agreement between Grantor and Grantee, provided that the mediator shall be

experienced in historic preservation and directed that any restoration be consistent with the Secretary of the Interior's Standards for Rehabilitation; and

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

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

5. Remedies of Grantee.

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

6. Assignment, Successors and Assigns.

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

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

c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services. Grantee may, however, assign or transfer its interest hereunder to any agency of the Commonwealth of Pennsylvania or the United States of America whose purpose includes, *inter alia*, the preservation of historically important structures and land areas; or to one or more organizations whose purpose includes, *inter alia*, the preservation of historically important structures and land areas, provided such organization has the ability to properly enforce this Easement and, further provided, that such organization is operated exclusively for charitable,

educational, religious, or scientific purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Code). In the event of any assignment or transfer of Grantee's interest, Grantee will require the recipient of its interest to enforce this Easement. Subject to the foregoing provisions of this Paragraph 6, the terms and conditions of this Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

7. Reservation.

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

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

8. Acceptance.

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

9. Grantor's Insurance.

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

insurance policies required by this section will be primary with respect to any insurance maintained by Grantee.

10. Release and Indemnification.

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

11. Estoppel Certificate.

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

12. Condemnation and Extinguishment.

a. In the event a subsequent unexpected change in the conditions of or surrounding the Building (including but not limited to a total or partial condemnation) makes impossible or impractical the continued use of the Building for conservation or preservation purposes, or in the event of any extinguishment of this Easement by judicial decree, then this Easement shall be deemed to have been extinguished, and the parties will cooperate to so extinguish this Easement by judicial proceedings. If it is determined that the extinguishment of this Easement was necessitated by the neglect of the Grantor, Grantee shall be entitled to a portion of the proceeds of a subsequent sale, exchange or involuntary conversion of the Building determined pursuant to Subparagraph 12(c) below, which proceeds Grantee shall use in a manner consistent with the conservation and preservation purposes set forth in this Easement. b. In the event of a partial condemnation where the portion of the Building not taken is capable of continued reasonable use, and provided that the portion of the Building not taken contains a material portion of the Building subject to this Easement, and further provided that the remaining Building will continue to serve the conservation and preservation purposes of this Easement, then this Easement shall remain on those portions of the Building not taken by condemnation.

c. If the change in conditions described in Subparagraph 12(a) above giving rise to the termination of this Easement is caused by the neglect of Grantor, the Grantee, on a subsequent sale, exchange or involuntary conversion of the Building, shall be entitled to a portion of the proceeds equal to the product of (a) that proportionate value of the perpetual conservation or preservation restrictions to the value of the Building unencumbered by this

Easement determined as of the date of this Easement multiplied by (b) the net proceeds from such sale or other transaction.

13. Review, Approval and Additional Costs.

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

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

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

15. Archeological Excavation.

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

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

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

17. Certification of Grantee's Status.

By executing this Easement, Grantor and Grantee certify, under penalty of perjury, that the Grantee is a qualified organization (as defined in Paragraph (3) of §170(h) of the Internal

Revenue Code) and has a primary purpose of historic preservation and open space preservation and has the resources to manage and enforce the restrictions created by the Easement and has a commitment to do so.

18. Notices.

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

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

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

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

If to Grantor:

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

with a copy to:

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

If to Grantee:

Preservation Alliance for Greater Philadelphia
1608 Walnut Street, Suite 1702

Philadelphia, PA 19103
Attention: Paul R. Steinke, Executive Director

with a copy to:

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

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

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

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

19. Counterparts; Entire Agreement.

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

20. Third-Party Beneficiary.

Upper Dublin Township shall be deemed a third party beneficiary of this Easement. The third party beneficiary shall have the right, but not the obligation, to enforce this Easement in the event that the Grantee is unable or fails to act. Anything herein to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary thereof, except as provided in this paragraph.

21. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by the laws of the Commonwealth of

Pennsylvania, provided that all historic determinations shall be made in accordance with the standards of the United States Secretary of the Interior.

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

22. Special Conditions.

Subdivision of the Property.

Grantor has advised Grantee that the Property is intended to be subdivided into three parcels (the Residential Parcel, the Senior Living Parcel, and the Castle Parcel), generally as depicted on Exhibit A. (Adjacent parcels for the Gatehouse on Lindenwold Terrace at Cedar Road and the Gatehouse on Bethlehem Pike across from Church Street are depicted on Exhibit A but are not included in the Property and will be subject to separate easement agreements.) The Building will be located entirely on the Castle Parcel. Following conveyance of the Residential Parcel, a Declaration of Planned Community is intended to be recorded against the Residential Parcel and an association (the "Association") will be formed to maintain the Residential Parcel. The parties agree that, upon conveyance of the Residential Parcel and formation of the Association, Grantor, Grantee and the Association will enter into an amendment (subject to the approval of Grantee with respect to the form and substance thereof) to this Easement pursuant to which the Association will assume and be responsible for the performance of all obligations under this Easement with respect to all portions of the Property other than the Castle Parcel, and Grantor shall retain and be responsible for the performance of all obligations under this Easement with respect to the Building, and the Grantee shall enforce the provisions hereof against the respective party responsible therefor.

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

GRANTOR:

Lindenwold Residential Associates LLC,
a Delaware limited liability company

By: _____

GRANTEE:

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

By: _____
Paul R. Steinke, Executive Director

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

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

Paul R. Steinke
Executive Director

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF PHILADELPHIA :

On this the ____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared, a manager of KPG-IMW Owner, LLC, a Delaware limited liability company, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself as such officer.

NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF PHILADELPHIA :

On this the ____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared **Paul R. Steinke**, who acknowledged himself to be the Executive Director of The Preservation Alliance for Greater Philadelphia, a Pennsylvania not-for-profit corporation, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such officer.

NOTARY PUBLIC

My Commission Expires:

LIST OF EXHIBITS
for
DEED OF FACADE AND OPEN SPACE EASEMENT
from
GRANTOR
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
For
THE CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler, Pennsylvania

EXHIBIT A

Legal Description of the Property & Subdivision Plan

EXHIBIT B

B-I Initial Restoration

B-II Optional Future Restoration & Permitted Future Alterations

B-III Minimum Maintenance Program

B-IV Minimum Maintenance Program for Protected Interiors

EXHIBIT C

Existing Conditions

EXHIBIT D

Proposed Development Plan

EXHIBIT E

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

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

Legal Description of Property

Previously discussed to be provided by Lindenwold Residential Associates after subdivision and completion of Land Development.

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

BOHLER
 ENGINEERS
 1000 W. 10TH ST.
 SUITE 100
 MONTGOMERY COUNTY, PA 19381
 TEL: 610-398-1100
 FAX: 610-398-1101
 WWW.BOHLENGE.COM

REVISIONS

NO.	DATE	DESCRIPTION
1	08/14/13	ISSUED FOR PERMITTING
2	08/14/13	ISSUED FOR PERMITTING
3	08/14/13	ISSUED FOR PERMITTING
4	08/14/13	ISSUED FOR PERMITTING
5	08/14/13	ISSUED FOR PERMITTING
6	08/14/13	ISSUED FOR PERMITTING
7	08/14/13	ISSUED FOR PERMITTING
8	08/14/13	ISSUED FOR PERMITTING
9	08/14/13	ISSUED FOR PERMITTING
10	08/14/13	ISSUED FOR PERMITTING

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

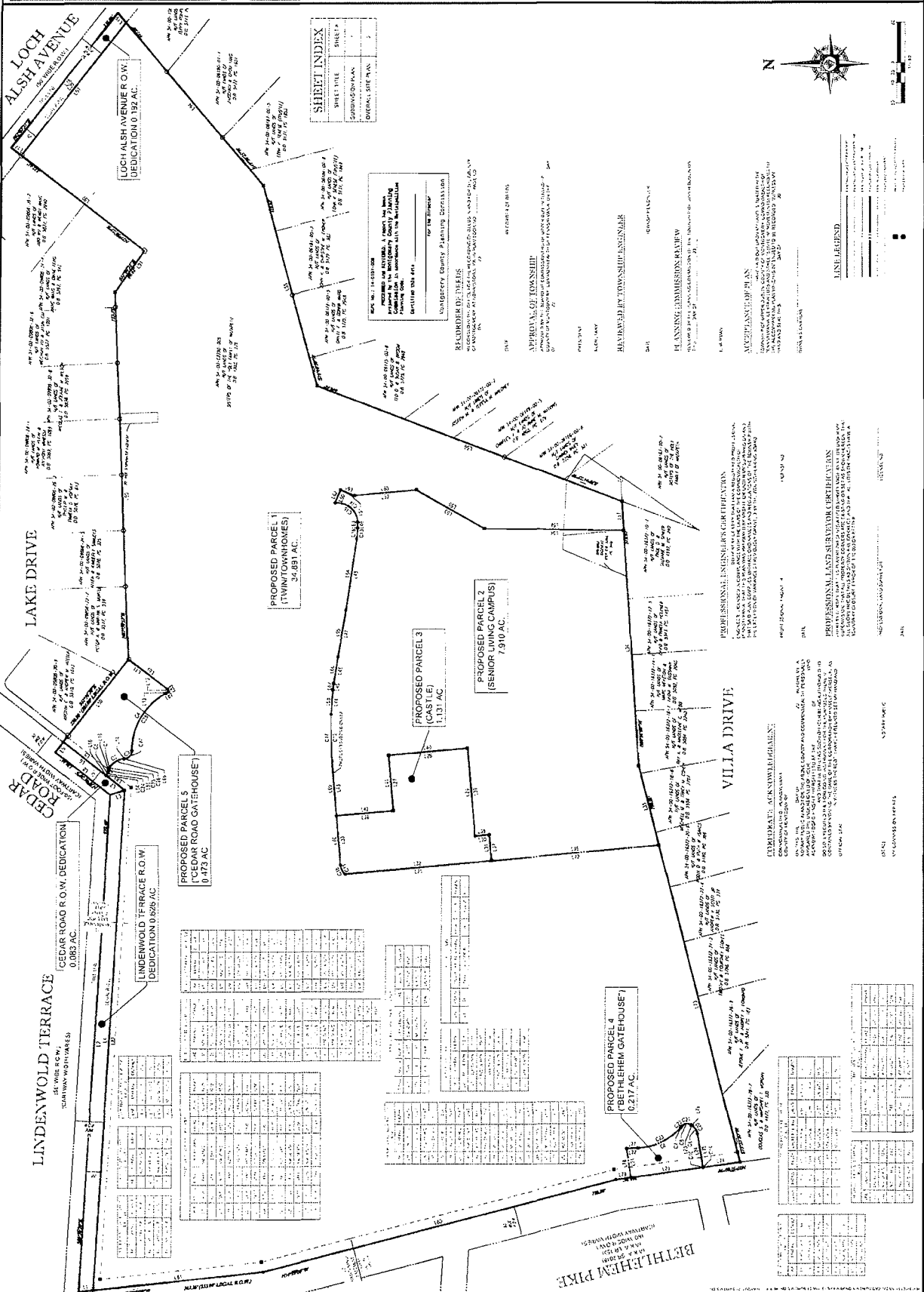
NOT APPROVED FOR CONSTRUCTION
 PROJECT: 13-0000000000
 SHEET NO.: 13-0000000000
 DATE: 08/14/13

ST. JOHNSVILLE PLANNING
 ASSOCIATES, LLC
 1000 W. 10TH ST.
 SUITE 100
 MONTGOMERY COUNTY, PA 19381
 TEL: 610-398-1100
 FAX: 610-398-1101
 WWW.BOHLENGE.COM

BOHLER ENGINEERS
 1000 W. 10TH ST.
 SUITE 100
 MONTGOMERY COUNTY, PA 19381
 TEL: 610-398-1100
 FAX: 610-398-1101
 WWW.BOHLENGE.COM



SUBDIVISION PLAN
 SHEET NO. 1
 DATE: 08/14/13



SHEET INDEX

SHEET NO.	TITLE	DATE
1	GENERAL NOTES	08/14/13
2	PROPOSED PARCEL 1	08/14/13
3	PROPOSED PARCEL 2	08/14/13
4	PROPOSED PARCEL 3	08/14/13
5	PROPOSED PARCEL 4	08/14/13
6	PROPOSED PARCEL 5	08/14/13
7	PROPOSED PARCEL 6	08/14/13



UNLABLED

PROPOSED PARCELS 1 THROUGH 6 ARE TO BE DEVELOPED IN ACCORDANCE WITH THE ZONING ORDINANCES OF MONTGOMERY COUNTY, PENNSYLVANIA.

APPROVAL OF TOWNSHIP
 APPROVED BY THE BOARD OF SUPERVISORS OF ST. JOHNSVILLE PLANNING ASSOCIATES, LLC ON 08/14/13.

RECORDING OF DEEDS
 THE PROPOSED PARCELS ARE TO BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DEEDS, MONTGOMERY COUNTY, PENNSYLVANIA.

PROFESSIONAL ENGINEER'S CERTIFICATION
 I, JAMES H. BOHLER, A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF PENNSYLVANIA, HEREBY CERTIFY THAT I HAVE PREPARED THE SUBDIVISION PLAN AND THAT I AM A MEMBER IN GOOD STANDING OF THE PROFESSIONAL ENGINEERING SOCIETY OF PENNSYLVANIA.

PROFESSIONAL LAND SURVEYOR'S CERTIFICATION
 I, JAMES H. BOHLER, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF PENNSYLVANIA, HEREBY CERTIFY THAT I HAVE PREPARED THE SUBDIVISION PLAN AND THAT I AM A MEMBER IN GOOD STANDING OF THE PROFESSIONAL SURVEYING SOCIETY OF PENNSYLVANIA.

COMPILED BY: ACKNOWLEDGEMENT
 I, JAMES H. BOHLER, A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF PENNSYLVANIA, HEREBY CERTIFY THAT I HAVE PREPARED THE SUBDIVISION PLAN AND THAT I AM A MEMBER IN GOOD STANDING OF THE PROFESSIONAL ENGINEERING SOCIETY OF PENNSYLVANIA.

DATE: 08/14/13

SCALE: AS SHOWN

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

Initial Restoration

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

Owner shall cause the following work to be performed on the Castle within one year of receiving pertinent township and third-party approvals such that construction activity is permitted to begin on the site of the Senior Housing project, unless noted otherwise below. Owner shall cause the following work to be performed on the other Historic Resources of the Property within two years of receiving pertinent township and third-party approvals such that construction activity is permitted to begin on the site of the Senior Housing project, unless noted otherwise below.

Please note that all items discussed in this Exhibit pertaining to the Castle are understood to pertain only to the protected areas of the Building, as identified in Exhibit C.

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

CASTLE EXTERIOR

Masonry

Minor masonry repairs will be addressed at locations of cracks near front entrance and repointed anywhere mortar is missing to a depth of ½” or greater. All head joints in coping stones with missing or damaged mortar will be pointed or appropriately sealed. Perform a one-time mortar analysis to determine the appropriate type and ratio of cement, lime, and aggregate for the mortar to be used during future repairs.

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

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

Downspouts, Drainage and Vegetation

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

CASTLE INTERIOR

General

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

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

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

Fire Protection

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

Mechanical System

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

SUNKEN GARDEN

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

STONE ENTRANCES AND IRON GATES

Masonry

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

Metalwork

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

PERIMETER STONE WALLS

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

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

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

LAKE AND RETAINING WALLS

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

GAZEBO

Masonry

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

Roof & Ceiling

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

FORMAL GARDENS

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

STATUARY

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

- Statue located at Loch Linden Lake, Exhibit C 48
- Fountain against south wall of Castle, Exhibit C 7
- Large fountain on south side of Castle, Exhibit C 44
- Statues (16) on and at site walls at "Bridge" near Gazebo, Exhibit C 46

- Statues (4) on the Gate at the intersection of Lindenwold Terrace and Bethlehem Pike, Exhibit C 39

Repair or restoration of these statues is not a requirement, with the exception of the Angel statue located at Loch Linden Lake, Exhibit C 48, which is to be kept in an intact condition.

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

SPRINGHOUSE

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

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

Optional Future Restoration & Permitted Future Alterations

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

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

All work shall be in accordance with drawings, specifications, descriptions, or any other acceptable form of documentation which shall be submitted to and approved by Grantee prior to the start of work. In order to facilitate timely review and approval, Grantor may submit conceptual and design proposals prior to the start of any construction drawings and specifications. Grantee has the right to waive the submission of documentation.

Restoration and alterations shall comply with *The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (2017), especially "Guidelines for Rehabilitating Historic Buildings."

Please note that all items discussed in this Exhibit pertaining to the Castle are understood to pertain only to the protected areas of the Building, as identified in Exhibit C, or other features explicitly discussed below. Any new construction and modifications, including those to items listed below, which are consistent with the Proposed Development Plan (Exhibit D) are explicitly permitted and do not require review and approval of the Grantee.

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

GENERAL

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

CASTLE EXTERIOR

Existing Entrances

Reasonable alterations may be made to existing building entrances as required by code to accommodate handicapped accessibility and tenant needs, provided such alterations are compatible in materials and proportions with existing original building fabric. Installation of a ramp or chair lift for handicapped accessibility, including raising the front elevation of the wood front porch to provide handicapped accessibility between the porch and entry hallway is permitted.

Accommodation of code-required stairs and/or elevator by one of the following methods is permitted:

- An addition on the "back ell" of the Castle
- A connection at the "back ell" to adjacent new construction

Signage

All existing exterior signage on the Building may be removed, altered or replaced with new signage, provided such new signage replicates the size, location, and material of existing signage and/or historical signage as documented in historical photographs or other archival sources. Grantor may place new and/or replacement signs or plaques for the following purposes:

1. To comply with Fire Department or other applicable laws
2. To commemorate the Easement or other historic designations of the Building
3. To identify the name and address of the Property
4. To advertise the Property for sale or rental
5. For any purpose required by any lender of Grantor
6. To provide directional signage appropriate to the Property's use

For all of the above, the signs or plaques shall be of a size, material, design, location, and method of attachment which is compatible with, and minimizes the visual impact on, the architecture of the Building. Signs and plaques shall comply with all applicable laws and design reviews. To the extent possible, signs and plaques shall be secured in a manner that does no irreversible damage to the Building.

The removal of large cast stone cross from West façade is permitted and the infill of cross shaped openings in masonry to restore them to their original vertical opening is permitted.

Roof

New roof penetrations are acceptable if they are not visible from the ground. Rooftop mechanical equipment may be replaced with new equipment, assuming it is not visible from within fifty feet of Castle. Grantor may add a fall protection system with minimal visual impact, such as harness wire system installed along centerlines of roof. Future roof replacement may be membrane roof. Slate elements may be replaced with non-slate material, provided new material is approved by the grantee.

Exterior Lighting

Installation of modern, freestanding LED fixtures, as appropriate to maintain occupant safety or to provide general illumination of the Castle or its architectural features, and with approval of the Grantee, is permitted.

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

The replacement of windows to match the character of the historic windows is permitted, including the replacement of existing vinyl windows with wood windows to match the character of third floor windows. The use of alternative materials is allowed if they replicate the appearance of the original. Use of simulated divided lites and insulated glass is allowed if detailing is acceptable to grantee. Existing window screens and storm doors can be removed or replaced. Removal and replacement of damaged stone sills is permissible with in-kind material or an appropriate substitute material such as cast stone. The existing stained glass can be covered with clear glass or another transparent protective material. The removal of stained glass installed after 1936, and its replacement with clear glass windows similar to those in historic photos and in keeping with the historic character of the building, is permitted.

The removal of non-historic decorative window grilles is permitted. The replacement or removal of the porte cochere gate is permitted, provided it is stored on site upon removal. Replacement and addition of railings in an alternative design compatible with the historic character of the building, for purposes of code or aesthetic compatible with the historic character of the building is permitted.

Downspouts and Drainage

Additional downspouts can be added if required for proper drainage but must match existing size, color, and configuration. If not connected to underground drainage system, provide 4' concrete splash blocks.

PROTECTED INTERIOR FEATURES

Unless noted otherwise, the terms of the Deed of Easement as it relates to the interior of the Building are limited to those rooms identified as "Protected Interiors" on the building plans provided in Exhibit C. The Grantor understands the significance of the decorative materials and finishes in the Protected Interiors, and acknowledges that the long-term care and maintenance of these finishes are considered integral to the significance of the interior as a whole. The Grantee understands and acknowledges that encouraging the continued productive use of the interior in a cost-effective manner is a catalyzing factor in the establishment of this Deed of Easement. Therefore, the Grantor will favor future uses that do not require significant alterations to these finishes, while the Grantee will accept that certain alterations may be necessary, in accordance with the approval & notification procedures outlined in the Deed of Easement.

Protected Interiors will be left in their existing condition or may be modified for contemporary use while retaining historic elements to the greatest extent possible. This includes modifications required for code compliance. The overall room shapes may not be altered, although partitions no higher than eight feet and cubicles may be inserted within a room. Upgrading/supplementing of existing Mechanical, Plumbing, Electrical, and other building systems, as required to meet use needs and code requirements, is permitted provided plans are submitted for review & approval by Grantee prior to the commencement of work.

Reasonable alterations may be made to existing building entrances to accommodate handicapped accessibility and tenant needs, provided such alterations are compatible in materials and proportions with existing original building fabric.

Reasonable alterations may be made within the Protected Interiors on the first floor to provide an accessible restroom entered directly from the main corridor. The restroom proper may be built with contemporary materials and design, but alterations outside of the restroom will be compatible in materials and proportions with existing original building fabric. Loss of historic fabric should be minimized.

Work outside of the areas identified as "Protected Interiors" may be performed without notification to or approval from the Grantee. Grantor is encouraged, but not required, to reuse, retain on site, or salvage any historic elements within these non-protected areas.

New signage may be provided and any existing signage may be removed, consistent with the purposes listed above for exterior signage.

SUNKEN GARDEN

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

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

STONE ENTRANCES AND IRON GATES

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

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

PERIMETER STONE WALLS

Creation of a new vehicular entry, including the removal of a portion of the perimeter stone wall and the addition of new pier elements to define entry, is permitted. The new pier elements must be

distinguishable, but keeping in line with the historic character of the site walls and other gate entrances. Stone removed to create the entrance should be stored in site for quarrying when needed.

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

LAKE AND RETAINING WALLS

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

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

GAZEBO

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

FORMAL GARDENS

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

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

STATUARY

The Statuary identified in Exhibit B.I is intended to remain in its current locations. Relocation / removal may be permitted with the approval of the Grantee and the Township.

Other landscape statuary identified as having artistic or historic value by the Assessment executed as a precursor to this easement may be retained in place, moved to another location on site, or removed from the site. The Grantee is to be notified at least 30 days prior to the removal of any statuary in this category, so as to provide the Grantee with the opportunity to find a potential recipient to remove and take possession of it. Any statuary may be repaired, replaced in kind, left in place in a non-functioning condition, or removed if in poor condition, with the exception of the Angel statue located at Loch Linden Lake, Exhibit C 49, which is to be kept in an intact condition.

The retention of statuary does not carry an obligation for maintenance, preservation, or restoration; as such, this scope is not covered by this Deed of Easement. The Grantor may choose to repair, preserve,

restore, or replicate statuary; repairs or replacement may be performed either in-kind or with compatible materials.

SPRINGHOUSE

The Springhouse is to remain as an intact ruin.

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

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

This Maintenance Program encompasses the Castle and other Historic Resources, with a scope outlined below for each Resource.

CASTLE EXTERIOR

1. Stonework & Masonry

Inspection Schedule: Once a year

Operation:

- a. Check for moist areas especially along gutter, downspouts and at grade level, cracks, crumbling material, loose pieces, missing mortar, efflorescence (white discoloration).
- b. Check where moisture is entering masonry and repair any leaks in roofing, cornice, flashing, down spouts, joints between masonry and other materials
- c. Reflash / recaulk leaking joints as required
- d. Retain original masonry and mortar, whenever possible, without the application of any surface treatment or covering. Repoint only those joints with loose or crumbling mortar. Infill holes and open cracks with mortar that matches surrounding in color, texture, and appearance. Repointing work shall be performed using methods agreeable to the Grantee, using mortar which matches original in color, texture, constituent composition, and workmanship. Joints shall maintain original width and be tooled to substantially match original finish. Mortar shall not be harder than surrounding masonry or original mortar.
- e. If significant cracks, surface spalling, or material deterioration is found, review condition of masonry with a registered architect, materials conservator, or restoration contractor experienced in evaluating masonry. Grantor shall cause work to be performed in accordance with consultant's recommendations approved by Grantee prior to start of work, and in accordance with the terms of this Deed.
- f. Masonry shall not be cleaned except in accord with a proposal submitted to and approved by Grantee prior to start of work. Such cleaning shall be done with materials and techniques which will not damage masonry. Sandblasting, wire brushes, grinders, sanding discs, or other abrasive methods shall not be used, nor shall any harsh chemical which weakens the masonry be applied. Materials and techniques shall be selected based on results of test patches
- g. Snow removal materials which might damage masonry, e.g. salt, shall not be used on stoops or adjacent walls.

2. Metal Railings, Gates, and Grilles

Inspection Schedule: Once a year

Operation:

- a. Check for deteriorated paint, rust, moisture or physical damage and wear.
- b. Repair any loose joints, attachments, or hardware. Replace in kind any missing pieces or sections.
- c. Remove iron rust using materials and methods which will not accelerate pitting and corrosion of the metal. Prime and paint according to instructions below.

3. Roof

Inspection Schedule: Once a year

Operation:

- a. Check for worn, loose or missing slate shingles (on roof "walls") and replace as needed.
- b. Ensure functionality of drains and clear as necessary.
- c. Check for tears in the roofing material and other signs of infiltration.
- d. Repair leaks, weak areas, and loose attachments.
- e. Replace missing shingles in kind.

4. Flashing

Inspection Schedule: Once a year

Operation:

- a. Check for cracks, warps, distortions or weak areas, loose or damaged seams, and loose attachments.
- b. Check for loose, damaged or missing sections. Check masonry or woodwork underneath for moisture damage, especially at attachment points.
- c. Replace damaged or missing elements to match existing. Repair leaks and weak areas.
- d. Reattach to repaired substrate.
- e. Paint colors for flashing shall match adjacent construction.

5. Caulking

Inspection Schedule: Once a year

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

6. Gutters and Downspouts

Inspection Schedule: Twice a year (Spring and Fall)

Operation:

- a. Check for leaks and loose, missing, or clogged gutters and downspouts.
- b. Remove leaves and other debris in Spring and after leaf fall.
- c. Reattach loose downspouts, clear as needed, and repair leaks.
- d. Replace in kind missing pieces or elements. Any replacement sections shall match existing or be of a design, material, and installation similar to the historic era and architecture of the Building.

7. Woodwork (Cornices, Doors, Windows & Trim)

Inspection Schedule: Once a year

Operation:

- a. Check for moisture damage, warping, splitting and unsound joints, and missing pieces.
- b. If wood is decayed, determine source of moisture, stop leaks, and replace decayed wood to match original in dimension, species, finish and workmanship, and replace or repair damaged flashing.
- c. Repair unsound joints.
- d. Seal fine cracks with wood filler.
- e. Check putty for cracks or missing pieces. Reglaze where necessary.
- f. Prime and paint any new flashing, putty or other glazing materials.

8. Glass

Inspection Schedule: Once a year

Operation:

- a. Replace cracked or missing lights with glass to match, using tempered or other safety glass where required.
- b. Inspect stained glass for signs of bowing or missing glass and repair as necessary to prevent loss of glass or failure of weather seal.
- c. Replacement for art glass shall substantially match original. Replacement glass for other clear glass shall approximate original.

9. Exterior Light Fixtures

Inspection Schedule: Once a year

Operation:

- a. Check for deteriorated paint, rust, corrosion, moisture damage, and wear.
- b. Repair any loose joints, weak links, attachments or hardware and reattach when necessary.
- c. When metal finish deteriorates, restore to match original.
- d. When paint finish deteriorates, prepare and repaint per instructions below.
- e. Replace broken glass to match original.

10. Paint

Inspection Schedule: Once a year

Operation:

- a. Check for wear, bare spots, blistering, peeling, and mildew.
- b. Check where moisture is entering wood and stop leaks.
- c. Wash mildew with fungicide.
- d. Split blisters, scrape peeling areas, remove rust, and sand rough spots.
- e. Deteriorated paint finishes shall not be removed using sandblasting, open-flame burning methods, or rotary mechanical tools. If removal of existing paint down to bare wood or metal surfaces is proposed, submit proposal indicating methods and materials to, and for approval by, Grantee.
- f. Prime and paint (two finish coats) using materials compatible with the existing painted surfaces.
- g. For metals other than aluminum, scrape and wire brush deteriorated paint and rust from metal.
- h. Prime and paint bare metal using materials designed for the specific metal type.

- i. For significant protected painted finishes, apply a gentle surface cleaning using methods agreeable to the Grantee. Areas of blistering, peeling, and other minor damage are to remain, with removal only as approved by the Grantee.

11. Termites

Inspection Schedule: Once a year

Operation:

- a. Have a professional exterminator check once a year for termites and other wood damaging creatures. Treat if necessary.

12. Structural Elements

Inspection Schedule: Once a year

Operation:

- a. Check exposed exterior and interior surfaces of walls and foundations, with particular attention paid to areas of stairway, floor openings, wall openings, and changes in wall material. Check for cracks, collapsing, leaning or bulging areas, or other signs of uneven settlement, movement, or structural deterioration.
- b. Check interior wall surfaces at upper levels, with particular attention paid to joints. Check for cracks, crumbled plaster, gaps between finishes, or other signs of movement.
- c. Check exposed roof framing members for rotted, split, or cracked timbers. Check exposed masonry where timbers bear on walls for crumbling or gaps which indicate wall movement.
- d. If rotted timbers, significant cracks, or other signs of movement are observed, review structural condition of the building(s) with an engineer qualified to evaluate its condition in order to ensure that adequate safety standards and precautions are met. A report on the findings and any remedial actions shall be furnished to the Grantee. For any remedial action which will affect the appearance of the portions of the property included in this easement, Grantor may proceed without Grantee approval but shall make every reasonable effort to notify Grantee and to comply with any Grantee suggestions towards remedial actions compatible with the historic character of the property.

SUNKEN GARDEN

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

STONE ENTRANCES & IRON GATES

Inspection Schedule: Once per Year.

Operation:

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

PERIMETER STONE WALLS

Inspection Schedule: Once per Year.

Operation:

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

LAKE & RETAINING WALLS

Inspection Schedule: Once per Year.

Operation:

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

GAZEBO

Inspection Schedule: Once per Year.

Operation:

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

FORMAL GARDENS

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

STATUARY

Inspection Schedule: Once per Year.

Operation:

- a. Perform a general review of historic statuary identified in Exhibit B.I to assess its general condition. The Grantor is encouraged, but not obligated, to undertake restoration of this statuary, with the exception of the Angel statue at Loch Linden Lake, which is to be kept in an intact condition.
- b. Perform a general review of the other historic statuary remaining on the property to assess its general condition. Signs of deterioration or failure are to be noted. The Grantor is encouraged, but not obligated, to undertake restoration of this statuary.
- c. Restoration, if undertaken, shall include the following:
 - Retain original pieces whenever possible, without the application of any surface treatment or covering. Infill holes and open cracks with appropriate fill that matches surrounding in color, texture, and appearance.

- If significant cracks, surface spalling, or material deterioration is found, review condition with qualified materials conservator.
- Clean statuary with materials and techniques which will not damage statuary. Sandblasting, wire brushes, grinders, sanding discs, and other abrasive methods shall not be used, nor shall any harsh chemical which weakens the masonry be applied.
- Any restoration procedures shall be based on test patches performed in an inconspicuous location on the statuary.
- Any restoration procedures shall be reviewed and approved by Grantee prior to start of work.

SPRINGHOUSE

Inspection Schedule: Once per Year.

Operation:

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

EXHIBIT B.IV – MINIMUM MAINTENANCE PROGRAM PROTECTED INTERIORS
for a preservation easement for the
MATTISON ESTATE / ST. MARY’S VILLA & ASSOCIATED SITE RESOURCS
701 S. Bethlehem Pike, Ambler PA

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

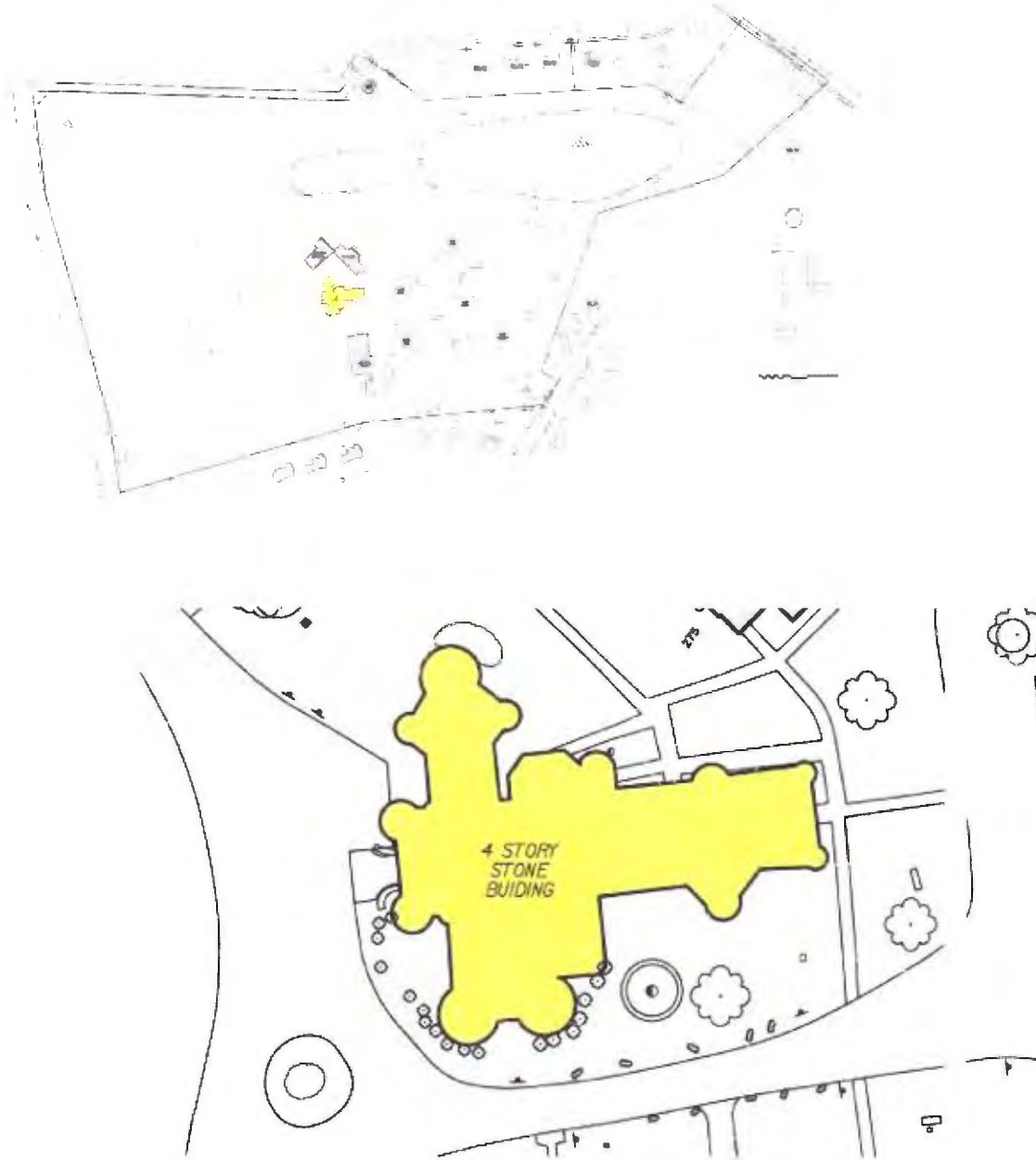
This Maintenance Program for the Protected Interiors encompasses those finishes and fixtures which date from the Mattison period. It is the intent of this Easement that the Protected Interiors be maintained in a manner to allow those spaces to convey their historic character. It is the intention of this easement that materials which are from the Mattison period, are readily visible, and are agreed to be significant to the historic character of the room are to be left in place.

Unless otherwise approved by the Grantee, the following minimum maintenance procedures shall apply:

1. GENERAL PRINCIPLES for Maintenance of Features in Protected Interiors. Special consideration should be given to the custodial care of the materials and finishes of the Protected Interiors. In general, the mildest workable non-abrasive dry cleaning processes (e.g., dusting, polishing, vacuuming) are preferable to wet cleaning methods. Clean only when a useful purpose is served. New cleaning methods are to be tested on a small, inconspicuous location prior to being employed throughout.
2. Refinishing of historic materials shall be done with materials appropriate to the historic material, shall be applied in a manner consistent with manufacturer’s instructions, and shall not significantly alter the historic character of the space. When refinishing painted, stained, varnished or shellacked woodwork, use only stripping, priming, and finish products suitable for interior woodwork, and adhere to manufacturer’s specifications. Mechanical abrasive methods should not be used to remove old finishes.
3. Inspect historic materials annually for deterioration, cracks, efflorescence, and, especially, moisture. Eliminate sources of moisture or structural movement. If examination behind walls or above ceilings is necessary, such examinations should limit the destruction of original material to the greatest extent possible.
4. If historic materials are damaged, the cause of such damage shall be addressed and the damaged areas shall be stabilized against further deterioration. If damage requires the repair of historic material, repair of existing material is encouraged. If damage requires removal of historic material, replacement in-kind is encouraged, but patching with a compatible material discretely installed is acceptable.

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

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



Plot Plan: Lindenwold is a 45 acre property located at 701 S. Bethlehem Pike, Ambler, PA, situated at the western edge of Upper Dublin Township. Originally 400 acres, it was acquired by Dr. Richard V. Mattison, owner of the Keasbey & Mattison Company in Amber, PA in 1888. The original main residential section of the property was built between 1888 and 1912.

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



West Elevation: The building is designed in a castellated Norman Revival style and is clad in random-coursed ashlar blocks of quarry-faced fieldstone. Its shallow-pitched hipped roof sits behind tall crenellated walls. The building's primary elevation faces west, dominated by a central four-story tower bracketed by two corner turrets. A recessed porch occupies the tower's base, set behind a wide central archway. Three-story side wings flank the central tower, each featuring prominent corner turrets. An arched *porte cochere* runs through the south wing immediately adjacent to the central tower, and a two-sided prow bay projects outward between the *porte cochere* and southwest corner turret. The prow bay also features a slender, blind turret at its corner. A raised patio runs from the central tower to the northwest corner turret.

The entire roofline, including turrets, is crowned in a corbelled arcature band and battlement. A thin stone belt course runs continuously above the third floor. Slender blind lancet niches and Greek cross insets decorate the central and corner towers below their respective cornices.

Windows on the west elevation are primarily double-hung wood sashes in either rectangular or segmental arched openings with sandstone sills. Ground-floor, fourth-floor, and all corner turret windows are one-over-one sashes, with curved glass in the corner turret windows. The remaining second and third floor windows feature Queen Anne-style divided-light upper sashes. The second-floor window in the central tower features a wide leaded and stained glass panel flanked by single-hung leaded and stained glass sidelights. The 4th floor windows are vinyl.

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



West Elevation Details:

(Top): The main entrance is located along the back wall of a semi-enclosed porch accessed by a set of stone steps. Splayed sidewalls feature limestone coping and decorative globes.

(Right): Ornate wrought-iron sconces flank the porch's arched entryway. Mortar joints are beaded across the west elevation, along with portions of the north and south elevations.



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



West Elevation Details:

(Top): The double-leaf, wood and glass doorway is topped by a rectangular transom light. The rear porch wall also features a pair of double-hung windows behind decorative wrought iron screens. The southern window is one-over-two; the northern window is one-over-one. The porch ceiling is painted wood with exposed painted beams; the porch floor is painted wood. One hanging pendant fixture and two ceiling-mounted fixtures light the porch.

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



Exhibit C-5
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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



West Elevation Details: An arched doorway connects porch to a raised, open patio to its north. The doorway features a glazed fanlight transom and glass block sidelights in wood frames, but no central leaf. The patio features a concrete floor and a low stone-capped perimeter wall.



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



South Elevation: Behind the primary west elevation, the building extends eastward in a series of rear wings arranged in a roughly T-shaped plan. The general massing, materials, cornice, and fenestration patterns of the main elevation are repeated on the sides and rear. Two corner turrets with raised crowns dominate the composition, which steps back and down to a long rear ell roughly at the mid-section of the building. The mortar joints of the rear ell are flat, giving the stonework a rougher appearance than the front portions of the structure.

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



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



South Elevation Details:

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

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



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

Exhibit C-9
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
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North Elevation: The north-facing portions of the building's rear wings continue the basic materials and proportions of the south elevation, but are differentiated in massing. The northern arm of the front "T" recedes for one bay at a 45-degree angle between the northwest corner turret and a second blind turret adjacent to the *porte-cochere*. The long rear ell features a three-faced angled bay, an engaged two-story circular turret, and a semicircular bay interspersed between an informal grid of rectangular and segmental arched window openings.

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

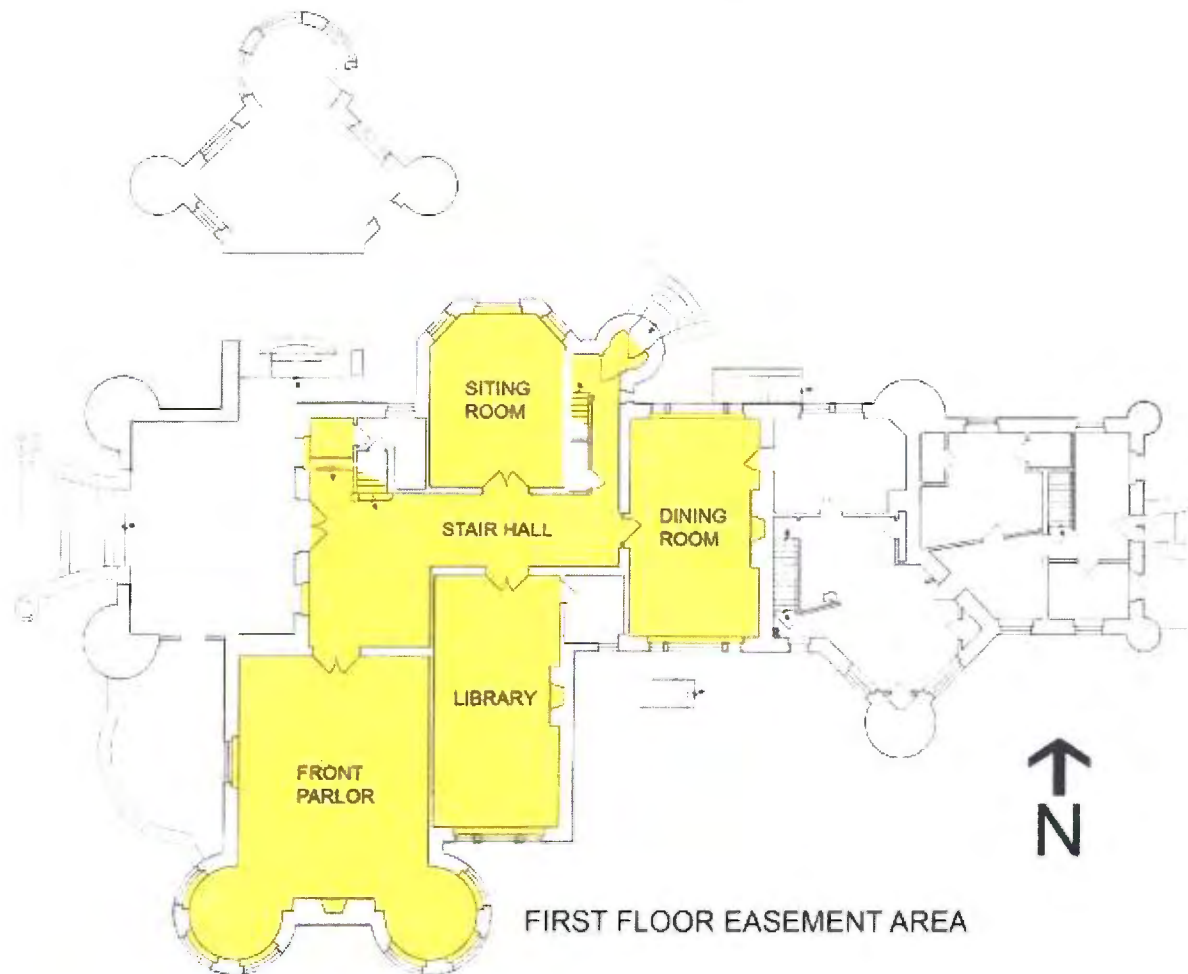


North Elevation Details:

(Left): The two-story engaged turret features a rear entryway accessed by radial stone steps. The door is a single wood and glass leaf.

(Right): A slender bay located between the front wing and middle projecting bay features a multi-pane stained-glass window.

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



As a general rule, the protected elements of the interiors include the surface of walls, ceilings and floors, the volumes of space defined thereby, and the architectural elements, including, but not limited to, the fireplaces, doors and their hardware and ornaments known to date to the Mattison era. No furniture, rugs or other décor not affixed to the walls are protected elements of this easement. Whenever possible, elements known not to date to the Mattison era are identified in the photo captions, but this does not imply that all other materials are original.

Interior plans: Stampfl Architects

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



First floor stair hall:

Facing west (top), facing east (bottom): The building's main entry opens into a front stair hall and double-loaded central corridor. The space features wood floors with mahogany inlaid borders, flat plaster ceilings with exposed wood beams, paneled wainscoting with composition ornament, and wallpapered walls. Two chandeliers light the space. Wallpaper and light fixtures are not known to date to the Mattison era and are not protected elements of this easement.

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



First floor stair hall:

Facing northeast (top), facing southeast (bottom): The open staircase dominates the space; elaborate carved wood and composition ornament panels enliven the newel post, stringer panels, and landing wainscoting. A sunken landing to the north features a tall wood-framed mirror and opens to a powder room under the stairs. To the south, a tall pair of paneled doors leads to the adjacent front parlor. Wallpaper and light fixtures are not known to date to the Mattison era and are not protected elements of this easement.

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



First floor stair hall details:

(Left) The paneled wainscoting features Greek cross motifs and foliated bands of composition ornament featuring medallions with busts.

(Right) Original wall stencils survive in at least one location. The condition of walls beneath the current wallpaper is unknown.

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



First floor stair hall, rear stairs:

Facing north (left); facing south (right): The central stair hall corridor terminates in a rear ell that accesses a secondary stairwell. The stairs feature spiral-turned balusters and newel post. The stair treads are original diamond-patterned linoleum. Adjacent to the stair landing is a secondary entryway.

Exhibit C-16
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor front parlor:

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

Exhibit C-17
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
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First floor front parlor details:
(Left) Fireplace mantle and mirror detail.
(Right) Southwest bay detail.

Exhibit C-18
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor front parlor details:

(Left) Typical wall detail. Original textured wallpaper within each framed bay has been covered in white paint.

(Right) Pan-headed sconce detail. Wall sconces appear to be original and are protected elements.

Exhibit C-19
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor sitting room:

Facing northeast (top), facing northwest (bottom): The sitting room stands to the north of the central stair hall corridor. It features a projecting bay along its north wall lit by three exterior windows. A mahogany-framed, mirrored, green granite mantel stands along the east wall. The hardwood floors feature an inlaid perimeter border; the ceiling is ornately painted with gilded floral and figural patters. An ornately-painted cove molding marks the transition between the (non-original) wallpapered plaster walls and the ceiling. A hanging globe pendant fixture lights the space. The pendant and wallpaper are not known to date to the Mattison era and are not protected elements of this easement.

Exhibit C-20
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor sitting room details:
(Top) Painted ceiling and south wall detail
(Right) Mantle detail. Note section of damaged/patched wall and cove molding to the south of the mantle.



Exhibit C-21
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor library:

Facing southwest (top); facing northeast (bottom): The library stands to the south of the central stair hall corridor. Ormate glass-doored book cases line the long east and west walls; the south end wall features three exterior windows. The ceiling features painted panels set between wood frames, with a cove transition between ceiling and walls. A mirrored mahogany and granite fireplace mantle is centered along the east wall. Floors are hardwood. An ornate gilded chandelier (not original) is suspended from the oval-shaped central ceiling panel, and sconces flank the hallway door along the north wall. The wallpaper and chandelier are not believed to date to the Mattison era and are not protected elements of this easement.

Exhibit C-22
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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



Exhibit C-23
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
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First floor library details:
(Top left) Mantle detail.

(Bottom right) Sconce detail.



Exhibit C-24
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor dining room:

Facing northeast: The dining room stands to the east of the central stair hall corridor. It features basket-weave parquet floors with elaborate inlaid perimeter borders, painted ceiling panels, and hand painted wallpapered walls above paneled wood wainscoting. Stained glass windows light the north and south walls, and a mahogany and tile fireplace mantle dominates the east wall. Chandelier and wallpaper are not believed to date to the Mattison era and are not protected elements of this easement.

Exhibit C-25
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor dining room:

Facing east (top); facing southwest (bottom): A globed chandelier is suspended from the central ceiling panel. The fireplace surround is clad in glazed ceramic tile. Wallpaper has been removed from a large section of the west wall. Chandelier and wallpaper are not believed to date to the Mattison era and are protected elements of this easement.

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



First floor dining room details:

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

(Bottom) Fireplace mantel detail with faience tiles.

Exhibit C-27
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



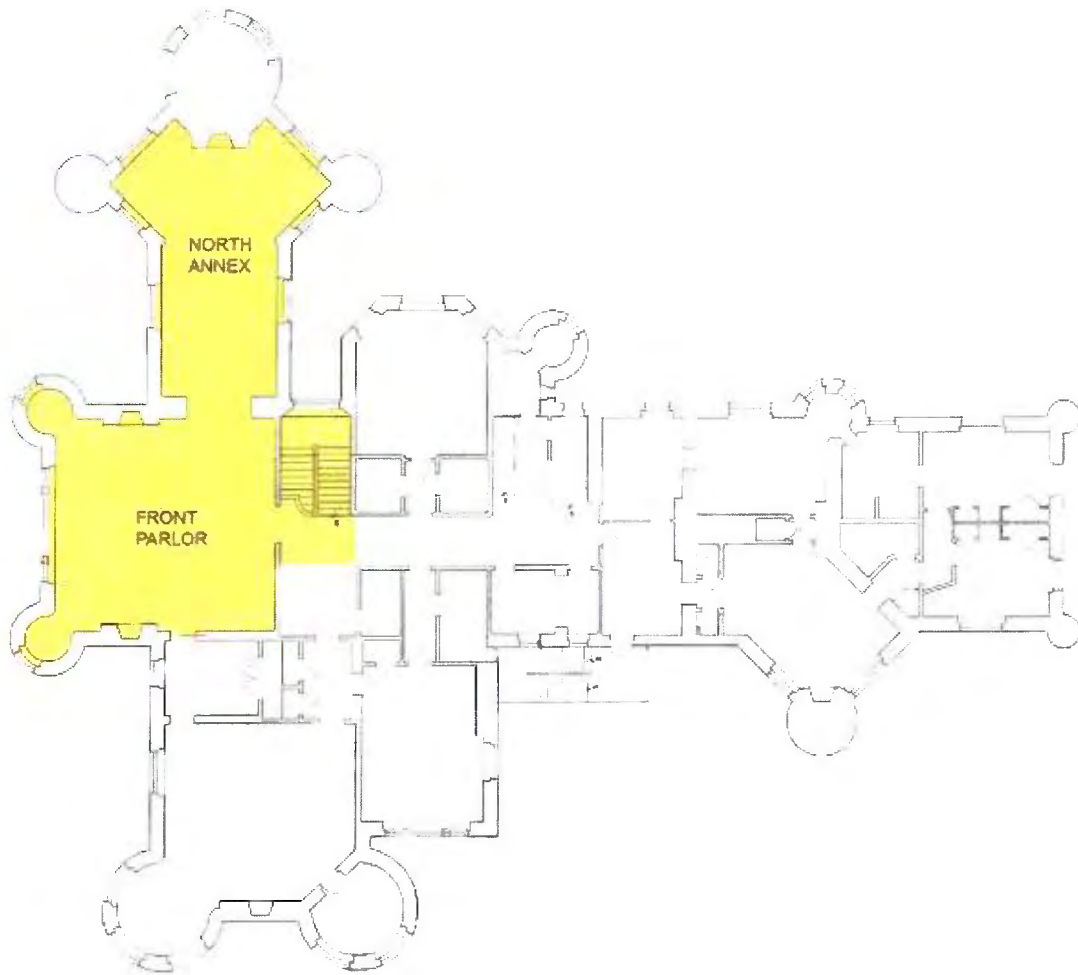
First floor dining room details:
(Top) South stained glass windows.
(Bottom) North stained glass windows.

Exhibit C-28
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



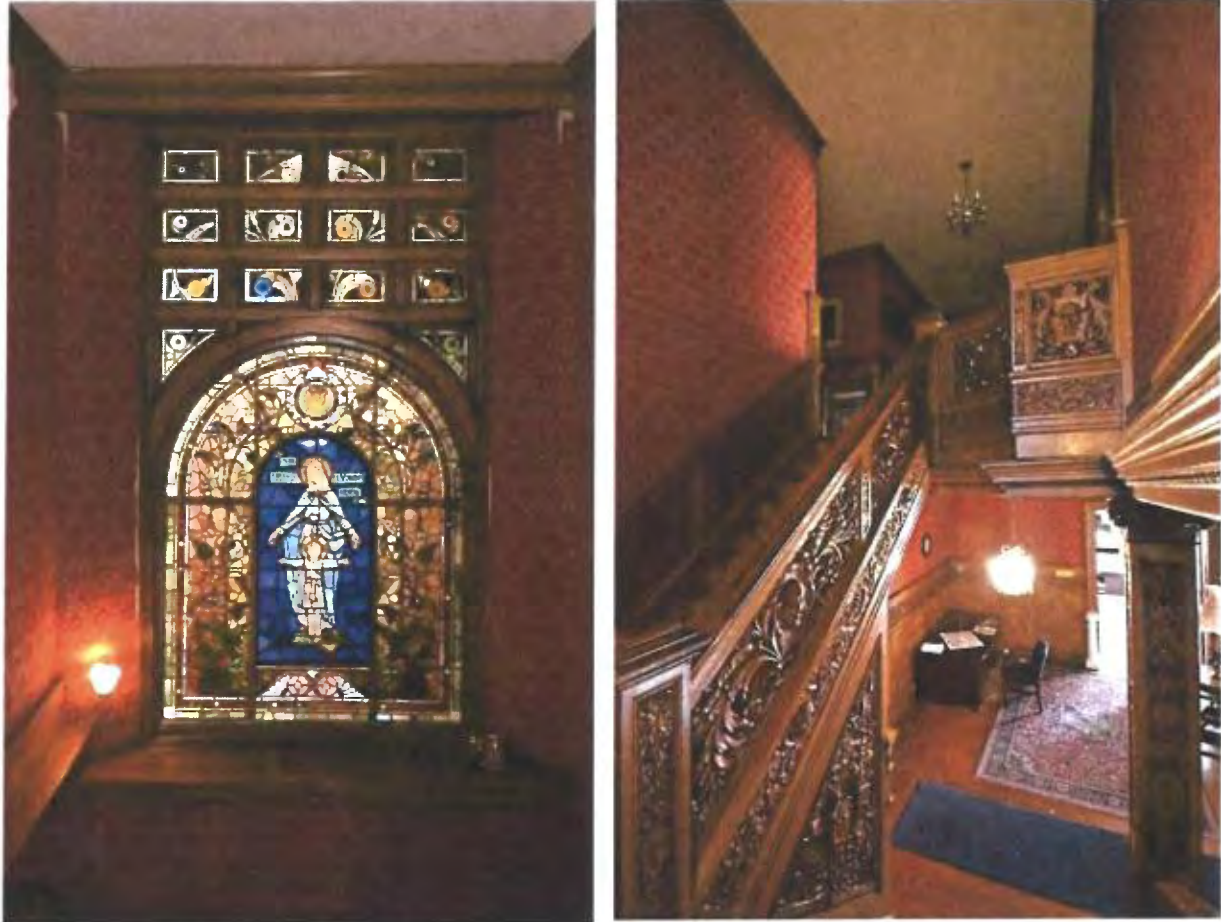
First floor dining room details: Ceiling detail, facing north. Chandelier is not believed to date to the Mattison era and is not a protected element of this easement.

for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
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Interior plans: Stampfl Architects

Exhibit C-30
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
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First/second floor main stairwell and landing:

Facing north (top); facing southeast (bottom): The main stairwell features a stained glass window at the landing between the first and second floor. The center portion of the window, featuring religious iconography, is a later alteration. The stain stringers, wainscoting, newel posts, and railings feature elaborate carved wood and composition ornament details. Wallpaper and light fixtures are not believed to date to the Mattison era and are not protected elements of this easement.

Exhibit C-31

for a Preservation Easement: Mattison Estate Castle & Associated Site Resources

MATTISON ESTATE / ST. MARY'S VILLA

701 S. Bethlehem Pike, Ambler PA

Existing Conditions August 2017



Second floor front parlor:

Facing northwest (top); facing northeast (bottom): The front parlor stands to the west of the second-floor stair hall. It features a painted, paneled ceiling, hardwood floors with inlaid borders, and paneled wood and composition ornament wainscoting. A wide stained glass window dominates the west wall; the room's northwest and southwest corners feature small turret alcoves. Matching fireplace mantles occupy the north and south walls. The east wall is lined with built-in cabinets. An open threshold to the north leads to a north annex space. Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-32
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
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Second floor front parlor:
Facing southwest (top); facing southeast (bottom) Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-33
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
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Second floor front parlor details:
(Top left) South fireplace mantle detail
(Top right) Southwest turret alcove detail
(Bottom right) East wall cabinet detail

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



Exhibit C-34
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Second floor front parlor details:

(Top) Leaded and stained glass window detail, west wall. Stained glass window is not known to date to the Mattison era and is not a protected element of this easement.

(Bottom) Inlaid border detail

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



Second floor front parlor details:

(Top) Painted ceiling detail

(Right) Threshold between front parlor and north annex.

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



Exhibit C-36
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
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Second floor north annex:

Facing north (top); facing south (bottom): The north annex is composed of a long gallery with a large diamond-shaped alcove at its northern terminus. The gallery is lit by exterior windows along its east and west walls. The detailing of the walls, floors, and ceiling are continued from the adjacent parlor, though the ceiling also features cove moldings. Thresholds mark the transition between the gallery, alcove and parlor. Light fixtures do not date to the Mattison era and are not protected elements of this easement.

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



Second floor north annex:

(Top) North alcove facing northwest: The north alcove features exterior windows facing northwest, northeast, southeast, and southwest, with a fireplace mantle dominating the north wall. The mahogany mantle features glazed faience tiles.

(Bottom) Mantle detail

Exhibit C-38
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
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Protected Site Features :

- C-39: Main Gate**
- C-40: Lindenwold Gate**
- C-41: Bethlehem Gate**
- C-42: Bethlehem Pike Perimeter Wall**
- C-43: Lindenwold Terrace Perimeter Wall**
- C-44: Formal Garden**
- C-45: Bronze Fountain**
- C-46: Gazebo**
- C-47: Land Bridge and Statuary**
- C-48: Sunken Garden Walls**
- C-49: Angel Island and Statuary**
- C-50: Loch Linden Archway**
- C-51: Loch Linden Retaining Walls**
- C-52: Loch Linden Spillway**
- C-53: Springhouse Ruin**
- C-54: Miscellaneous Statuary (throughout site)**

Exhibit C-39
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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

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

Exhibit C-40
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
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Lindenwold Gate
Top: Facing northwest
Right: Side gate detail

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



Exhibit C-41
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Bethlehem Gate
Top: Facing west
Right: Gate detail

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

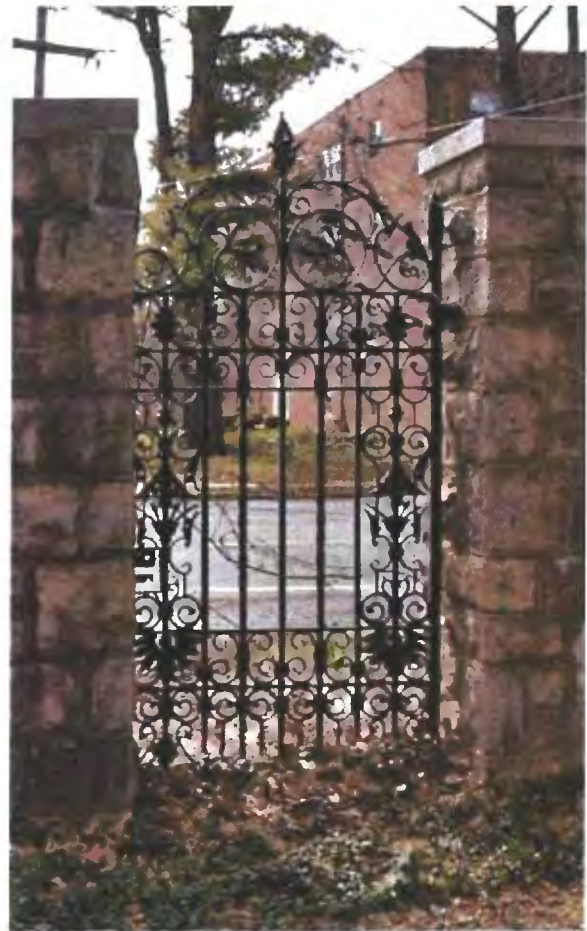


Exhibit C-42
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Bethlehem Pike perimeter wall:

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



Exhibit C-43
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA



Lindenwold Terrace perimeter wall:

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



Exhibit C-44
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
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Formal Garden

Top: Facing west from Castle roof

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

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

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

Exhibit C-45
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
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Bronze Fountain

Left: A large cast bronze fountain is located directly to the south of the Main Castle.

Above: The fountain sits on a stone base in the center of a circular stone basin.

Exhibit C-46
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Gazebo

Left: Facing east

Top right: Iron gate detail

Bottom right: Interior ceiling detail

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

Exhibit C-47
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Land Bridge and Statuary

Above: Facing south

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

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



Exhibit C-48
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Sunken Garden Walls

Top: Facing east

Bottom: Facing west

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

Exhibit C-49
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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

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



Exhibit C-50
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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

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



Exhibit C-51
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Loch Linden retaining walls:

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

Exhibit C-52
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Loch Linden spillway (facing west):

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

Exhibit C-53
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Springhouse ruin (facing east):

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

Exhibit C-54
for a Preservation Easement: Mattison Estate Castle & Associated Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Urns:

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



Lanterns:

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

Miscellaneous statuary

Left: Bronze vulture on stone base near Castle.

Center: Stone lion in sunken garden.

Right: Stone vase in raised bed behind main gate.



**EXHIBIT D – Proposed Development Plan
for a preservation easement for the
MATTISON ESTATE / ST. MARY’S VILLA
701 S. Bethlehem Pike, Ambler PA**

EXHIBIT D

Proposed Development Plan

BOHLER ENGINEERING INC.

1000 W. 10th Street
 Suite 100
 Lincoln, NE 68502
 (402) 441-1111
 www.bohlereng.com

REVISIONS

NO.	DATE	DESCRIPTION
1	08/15/11	ISSUED FOR PERMITS
2	08/15/11	ISSUED FOR PERMITS
3	08/15/11	ISSUED FOR PERMITS

CALL BEFORE YOU DIG

800-4-A-DIG

NOT APPROVED FOR CONSTRUCTION

NO DATE

PRELIMINARY DRAINAGE DEVELOPMENT PLAN

UNIMPROVED RESIDENTIAL DEVELOPMENT

ALL DISTRICTS ARE SUBJECT TO THE REQUIREMENTS OF THE NEBRASKA ZONING AND SUBDIVISION ACT AND THE NEBRASKA ZONING AND SUBDIVISION REGULATIONS.

BOHLER ENGINEERING INC.

1000 W. 10th Street
 Suite 100
 Lincoln, NE 68502
 (402) 441-1111
 www.bohlereng.com

EA BRITZ

1000 W. 10th Street
 Suite 100
 Lincoln, NE 68502
 (402) 441-1111
 www.eabritz.com

OVERALL SITE PLAN

DATE: 08/15/11

PROJECT NO: 11-0003



LEGEND

[Symbol]	10' - 12' TALL TREES
[Symbol]	8' - 10' TALL TREES
[Symbol]	6' - 8' TALL TREES
[Symbol]	4' - 6' TALL TREES
[Symbol]	2' - 4' TALL TREES
[Symbol]	SHRUBS
[Symbol]	LANDSCAPING

NOTES

1. ALL DISTRICTS ARE SUBJECT TO THE REQUIREMENTS OF THE NEBRASKA ZONING AND SUBDIVISION ACT AND THE NEBRASKA ZONING AND SUBDIVISION REGULATIONS.
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE DEVELOPER SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
5. THE DEVELOPER SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPING UNLESS OTHERWISE NOTED.
6. THE DEVELOPER SHALL MAINTAIN ALL EXISTING ROADS AND DRIVEWAYS UNLESS OTHERWISE NOTED.
7. THE DEVELOPER SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
8. THE DEVELOPER SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPING UNLESS OTHERWISE NOTED.
9. THE DEVELOPER SHALL MAINTAIN ALL EXISTING ROADS AND DRIVEWAYS UNLESS OTHERWISE NOTED.
10. THE DEVELOPER SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stipulations

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

1. Prior to the alteration of Loch Linden, Lindenwold Residential will carry out the following measures in consultation with the Preservation Alliance:
 - a) Prepare scaled drawings depicting, in plan form, the layout of the Lake, including the elements listed in the paragraph below in Subparagraphs 2 a, b, and c.
 - b) Photograph the existing conditions of the elements listed in the paragraph below in Subparagraphs a, b, and c. The purpose of the photographic documentation is to record current conditions and significant features of the property. Photographs should be six megapixels or greater (2000 x 3000 pixel image) at 300 dpi and will be provided in JPEG

format. The digital images must be named and numbered in order and keyed to a site plan. The photograph submission should be accompanied by a photo log that will include photographer, photo date, photo number and description.

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

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

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

3. Lindenwold Residential shall demonstrate to the satisfaction of the USACE and PASHPO that the budget established for the stream restoration includes sufficient funds for these measures.
4. Lindenwold Residential shall demonstrate to the satisfaction of the USACE and PASHPO that a third party, meeting the “Personnel Qualifications” outlined below, will monitor the application of these measures to ensure their compliance with the standards proposed above. The third party must provide written confirmation of compliance to the USACE and PASHPO within sixty (60) days following substantial completion of the stream restoration.

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

Administrative Conditions

A. Personnel Qualifications

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

B. Late Discoveries

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

C. Amendments

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

D. Resolving Objections

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

- a) Advise the USACE that the ACHP concurs in the USACE proposed response to the objection, where-upon the USACE shall respond to the objection accordingly;
- b) Provide the USACE with recommendations, which the USACE shall take into account in reaching a final decision regarding its response to the objection; or
- c) Notify the USACE that the objection will be referred for comment pursuant to 36 CFR § 800.7, and proceed to refer the objection and comment. The resulting comment shall be taken into account by the USACE in accordance with 36 CFR § 800.7(c)(4), and Part 110(1) of NHPA.

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

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

E. Resolution of Objections by the Public

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

F. Review of Implementation

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

G. Sunsetting/Duration

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

H. Termination

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

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

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

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

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

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

I. Notice to Lindenwold Residential

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

Lindenwold Residential Associates, LLC

Post Office Box 845
Bensalem, Pennsylvania 19002
Attn: Leonard Poncia
lponcia@gmail.com

Copy to:

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

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

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

UNITED STATES ARMY CORPS OF ENGINEERS, PHILADELPHIA DISTRICT

By: _____ Date: _____
Edward Bonner, Chief of Regulatory Branch

PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: _____
Andrea L. MacDonald, Deputy Pennsylvania State Historic Preservation Officer

Lindenwold Residential Associates, LLC

By: _____ Date: _____
Leonard Poncia

Preservation Alliance for Greater Philadelphia

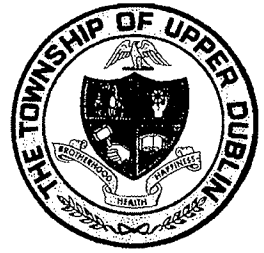
By: _____ Date: _____
Paul R. Steinke, Executive Director

EXHIBIT C

**CONDITIONAL USE DECISION
DATED 5/9/2017**

Upper Dublin

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



IRA S. TACKEL
President

May 10, 2017

RONALD P. FELDMAN
Vice President

SHARON L. DAMSKER

REBECCA A. GUSHUE

LIZ FERRY

ROBERT H. MCGUCKIN

GARY SCARPELLO

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

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

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

Dear Lindenwold Residential Associates, LLC:

Enclosed please find a copy of the Findings of Fact, Conclusions of Law and Decision with respect to the Conditional Use Decision of the Board of Commissioners on May 9, 2017 on the Conditional Use Application for the above referenced property. The decision includes 32 conditions to the approval.

If Lindenwold Residential Associates LLC disagrees with this Findings of Fact, Conclusions of Law and Decision in any way, there is a strict time limit of THIRTY (30) days from the date of the MAILING of this decision within which to take an appeal of the Findings of Fact, Conclusions of Law and Decision, including any of its conditions, to the Court of Common Pleas of Montgomery County, Pennsylvania.

Very truly yours,

A handwritten signature in cursive script that reads "Paul A. Leonard".

Paul A. Leonard
Township Manager

Enclosure

cc: Richard McBride, Esq. (w/enc.)
Gilbert P. High, Esq. (w/enc.)
David Brooman, Esq. (w/enc.) ✓
R. Barton (w/enc.)
T. Fountain (w/enc.)
Michael Cover (w/enc.)

**BEFORE THE BOARD OF COMMISSIONERS
OF UPPER DUBLIN TOWNSHIP**

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

IN RE: Application for Conditional Use
of Lindenwold Residential Associates, LLC.

Property: 701 South Bethlehem Pike
Application No: 2167

I. INTRODUCTION

An application for conditional use was heard before the Board of Commissioners of Upper Dublin Township (the “Board”) on February 21, 2017, and April 18, 2017, after proper advertisement and other required public notice. The applicant, Lindenwold Residential Associates, LLC (“LRA”), seeks conditional use approval for a mixed use residential-historic district development pursuant to the provisions of the Upper Dublin Township Code, Chapter 255, Article XXXVII, Sections 255-281 -- 255.286.

The applicant seeks to develop 45.523 acres located at 701 South Bethlehem Pike. The property is located at the intersection of Bethlehem Pike and Lindenwold Terrace and has approximately 1,300 feet of frontage on Bethlehem Pike. The property is commonly known as “Lindenwold” and/or “St. Mary’s Villa for Children.” The property was the former estate of Dr. Richard Vanselous Mattison (1851-1936). Dr. Mattison was co-owner of Keasbey & Mattison (K&M) Company of Ambler, one of the largest pharmaceutical and later, asbestos manufacturing companies in the world in the late Nineteenth and early Twentieth centuries.

The property was purchased by Dr. Mattison in 1888 and in 1912 he constructed the mansion which currently exists at the property to resemble Windsor Castle in England (the “castle”). The residential portion of his estate contained approximately 76 acres, including the castle, a carriage

house, two gate houses, a boat house, a sunken garden, a gazebo and lake called Loch Linden, a dam, formal gardens, numerous statuary, decorative wrought iron gates and a stone wall along Bethlehem Pike and Lindenwold Terrace.

Lindenwold was sold to the Sisters of the Holy Family of Nazareth, the present owners, in January 1936, to be used as an orphanage. The facility eventually became a home for abused and neglected children until it closed in June 2016. The property is currently under agreement of sale with LRA. The property is bordered by residential developments to the north, south and east, and Bethlehem Pike to the west.

The property is a Class 2 Historic Resource pursuant to Chapter 127 of the Township Code, and has been determined eligible for inclusion on the National Register of Historic Places by the Pennsylvania Historical and Museum Commission. The property's significant historic resources include:

- Sunken Garden
- Loch Linden Lake and Gazebo
- Gatehouse and Entry at Lindenwold Terrace
- Main Entryway with Fountain and Statuary
- Gatehouse and Entry at Bethlehem Pike
- Formal Gardens
- Stone Walls along Bethlehem Pike and Lindenwold Terrace
- Statuary and Fountains throughout the grounds including a statute in Loch Linden Lake
- Springhouse
- Iron Gates

- Castle

It is the intent of the Mixed Use Residential-Historic District to provide for the preservation of meaningful, historic buildings, structures and features on the property proposed for mixed use residential development by the establishment of reasonable zoning standards to promote the desirable benefits which follow the development of a mixed use residential community, which will preserve as part of the community, significant historical buildings, structures and features.

II. THE CONDITIONAL USE APPLICATION

The applicant has proposed a mixed use residential development consisting of thirty-two (32) single family attached twins (“carriage homes”), seventy-two (72) single family attached townhouses (“townhomes”), and a two hundred and fifty (250) dwelling unit senior independent living campus. The senior independent living campus is proposed to be located to the rear of the castle with structured indoor parking for residents. The senior independent living campus is set back on the site to preserve the architecturally significant viewshed from Bethlehem Pike. The carriage homes are located along Bethlehem Pike and Lindenwold Terrace. The townhomes are located internal to the site along the entrance road and internal roadways. The senior independent living campus, carriage homes and townhomes each have incorporated architectural details and materials consistent with the castle, gatehouses and other architecturally significant features of the property.

Submitted with the application was an historic resource inventory and historic preservation plan for the castle, gazebo, entrances, gatehouses, formal garden, site perimeter wall and pre-1936 statuary. The application included a proposed Declaration of Reciprocal Easements and Restrictions between LRA, future owner of the senior independent living campus,

and Dublin Villa Development, LLC, (“DVD”), future owner of the residential parcels for the carriage homes and townhomes.¹ All financial responsibilities of LRA and DVD is to be split forty-five percent (45%) by LRA and fifty-five percent (55%) by DVD.

Also submitted with the application was a proposed preservation easement between LRA and a nonprofit charitable organization to be designated by Upper Dublin Township. Finally, the applicant submitted a stream restoration plan to address a failed dam on the property, the rechanneling of Honey Run Creek and the establishment of a 1 to 2 acre lake, fed by channelized storm drainage from the Lake Drive development, with associated wetlands, perennial wildflowers and wetland indigenous plants.

Based on agency, township staff and township professional consultant reviews, the application was amended in several significant respects, including retention of a portion of Loch Linden Lake; the extent of restoration and rehabilitation, as those terms are defined by the U.S. Secretary of Interior and National Park Service, of the castle and other historic assets; traffic improvements; and, the future uses of the castle.

III. THE CONDITIONAL USE HEARING

The applicant called six witnesses during the two nights of hearings to present the conditional use plan and respond to questions from the Board of Commissioners and Township staff. Eric Britz, P.E. and Project Manager, Bohler Engineering, presented the civil engineering aspects of the application, and the site plan in particular. (2/21/2017 N.T., Pgs. 30-64). Mr. Britz

¹ It is recognized by the Township that the ultimate Ownership of the residential parcels, castle, gatehouses, senior independent living complex and open space will be successors or assigns of LRA and DVD. The ultimate ownership of the subdivided property, buildings, other structures, statuary and fixtures, is subject to the review and final approval of the Board of Commissioners.

testified as to the site plans' compliance with the development regulations found at Sections 255-284 and 255-285. Mr. Britz was recognized as an expert in the field of civil engineering and the Board finds his testimony credible.

John R. Wichner, P.E. and Senior Project Manager, McMahon Engineering, presented the results of the applicant's Transportation Impact Study, the offsite traffic impacts and mitigation measures, ingress to and egress from the development, and internal traffic circulation. (2/21/2017 N.T., Pgs. 64-117). Mr. Wichner testified regarding the revisions made to the Transportation Impact Study as a result of comments and consultation with the Township's traffic consultant, Jack R. Smyth, Jr., P.E., Boles, Smyth Associates, Inc. ("Boles Smyth"), the Montgomery County Planning Commission ("MCPC"), the Pennsylvania Department of Transportation ("PennDOT"), Ambler Borough, and the Township Engineer.

Mr. Wichner opined that the conditional use plan met the requirements of Section 255-282.E.3-8, and that the off site traffic improvements would mitigate any traffic related impacts. The applicant has agreed to prepare a post development traffic study and to install traffic signalization if warranted. Mr. Wichner was recognized as an expert in transportation engineering and the Board finds his testimony credible.

Thomas R. Johnson, Jr., Skelly & Loy, Engineering Environmental Consulting ("Skelly & Loy") presented the stream re-channelization plan and the evaluation of that plan as a result of comments from the Township Engineer and F.X. Browne, Ph.D, P.E., F.X. Browne, Inc., Engineers – Planners Scientists ("F.X. Browne"), an expert retained by the Township to review and comment on the stream restoration plan and the Loch Linden Lake design. (2/21/2017 N.T., Pgs. 144-206; 4/18/2017 N.T., Pgs. 8-38). The applicant has applied to the Pennsylvania Department of Environmental Protection ("PaDEP") and the U.S. Army Corps of Engineers

("USACE") to remove the existing dam structure, re-channelize Honey Run Creek and re-configure Loch Linden Lake and associated wetlands. Final design of the lake will be submitted with the subdivision/land development application and is subject to final permitting from Pa DEP. Mr. Johnson was recognized as an expert in regulatory biology as it relates to Clean Water Act permitting and licensing, and environmental restoration design and aqua systems. The Board finds Mr. Johnson's testimony to be credible.

Kelly Cook Andress, President and Founder of Sage Senior Living ("Sage"), described the elements and uses of the senior independent living complex. (2/21/2017, N.T. Pgs. 118-144). Sage has been identified by the applicant to be the operator of the senior independent living complex. Ms. Andress has a 27 year background in independent and assisted living retirement communities as a former Vice President of Finance and Development for Sunrise Retirement Communities. Ms. Andress has personally developed over 20 such communities, and Sage currently operates six communities, three in Pennsylvania and three in Maryland.

Ms. Andress described the amenities, services and activities offered to residents, the planned accessory uses, including memory care, the number of employees, and transportation services for residents. Finally, Ms. Andress expressed her commitment to work with the Township and its consultants during subdivision/land development plan review to finalize plans to rehabilitate the castle and interior spaces to appropriate re-use.

John H. Cluver, AIA, LEED AP, is a Partner and Director of Historic Preservation at Voith & Mactavish Architects, LLP. Mr. Cluver was recognized as an expert in historic preservation. Mr. Cluver prepared the historic resource inventory and the historic preservation plan. Mr. Cluver described the elements of the historic preservation plan, and consultation with the Township consultants, John R. Gibbons, AIA/AICP, Laura Ahramjian, AICP and Philip E.

Scott, RA, KSK Architects Planners Historians, Inc. (“KSK”). (4/18/2017) N.T. Pgs. 40-76). A significant portion of Mr. Cluver’s testimony was in response to questions from the Board of Commissioners and Township staff clarifying the extent of restoration and/or rehabilitation of each historic asset, as those terms are defined by the U.S. Department of the Interior and the National Park Service, and the financial mechanisms in place to ensure both the initial restoration and/or rehabilitation, and future maintenance. The Board finds Mr. Cluver’s testimony to be credible.

Len Poncia, Aquinas Realty, was present throughout the course of the hearings and testified on behalf of the applicant. (4/18/2017, N.T., Pg. 75). LRA is the equitable owner of the property. LRA works in coordination with Guidi Homes and the Goldenberg Group joint venture, DVD, on all aspects of the development. Mr. Poncia, on behalf of the applicant, adopted as his own testimony certain promises and representations made by counsel for the applicant, in the areas of historic preservation, stream restoration, specific future uses of the castle, and specific elements of the senior independent living complex and its operation.

Public comment was accepted by the Board at both nights of hearings on the conditional use application. (2/21/2017 N.T., Pgs. 206-256; 4/18/2017, N.T., Pgs. 76-158). A majority of the public comments concerned the impact the development would have on the Lake Drive community and the Villa Drive residents bordering the property. No one entered their appearance as a party to the conditional use proceeding. (2/21/2017 N.T., Pg. 11; 4/18/2017, N.T. Pg. 76). The Board did take the public comments into consideration in rendering this decision.

The conditional use application received positive recommendations from the Township Planning Commission and Montgomery County Planning Commission. Their review letters and recommendations also were taken into consideration by the Board in rendering this decision.

IV. FINDINGS OF FACT

A. Public Notice.

1. Notice of the conditional use hearing was published in The Ambler Gazette on February 5 and 12, 2017 and on April 2 and 9, 2017 (Exhibit T-1, T-37).

2. Notice of the conditional use hearing was posted on the property beginning February 7, 2017 (Exhibit T-2).

3. The conditional use hearing was held on February 21, 2017, March 14, 2017 (continued with the applicant's permission and an extension of time due to inclement weather), and April 18, 2017 (N.T. 2/21/2017 and 4/18/2017, and Exhibit T-38).

B. The Conditional Use Application.

4. The applicant submitted with the conditional use application an eight sheet plan set prepared by Bohler Engineering, dated September 11, 2015, consisting of:

- (1) Coversheet
- (2) Site Plan
- (3) Existing Conditions/Natural Resources Plan
- (4) Open Space Plan
- (5) Grading Plan
- (6) Utility Plan
- (7) Tree Removal Plan
- (8) Landscape Plan

(Exhibit T-3).

5. The conditional use application, as originally submitted, was deemed incomplete.

6. The conditional use application was resubmitted, including the eight plan set, on October 14, 2016. (Exhibit T-3). The plans were revised as a result of comments from the Township zoning officer, Township engineer, the Montgomery County Planning Commission and the Township's professional consultants (Traffic: Jack R. Smyth, Jr., P.E., Boles, Smyth Associates, Inc. ("Boles, Smyth"); Historic Preservation: John R. Gibbons, AIA/AICP, Laura Ahramjian, AICP and Philip E. Scott, RA, KSK Architect Planners Historians, Inc. ("KSK"); Lake and Stream Restoration: F.X. Browne, Inc. ("F.X. Browne"); and, Landscaping: Richard Collier, Jr., AICP, ASLA, Land Concepts Group, LLC ("Land Concepts"))).

7. On January 11, 2017, the applicant submitted a revised historic preservation plan prepared by Bohler Engineering with an historic preservation plan key. (Exhibit A-6).

8. The applicant also submitted with the conditional use application, and revised as a result of comments from Township staff and Township professional consultants, reports required by Section 255-286, including:

(a) Transportation Impact Study prepared by McMahon Associates (revised as a result of comments from Boles, Smyth) (Exhibits T-3, T-5 and T-14).

(b) Fiscal Impact Assessment of proposed redevelopment of St. Mary's Villa – Revised Development Program, prepared by Urban Partners, November, 2016, revised February, 2017 (Exhibits T-28, A-2).

(c) Historic Resource Inventory consisting of a site plan, sketch floor plans for the castle and photos of historic resources keyed to the site plan and sketches, prepared by Voith & Mactavish Architects, LLP (Exhibit T-34).

- (d) Historic Resources Preservation Plan Narrative (revised to reflect the comments of KSK), last revised February 20, 2017 (Exhibits T-32, T-35 and T-36).
- (e) Three unit townhouse renderings and conceptual townhouse elevations prepared by Kimmel Bogrette Architecture and Site, dated November 10, 2016 (Exhibit T-22).
- (f) Two unit carriage home renderings and conceptual carriage home elevations prepared by Kimmel Bogrette Architecture and Site, dated November 10, 2016 (Exhibit T-21).
- (g) Streetscape exhibits prepared by Boehler Engineering dated November 10, 2016 (Exhibits T-21 and T-22).
- (h) St. Mary's Villa, Model A front elevation, prepared by Mark Stanish Architects, dated November 29, 2016 and St. Mary's Villa, Model A street view prepared by Mark Stanish Architects, dated November 29, 2016.
- (i) Carriage home and townhome "Option A" architectural renderings prepared by Michael H. Visich Architect Planners.
- (j) Landscaped Perspective Main Entrance architectural rendering prepared by Charles H. Gale, Jr., Gale Nurseries, Inc., dated October 20, 2015 (Exhibits A-7 and A-8).
- (k) Draft Declaration of Reciprocal Easement and Restrictions, by and between Lindenwold Residential Associates, LLC and Dublin Villa Development LLC (Exhibit T-3).

(l) Draft St. Mary's Villa Preservation Easement by and between Lindenwold Residential Associates, LLC and a nonprofit charitable corporation designated by Upper Dublin Township, with appendices A through C, dated October 18, 2016 (Exhibit T-3).

(m) St. Mary's Villa Stream Restoration Plan set prepared by Skelly and Loy, Inc. Engineers-Consultants, dated April 13, 2016, last revised April 5, 2017 (revised to reflect the comments of F.X. Browne) (Exhibits T-3, T-39 to T-43, inclusive, and A-11).

(n) Amendments to the St. Mary's Villa Historic Preservation Plan prepared by Voith & Mactavish Architects, LLP, in response to comments from KSK, dated April 17, 2017 (Exhibits T-36, A-17).

C. Compliance with the Mixed Use Residential-Historic District Regulations.

9. The proposed uses are among the uses permitted in Section 255-282.

10. The applicant has proposed a minimum of three of the permitted residential uses as required by Section 255-284.B.1.

11. The applicant has proposed a senior independent living campus consistent with Section 255-282.D. and Section 255-283.

12. The senior independent living campus constitutes seventy percent (70%) of the total units as required by Section 255-284.B.2.

13. Kelly Cook Andress, President and founder of Sage Senior Living, testified on behalf of the applicant and described the proposed senior independent living campus operation. (2/21/2007 N.T., Pgs. 118-143)

14. Sage Senior Living has been identified as the operator of the senior independent living campus.

15. The senior independent living campus will be limited to residents 55 years of age and over.

16. The minimum senior living unit size for the senior independent living campus is equal to or greater than five hundred (500) square feet for a single resident unit and greater than or equal to seven hundred (700) square feet for a two resident unit.

17. Not more than sixty percent (60%) of the units in the senior independent living campus will be available for double occupancy.

18. No more than two residents will reside in any dwelling unit, plus one caregiver (if desired).

19. The individual dwelling units at the senior independent living complex will have accessory uses and supportive social residential services including dining facilities, housekeeping, medical and support services, security and twenty-four hour monitoring, an emergency call system, recreational facilities including a fitness center, wellness promotion, exercise programs, transportation, educational and special events, laundry services and social and recreational programs.

20. The senior independent living campus will include accessory uses appropriate for allowing independent older adults to age in place.

21. The senior independent living campus will have approximately ninety (90) employees, on three shifts, over a twenty-four (24) hour period.

22. The senior independent living campus will not have skilled nursing, but will have medical and support services, a dedicated medical and support area, and an assisted living and memory care wing.

23. The senior independent living campus operator will provide van service to take its residents to shopping venues, the downtown Ambler commercial district, SEPTA, and other destinations within a four (4) mile radius of the property.

24. The castle building will be part of the senior independent living campus and initially utilized for professional offices by LRA, as well as the sales center for the townhome/carriage home community.

25. As the townhome/carriage home community homeowners association forms, and the dwelling units are occupied, a portion of the castle building will be set aside for use as a meeting room for the use of the HOA.

26. The senior independent living campus operator will maintain administrative offices in the castle building so that there will be a permanent user in place to monitor the historic asset on a daily basis.

27. The senior independent living complex buildings will be designed and equipped with all required fire suppression, protection and alarm facilities and mechanisms.

28. Eric A. Britz, P.E., testified on behalf of the applicant in the area of civil engineering, and the site plan's compliance with the requirements of the Section 255-284 and 255-285. (2/21/2017 N.T., Pgs. 30-64)

29. The senior independent living campus buildings will not exceed the height of the castle. (Exhibit A-5).

30. The carriage homes, townhomes, and senior independent living campus comply with the building height restrictions of Section 255-284.F.

31. The property exceeds forty (40) acres with a minimum width of eight hundred (800) feet along Bethlehem Pike.

32. The building layout complies with the required perimeter setbacks set forth in Section 255-284.E.

33. Total impervious surface for the development is 38.1%.

34. The minimum overall yard setbacks, building setbacks, and setback from the castle comply with Section 255-284.E.

35. The minimum building setbacks, minimum building separation for the carriage homes and townhomes, buffering and screening comply with Section 255-285.

36. The building height of the carriage homes, townhomes and the senior independent living campus comply with Section 255-284.F.

37. Parking for the senior independent living campus, carriage homes and townhomes complies with Section 255-284.G.

38. The senior independent living campus has a maximum density of fourteen (14) units per acre; the carriage homes and townhomes have a maximum density of five (5) units per acre.

39. The townhomes are 2 and 3 unit townhome buildings with a maximum building length of 160 feet.

40. Areas of the property which constitute steep slopes under the Township Code will remain undisturbed.

41. The applicant submitted confirmation from the servicing water and sewer authorities that adequate capacity is available.

42. The applicant submitted, with the conditional use application, a preliminary stormwater management design and best management practices which proposes underground infiltration beds as the primary stormwater management facility.

43. Post development conditions will not exceed pre-development conditions in terms of the rate of runoff.

44. Thomas R. Johnson, Jr. testified on behalf of the applicant, and described the details of the stream restoration plan and measures that will be taken to preserve a two acre lake in the location of the existing Loch Linden Lake. (2/21/2017 N.T., Pgs. 144-206, 4/18/2017 N.T. Pgs. 8-38).

45. The applicant submitted plans and Pennsylvania Department of Environmental Protection ("PA DEP") permit application materials indicating its intent to remove the existing dam at the east end of the property which has been the basis for concern by PA DEP and the Township.

46. The applicant has proposed to rechannel Honey Run Creek to the satisfaction of the Township, the PA DEP and the USACE.

47. Loch Linden Lake will be reconstructed to a maximum depth of six (6) feet, gradually reducing in depth to a minimum depth of three (3) feet, with an impermeable clay liner at the bottom to retain water, and with associated wetlands, wetland vegetation, and other indigenous plantings. (Exhibits A-11, T-41, 42, 43; see also, Exhibits A-12 to A-15, inclusive).

48. The plans and studies submitted with the conditional use application, together with the testimony of the applicant during the conditional use hearing, demonstrate the absence of any significant adverse ecological or environmental impact to existing natural resources.

49. The perimeter of the site will be extensively landscaped and will have significant buffer areas to adequately screen and protect adjoining neighborhoods from any undue glare, noise or other impacts. (Exhibit A-8).

50. The applicant has proposed walking paths for the general public accessible from Bethlehem Pike and Lindenwold Terrace. Future walking trails include a connection to Loch Alsh Avenue.

51. The applicant has proposed that 19.76 acres (or 44.3% of the property) remain open space.

52. There will be no significant impact in regard to the provision of police and fire protection.

53. John R. Wichner, P.E., presented the Transportation Impact Study, and described the offsite traffic impacts and mitigation measures, ingress and egress from the development, and internal circulation. (2/21/2017 N.T., Pgs. 64-17).

54. The primary entrance to the development will be off Bethlehem Pike, across from Mattison Avenue. Ingress only access driveways will be located on Lindenwold Drive/Cedar Road and on Bethlehem Pike, across from Church Road, south of the main entrance to the development.

55. All interior roads and drives will be owned and maintained by the homeowner association(s), formed to include the single family residential units, and the owner/operator of the senior independent living campus.

56. The internal roads for the development comply with the requirements of Section 255-284.E.4-8.

57. There are no interconnecting roads or direct impacts to surrounding neighborhoods.

58. The applicant has agreed to prepare a post development traffic study and to install traffic signalization if warranted.

59. John H. Cluver, AIA, LEED AP, testified on behalf of the applicant and described the historical assets located at the site and measures taken by the applicant to maintain the historic viewshed of the castle from Bethlehem Pike, the planned restoration and/or rehabilitation of certain historic assets, and the mechanism to ensure perpetual maintenance of the historic assets. (Exhibits A-5, T-31-T-36, inclusive).

60. The architectural design, bulk, spacing, height, setbacks, building materials, and building articulation comply with the Declaration of Covenants and Restrictions dated November 21, 2014, specifically the “Architectural Design, Development and Building Standards and Guidelines for the Rehabilitation and Preservation of Historic Buildings, Structures and Features – St. Mary’s Villa Property,” found at attachments B, C and D.

61. The applicant has committed to implement the Historic Preservation Plan, as amended, and to provide financial assurance for the initial restoration and rehabilitation, and a funding mechanism for future maintenance.

V. CONCLUSIONS OF LAW

1. The conditional use application as presented by the applicant at the conditional use hearings, conforms to the application requirements of the mixed use residential-historic district, Township Code, Chapter 255, Article XXXVII.

2. The mixed use residential-historic development is compatible with existing and proposed land uses adjacent to the property.
3. The impact on existing floodplains, waterways, wetlands, steep slopes and other sensitive natural features has been minimized to the maximum extent possible.
4. The regional transportation system can efficiently and safely handle the traffic generated by the proposed development.
5. The proposed development will not have a significant impact on public utilities, including water, sewer and storm drainage.
6. The proposed development will not have an adverse impact on police and fire protection.
7. The property contains a significant number of historic buildings, structures, statuary and other elements of vintage character and age to warrant the grant of conditional use approval.
8. The proposed restoration and rehabilitation, and future maintenance, of the historic buildings, structures, statuary and other features will preserve the distinguishing qualities and the character of the historic resources and cultural landscape.
9. The dwelling site layout, design, and implementation of buffering, landscaping, lighting, internal circulation, access and traffic management, parking, fencing and other land development features will preserve the integrity of the historic resources.
10. The proposed development will not have a significant adverse impact upon the surrounding neighborhoods.
11. The applicant has established, by credible evidence, that the proposed uses of the property complies with the declaration of legislative intent, Section 255-281 .

12. The applicant has established, by credible evidence, that the proposed uses of the property complies with Sections 255-282 and 255-283.

13. The applicant has demonstrated, by credible evidence, that the site plan complies with Sections 255-284 and 255-285.

14. The applicant has established, by credible evidence, that the proposed uses of the property will preserve the environmental and physical assets of the neighborhood, including but not limited to, parking, traffic, movement, noise, landscaping buffering, stormwater and lighting.

15. The applicant has established, by credible evidence, that the proposed use will be properly serviced by all existing public service systems.

16. The applicant has established, by credible evidence, that the uses of the property will make accommodation for traffic generated by the proposed use.

17. The applicant has established, by credible evidence, that the proposed uses have been designed in accordance with the Township Code with regard to internal traffic circulation, parking, buffering, grading, stormwater management, erosion control and all other elements of proper land planning.

18. The mixed use residential historic development will not adversely affect the health, safety and welfare of the neighborhood and community.

VI. DECISION AND CONDITIONAL USE APPROVAL

And now this 9th day of May, 2017, upon consideration of the testimony, exhibits, plans and representations made at the conditional use hearing held February 21, 2017 and April 18, 2017, the application of Lindenwold Residential Associates, LLC for conditional use approval for a Mixed Use Residential--Historic District development at the property located at 701 South Bethlehem Pike, Upper Dublin Township, is GRANTED subject to the following conditions:

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

2. The applicant shall apply for and receive subdivision and/or land development approval for the development. Such plans shall conform to the plans upon which the conditional use has been granted, these conditions and the requirements of the Township Code, including Chapter 212, Subdivision and Land Development. This grant of conditional use shall expire one (1) year from the date of this decision unless a subdivision and/or land development application is filed with the Township in the interim.

3. The applicant shall submit with the subdivision and/or land development application a Phase I Environmental Site Assessment Update in compliance with the U.S Environmental Protection Agency's All Appropriate Inquiry regulations.

4. The applicant shall restore and/or rehabilitate, and maintain, the Historic Resources at the property consistent with the Historic Preservation Plan prepared by Voith & Mactavish Architects LLP, dated February 20, 2017 (Exhibit T-35), as amended.

5. The applicant shall amend the Historic Preservation Plan to conform to Voith & Mactavish Architects LLP's April 17, 2017 letter (responding to Philip E. Scott,, RA KSK's review letter dated April 12, 2017) (Exhibit T-36), subject to the approval of the Township and the Township Engineer. In addition, as part of the subdivision and/or land development application, the applicant shall submit a plan from a professional structural engineer for the restoration and maintenance of the perimeter wall along Bethlehem Pike and Lindenwold Terrace.

6. The applicant initially shall utilize the castle building as professional offices for the senior independent living campus, and as a sales center/gathering room for the townhome/carriage home community. As the homeowners association forms, and the dwelling units are occupied, a portion of the castle building shall be used as a meeting room for the use of the homeowners association, and a portion of the castle building shall be used by the senior independent living campus operator for administrative offices.

7. As part of the restoration and/or rehabilitation (as those terms are defined by the U.S. Department of Interior and National Park Service) of the interior spaces of the castle building, the applicant shall preserve the current configuration of the rooms of historic significance, identified in the Historic Resource Inventory and Historic Preservation Plan, to the maximum extent possible, in consultation with the Township.

8. The applicant shall provide reasonable provision for public access for visitation to the castle building at reasonable times, for a reasonable duration, and with reasonable advance notice. The details of this public visitation shall be proposed by the applicant as part of the subdivision and/or land development application.

9. The applicant shall enter into a Deed of Preservation Easement in a form substantially similar to that attached to Philip E. Scott's April 12, 2017 letter (Exhibit T-36), subject to the review and approval of the Township and the Township Solicitor. The detailed plans and specifications, describing the means, methods, techniques and materials for the restoration and/or rehabilitation of the historic assets identified in the Historic Preservation Plan (Exhibit T 32), as amended, consistent with this conditional use approval, shall be submitted with the subdivision and/or land development application.

10. The applicant shall enter into a Declaration of Reciprocal Easements and Restrictions, in a form substantially similar to the Declaration of Reciprocal Easements and Restrictions submitted with the conditional use application, to govern the legal rights and financial responsibilities of the owner(s) of the residential parcels and the owner of the senior independent living campus, including but not limited to the financial responsibility to construct and perpetually maintain the internal roads, stormwater management facilities, trails and sidewalks, the lake, adjacent wetlands and site landscaping, and the financial responsibility to restore and/or rehabilitate and perpetually maintain the historic resources consistent with the Historic Preservation Plan (Exhibit T-35), to the satisfaction of the Township and the Township Solicitor.

11. The estimated cost for the restoration and/or rehabilitation of the castle and other historic assets identified in the Historic Preservation Plan (Exhibit T-35), as amended, shall be supported by bids from reputable contractors, reviewed and approved by the Township Engineer, and shall be secured by a separate cash escrow, letter of credit, or performance bond in concert with execution of a Development Agreement, to be executed as a condition to recording of the final subdivision and/or land development plans.

12. As required by Section 255-286. E., funding for future maintenance of the castle and other historic assets shall be addressed to the reasonable satisfaction of the Township in the Declaration of Reciprocal Easements and Restrictions, or separate declaration or restrictive covenant, binding upon the homeowners association to be established in regard to the for sale townhomes and carriage homes, as well as to be executed by the owner of the senior independent living campus, specifically establishing the ongoing obligations of said parties and the rights of

the Township to enforce the appropriate funding and maintenance as to the castle and other historic assets.

13. The applicant shall assist the Township, prior to the recording of final subdivision/sand development plans, to secure the services of the Preservation Alliance or other suitable charitable organization experienced in matters of oversight for the preservation of historic buildings and other historic assets, and shall provide a fund to the Township or its designee to oversee compliance with the Historic Preservation Easement.

14. The Declaration of Reciprocal Easements and Restrictions and the Deed of Preservation Easement shall each be recorded contemporaneously with the recording of final subdivision and/or land development plans.

15. The applicant shall ensure that the proposed retaining wall that supports the emergency drive at the senior independent living campus is not located in the 100-year floodplain and is otherwise in full compliance with the Township Code, Chapter 255, Article XXII. The applicant shall make best efforts to reduce the height of the wall or redesign the emergency access to the senior independent living campus as part of the submission of a subdivision and/or land development plan, to the satisfaction of the Township Engineer.

16. The applicant shall preserve Loch Linden Lake, consistent with the Skelly and Loy plan titled "St. Mary's Villa Stream Restoration, Restoration Large-Scale Plan," Drawing R-401, dated April 13, 2016, last revised 4/5/2017 (Exhibit T-41), ("Lake Restoration Plan"), subject to the approval of the Township and the Township Engineer. The applicant shall make best efforts to revise the Lake Restoration Plan to provide a supplemental source of water, in addition to the ten (10) acre drainage area, from groundwater, site generated stormwater, or the

Loch Alsh Reservoir, to maintain the water levels shown on the Lake Restoration Plan. Final design of the stream, wetlands, and lake shall be subject to the review and approval of the Township, the U.S. Army Corps of Engineers, and the Pennsylvania Department of Environmental Protection.

17. All residential building components, including but not limited to windows, roof materials, stone/masonry, siding materials, foundation plantings, columns and lighting, shall be substantially consistent with the December 9, 2016 Planning Report prepared by KSK Architects Planners Historians, Inc. (Exhibit T-17), the January 10, 2017 memorandum from The Goldenberg Group (Exhibit 15), and the Architectural Renderings submitted as part of the conditional use application (Exhibits T-21 and T-22), the “St. Mary’s Villa Model A Front Elevation” and “St. Mary’s Villa Model A Street View,” prepared by Mark Stanish Architects, dated 11/29/2016, and the “Option A” Architectural Renderings for the carriage homes and townhomes prepared by Michael H. Visich Architects Planners (undated). Reasonable modifications to address architectural and landscaping refinements shall be permitted.

18. The U.S. Secretary of Interior and National Park Service standards for restoration and rehabilitation of the historic structures, as amended, shall be used as the guideline in carrying out the restoration and/or rehabilitation of the gazebo, castle, and two gatehouses. Any additions and/or expansions to the castle and/or gatehouses shall be sited to the rear of the building being restored or rehabilitated.

19. Applicant shall apply to the Pennsylvania Department of Transportation for a highway occupancy permit for the proposed development, incorporating the traffic improvements identified in the Transportation Impact Study and the February 16, 2017

McMahon Transportation Engineers & Planners letter to Jack Smyth, Jr., P.E., Boles, Smyth Associates, Inc.

20. Applicant shall prepare a post development traffic study after construction of the development and at least 90% occupancy at the development. If adequate justification exists to install a traffic signal at the intersection of Bethlehem Pike and Mattison Avenue and/or at the intersection of Bethlehem Pike and Lindenwold Terrace, and the Pennsylvania Department of Transportation approves the design, the applicant shall install approved period style traffic signals(s) at its sole cost and expense. (Exhibit T-5).

21. Applicant shall provide unrestricted pedestrian access to the general public from Loch Alsh Avenue through the development to Lindenwold Terrace/Cedar Road and to Bethlehem Pike.

22. Sidewalk shall be constructed along the site side of Bethlehem Pike, on the Bethlehem Pike side of the existing perimeter wall, subject to review and approval of the Township Engineer and the Pennsylvania Department of Transportation.

23. The internal roads, sidewalks and trails of the development shall be open to the public. The sidewalks leading to the primary entrance to the development, and continuing north along the internal drive closest to Bethlehem Pike, shall continue north through the existing wrought iron gate to the intersection of Bethlehem Pike and Lindenwold Terrace. A trail from the Lindenwold Terrace/Cedar Road entrance to the development, extending through the open space at the rear of the development along Loch Linden Lake over to Loch Alsh Avenue shall be designed and submitted to the Township with the subdivision and/or land development application.

24. The internal roads and drives, sidewalks and trails, stormwater management facilities, including infiltration basins and rain gardens, and Loch Linden Lake and its associated wetlands, shall be owned and maintained by the homeowners association(s) and the senior independent living campus operator pursuant to the terms and conditions of the Declaration of Reciprocal Easements and Restrictions and/or other declaration or form of restrictive covenant.

25. Trash and recycling services, and snow and ice removal, shall be the responsibility of the homeowners association(s) and the senior independent living campus operator. The Declaration of Reciprocal Easements and Restrictions and the declaration establishing the homeowners association(s) shall contain a provision stating that any petition to the Township to provide these services or to accept dedication of the internal roads, sidewalks, trails and/or stormwater management facilities at a future date shall require a one hundred percent (100%) vote of the owners of the dwelling units and their mortgage holders.

26. The applicant shall pay to the Township an open space fee in the amount of \$1,500 for each of the 354 proposed dwelling units, for a total open space fee of Five Hundred Thirty One Thousand Dollars and No Cents (\$531,000.00), in compliance with Township Code, Chapter 110-13(d). The fees shall be paid at the time the applicant applies for a building permit for a dwelling unit.

27. No fencing or accessory structure, in the nature of a deck, patio, porch, Jacuzzi/spa, sitting wall or fence, may encroach greater than 20 feet from a dwelling unit into any required perimeter setback from either Bethlehem Pike or Lindenwold Terrace/Cedar Road. No shed of any nature may be placed within that 20 foot setback encroachment. No fence placed within the 20 foot setback encroachment, which is parallel to the rear of a dwelling unit, shall

exceed the height of 48 inches, nor may any such fence extending out from and as a divider between units exceed six feet in height.

28. The senior independent living campus dwelling units shall be private and occupied by residents that are 55 years of age or over, with accessory uses and supportive social residential services including dining, housekeeping, medical and support services, security and 24-hour monitoring, an emergency call system, as well as recreational facilities which may include amenities such as a fitness center, wellness promotion, exercise programs, educational and special events, laundry services and social and recreational programs, together with accessory uses appropriate for allowing independent older adults to age in place.

29. Each dwelling unit of the senior independent living campus shall contain a fully private bathroom (including toilet, bathtub and/or shower and vanity/sink), personal closet space, emergency call systems, lockable entry doors accessible by master key or similar system available at all times in the senior independent living campus residences and for designated staff, and pre-wiring for private telephone, internet and television reception.

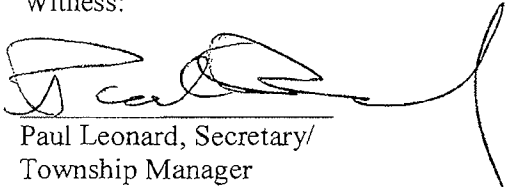
30. No less than 80 square feet of floor area per dwelling unit on the senior independent living campus shall be provided for community common areas for dining, active and passive recreation, circulation, and socialization, exclusive of hallways and passageways and inclusive of common areas designated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

31. A dining area or areas shall be provided in the senior independent living campus, together with a private dining room available for the use by residents and their families and guests for private entertaining.

32. The applicant shall propose with the submission of a subdivision and/or land development plan application a shuttle transportation service plan for residents of the senior independent living campus.

If you or anyone else present at the hearing(s) and entering their appearance, disagree with this Findings of Fact, Conclusions of Law and Decision in any way, there is a strict time limit of THIRTY (30) days from the date of the MAILING of this Findings of Fact, Conclusions of Law and Decision within which to take an appeal of this Findings of Fact, Conclusions of Law and Decision to the Court of Common Pleas of Montgomery County, Pennsylvania.


Witness:


Paul Leonard, Secretary/
Township Manager

Ira S. Tackel, President

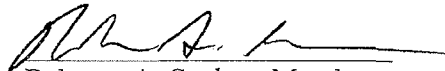


Ronald P. Feldman, Vice-President

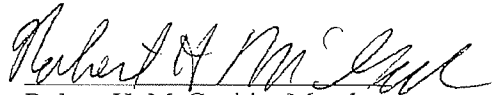


Sharon L. Damsker, Member

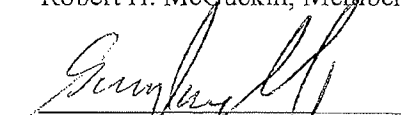
Liz Ferry, Member



Rebecca A. Gushue, Member



Robert H. McGuckin, Member



Gary V. Scarpello, Member

EXHIBIT D

**DECLARATION OF RECIPROCAL
EASEMENTS AND RESTRICTIONS**

PREPARED BY

Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422-0765
Attn: Simi Kaplin Baer, Esquire
(610) 941-2657

RETURN TO:

Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422-0765
Attn: Simi Kaplin Baer, Esquire
(610) 941-2657

Tax Parcel Identification. Nos.: 54-00-02290-005; 54-00-06163-002 [NOTE: To be revised as there will be five separate tax parcels]

DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS (the “**Declaration**”) is made this ____ day of _____, 2018, by and between **LINDENWOLD RESIDENTIAL ASSOCIATES, LLC**, a Pennsylvania limited liability company (“**LRA**”), **DUBLIN VILLA DEVELOPMENT, LLC**, a Pennsylvania limited liability company (“**DVD**”), and **SBLP UPPER DUBLIN, LLC**, a Delaware limited liability company (“**SB**”). DVD, LRA, and SB and their successors and assigns may be referred to herein each as an “**Owner**” and collectively as the “**Owners**”.

RECITALS

A. Sisters of the Holy Family of Nazareth U.S.A., Inc. (“**Sisters**”) was the former owner of certain property located in Upper Dublin Township (“**Township**”), Montgomery County, Pennsylvania, tax parcel numbers 54-00-02290-005 and 54-00-06163-002, each of which is more fully described on **Exhibit “A”** attached hereto and made a part hereof (“**Overall Property**”).

B. LRA is the “master developer” of the Overall Property, has designated the right to manage the common site work for the Overall Property to SB, which common site work shall be performed by DVD as described in this Declaration.

C. The Overall Property has been subdivided into five (5) parcels each labeled on the parcel plan recorded in the Office for the Recorder of Deeds for Montgomery County at Book ____ Page ____ and attached hereto and made a part hereof as **Exhibit “B” (“Plan”)**: the Castle Parcel (**“Castle Parcel”**); the Senior Living Parcel (**“SL Parcel”**), the Residential Parcel (**“Residential Parcel”**), Gate House Parcel #1 (**“GH Parcel 1”**), and Gate House Parcel #2 (**“GH Parcel 2”**). The Castle Parcel, SL Parcel, Residential Parcel, GH Parcel 1 and GH Parcel 2 shall each be referred to herein as a **“Parcel”** and collectively as the **“Parcels.”**

D. Immediately prior to the recording of this Declaration, (i) LRA took title to the GH Parcel 1, GH Parcel 2, and Castle Parcel from the Sisters pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County at Book ____ Page ____, (ii) SB took title to the SL Parcel pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County at Book ____ Page ____ and (iii) DVD took title to the Residential Parcel pursuant to a Deed, recorded in the Office for the Recorder of Deeds for Montgomery County at Book ____ Page ____ (collectively the **“Deeds”**). LRA, DVD and SB hereby agree to be bound and subject to all of the easements, covenants and restrictions set forth in this Declaration as if the Declaration were recorded prior to the recording of the Deeds.

E. SB intends to construct a senior living facility on the SL Parcel (**“Senior Living Campus”**). LRA intends to re-develop GH Parcel 1 and GH Parcel 2 each as a single family detached residential dwelling and retain the Castle Parcel as a historical feature consistent with the uses and current zoning. LRA may convey each of GH Parcel 1 and GH Parcel 2 to separate parties. DVD intends to construct single family, semi-attached residential units (each a **“Unit”** and collectively **“Units”**) on the Residential Parcel. The development of the Units on the Residential Parcel shall be referred to herein as the **“Residential Project.”** The **“Project”** shall be defined as the Parcels together with the improvements to be constructed thereon in accordance with the Land Development Plans (as defined below), the roads, the storm water facilities and utility facilities serving the Parcels.

F. All of the development and construction on the Parcels shall be completed as shown on the Final Land Development Plans for the subdivision “Mattison Estate” prepared by Bohler Engineering, Inc. dated April 28, 2016, last revised _____, 2018 (“**Land Development Plans**”). DVD shall perform the common site work for the Overall Property pursuant to, and as described in, that certain Post-Closing Development Agreement dated of substantially even date herewith between SB, LRA and DVD (the “**PCDA**”) which provides for a description of the Improvement Work (as defined in Section II.A), the allocation of costs between the parties thereto with respect to the Improvement Work, the security for the performance of, and payment for, the Improvement Work, and the coordination of the development of the Project among the various Owners.

G. The Land Development Plans require certain easements over the Parcels for the purpose of installing and/or connecting to already existing gas, electric, water, sewer, telephone cable and related services (the “**Utilities**”) and constructing and using the entrance road shown on the Land Development Plans on the Residential Parcel (“**Entrance Road**”).

H. The Land Development Plans also require that Owners install stormwater pipes, manholes and related facilities, including detention basins, as shown on the Land Development Plans (as the same maybe hereinafter modified or replaced, the “**Stormwater Facilities**”) on the Parcels so that the stormwater runoff from the Project can drain into and through the Stormwater Facilities to be constructed (the “**Stormwater Management**”). The Units, Senior Living Campus, Stormwater Facilities, Utilities, Entrance Road and other Improvement Work (it being acknowledged and agreed that the Improvement Work includes, but is not limited to, the Entrance Road. The Stormwater Facilities and certain aspects of the Utilities), shall be referred to hereinafter as the “**Improvements**”.

I. The approval of the Township to construct the Project in accordance with the Land Development Plans requires that the Owners agree to maintain the historical resources described herein (all of which are located on the Castle Parcel, Residential Parcel, GH Parcel 1 and GH Parcel 2), as well as set forth in those certain two Deeds of Preservation Easement, one entered into by DVD with respect to the Residential Parcel, and one entered into by LRA with respect to the Castle Parcel providing, for the restoration and maintenance, in perpetuity, of the historic resources on the Residential Parcel and the Castle Parcel, respectively (collectively, the “**Primary**”).

Declaration”). The Primary Declaration is attached hereto and made a part hereof as **Exhibit “C-1”** (with respect to the Castle Parcel) and **Exhibit “C-2”** (with respect to the Residential Parcel). The preservation of the historic resources on GH Parcel 1 and GH Parcel 2 is provided for separately in the Gatehouse Easement (as defined in Section VI.B.1). There will be a separate Gatehouse Easement for each of GH Parcel 1 and GH Parcel 2. The Township, as more fully described in Article VI hereof, has delegated jurisdiction to assure the proper maintenance of the historical resources described herein to The Preservation Alliance for Greater Philadelphia (“**Alliance**”) but may, in the future, upon written approval of the Owners, delegate such jurisdiction to another qualified historic organization, in lieu of the Alliance, upon which, references to the Alliance herein shall refer to such alternative organization.

J. By that certain Declaration of Easements, Restrictions and Covenants dated November 21, 2014 and recorded in the Office of the Recorder of Deeds for Montgomery County on December 2, 2014 in Deed Book 5936, Page 1827 et seq. (the “**2014 Declaration**”), Sisters subjected the Overall Property and the present and future owners thereof and any homeowners association or condominium association formed by one or more of them to certain obligations, including the obligation to preserve and maintain in perpetuity the historic resources on the Overall Property as set forth in the 2014 Declaration. This Declaration, together with the Primary Declaration and the Gatehouse Easement supersedes the 2014 Declaration. Upon the recording of this Declaration, the Primary Declaration and the Gatehouse Easement, the 2014 Declaration shall be null and void.

K. Upon the application for conditional use by LRA, the Board of Commissioners of the Township granted conditional use for the development of the Overall Property, attached hereto as **Exhibit “D”** (the “**Conditional Use Decision**”). The parties concur that this Declaration is in furtherance of that approval and is intended to be in conformance to and in satisfaction of the conditions set forth in the Conditional Use Decision.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, LRA, DVD and SB hereby covenant and declare, for themselves and their successors, assigns and successors in title to the Parcels, as follows: (i) each Parcel shall be and is hereby declared to be subject to the easements, covenants and restrictions more particularly set forth in this Declaration for the benefit of the other Parcels; and (ii) the Parcels shall be and are hereby declared to be subject to the restrictive covenants more particularly set forth in this Declaration. Each Parcel shall hereafter be held, transferred, sold, conveyed, used, rented, enjoyed, occupied, mortgaged or otherwise encumbered or disposed of subject to the covenants, easements, rights and restrictions set forth in this Declaration.

I. GRANT OF EASEMENTS

A. Access Easement

1. DVD hereby grants to and conveys to LRA and SB and their successors and assigns, invitees, licensees and agents for the benefit of the SL Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel, a perpetual, non-exclusive easement over the area depicted on the Land Development Plans as the “Entrance Road,” as well as any additional area designated as “Utility Facilities,” which area is more fully described on **Exhibit “E”** attached hereto and made a part hereof (“**Entrance Road Easement Area**”) for pedestrian and vehicular access to provide ingress and egress from Bethlehem Pike and to provide Utility Facilities (as defined in Section I.B below) to the SL Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel (“**Entrance Road Easement**”). In addition, each Owner hereby grants to and conveys to each other Owner and their successors and assigns, a perpetual, non-exclusive easement over the internal access roads at the Overall Property for pedestrian and vehicular access to provide ingress and egress from Bethlehem Pike throughout the Overall Property.

2. DVD, LRA and SB shall use commercially reasonable efforts to ensure that the access, ingress and egress of pedestrian and vehicular traffic to and from Bethlehem Pike is not unreasonably interfered with or unreasonably restricted. Neither DVD, LRA nor SB shall, at any time hereafter, build, install, construct, plant, locate or relocate any temporary or permanent buildings, structures or landscaping that would in any way materially

interfere with the Entrance Road Easement. Any damage caused by a parties' construction activities shall be promptly repaired by said party, at its sole cost and expense, to the commercially reasonable satisfaction of the affected Owner. DVD, LRA, and SB shall cooperate in good faith to determine the cause and extent of any such damage.

B. **Utility Easement.** DVD hereby grants and conveys to LRA and SB, and their successors and assigns, for the benefit of the SL Parcel, GH Parcel 1, GH Parcel 2, and the Castle Parcel a perpetual, non-exclusive easement over the Entrance Road Easement Area to construct, install, connect, operate, maintain and from time-to-time, reconstruct and repair underground fiber optics, pipes, cables and wires and sanitary sewer pipes (“**Utility Facilities**”) necessary to bring utilities to the SL Parcel, GH Parcel 1, GH Parcel 2 and the Castle Parcel, together with the right to obtain service using the Utility Facilities. DVD shall not construct anything within the Entrance Road Easement Area which would interfere with the rights of LRA or SB under this paragraph. DVD shall have the right to grant to third parties additional and similar easements which are deemed reasonable by DVD in connection with the supply of utility services to the Overall Property and the Improvements constructed thereon or any part thereof so long as any such easement does not interfere with the rights of LRA and SB as contemplated in this paragraph. DVD shall not commence any construction or disturb the Entrance Road Easement Area without the prior written consent of SB and LRA, which consent shall not be unreasonably withheld, delayed or conditioned. Upon the installation of the Utility Facilities or any repair or maintenance performed thereto, DVD shall restore the Entrance Road Easement Area to substantially the same condition that existed prior to any work or other activity conducted by DVD in the Entrance Road Easement Area. In no event shall DVD permit any Utility Facilities installed for the benefit of the SL Parcel, GH Parcel 1, GH Parcel 2 and/or the Castle Parcel to be relocated without the prior written consent of LRA or SB, as applicable, which consent shall not be unreasonably withheld, delayed or conditioned.

C. **Stormwater Easement.** The Land Development Plans depict the construction of the Stormwater Facilities on, over and under areas depicted on the Land Development Plans as the Proposed Storm Sewer Easement. SB, as the Owner of the SL Parcel, hereby irrevocably grants and conveys to the Owners of the Residential Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel, and their respective successors and assigns, for each

of their benefit, a perpetual, nonexclusive right and easement to direct storm water runoff from the Residential Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel through the Stormwater Facilities located on the SL Parcel in accordance with the Land Development Plans. DVD, as the Owner of the Residential Parcel, hereby irrevocably grants and conveys to the Owners of the SL Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel and their respective successors and assigns, for each of their respective benefit a perpetual, nonexclusive right and easement to direct storm water runoff from SL Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel through the Stormwater Facilities located on the Residential Parcel in accordance with the Land Development Plans. LRA, as the Owner of the Castle Parcel, GH Parcel 1, and GH Parcel 2, hereby irrevocably grants and conveys to the Owners of the Residential Parcel and the SL Parcel, and their respective successors and assigns, for each of their respective benefit, a perpetual, non-exclusive right and easement to direct stormwater runoff from the Residential Parcel and the SL Parcel through the Stormwater Facilities located on the Castle Parcel, GH Parcel 1 and GH Parcel 2 in accordance with the Land Development Plan. No Owner shall construct, place or allow to be constructed or placed on the Stormwater Facilities any object, structure or landscaping which may materially impair the use of or access to the Stormwater Facilities or increase the cost to repair, maintain or replace any Stormwater Facilities. Notwithstanding the foregoing, the Owner of a Parcel shall continue to have the right to utilize the surface of the area in which a Stormwater Facility is located for any purpose which would not (i) materially interfere with the other Owners' use of the easements described in this Section I.C, or (ii) increase the cost to repair, maintain or replace any of the Stormwater Facilities. It is anticipated that maintenance of the Stormwater Facilities shall be governed by an Operations and Maintenance Agreement required by the Township ("**O & M Agreement**"), which will be entered into by DVD. DVD will select a contractor who will maintain, repair and replace the Stormwater Facilities in accordance with the standards set forth in the O & M Agreement, and the Owner of the Residential Parcel and the Owner of the SL Parcel shall share the costs associated therewith forty-six percent (46%) by SB and fifty-four percent (54%) by DVD and may be referred to herein as each such entity's "**Pro Rata Share.**" Any such costs shall be paid by the Owners within thirty (30) days after receipt of an invoice for the same. Notwithstanding anything to the contrary contained herein, in no event shall any Owner be responsible to pay the cost of any repair, maintenance or replacement of any Stormwater

Facilities arising out of the negligent acts or omissions of any other Owner or its employees, agents or contractors, for which such negligent Owner shall be obligated to immediately repair the same.

D. **Sign Easement.** DVD hereby grants to and conveys to LRA and SB and their successors and assigns, for the benefit of the SL Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel, a perpetual, non-exclusive easement over the Entrance Road Easement Area in connection with the monument identification sign to be placed within the Entrance Road Easement Area, in accordance with the Land Development Plans, as well as to place directional signage at locations on the Residential Parcel (collectively, the “**ID Signage Area**”). All such signs shall be subject to DVD’s reasonable approval and in conformity with applicable governmental regulations.

E. **Easements for Inspection and Maintenance.** Owners, for themselves and their successors and assigns, hereby grant and convey to each other, the Township and any public utility, its successors, assigns and designees a perpetual, non-exclusive right and easement to enter upon the Parcels to (i) access the fire lanes located on the Parcels, as shown on the Land Development Plans, (ii) access and inspect the Stormwater Facilities located on the Parcels, (iii) access, inspect, maintain, repair and replace the sanitary sewer facilities located on the Parcels, (iv) access and inspect the historic resources located on the Parcels (which inspection right shall be effectuated through the Alliance pursuant to the Primary Declaration), and (v) access the Parcels for any other municipal purpose whatsoever.

F. **Temporary Easement Improvement Work.** SB and LRA, for themselves and their successors and assigns, hereby grant and convey to DVD, its successors, assigns and designees, a temporary, non-exclusive right and easement to enter upon the SL Parcel, GH Parcel 1, GH Parcel 2 and Castle Parcel to construct and complete the Improvement Work.

II. CONSTRUCTION

A. Improvement Work.

1. General. DVD shall undertake, or cause to be undertaken, the performance of the site work that is for the benefit of the Overall Property as detailed at Exhibit "F" attached hereto and made a part hereof (the "Improvement Work"), subject to payment or reimbursement of the costs incurred by DVD as provided in this Section II.A and the PCDA. The Improvement Work includes, but is not limited to, certain "St. Mary's Lake" work and historic resources restoration work, each as described in Section II.A.2 and 3, respectively, below.

2. St. Mary's Lake. DVD will select a contractor which will repair, replace and maintain "St. Mary's Lake" as shown on Exhibit "B" attached hereto ("St. Mary's Lake") in a commercially reasonable manner. All "St. Mary's Lake" work constituting a portion of the Improvement Work shall be paid for by DVD and SB in accordance with their Pro Rata Shares and in the manner described in Section II.A.1 above. The Owner of the Residential Parcel and the Owner of the SL Parcel shall share all other costs associated with the maintenance of "St. Mary's Lake" in accordance with their respective Pro Rata Shares. Any such costs described in the immediately preceding sentence shall be paid by such Owners within thirty (30) days after receipt of an invoice for the same. Notwithstanding anything to the contrary contained herein, in no event shall any Owner be responsible to pay the cost of any repair, maintenance or replacement of St. Mary's Lake arising out of the negligent acts or omissions of any other Owner or its employees, agents or contractors, for which such negligent Owner shall be obligated to immediately repair the same.

3. Historic Resources Restoration Work. The obligations described in Section VI.C.1 and 2 constitute a portion of the Improvement Work. The foregoing obligations shall be performed by DVD pursuant to the PCDA. The cost of performing such work shall be allocated to DVD and SB in accordance with their respective Pro Rata Shares, financial security for the performance of such work shall constitute a part of the financial security for the Improvement Work, and in the event of a default in the performance of such work by DVD, SB shall have the right, but not the obligation, to perform such work in the same manner as any other Improvement Work (including using its own and DVD's financial security to perform such work).

B. **Applicable Laws; Safety.** All activities conducted by Owners in accordance with this Article II shall be conducted in a good and workmanlike manner in accordance with all applicable laws, regulations, ordinances and orders of any governmental authority having authority over any portion of the Overall Property; provided that the law, regulation, ordinance or order shall only be deemed to be applicable with respect to the portion of the Overall Property over which the governmental authority has authority (“**Applicable Laws**”). Without limiting the foregoing, each Owner agrees to strictly comply with all safety programs required by any governmental agency having jurisdiction over the Overall Property, including, but not limited to, the Occupational and Safety Health Administration of the United States and the requirements of the Commonwealth of Pennsylvania.

C. **Insurance.** At all times during the construction of any Improvements (including the performance of the Improvement Work) or performance of any repairs, maintenance or replacements in any of the easement areas described in this Declaration, the Owner performing any such construction, repair, maintenance, or replacements shall carry commercial general liability insurance with a combined single limit for personal injury, loss of life and property damage of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, on a per project basis, and with umbrella coverage of at least \$5,000,000.00. The applicable Owner shall also cause any contractor and/or subcontractor performing work on behalf of such Owner to carry the insurance required by this paragraph. All such insurance shall name any Owners whose Parcels are affected by the construction, repairs, maintenance or replacements and their respective mortgagee(s) as additional insureds. Evidence of any such insurance shall be delivered upon request.

III. **MAINTENANCE AND REPAIR**

A. **Common Maintenance Area.** DVD shall be responsible for maintaining the items below and SB shall be responsible for its Pro Rata Share of the costs in connection with the maintenance performed in the areas (the “**Common Maintenance Area**”) listed below (the “**Common Area Maintenance Shared Costs**”), which shall include electricity costs and the cost of any property insurance procured by DVD with respect to such area. For the avoidance of doubt, the maintenance and other responsibilities of DVD pursuant to this Section III.A and **Exhibit “H”** may be performed

by the Association (as described in Section VII.B.2 below) as DVD's successor under this Declaration. The Common Area Maintenance Shared Costs shall not include: (i) overhead costs; (ii) any cost not considered a normal maintenance or operating expense in accordance with generally accepted accounting principles; and (iii) any expenses associated with any special requirements of a particular Owner or its permittees, in connection with the maintenance of the areas below.

(a) **ID Signage Area.** DVD shall maintain the ID Signage Area.

(b) **Entrance Road.** DVD shall maintain the Entrance Road Easement Area.

(c) **Historic Resources.** DVD shall maintain the historic resources located on the Residential Parcel in accordance with the terms of the Primary Declaration.

B. **DVD's Maintenance Responsibilities.** DVD's maintenance responsibilities will be effectuated, accounted for, and paid for by DVD and SB in accordance with the terms and conditions set forth in **Exhibit "G"**.

IV. **USE RESTRICTIONS.** The Overall Property shall be subject to use restrictions as set forth on **Exhibit "H"**.

V. **ARCHITECTURAL.**

A. **Design and Control.** Owners acknowledge and agree that the success of the Project shall require a harmonious conceptual site plan for the entire Project with complementary uses, design and architecture among the Parcels. In furtherance of the foregoing, before commencing the initial construction, the parties shall comply with the architectural design and control set forth on **Exhibit "I-1"**. This provision will no longer be applicable to the SL Parcel once the Senior Living Campus is constructed or to the Residential Parcel once the Units are constructed.

B. **Restrictions.** The architectural restrictions set forth on **Exhibit “I-2”** shall apply to the Project. To the extent that an Owner obtains the approval of KSK Architects Planners Historians, Inc., or its successor as historical architect, of the plans and specifications for a project on a Parcel, the Architectural Restrictions shall be deemed satisfied with respect to such project so long as it is constructed in accordance with such plans and specifications in all material respects.

VI. **HISTORIC RESOURCES COVENANTS AND RESTRICTIONS**

A. **Historic Resources Restrictions.** Located on the Residential Parcel, Castle Parcel, GH Parcel 1 and GH Parcel 2 are certain items and structures which the Township has determined to be of historical significance. The Owners have agreed to operate the Overall Property in accordance with the following covenants and restrictions and in accordance with the Primary Declaration.

B. **Obligations Related to GH Parcel 1, GH Parcel 2 and Castle Parcel.**

The following obligations shall be the sole legal and financial responsibility of LRA:

1. Certain restrictions and requirements related to the Gatehouse at Lindenwold Terrace, located on GH Parcel 2, will be described in a separate easement between LRA and the Alliance (together with the separate gatehouse easement for GH Parcel 1, the “**Gatehouse Easement**”). No other party to this Declaration shall bear any legal or financial responsibility related to the Gatehouse at Lindenwold Terrace and/or GH Parcel 2.

2. Certain restrictions and requirements related to the Gatehouse at Bethlehem Pike, located on GH Parcel 1, will be described in the Gatehouse Easement for GH Parcel 1. No other party to this Declaration shall bear any legal or financial responsibility related to the Gatehouse at Bethlehem Pike and/or GH Parcel 1.

3. Certain obligations related to the Castle Parcel are set forth in the Primary Declaration. No party will obstruct the axial view to the Castle Parcel from Bethlehem Pike. If any Owner(s) wishes to alter this axial view, such alteration will be reviewed by and be subject to the approval of the Township (which may delegate such approval rights to the Alliance).

4. In order to secure LRA's responsibility to maintain the Castle in accordance with the Primary Declaration, LRA has posted with the Alliance, a cash escrow in the amount of [Five Hundred Thousand Dollars (\$500,000.00)] ("**Escrow**"). The Escrow shall be placed in an interest bearing account and all interest earned shall be included in the Escrow. In the event that LRA, its successor or assigns, defaults under Section VII.A of this Declaration, then, in addition to the rights and remedies provided therein, the Alliance, its successors and assigns, shall have the right to draw upon the Escrow for the purpose of maintaining the Castle in accordance with the Primary Declaration.

C. **Pro Rata Share Obligations**. The following obligations shall be the physical responsibility of DVD, however the costs associated therewith shall be shared by SB in accordance with each parties' Pro Rata Share:

1. Remove the Sunken Garden and construct as shown on the Land Development Plans;

2. Construct the improvements set forth on that certain Dam Safety and Waterway Management Plan/Permit attached hereto and made a part hereof as **Exhibit "J"**; and

3. Comply with the obligations set forth in the Primary Declaration, other than any obligation related to the Castle Parcel, GH Parcel 1 and GH Parcel 2.

The affirmative obligations set forth in this Section IV.C shall be satisfied to the reasonable satisfaction of the Alliance prior to the issuance of any certificates of occupancy for the SL Parcel or the Residential Parcel.

D. **Voluntary Transfer**. The Alliance and any succeeding assignee of the Alliance's interest herein shall have the right to assign either wholly or partially its right, title and interest hereunder to any public agency having and performing governmental functions or to any publicly supported charitable organization described in Section 170(h)(3) and Section 2522(a) of the Internal Revenue Code.

E. **Involuntary Transfer.** In the event the Alliance shall cease to be an organization described in both Section 170(h)(3) and Section 2522(a) of the Internal Revenue Code, then its rights and duties hereunder shall be awarded under the doctrine of *cy pres* by a Court of competent jurisdiction; provided however that at the time of such acceptance, such entity shall be either an organization described in Section 170(h)(3) and Section 2522(a) of the Internal Revenue Code or a public agency performing governmental functions.

VII. **REMEDIES**

A. **Historic Preservation Defaults.**

1. **Right of Specific Enforcement or Injunction.** If the covenants set forth in Section VI. A, B or C above are violated, each Owner of a Parcel and/or Alliance or the Township (each, a “**Governing Authority**”) shall be entitled to obtain an order from a court of competent jurisdiction specifically enforcing such covenants or an injunction prohibiting any such breach of such covenants in accordance with this Section VII.A.

2. **Notice; Cure Period.** The Governing Authority shall notify the Owner accused of the violation (“**Applicable Owner**”) of the violation and the corrective action required to be performed by Applicable Owner, at Applicable Owner’s sole cost and expense, to cure the violation and/or to restore the portion of the Property harmed or altered as a result of the violation. Applicable Owner shall have (30) days from notice to begin the cure. The cure period shall be sixty (60) days from the date of said notice, subject to extension for such reasonable period of time as may be necessary to cure, if Applicable Owner has commenced to cure within the initial 60-day period and continue thereafter to use best efforts and due diligence to effect a cure. No notice or cure period is required if, in the opinion of Alliance, circumstances require immediate action to prevent or mitigate significant damage to any feature of the Property, the preservation or conservation of which is identified herein. By way of example, for any violation of Section VI.C, DVD or the Association created for the Residential Project shall be the Applicable Owner to be notified by the Governing Authority. Notwithstanding the foregoing, SB shall be responsible for its Pro Rata Share of the costs for such cure.

3. Remedies. Upon the expiration of such cure period (if any) as is provided in the preceding subsection, the Governing Authority or Non-profit Land Conservation or Historic Preservation Organization so designated in writing by the Alliance may do any one or more of the following:

(a) Seek injunctive or other relief to specifically enforce the terms and conditions of this Declaration and/or the Primary Declaration; to restrain present or future acts in violation of this Declaration and/or the Primary Declaration against Applicable Owner; and to compel the performance by the Applicable Owner of such acts as may be required to protect, preserve and restore the Property in conformity with this Declaration and the Primary Declaration; and

(b) Recover all reasonable and actual costs and expenses incurred by the Governing Authority against Applicable Owner in connection with any corrective action undertaken by said Governing Authority including reasonable attorneys' fees, court costs and the fees of consultants and other professionals engaged by said Governing Authority in connection with the violation.

(c) Additionally, the Alliance, its successors and assigns shall be permitted to draw down upon the Escrow to maintain the Castle in accordance with the Primary Declaration.

4. Cumulative Remedies. The Governing Authority's remedies described in this Section VII.A shall be cumulative and concurrent and shall be in addition to all remedies now or hereafter existing at law or in equity. The Township shall have the right, but not the obligation, to exercise any of the remedies provided for herein.

B. Other Defaults; Homeowner's Association as Successor to DVD.

1. Cure Rights of Owners not Related to Historic Preservation. If any Owner shall not keep or perform any of the respective terms, covenants or conditions imposed upon it pursuant to the terms hereof, including, without limitation, any performance and payment obligations arising hereunder, and such default shall continue for a period of (i) fifteen (15) days for monetary obligations or (ii) thirty (30) days for non-monetary obligations, in each case after

written notice thereof, or if such Owner fails to commence its curative efforts promptly after the service of such notice with respect to any non-monetary obligation or thereafter to proceed with all due diligence to cure the same in the case of a non-monetary default which cannot with due diligence be cured within a period of thirty (30) days (it being intended that in connection with the default not susceptible to being cured with due diligence within thirty (30) days, the time for such defaulting party to cure the same shall be extended for such period as may be necessary to complete the same in good faith with due diligence, provided that the cure of such default is promptly commenced and diligently pursued and completed within ninety (90) days from the date of written notice), or (iii) in the case of an emergency or hazardous condition, such Owner fails to proceed immediately to cure the same after service of such notice as is reasonable under the circumstances, then in any of such events, in addition to any other remedies which any Owner or the Township may have at law or in equity as otherwise provided in this Declaration, any non-defaulting Owner or the Township, may, but shall not be obligated to, enter upon the Parcel of such defaulting Owner, if necessary, to cure or prosecute the curing of such default at the reasonable expense of the defaulting Owner, and the actual and reasonable out-of-pocket expense of such cure and prosecution shall be paid by such defaulting Owner to the Township or such non-defaulting Owner, as applicable, within ten (10) days after written demand thereof. Township shall be entitled to offset the actual, out of pocket expenses of such cure and prosecution if the payment of any sums payable hereunder is due by Township to the defaulting Owner. Any notice sent pursuant to this Section shall be sent to the defaulting Owner and to any mortgagee of the defaulting Owner which has previously requested to the other Owners and/or the Township (as applicable), in writing, that any such notices also be delivered to such mortgagee. Any sums not paid within said time period shall bear interest computed from the date the defaulting Owner receives notice of such expenditure to the date of payment at a rate equal to the lesser of (i) twelve percent (12%) per annum or (ii) the maximum rate permitted by law. If any Parcel has been further subdivided or submitted to the provisions of the Pennsylvania Uniform Planned Community Act or the Pennsylvania Uniform Condominium Act, the claim shall be secured by a municipal lien on each Parcel and/or Unit, as applicable, proportionate to each Owner's Pro Rata Share percentage ownership interest.

2. Homeowners Association. Notwithstanding anything contained in this Declaration to the contrary, DVD shall have the right (in such event, an **“Association**

Owner”) to create an Association applicable to only the Residential Parcel and each other Owner shall not be required to join said Association. In such event, the Association for the Residential Parcel shall become liable to the other Owners and Governmental Authorities for the satisfaction of the obligations and liabilities hereunder of DVD and the other Owners and Governmental Authorities shall have no right to claim a default hereunder against DVD (or its successors in interest), exercise any remedy against DVD (or its successors in interest) or cause any lien to attach to any portion of the Residential Parcel (or its successors in interest), except to the extent arising out of the negligence, fraud, or willful misconduct of DVD (or the applicable successor in interest).

C. **Injunctive and Other Remedies.** Except as otherwise expressly provided in this Declaration, in the event of a breach by an Owner of any obligation of this Declaration, the other Owners shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. Any out-of-pocket costs and expenses of any such proceeding, including without limitation, reasonable attorneys’ fees and costs, shall be paid by the defaulting Owner.

D. **Nonwaiver.** No delay or omission of an Owner in the exercise of any right accruing upon any default of the other Owner(s) shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by an Owner of a breach of, or a default in, any of the terms and conditions of this Declaration by the other Owner(s) shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration, (i) no remedy provided in this Declaration shall be exclusive but each shall be cumulative with all other remedies provided in this Declaration and (ii) all remedies at law or in equity shall be available.

E. **Non-Terminable Declaration.** No breach of the provisions of this Declaration shall entitle an Owner or party to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Declaration.

VIII. **EFFECT OF INSTRUMENT**

A. **Mortgage Subordination.** Any mortgage or deed of trust affecting any portion of the Project shall at all times be subject and subordinate to the terms of this Declaration, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Declaration.

B. **Running with the Land.** The rights, easements, covenants and restrictions herein established for the benefit of a Parcel (and any portion thereof) shall run with, and be appurtenant to, title to the Parcels (and any portion thereof) and, except as otherwise specifically set forth herein, shall be a burden upon each Parcel (and any portion thereof), shall run with the title to each Parcel (and any portion thereof), and shall bind and inure to the benefit of the Owners and the Owners' successors-in-title to each Parcel (and any portion thereof). In the event that any easement within a Parcel is dedicated and conveyed to any governmental entity or public utility company following any such dedication and conveyance, and except for continuing maintenance obligations following such dedication and except as otherwise agreed between the parties at such time, the former Owner of such easement shall be relieved of all obligations hereunder for such easement.

C. **Successors and Assigns; Binding Effect.** Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, in this Declaration is made not only for the benefit of the named Owners hereunder but shall constitute an equitable servitude on the portion of the Project owned by such party appurtenant to and for the benefit of the other portions of the Project. Any transferee of any part of the Project shall automatically be deemed, by acceptance of the title to any portion of Project, to have assumed all obligations of this Declaration relating thereto to the

extent of its interest in its Parcel and it is expressly agreed that no formal assignment of this document need be signed nor is the consent of any Owner required to give effect to this document as to the assumed portion of the Project. To the extent that any obligation of the Owners to construct the Stormwater Facilities, Utilities and other Improvements is not expressly assigned in this Declaration, it is understood that the various maintenance obligations of the Owners shall become the responsibility of the Owner of each Parcel (or its Association, as applicable) upon acquisition of such Parcel and, if applicable, turnover of control of such Parcel to any Association. Each of the obligations of an Owner shall be binding on such Owner and its respective successors and assigns but in no event shall the obligations of the Owners hereunder be joint and several.

D. **Non-Dedication**. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Project to the general public or for any public use or purpose whatsoever, it being the intention of the Owners and their successors and assigns that nothing in this Declaration, expressed or implied, shall confer upon any person, other than the Owners and their successors and assigns, any rights or remedies under or by reason of this Declaration. LRA shall provide reasonable provision for public access for visitation to the Castle Parcel (and the Improvements thereon) at reasonable times, for a reasonable duration and with reasonable advance notice.

E. **Estoppel Certificate**. Each Owner (or its Association, as the case may be) agrees that upon thirty (30) days' prior written request (which shall not be more frequent than three (3) times during any calendar year) of any other Owner (or its Association, as the case may be), it will issue to such person, or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge that as of such date:

1. whether it knows of any default under this Declaration by the requesting person, and if there are known defaults, specifying the nature thereof,

2. whether this Declaration has been assigned, modified or amended in any way by it and if so, then stating the nature thereof, and whether this Declaration is in full force and effect.

Such statement shall act as a waiver of any claim by the person furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. The issuance of an estoppel certificate shall in no event subject the person furnishing it to any liability for the negligent or inadvertent failure of such person to disclose correct and/or relevant information (but it shall estop such person from making assertions contrary to those set forth in the certificate for the period covered by the certificate), nor shall such issuance be construed to waive any rights of the issuer to either request an audit of the Common Area Maintenance Shared Costs for any year it is entitled to do so, or challenge acts committed by other Owners (or its Association, as the case may be) for which approval by the Owners (or the Association, as the case may be) was required but not sought or obtained.

F. **Modification.** This Declaration shall be recorded in the Recorder of Deeds Office in and for Montgomery County, Commonwealth of Pennsylvania, and may not be amended, modified, or terminated at any time unless by a declaration or amendment in writing, executed and acknowledged by all the Owners (or the applicable Association of any Parcel in the event such Association is in effect and, in such event, not each individual Owner of the applicable Parcel), their successors or assigns and, solely with respect to Article IV and Section VII.A of this Declaration, with the approval of the Township, provided, however, that so long as any mortgage shall encumber any Parcel, the cancellation or attempted cancellation of this Declaration shall not be effective unless the instrument of cancellation is also executed by each party holding any such mortgage encumbering the Parcel.

G. **Notices.** Any notice, report or demand required, permitted or desired to be given under this Declaration shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (i) personally, or (ii) by overnight courier prepaid by the sender, or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be

receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be deemed to be the date notice was given. Such addresses shall be as follows:

If to Township: Upper Dublin Township

Attention: _____

With a Copy to:

Attention: _____

If to LRA: Lindenwold Residential Associates, LLC
Attn: Leonard S. Poncia
861 Village Lane
Bensalem, PA 19020
Email: lponcia@aquinasrealty.com

With copy to:
Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, Pennsylvania 19103
Attention: Wendi L. Kotzen, Esquire
Email: kotzenw@ballardspahr.com

And with copy to:
Endeavor Property Group, LLC
1015 Cedar Road
P.O. Box 3395
The Lake House
Ambler, Pennsylvania 19002
Attention: Peter Monaghan
Email: peter@endeavor-property.com

If to DVD: c/o The Goldenberg Group, Inc.
630 Sentry Parkway, Suite 300
Blue Bell, Pennsylvania 19422
Attention: Kenneth Goldenberg
Email: rfluehr@goldenberggroup.com

With copy to:
c/o The Goldenberg Group, Inc.
630 Sentry Parkway, Suite 300
Blue Bell, Pennsylvania 19422
Attention: Robert Freedman, Esquire
Email: rfreedman@goldenberggroup.com

With copy to:
Kaplin | Stewart
Union Meeting Corporate Center
910 Harvest Drive
P.O. Box 3037
Blue Bell, Pennsylvania 19422-0765
Attention: Simi Kaplin Baer, Esq.
Email: skbaer@kaplaw.com

If to SB: SBLP Upper Dublin, LLC
c/o South Bay Partners, Inc.
4514 Cole Avenue, Suite 1500
Dallas, TX 75205
Attention: Joel Sherman
Email: jsherman@southbayltd.com

With a Copy to:
Arent Fox LLP
1717 K Street, NW
Washington, DC 20006-5344
Attention: Kenneth S. Jacob, Esq.
Email: kenneth.jacob@arentfox.com

IX. MISCELLANEOUS

A. This Declaration and the easements, rights, obligations and liabilities created hereby shall be for the longer of ninety-nine (99) years or perpetual to the extent permitted by law.

B. If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Declaration and

each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

C. This Declaration shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws provisions.

D. The Article and Section headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

E. Nothing in this Declaration shall be construed to make the Owners partners or joint venturers, or render an Owner liable for the debts or obligations of the other Owners.

F. This Declaration may be executed in multiple counterparts, each of which shall be regarded as an original, and all of which together shall constitute one and the same instrument.

G. To the extent that there is any conflict between the terms of this Declaration and the Primary Declaration related to monetary or non-monetary obligations among the Owners and/or between the Owners and the Alliance pursuant to the Primary Declaration, this Declaration shall control.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed and sealed as of the day and year first above written.

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

By: _____
Name: Leonard S. Poncia
Title: Manager

DUBLIN VILLA DEVELOPMENT, LLC,
a Pennsylvania limited liability company

By: _____
Name:
Title:

SBLP UPPER DUBLIN, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF :

On the _____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Leonard S. Poncia, who acknowledged himself to be the Manager of **LINDENWOLD RESIDENTIAL ASSOCIATES, LLC**, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF :

On the ____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____, of **DUBLIN VILLA DEVELOPMENT, LLC**, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

STATE OF TEXAS

:

SS.

COUNTY OF DALLAS

:

On the ____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ of **SBLP UPPER DUBLIN, LLC**, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

List of Exhibits

<u>Exhibit "A"</u>	Legal Description of Overall Property
<u>Exhibit "B"</u>	Plan
<u>Exhibit "C-1"</u>	Castle Parcel Deed of Preservation Easement
<u>Exhibit "C-2"</u>	Residential Parcel Deed of Preservation Easement
<u>Exhibit "D"</u>	Conditional Use Decision
<u>Exhibit "E"</u>	Entrance Road Easement Area
<u>Exhibit "F"</u>	Improvement Work
<u>Exhibit "G"</u>	DVD's Maintenance Protocols
<u>Exhibit "H"</u>	Use Restrictions
<u>Exhibit "I-1"</u>	Architectural Design and Control
<u>Exhibit "I-2"</u>	Architectural Restrictions
<u>Exhibit "J"</u>	Dam Safety and Waterway Management Plan/Permit
<u>Exhibit "K"</u>	Gatehouse Addition

Exhibit "A"

Legal Description of Overall Property

Exhibit "B"

Plan

Exhibit "C-1"

Castle Deed of Preservation Easement

Exhibit "C-2"

Residential Parcel Deed of Preservation Easement

Exhibit "D"

Conditional Use Decision

Exhibit "E"
Entrance Road Easement Area

Exhibit "F"
Improvement Work

Exhibit "G"

DVD's Maintenance Protocols

1. DVD shall reasonably determine how maintenance of the Common Maintenance Area will be accomplished, when and how frequently such maintenance shall be conducted and the extent to which such maintenance shall be conducted so long as the Common Maintenance Area is maintained in the same condition as existed at completion of the Improvements. All contracts entered into by DVD to perform its maintenance responsibilities hereunder shall be entered into on arm's length, market terms. Any changes to the standard of care in which the Common Maintenance Area is maintained shall require the approval of SB.

2. Each year on or before December 1, DVD shall estimate the annual budget of Common Area Maintenance Shared Costs that will be required during the ensuing calendar year for the rendering of all services by DVD as provided herein, and shall notify SB on or before December 1 in writing as to the amount of such estimate with a reasonable itemization thereof. The Common Area Maintenance Shared Costs may include a charge for administrative costs associated with the maintenance of the Common Maintenance Area. Any such administrative costs shall be set forth in the annual budget and be allocated between the Residential Parcel and the SL Parcel on a fair and consistent basis. Such Common Area Maintenance Shared Costs shall be assessed to SB according to its Pro Rata Share.

3. As of the first day of January, following receipt of the budget and the first day of each and every month of such year thereafter, SB shall pay as DVD may direct, 1/12th of the assessment made pursuant to this Section. After the end of each calendar year with respect to which DVD delivered a budget to SB, DVD shall supply to SB an itemized accounting of DVD's expenses for the preceding year, whether paid or accrued, together with a tabulation of the amounts collected, and showing the net income or deficit plus reserves. Any amount accumulated

in excess of the amount required for actual expenses and reserves as provided herein shall be credited according to SB's Pro Rata Share against the next monthly or annual installments due from SB under the current year's annual budget until such excess is exhausted. Any net shortage shall be added according to SB's Pro Rata Share to SB's installments due in the three months succeeding the rendering of the accounting, allocated between those installments as DVD shall determine.

4. DVD shall keep full and correct books of account on a consistent basis of accounting. Upon request of SB or its mortgagee, such books of account may be inspected by such requesting entity or its representatives, duly authorized in writing, at such office and at such reasonable time or times during DVD's normal business hours. DVD shall retain its records relating to the Common Area Maintenance Shared Costs at its principal office (or if such principal office is not located in reasonable proximity to the Overall Property then at another location that is in reasonable proximity to the Overall Property) for at least 24 months after the year for which such costs were paid, or if DVD designates a managing agent to undertake the Common Area Maintenance Shared Costs, then at such managing agent's office (or if such principal office is not located in reasonable proximity to the Overall Property then at another location that is in reasonable proximity to the Overall Property), and upon reasonable prior notice to such DVD SB shall have the right to inspect all of DVD's records relating to such costs. Appropriate adjustments shall be made for errors in computation of such costs revealed by an audit or inspection of the records.

5. In the event of an emergency or failure of DVD to maintain the areas for which it is responsible pursuant to Section III (or this **Exhibit "G"**), any Owner, after reasonable notice to DVD and/or the other Owner, as the case may be, shall have the right to perform any required

maintenance, provided that the Owner performing such work shall, within sixty (60) days after performing such work, provide reasonable supporting documentation for its costs incurred, which shall be commercially reasonable, and shall invoice each other Owner for their allocable share (which shall be its Pro Rata Share in the case of Common Area Maintenance Shared Costs) of the cost thereof. The other Owners shall pay their allocable share (which shall be its Pro Rata Share in the case of Common Area Maintenance Shared Costs) of such invoices within thirty (30) days after receipt. The Owner performing required maintenance (or their designee) shall furnish any other Owner who requests same, a statement in reasonable detail showing the cost of the maintenance performed by such Owner broken down and in reasonable detail, the manner of computation of the requesting Owner's share (and each Owner's share, if required) for such payment and the payments made by the requesting Owner and the other Owners.

6. Subject to the provisions of Section II.A, DVD and each Owner performing any construction, maintenance or other work hereunder shall have the sole responsibility for obtaining all permits and approvals for providing any financial security or assurances which may be required from any governmental or quasi-governmental authorities in connection therewith and for the dedication of any such improvements.

7. DVD and each Owner shall perform all work (including construction, installation and maintenance) in a good and workmanlike manner, and, if applicable, the approvals and all applicable legal requirements. Any damage caused to the Common Maintenance Area or the Parcel of any other Owner in the course of such work shall be promptly repaired and such lands and improvements restored to their condition immediately prior to such damage, at the sole cost and expense of the Owner performing such work. All work shall be undertaken and completed in a prompt manner and with all due diligence. No such work shall be conducted in a manner that

unreasonably interrupts access to, or stormwater drainage, sanitary sewer flow, potable water or utilities from, any other Parcel or otherwise causes a material adverse impact to any other Owner or its Parcel or the lawful use thereof. If work is conducted in a manner that unreasonably interrupts access to, or stormwater drainage, sanitary sewer flow, potable water or utilities from, any other Parcel or otherwise causes a material adverse impact to any other Owner or its Parcel or the lawful use thereof, the Owner causing such issues shall be responsible for one hundred percent (100%) of the costs in connection therewith.

Notwithstanding any language to the contrary herein, no Owner shall have a right of action against any individual owner of property located within the Residential Parcel. DVD, or, after the Association is created, the Association, shall be solely responsible for the maintenance protocols set forth on this **Exhibit "G"** with respect to the Residential Parcel.

Exhibit "H"
Use Restrictions

Castle Parcel. The Castle Parcel shall be used only for any use permitted by the applicable zoning regulations as of March 1, 2018.

SL Parcel. The SL Parcel shall only be operated as a senior, independent living and/or assisted living, and/or memory care facility that is operated by an experienced, first-class, reputable independent living and/or assisted living and/or memory care operator, and/or the rental of active adult apartments; provided, however: (a) beginning three (3) years after the date of this Declaration, the SL Parcel may be used for any use permitted under applicable zoning regulations as of March 1, 2018 (except as set forth in the following subsection (b)), and (b) in no event shall the SL Parcel be used for subsidized or low income apartments unless required by the applicable governmental authorities as a condition to obtaining the approvals for another residential use thereof.

Residential Parcel. The Residential Parcel shall only be used for residential purposes and related and ancillary uses thereto, but shall not be used for subsidized or low-income apartments unless required by the applicable governmental authorities as a condition to obtaining the approvals for the foregoing use thereof. In addition, DVD may not rent any housing unit constructed on the Residential Parcel for a period of six (6) months after such unit is initially constructed or use any housing unit for any use other than residential purposes, model home and sales purposes, and related and ancillary uses thereto; provided, however: (a) after the expiration of such six (6) month period, DVD shall be permitted to rent no more than six (6) housing units at any one time but no specific housing unit may be rented for a period in excess of twenty-four (24) months in total; and (b) that the foregoing restrictions shall not apply in any manner to a future unrelated (to

DVD) third-party owner/purchaser of any such unit and, in furtherance of the foregoing, in no event shall there be any restriction on such future unrelated third-party owner from renting their home for residential purposes (and related and ancillary uses thereto) after they have acquired the same.

GH Parcel 1 and GH Parcel 2. GH Parcel 1 and GH Parcel 2 shall be used only for residential purposes.

Exhibit “I-1”
Architectural Design and Control

SL Parcel. SB shall disclose to DVD and LRA the exterior plans, designs and potential uses for the Improvements to be constructed on the SL Parcel including any changes thereto (the “**Senior Plans**”), and shall review any feedback or comments offered by DVD or LRA with respect to the same; provided, however, except as set forth in the remainder of this Section, SB shall have the right to determine the final design, content and elements of the Senior Plans in SB’s sole and absolute discretion, but subject to the requirements of the Township and relevant governmental authorities (but also subject to the Township’s and such authorities’ prerogative to deviate therefrom or to amend the same) and subject to the terms and conditions of this Declaration. Notwithstanding the foregoing, any and all portions of the Senior Plans and the SL Parcel that materially and negatively impact the views and visibility of, access to or from, the Stormwater Facilities for, and/or the operation or maintenance related to the Residential Parcel, shall be subject to the prior written approval of DVD, which approval shall not be unreasonably withheld, conditioned or delayed (provided, however, that to the extent such portions of the Senior Plans and the SL Parcel are in accordance with the plans set forth on **Exhibit “B”** or the then existing restrictions in the overlay district in which the SL Parcel is located, such approval shall be deemed granted).

Castle Parcel, GH Parcel 1 and GH Parcel 2. LRA shall disclose to DVD and SB the exterior plans, designs and potential uses for the Improvements to the Castle Parcel, GH Parcel 1 and GH Parcel 2, including any changes thereto (the “**Existing House and Castle Plans**”) and shall review any feedback or comments offered by DVD and SB with respect to the same; provided,

however, except as set forth in the remainder of this Section, LRA shall have the right to determine the final plans of the Improvements to be constructed on the Castle Parcel, GH Parcel 1 and GH Parcel 2 in LRA's sole and absolute discretion but subject to the requirements of the Township and relevant governmental authorities (but also subject to the Township's and such authorities' prerogative to deviate therefrom or to amend the same) and subject to the terms and conditions of this Declaration. Notwithstanding the foregoing, any and all portions of the Existing House and Castle Plans that materially and negatively impact the views and visibility of, access to or from, the Stormwater Facilities and/or the operation or maintenance of the Residential Parcel or the SL Parcel shall be subject to the prior written approval of the Owner of such Parcel (as applicable), which approval shall not be unreasonably withheld, conditioned or delayed (provided, however, that to the extent such portions of the Existing House and the Castle Plans are in accordance with the plans set forth on **Exhibit "B"**, or the then existing zoning, uses, and restrictions in the overlay district in which the applicable Parcel is located, such approval shall be deemed granted). Notwithstanding the foregoing, DVD and SB hereby agrees that the Improvements on the Castle Parcel, GH Parcel 1 and GH Parcel 2 and the exterior architectural elements thereof and appurtenances thereto (such as, but not limited to, walls and other decorative features) may remain in their existing locations or may be relocated to a location acceptable to SB, LRA and DVD in their reasonable discretion. In addition, LRA shall have the right to construct an addition (i.e., additional square footage being added) to each of the existing houses located on GH Parcel 1 and GH Parcel 2 with such addition possibly containing a master bathroom, master bedroom, new kitchen, a garage, and a terrace and/or deck (collectively, a **"Gatehouse Addition"**), so long as LRA first obtains the prior written approval of DVD and SB, such approval not to be unreasonably withheld, conditioned or delayed (provided, however, that

to the extent a Gatehouse Addition is generally in accordance with size and configuration shown on the plans set forth on **Exhibit “K”**, or the then existing restrictions in the overlay district in which the applicable Parcel is located, such approval shall be deemed granted). In furtherance of the foregoing and so long as LRA complies with the foregoing sentence, neither DVD nor SB shall oppose LRA filing for zoning or building permit approval for and/or proposing the same to the Township or other applicable authorities provided that any such Gatehouse Addition conforms with then applicable zoning and other applicable ordinances; and provided further, if such Gatehouse Addition requires a variance or waiver from any such zoning or other applicable ordinances, then DVD or SB may withhold their respective consent to such Gatehouse Addition if the plans for the same are inconsistent (in terms of size and location of structures) with what is depicted on **Exhibit “K”** hereto and the same materially and adversely impacts DVD’s development plans for the Residential Parcel or SB’s development plans for the SL Parcel.

Residential Parcel. DVD shall disclose to SB and LRA the exterior plans and designs for the Improvements to be initially constructed on the Residential Parcel (the “**Residential Plans**”), and shall review any feedback or comments offered by SB or LRA with respect to the same; provided, however, DVD shall have the right to determine the final design, content and elements of the Residential Plans in DVD’s sole and absolute discretion, but subject to the requirements of the Township and relevant governmental authorities (but also subject to the Township’s and such authorities’ prerogative to deviate therefrom or to amend the same) and subject to the terms and conditions of this Declaration. Notwithstanding the foregoing, any and all portions of the Residential Plans and the Residential Parcel that materially and negatively impact the views and visibility of, access to or from, the Stormwater Facilities for, and/or the operation or maintenance of the SL Parcel or any other Parcels (other than the Residential Parcel) shall be subject to the

prior written approval of the Owner of such Parcel (as applicable), which approval shall not be unreasonably withheld, conditioned or delayed (provided, however, that to the extent such portions of the Residential Plans and the Residential Parcel are in accordance with the plans set forth on **Exhibit "B"** or the then existing restrictions in the overlay district in which the Residential Parcel is located, such approval shall be deemed granted). Notwithstanding the foregoing, this Section shall not apply in any manner to a future unrelated (to DVD) third-party owner/purchaser of any Unit located on the Residential Parcel and, in furtherance of the foregoing, in no event shall there be any restriction on any alteration to any Improvement constructed by DVD by such future unrelated third-party owner after they have acquired the same.

Exhibit "I-2"
Architectural Restrictions

See attached.

Architectural Design, Development and Building Standards and Guidelines for the Rehabilitation and Preservation of Historic Buildings, Structures, and Features – St. Mary's Villa Property

1. General

These Architectural Design Standards and Guidelines are provided to assure that new development on the St. Mary's Villa property respects the character of the key historic structures and features of the site, including the following:

- New development shall respect the historic role of the "Castle" as the commanding feature of the site. New buildings shall be designed to minimize their apparent height, through setbacks, changes in materials, etc. No part of any new structure shall exceed in height the elevation of the bottom of the crenellations of the ramparts of the main 3-story sections of the "Castle." Buildings will decrease in height with distance from the "Castle."
- New development shall respect the historic view shed of the "Castle", from Bethlehem Pike at Mattison Avenue (See Figure 1). Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of the historic features.
- New development shall respect the historic context and view shed from the Lindenwold Terrace Gateway, including the Gatehouse, entry way, stone walls, driveway between the sunken garden and Loch Linden, and associated statuary and "gazebo." (See Figure 1) Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of the historic features.
- New development shall respect the historic landscape view shed looking southeast from the original main entrance at the corner of Lindenwold Terrace at Bethlehem Pike (See Figure 1). Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of historic features.
- New development shall respect the historic landscape view shed at the historic southwest gatehouse and entry at Church Street (See Figure 1). Parts of new residential buildings may be visible as a minor element on the periphery of the view shed, but shall not adversely impact views of historic features.
- The materials and colors of new buildings shall respond to and compliment the materials and colors of the historic structures and features.
- New development will respect the setting of the original stone walls and associated landscaping along Bethlehem Pike and Lindenwold Terrace. Any fencing shall be setback at a minimum of 10' from the walls, be no more than 48" in height, and shall be screened by landscaping. Yard fencing may be painted metal picket fencing or wood. Privacy fencing higher than 48" shall be setback a minimum of 20' from the stone walls. Notwithstanding anything to the contrary, all fencing and landscaping shall comply with the requirements of all Township Codes and regulations, including Chapter 255 Zoning and Chapter 272 Subdivision and Land Development.

2. Compliance

Schematic Design drawings shall be submitted in conjunction with the Conditional Use application demonstrating how the buildings proposed will comply with these architectural design standards. The application shall include exterior materials samples, and the following:

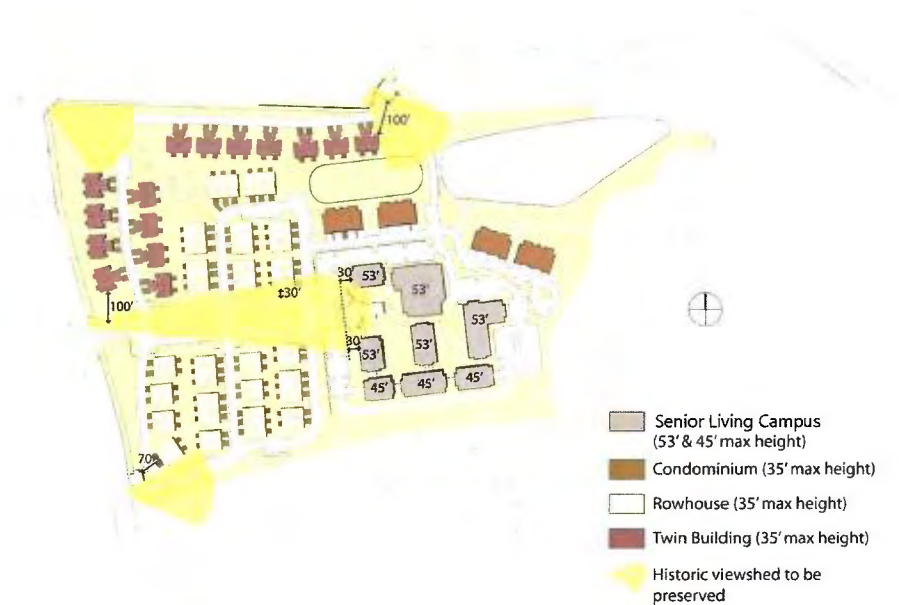
- Schematic Building elevations drawn to scale showing relationship to historic structures, and materials and colors
- Schematic 3-dimensional digital model showing relationship of new buildings to historic structures, materials and colors
- Schematic Site Plan drawn to scale
- Schematic Colored rendering
- Schematic Colored landscape plan

Township review and approval of the above building elevations and materials in conjunction with review and approval by a professional architect selected by the Township will be required for Conditional Use approval.

3. Building Height and Massing

No new building, including the peak of any pitched roof, shall exceed in height the height of the bottom of the crenellations of the ramparts of the "castle". Building heights shall not exceed the limits as indicated on Figure 1 site plan.

Figure 1: Annotated Site Plan with Building Heights, Setbacks, and Historic Viewsheds



a) Senior Living Campus

- i. The height of new buildings, including the peaks of any pitched roofs, adjacent to the "Castle", as viewed from the Mattison Avenue View Shed, shall not exceed the height of the bottom of the crenellations of the ramparts of main roof of the "Castle", assumed to be 53' above the grade plane at the "Castle", but subject to field verification. Such buildings may not exceed 4 stories, plus parking within a semi-basement. Roof-mounted condenser units located in the middle section of the roof may extend above the maximum height, as long as such equipment is not visible from a point 5' above grade at any point on the site. (Figures 2 & 3). Chimneys may extend above the maximum height, as long as the materials and design are architecturally consistent with the design of the building.
- ii. No horizontally or vertically continuous exterior wall element of a building shall extend above 43', or be more than 3 stories in height. Any building volume and 4th floor above this line shall be setback from the main vertical plane of the building a minimum of 2'-0", or be located within a pitched roof or mansard type roof structure behind parapet walls. Features such as gables or dormers providing windows to the 4th floor may extend on the same wall plane as the wall below, above the stone band. (Figures 2 & 3)
- iii. Buildings abutting the "Castle" shall not exceed 4 stories plus parking in a semi-basement, or shall not exceed the height of the bottom of the crenellations of the ramparts of main roof of the "Castle" (assumed to be 53' above the grade plane at the "Castle", but subject to field verification), including the peaks of any pitched roof. (Figure 2)

Figure 2: Senior Living Campus Building Heights Adjacent to the Castle

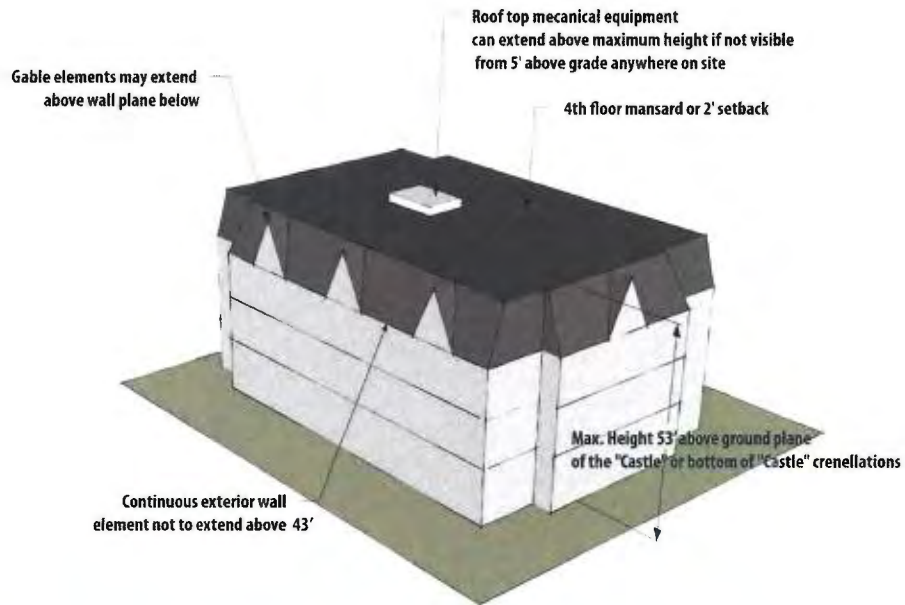
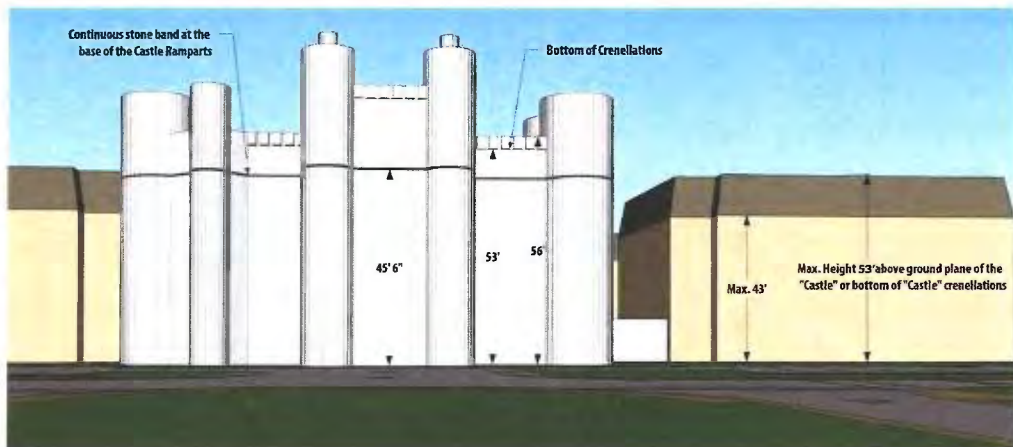
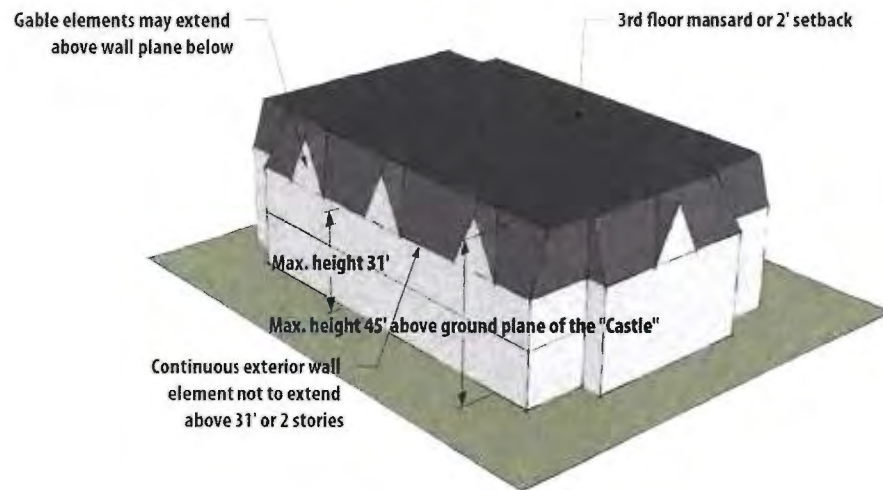


Figure 3: Senior Living Campus Building Heights Adjacent to the Castle



- iv. Buildings facing the rear of Villa Drive shall not exceed 3 stories plus parking within a semi-basement, or 45 feet in height above the grade plane at the "Castle", including the peaks of any pitched roofs. No horizontally or vertically continuous exterior wall element of any building shall extend above a height of 31 feet above the average ground plane at the building, or be more than 2 stories in height. Any building volume and 3rd floor above this height shall be setback a minimum of 2'-0", or be located within a pitched roof or a mansard type roof structure behind parapet walls. Features such as windowed gables or dormers may extend on the same wall plane as the wall below, above the 31-foot height to provide windows to the third floor. (Figure 4)

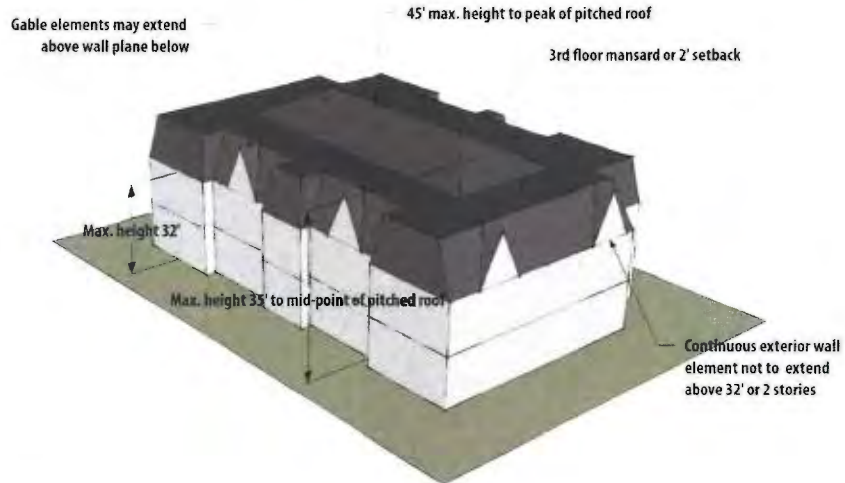
Figure 4: Senior Living Campus Building Heights Facing Villa Drive



b) Condominium Apartments

- i. The condominium apartment buildings shall not exceed 3 stories in height plus semi-basement parking or 35 feet in height. Such maximum height shall be measured from the first floor elevation to the mid-point of any pitched roof. Height to the peak of any pitched roof shall not exceed 45'. No horizontally or vertically continuous wall element of any building shall extend above 2 stories or 32 feet in height. Any building volume and third floor above the height shall be setback a minimum of 2'-0" or be located within a pitched or mansard type roof structure behind parapet walls. Features such as gabled dormers associated with mansard type roofs behind parapet walls may extend on the same wall plane as the wall below, above the 32' height, to provide windows to the third floor. Chimneys may extend above the maximum height, as long as the materials and design are architecturally consistent with the design of the building. (Figure 5)

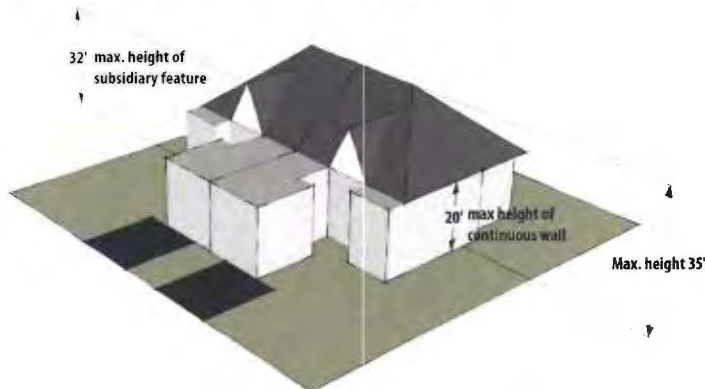
Figure 5: Condominium Building Heights



c) Twin Homes and Townhouses

- i) The height of Twin Homes and Townhouse buildings shall not exceed 35 feet, and 2 stories. Such maximum height shall be measured from the first floor elevation to the peak of any pitched roof. No continuous wall element of any building shall extend above a height of 20 feet and the main eaves level of any pitch roof shall be no higher than 20 feet. Subsidiary features such as gables and gabled dormers may extend to a maximum height of 32 feet. Chimneys, turrets, and terraces may extend above the maximum height, as long as the materials and design are architecturally consistent with the design of the building. (Figure 6)

Figure 6: Twin and Townhouse Building Heights



4. Building Placement

Buildings shall conform to the following separation and setback requirements:

a) Twin and Townhomes

- I. Building separation
 - i. Side to Side, 20' minimum
 - ii. Front to Front, 60' minimum
 - iii. Back to back, 50' minimum
 - iv. Side to front or rear, 35' minimum
 - v. Separation from historic building or other feature including the "Castle", gatehouses, and gazebo, 70' minimum (100' minimum at Lindenwold Terrace Gatehouse). (See Figure 1).
- II. Setbacks
 - i. Front setback from curb – 20' minimum
 - ii. Side setback from curb along main drive from Bethlehem Pike: 30' minimum at median section; 100' minimum at entry drive (See Figure 1). Chimneys and screened HVAC systems shall be allowed in the setback area.

b) Condominiums

- I. Building separation
 - i. Side to side – 25' minimum
- II. Setbacks
 - i. Front setback from curb – 20' minimum

c) Senior Living Campus

- I. Building separation
 - i. Side to side – 20' minimum
 - ii. Front to front/back to back – 60' minimum
 - iii. Side to front or rear – 30' minimum
 - iv. From historic "Castle" building – 25' minimum
 - v. Single-story link structures may link abutting buildings on the first or second floor, including the "Castle", within the required building separations. Such links may not have vertical walls that exceed 11 feet in height above the floor structure below the link and shall have a minimum 40% transparency.

II. Setbacks

Any new buildings shall be setback a minimum of 30' from the main front wall plane of the Castle building. (See Figure 1)

5. Building Materials

- a) Historic features of the site, including the Castle and gatehouses, and perimeter walls are constructed of natural tan/grey color, coursed and uncoursed ashlar stone. Building materials for new buildings shall compliment the building materials and colors of the historic features of the site, and the number of materials used in any one building shall be limited. Acceptable materials include stone, cultured stone, or cast stone, in a coursed or uncoursed ashlar pattern, of a similar color range to the historic stone, or cement stucco, in earth tone colors or black that complement the existing stone color. For the Senior Living Campus, painted cement board and trim in earth-tone colors is acceptable on interior elevations or internal facing courtyard elevations. For other buildings, fiber cement board and siding and trim in earth-tone colors is acceptable as a secondary material. Alien materials such as brick masonry and builder grade vinyl siding, are prohibited; heavy duty premium vinyl siding is allowed as a secondary material for townhomes and carriage homes only. Trim and windows should be in a compatible color palette to the building materials; true white trim and true white windows are prohibited. Vinyl soffits, shutters, privacy fences, and railings in a compatible color palette to the building materials are allowed.
- b) The rear facades of buildings shall be constructed of the same materials as the side facades. Sides of buildings directly abutting the primary access drive from Bethlehem Pike, and the end units of west facing rear facades of such buildings, shall be articulated in a similar manner to front facades by using a variety of materials and having changes in roofline. The rear facades of buildings facing Bethlehem Pike shall be articulated in a similar manner to front facades by using a variety of materials and having changes in roofline. Vinyl siding may not be used as the predominant material on any façade.

6. Building Articulation

Visual mass of all buildings shall be deemphasized through the use of architectural devices, including form, features and materials, to reduce their apparent height, bulk and volume, to preserve the dominance of the "Castle" as the principal feature of the site.

Vertical articulation. Vertical articulation of the building facade, including changes in building plane and materials, shall be used to reduce the apparent scale of the buildings. Vertical articulation may include architectural features, such as projecting or receding elements, changes in roofline, recessed or projecting entries, and other similar features. The depth of such articulation shall be a minimum of 2'-0", with the exception of chimneys. Vertical articulation shall occur at a minimum thirty-foot interval, but each articulation of the building plane is not required to extend the full height of the building facade.

Horizontal articulation. Horizontal articulation of the building facade, including changes in building plane and/or materials, shall be used to reduce the apparent height of the building facade. Such horizontal articulation may be provided by mansards, wall setbacks, changes in materials or other devices.

7. Standards for Rehabilitation of Historic Structures

All exterior rehabilitation work to historic buildings, structures, and other features shall be completed in conformance with the Secretary of the Interior's Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). Existing historic building fabric will be retained or repaired where feasible.

8. Alternative Compliance

The Board of Commissioners in their sole and absolute discretion may approve the use of architectural concepts, designs, and materials which differ from those set forth above if the applicant demonstrates to the satisfaction of the Board that such concepts and designs are in harmony with the statement of purpose described in Section 1.

Exhibit "J"

Dam Safety and Waterway Management Plan/Permit

Exhibit "K"
Gatehouse Addition

EXHIBIT E

**THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT FOR THE
CASTLE AT MATTISON ESTATE/ST. MARY'S VILLA**

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

For

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

This Deed of Preservation Easement (the "Easement") is made this ____ day of _____ 2018, by **LINDENWOLD RESIDENTIAL ASSOCIATES LLC**, a Pennsylvania limited liability company (the "Grantor"), and **THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**, a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania (the "Grantee").

Background

A. Grantor has legal and equitable fee simple title of the parcel of land and improvements subdivided and identified as Parcel 3 from the larger parcel known as St. Mary's Villa, located at 701 S. Bethlehem Pike, Ambler. Parcel 3 is more particularly described and depicted in Exhibit A attached hereto and make a part hereof (the "Property").

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

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

D. Other site features from St. Mary's Villa are outside of the Property and are considered contributing to the historic aspects of Upper Dublin Township, Montgomery County. These site features include stone entrances, iron gates, perimeter stone walls, lake and retaining walls, the gazebo, some statuary, and the springhouse ruins. These elements will be protected in a separate easement agreement and are therefore excluded from this document.

E. Gatehouse on Lindenwold Terrace at Cedar Road and Gatehouse on Bethlehem Pike across from Church Street are both considered contributing resources on the site dating to the Mattison era period of significance and will be protected in separate easement agreements and are therefore excluded from this document.

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

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

H. The donation of the Easement to Grantee will further Grantee's goal of fostering the conservation of the region's heritage of historically significant structures with aesthetic, architectural, scenic and/or open space values.

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

J. The grant of this Easement will impose restrictions on the development and maintenance of the Building in perpetuity (unless indicated otherwise below) and will impose on Grantor and subsequent owners certain continuing maintenance obligations affecting the Building. The grant of the Easement will give Grantee and any subsequent holder of the Easement the right to enforce the terms and conditions of this Easement forever.

K. Grantor desires to grant to Grantee, and Grantee desires to accept, the Easement on terms and conditions set forth below.

TERMS AND CONDITIONS

Intending to be legally bound hereby, in consideration of the mutual promises herein contained, and in further consideration of other good and valuable consideration paid by Grantor to Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree and declare as follows:

1. Term and Grant.

Grantor hereby grants and conveys to Grantee an estate, interest and easement in the Building as described in Exhibit C, for the preservation of historic, architectural values of the nature and character and to the extent set forth in this Easement, to constitute a servitude and covenant upon the Building, running with the land for the benefit of and enforceable by Grantee, to have and to hold the said estate, interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses forever.

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

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

a. Without the prior written consent of Grantee, Grantor shall not cause, permit or suffer any construction, alteration, remodeling, decoration, demolition, dismantling,

destruction, or other activity which would affect or alter in any material way the appearance of the Building, as described in Exhibit C, except as specifically required herein pursuant to Exhibit B I and/or authorized pursuant to Paragraph 7(b) hereof.

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

c. Grantor shall not cause, permit or suffer the removal of any of the original or historic Building elements described in Exhibit C from the Building, unless consistent with the preservation and conservation objectives of this Easement and with the prior written permission of Grantee, except when the replacement of those elements is required because of imminent danger to the building, to comply with applicable codes, or if a response to the request for approval is not provided within 30 calendar days.

d. Under the terms of this Deed of Easement, the scope is limited to elements which are known to date from the Mattison period (c.1888-1936). The scope as it relates to the interior of the Building is limited to those rooms identified as "Protected Interiors" on the Building plans provided in Exhibit C. The protected elements of the interiors include the surface of walls, ceilings and floors, the volumes of space defined thereby, and the architectural elements, including, but not limited to, the fireplaces, doors and their hardware and ornaments. It is the intent of this Easement that while visible historic elements are to be left in place, the Grantor is not obligated to restoration of these elements and will be allowed to make modifications as appropriate for contemporary use.

e. Grantor shall permit Grantee access to the Building at such reasonable times and upon reasonable prior notice as Grantee may request for the purpose of examining and testing of all structural portions of the Building, the materials and elements of the Building and such portions of the Building as are subject to the Easement.

f. Grantor acknowledges that the setting in which the Building is located, including the scale, design, massing and materials of existing and new buildings or development on the site, affects the historic value of the Building and that Grantee's interest in an appropriate setting is as direct, substantial and immediate as Grantor's interest. The Grantor authorizes Grantee to protect Grantee's interest, through advocacy or litigation, in any federal, state or local board, commission, council, court or agency for appropriate preservation of existing buildings or features and/or for appropriate new development in the nearby area, except for a proposed development consistent with the development plans submitted to Upper Dublin Township on **[insert date here]**, or revised versions of these plans as accepted by the Township, so long as the revisions do not significantly alter the impact on the Building.

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

3. Existing Conditions, Initial Level of Preservation, Alterations and Preservation Objectives.

a. Exhibit B-I, entitled Initial Restoration, indicates the required work, if any, necessary to be done on the Building prior to the completion of development project (defined as the work indicated on the Land Development Plan dated September 15, 2017 or as otherwise scheduled therein (the “Initial Restoration”).

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

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

d. Exhibit B-II sets forth permitted future restoration and permitted alterations to the Building, however future alterations will not be limited solely to those set forth and described in Exhibit B-II & B-I.

4. Rights of Grantee if Building Destroyed.

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

a. if partially destroyed or damaged to such an extent or of such nature that the appearance of the Building is altered from the Building’s appearance in the photographs, plans and specifications referred to in Paragraph 3 above, but is not totally destroyed in the reasonable judgment of Grantor and Grantee, then Grantor shall, as promptly as is practicable, restore the Building to a condition so that the appearance is restored, as nearly as possible, to that shown in such photographs, plans and specifications; provided, however, that Grantor shall not be required to expend more than the proceeds of insurance received by Grantor on restorations required by this Subparagraph. In addition, Grantor and Grantee, after consultation with each other, may agree upon such other restoration that is consistent with the architectural character, including height, bulk, mass, materials and colors, and landscape character, of the remainder of the Building. If Grantor and Grantee cannot agree as to whether the Building is totally destroyed, or as to appropriate restoration, Grantor may request mediation by a third-party chosen by mutual agreement between Grantor and Grantee, provided that the mediator shall be

experienced in historic preservation and directed that any restoration be consistent with the Secretary of the Interior's Standards for Rehabilitation; and

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

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

5. Remedies of Grantee.

a. Although it is Grantor's obligation to comply with the Minimum Maintenance Program at its sole cost and expense, Grantor has funded an escrow account in the amount of Five Hundred Thousand Dollars (\$500,000.00) (the original deposit, plus earnings thereon, the "Escrow Fund") under an escrow agreement in the form attached hereto as Exhibit E (the "Escrow Agreement"). The Escrow Agreement is established to provide resources that would be available to Grantee in the event that Grantor fails to comply with the Minimum Maintenance Program. After notice and opportunity for Grantor to cure as provided below, Grantee may direct Escrow Agent to make a disbursement from the Escrow Account in an amount sufficient to permit Grantee to cure the Grantor's non-compliance. The Escrow Fund is not available to the Grantor to fund its obligations.

In the event that Grantee concludes that Grantor is not performing its obligations to comply with the Minimum Maintenance Program, Grantee shall provide notice thereof to Grantor, specifying the deficiencies in Grantor's performance (the "Deficiency Notice"). No later than thirty (30) days following Grantee's Deficiency Notice, Grantor shall respond to the Deficiency Notice and advise Grantee of the actions Grantor has taken to come into compliance with the Minimum Maintenance Program. If Grantor fails to respond or Grantee determines that Grantor has not come into compliance, notwithstanding Grantor's response, Grantee may, in addition to other remedies provided under Paragraph 5 of this Agreement, direct the Escrow Agent to make a disbursement to it in an amount that Grantee concludes is necessary to enable Grantee to perform or cause to be performed the maintenance necessary to remedy Grantor's failures to comply the Minimum Maintenance Program, as well as to reimburse Grantee for its costs and expenses which it is due hereunder by reason of Grantor's actions or failure to act. In the event that the balance in the Escrow Fund is reduced to Four Hundred Thousand Dollars (\$400,000.00) or less, Grantor shall promptly replenish the Escrow Fund to Five Hundred Thousand Dollars (\$500,000.00).

Grantor recognizes that in order to fulfill its obligations under this Agreement, it must comply with its ownership responsibilities as set forth herein. In the event that Grantor fails to replenish

the Escrow Fund as described above and such failure continues for 90 days, or if Grantor fails to pay real estate taxes before they become a lien on Property, or if Grantor closes the Building without a good faith plan to reopen, or in the event of other chronic failures to perform under this Agreement, then Grantor shall be deemed to have abdicated its responsibilities hereunder. In the event that Grantee determines that such an abdication has occurred, Grantee shall give notice thereof to Grantor and to all mortgagees having a lien on the Property that have registered with Grantee, specifying the Grantor's default ("Default Notice"). Grantor and any mortgagee may elect, by notice to Grantee within ninety (90) days following the Default Notice, either (a) to cure or (b) to contest Grantor's defaults. In the absence of such an election by any such party, Grantor shall convey the Building to Grantee's designee no later than one hundred twenty (120) days following the Default Notice, unless Grantee cures such default within such period. If the default cannot be cured within such period, Grantor shall be permitted an additional six (6) months to cure such default as long as it continuously and diligently pursues such cure. In the event that Grantor or any mortgagee contests Grantee's Default Notice, provided Grantor or the mortgagee has replenished any amounts due to the Escrow Fund, as required herein, and has advanced to Grantee an amount equal to its estimated expenses, including attorneys and expert fees for such contest, Grantor or such contesting mortgagee may seek an injunction from the Court of Common Pleas in Montgomery County vacating Grantee's Default Notice. Grantor and Grantee agree in the event of such contest to seek expedited determination by the Court. In the event that the Court determines that Default has occurred and has not been cured, Grantor shall convey the Property to Grantee or its designee and Grantee shall be entitled to seek specific performance from the Court. If the Court determines that Default has not occurred or has been cured, title to the Property shall remain in Grantor, but Grantee may continue to pursue any and all other remedies available to it pursuant to Paragraph 5b of this Agreement.

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

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

6. Assignment, Successors and Assigns.

a. The terms of this Easement shall constitute a covenant running with the Property for the benefit of Grantee, its successors and assigns and shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, or having any

interest therein derived through Grantor. The word "Grantor" when used herein shall include all such persons whether or not such persons have signed this instrument or had any interest in the Property at the time it was signed. Upon the conveyance of the Property in accordance with the terms hereof, the conveying Grantor shall have no future liability under this Easement for any act or failure to act that occurs after such conveyance.

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

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

7. Reservation.

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

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

8. Acceptance.

Grantee hereby accepts the right and interest granted to it in this Easement. Grantee shall administer this Easement for the conservation and preservation of the Building and to further Grantee's purposes of fostering the conservation of the region's heritage of historically

significant sites and structures with aesthetic, architectural, environmental, historic, scenic and/or open space values.

9. Grantor's Insurance.

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

10. Release and Indemnification.

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

11. Estoppel Certificate.

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

12. Condemnation and Extinguishment.

a. In the event a subsequent unexpected change in the conditions of or surrounding the Building (including but not limited to a total or partial condemnation) makes impossible or impractical the continued use of the Building for conservation or preservation purposes, or in the event of any extinguishment of this Easement by judicial decree, then this Easement shall be deemed to have been extinguished, and the parties will cooperate to so extinguish this Easement by judicial proceedings If it is determined that the extinguishment of

this Easement was necessitated by the neglect of the Grantor, Grantee shall be entitled to a portion of the proceeds of a subsequent sale, exchange or involuntary conversion of the Building determined pursuant to Subparagraph 12(c) below, which proceeds Grantee shall use in a manner consistent with the conservation and preservation purposes set forth in this Easement.

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

c. If the change in conditions described in Subpararaph 12(a) above giving rise to the termination of this Easement is caused by the neglect of Grantor, the Grantee, on a subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the proceeds equal to the product of (a) that proportionate value of the perpetual conservation or preservation restrictions to the value of the Property unencumbered by this Easement determined as of the date of this Easement multiplied by (b) the net proceeds from such sale or other transaction.

13. Review, Approval and Additional Costs.

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

14. Change of Building Use.

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

15. Archeological Excavation.

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

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

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

17. Certification of Grantee's Status.

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

18. Notices.

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

- a. if hand delivered or sent by express mail or reputable overnight delivery service or by courier, postage prepaid, then, if and when delivered to the respective parties at the below listed addresses (or at such other address as the party may hereafter designate for itself upon ten (10) days prior notice to the other party as required hereby), or
- b. if mailed, then on the next business day following the date on which such communication is deposited in the U.S. mail, by first-class registered or certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself upon ten (10) days prior notice to the other party as requested hereby):
- c. if electronically, via e-mail with either a return receipt provided by recipients e-mail server or by e-mailed or mailed acknowledgment of receipt by recipient.

If to Grantor:

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

with a copy to:

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

If to Grantee:

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

with a copy to:

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

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

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

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

19. Counterparts; Entire Agreement.

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

20. Third-Party Beneficiary.

Upper Dublin Township shall be deemed a third party beneficiary of this Easement. The third party beneficiary shall have the right, but not the obligation, to enforce this Easement in the event that the Grantee is unable or fails to act. Anything herein to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary thereof, except as provided in this paragraph.

21. Governing Law; Jurisdiction.

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

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

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

GRANTOR:

Lindenwold Residential Associates LLC,
a Delaware limited liability company

By: _____

GRANTEE:

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

By: _____
Paul R. Steinke, Executive Director

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

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

Paul R. Steinke
Executive Director

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the ____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared, a manager of KPG-IMW Owner, LLC, a Delaware limited liability company, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself as such officer.

NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the ____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared **Paul R. Steinke**, who acknowledged himself to be the Executive Director of The Preservation Alliance for Greater Philadelphia, a Pennsylvania not-for-profit corporation, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such officer.

NOTARY PUBLIC

My Commission Expires:

LIST OF EXHIBITS
for
DEED OF FACADE AND OPEN SPACE EASEMENT
from
GRANTOR
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
For
THE CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler, Pennsylvania

EXHIBIT A

Legal Description of the Property & Subdivision Plan

EXHIBIT B

B-I Initial Restoration

B-II Optional Future Restoration & Permitted Future Alterations

B-III Minimum Maintenance Program

B-IV Minimum Maintenance Program for Protected Interiors

EXHIBIT C

Existing Conditions

EXHIBIT D

Proposed Development Plan

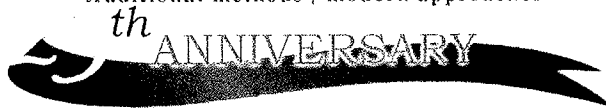
EXHIBIT E

Escrow Agreement

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



CONTROL POINT
ASSOCIATES, INC.
traditional methods | modern approaches



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

April 17, 2018
02-140456-02

METES AND BOUNDS DESCRIPTION

PROPOSED PARCEL 3

PART OF UNIT 19, BLOCK 26

APN 54-00-02290-005

LANDS NOW OR FORMERLY

SISTERS OF THE HOLY FAMILY OF NAZARETH
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

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

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

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

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

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

4. SOUTH 05 DEGREES - 06 MINUTES - 04 SECONDS EAST, A DISTANCE OF 112.36 FEET TO A POINT, THENCE;
5. NORTH 84 DEGREES - 53 MINUTES - 14 SECONDS EAST, A DISTANCE OF 108.65 FEET TO A POINT, THENCE;

Corporate Headquarters 35 Technology Drive, Warren, NJ 07059 Tel: 908.668.0099 Fax: 908.668.9595

Professional Land Surveying, Geospatial and Consulting Services



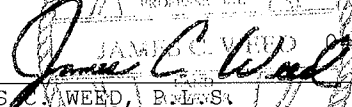
6. SOUTH 05 DEGREES - 06 MINUTES - 46 SECONDS EAST, A DISTANCE OF 156.47 FEET TO A POINT, THENCE;
7. SOUTH 84 DEGREES - 53 MINUTES - 14 SECONDS WEST, A DISTANCE OF 172.48 FEET TO A POINT, THENCE;
8. SOUTH 05 DEGREES - 06 MINUTES - 46 SECONDS EAST, A DISTANCE OF 28.06 FEET TO A POINT, THENCE;
9. SOUTH 84 DEGREES - 53 MINUTES - 14 SECONDS WEST, A DISTANCE OF 51.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 49,276 SQUARE FEET OR 1.131 ACRES

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

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

CONTROL POINT ASSOCIATES, INC.

 04/17/2018

 JAMES C. WEED, R.L.S. DATE
 COMMONWEALTH OF PENNSYLVANIA
 PROFESSIONAL LAND SURVEYOR # SU075250

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

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

Initial Restoration

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

Owner shall cause the following work to be performed on the Castle within one year of receiving pertinent township and third-party approvals such that construction activity is permitted to begin on the site of the Senior Housing project, unless noted otherwise below.

Please note that all items discussed in this Exhibit pertaining to the Castle are understood to pertain only to the protected areas of the Building, as identified in Exhibit C.

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

CASTLE EXTERIOR

Masonry

Minor masonry repairs will be addressed at locations of cracks near front entrance and repointed anywhere mortar is missing to a depth of ½" or greater. All head joints in coping stones with missing or damaged mortar will be pointed or appropriately sealed. Perform a one-time mortar analysis to determine the appropriate type and ratio of cement, lime, and aggregate for the mortar to be used during future repairs.

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

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

Downspouts, Drainage and Vegetation

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

CASTLE INTERIOR

General

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

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

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

Fire Protection

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

Mechanical System

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

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

Optional Future Restoration & Permitted Future Alterations

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

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

All work shall be in accordance with drawings, specifications, descriptions, or any other acceptable form of documentation which shall be submitted to and approved by Grantee prior to the start of work. In order to facilitate timely review and approval, Grantor may submit conceptual and design proposals prior to the start of any construction drawings and specifications. Grantee has the right to waive the submission of documentation.

Restoration and alterations shall comply with *The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (2017), especially "Guidelines for Rehabilitating Historic Buildings."

Please note that all items discussed in this Exhibit pertaining to the Castle are understood to pertain only to the protected areas of the Building, as identified in Exhibit C, or other features explicitly discussed below. Any new construction and modifications, including those to items listed below, which are consistent with the Proposed Development Plan (Exhibit D) are explicitly permitted and do not require review and approval of the Grantee.

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

GENERAL

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

CASTLE EXTERIOR

Existing Entrances

Reasonable alterations may be made to existing building entrances as required by code to accommodate handicapped accessibility and tenant needs, provided such alterations are compatible in materials and proportions with existing original building fabric. Installation of a ramp or chair lift for handicapped accessibility, including raising the front elevation of the wood front porch to provide handicapped accessibility between the porch and entry hallway is permitted.

Accommodation of code-required stairs and/or elevator by one of the following methods is permitted:

- An addition on the "back ell" of the Castle
- A connection at the "back ell" to adjacent new construction

Signage

All existing exterior signage on the Building may be removed, altered or replaced with new signage, provided such new signage replicates the size, location, and material of existing signage and/or historical signage as documented in historical photographs or other archival sources. Grantor may place new and/or replacement signs or plaques for the following purposes:

1. To comply with Fire Department or other applicable laws
2. To commemorate the Easement or other historic designations of the Building
3. To identify the name and address of the Property
4. To advertise the Property for sale or rental
5. For any purpose required by any lender of Grantor
6. To provide directional signage appropriate to the Property's use

For all of the above, the signs or plaques shall be of a size, material, design, location, and method of attachment which is compatible with, and minimizes the visual impact on, the architecture of the Building. Signs and plaques shall comply with all applicable laws and design reviews. To the extent possible, signs and plaques shall be secured in a manner that does no irreversible damage to the Building.

The removal of large cast stone cross from West façade is permitted and the infill of cross shaped openings in masonry to restore them to their original vertical opening is permitted.

Roof

New roof penetrations are acceptable if they are not visible from the ground. Rooftop mechanical equipment may be replaced with new equipment, assuming it is not visible from within fifty feet of Castle. Grantor may add a fall protection system with minimal visual impact, such as harness wire system installed along centerlines of roof. Future roof replacement may be membrane roof. Slate elements may be replaced with non-slate material, provided new material is approved by the grantee.

Exterior Lighting

Installation of modern, freestanding LED fixtures, as appropriate to maintain occupant safety or to provide general illumination of the Castle or its architectural features, and with approval of the Grantee, is permitted.

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

The replacement of windows to match the character of the historic windows is permitted, including the replacement of existing vinyl windows with wood windows to match the character of third floor windows. The use of alternative materials is allowed if they replicate the appearance of the original. Use of simulated divided lites and insulated glass is allowed if detailing is acceptable to grantee. Existing window screens and storm doors can be removed or replaced. Removal and replacement of damaged stone sills is permissible with in-kind material or an appropriate substitute material such as cast stone. The existing stained glass can be covered with clear glass or another transparent protective material. The removal of stained glass installed after 1936, and its replacement with clear glass windows similar to those in historic photos and in keeping with the historic character of the building, is permitted.

The removal of non-historic decorative window grilles is permitted. The replacement or removal of the porte cochere gate is permitted, provided it is stored on site upon removal. Replacement and addition of railings in an alternative design compatible with the historic character of the building, for purposes of code or aesthetic compatible with the historic character of the building is permitted.

Downspouts and Drainage

Additional downspouts can be added if required for proper drainage but must match existing size, color, and configuration. If not connected to underground drainage system, provide 4' concrete splash blocks.

PROTECTED INTERIOR FEATURES

Unless noted otherwise, the terms of the Deed of Easement as it relates to the interior of the Building are limited to those rooms identified as "Protected Interiors" on the building plans provided in Exhibit C. The Grantor understands the significance of the decorative materials and finishes in the Protected Interiors, and acknowledges that the long-term care and maintenance of these finishes are considered integral to the significance of the interior as a whole. The Grantee understands and acknowledges that encouraging the continued productive use of the interior in a cost-effective manner is a catalyzing factor in the establishment of this Deed of Easement. Therefore, the Grantor will favor future uses that do not require significant alterations to these finishes, while the Grantee will accept that certain alterations may be necessary, in accordance with the approval & notification procedures outlined in the Deed of Easement.

Protected Interiors will be left in their existing condition or may be modified for contemporary use while retaining historic elements to the greatest extent possible. This includes modifications required for code compliance. The overall room shapes may not be altered, although partitions no higher than eight feet and cubicles may be inserted within a room. Upgrading/supplementing of existing Mechanical, Plumbing, Electrical, and other building systems, as required to meet use needs and code requirements, is permitted provided plans are submitted for review & approval by Grantee prior to the commencement of work.

Reasonable alterations may be made to existing building entrances to accommodate handicapped accessibility and tenant needs, provided such alterations are compatible in materials and proportions with existing original building fabric.

Reasonable alterations may be made within the Protected Interiors on the first floor to provide an accessible restroom entered directly from the main corridor. The restroom proper may be built with contemporary materials and design, but alterations outside of the restroom will be compatible in materials and proportions with existing original building fabric. Loss of historic fabric should be minimized.

Work outside of the areas identified as "Protected Interiors" may be performed without notification to or approval from the Grantee. Grantor is encouraged, but not required, to reuse, retain on site, or salvage any historic elements within these non-protected areas.

New signage may be provided and any existing signage may be removed, consistent with the purposes listed above for exterior signage.

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

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

CASTLE EXTERIOR

1. Stonework & Masonry

Inspection Schedule: Once a year

Operation:

- a. Check for moist areas especially along gutter, downspouts and at grade level, cracks, crumbling material, loose pieces, missing mortar, efflorescence (white discoloration).
- b. Check where moisture is entering masonry and repair any leaks in roofing, cornice, flashing, down spouts, joints between masonry and other materials
- c. Reflash / recaulk leaking joints as required
- d. Retain original masonry and mortar, whenever possible, without the application of any surface treatment or covering. Repoint only those joints with loose or crumbling mortar. Infill holes and open cracks with mortar that matches surrounding in color, texture, and appearance. Repointing work shall be performed using methods agreeable to the Grantee, using mortar which matches original in color, texture, constituent composition, and workmanship. Joints shall maintain original width and be tooled to substantially match original finish. Mortar shall not be harder than surrounding masonry or original mortar.
- e. If significant cracks, surface spalling, or material deterioration is found, review condition of masonry with a registered architect, materials conservator, or restoration contractor experienced in evaluating masonry. Grantor shall cause work to be performed in accordance with consultant's recommendations approved by Grantee prior to start of work, and in accordance with the terms of this Deed.
- f. Masonry shall not be cleaned except in accord with a proposal submitted to and approved by Grantee prior to start of work. Such cleaning shall be done with materials and techniques which will not damage masonry. Sandblasting, wire brushes, grinders, sanding discs, or other abrasive methods shall not be used, nor shall any harsh chemical which weakens the masonry be applied. Materials and techniques shall be selected based on results of test patches
- g. Snow removal materials which might damage masonry, e.g. salt, shall not be used on stoops or adjacent walls.

2. Metal Railings, Gates, and Grilles

Inspection Schedule: Once a year

Operation:

- a. Check for deteriorated paint, rust, moisture or physical damage and wear.
- b. Repair any loose joints, attachments, or hardware. Replace in kind any missing pieces or sections.
- c. Remove iron rust using materials and methods which will not accelerate pitting and corrosion of the metal. Prime and paint according to instructions below.

3. Roof

Inspection Schedule: Once a year

Operation:

- a. Check for worn, loose or missing slate shingles (on roof "walls") and replace as needed.
- b. Ensure functionality of drains and clear as necessary.
- c. Check for tears in the roofing material and other signs of infiltration.
- d. Repair leaks, weak areas, and loose attachments.
- e. Replace missing shingles in kind.

4. Flashing

Inspection Schedule: Once a year

Operation:

- a. Check for cracks, warps, distortions or weak areas, loose or damaged seams, and loose attachments.
- b. Check for loose, damaged or missing sections. Check masonry or woodwork underneath for moisture damage, especially at attachment points.
- c. Replace damaged or missing elements to match existing. Repair leaks and weak areas.
- d. Reattach to repaired substrate.
- e. Paint colors for flashing shall match adjacent construction.

5. Caulking

Inspection Schedule: Once a year

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

6. Gutters and Downspouts

Inspection Schedule: Twice a year (Spring and Fall)

Operation:

- a. Check for leaks and loose, missing, or clogged gutters and downspouts.
- b. Remove leaves and other debris in Spring and after leaf fall.
- c. Reattach loose downspouts, clear as needed, and repair leaks.
- d. Replace in kind missing pieces or elements. Any replacement sections shall match existing or be of a design, material, and installation similar to the historic era and architecture of the Building.

7. Woodwork (Cornices, Doors, Windows & Trim)

Inspection Schedule: Once a year

Operation:

- a. Check for moisture damage, warping, splitting and unsound joints, and missing pieces.
- b. If wood is decayed, determine source of moisture, stop leaks, and replace decayed wood to match original in dimension, species, finish and workmanship, and replace or repair damaged flashing.
- c. Repair unsound joints.
- d. Seal fine cracks with wood filler.
- e. Check putty for cracks or missing pieces. Reglaze where necessary.
- f. Prime and paint any new flashing, putty or other glazing materials.

8. Glass

Inspection Schedule: Once a year

Operation:

- a. Replace cracked or missing lights with glass to match, using tempered or other safety glass where required.
- b. Inspect stained glass for signs of bowing or missing glass and repair as necessary to prevent loss of glass or failure of weather seal.
- c. Replacement for art glass shall substantially match original. Replacement glass for other clear glass shall approximate original.

9. Exterior Light Fixtures

Inspection Schedule: Once a year

Operation:

- a. Check for deteriorated paint, rust, corrosion, moisture damage, and wear.
- b. Repair any loose joints, weak links, attachments or hardware and reattach when necessary.
- c. When metal finish deteriorates, restore to match original.
- d. When paint finish deteriorates, prepare and repaint per instructions below.
- e. Replace broken glass to match original.

10. Paint

Inspection Schedule: Once a year

Operation:

- a. Check for wear, bare spots, blistering, peeling, and mildew.
- b. Check where moisture is entering wood and stop leaks.
- c. Wash mildew with fungicide.
- d. Split blisters, scrape peeling areas, remove rust, and sand rough spots.
- e. Deteriorated paint finishes shall not be removed using sandblasting, open-flame burning methods, or rotary mechanical tools. If removal of existing paint down to bare wood or metal surfaces is proposed, submit proposal indicating methods and materials to, and for approval by, Grantee.
- f. Prime and paint (two finish coats) using materials compatible with the existing painted surfaces.
- g. For metals other than aluminum, scrape and wire brush deteriorated paint and rust from metal.
- h. Prime and paint bare metal using materials designed for the specific metal type.
- i. For significant protected painted finishes, apply a gentle surface cleaning using methods agreeable to the Grantee. Areas of blistering, peeling, and other minor damage are to remain, with removal only as approved by the Grantee.

11. Termites

Inspection Schedule: Once a year

Operation:

- a. Have a professional exterminator check once a year for termites and other wood damaging creatures. Treat if necessary.

12. Structural Elements

Inspection Schedule: Once a year

Operation:

- a. Check exposed exterior and interior surfaces of walls and foundations, with particular attention paid to areas of stairway, floor openings, wall openings, and changes in wall material. Check for cracks, collapsing, leaning or bulging areas, or other signs of uneven settlement, movement, or structural deterioration.
- b. Check interior wall surfaces at upper levels, with particular attention paid to joints. Check for cracks, crumbled plaster, gaps between finishes, or other signs of movement.
- c. Check exposed roof framing members for rotted, split, or cracked timbers. Check exposed masonry where timbers bear on walls for crumbling or gaps which indicate wall movement.
- d. If rotted timbers, significant cracks, or other signs of movement are observed, review structural condition of the building(s) with an engineer qualified to evaluate its condition in order to ensure that adequate safety standards and precautions are met. A report on the findings and any remedial actions shall be furnished to the Grantee. For any remedial action which will affect the appearance of the portions of the property included in this easement, Grantor may proceed without Grantee approval but shall make every reasonable effort to notify Grantee and to comply with any Grantee suggestions towards remedial actions compatible with the historic character of the property.

EXHIBIT B.IV – MINIMUM MAINTENANCE PROGRAM: PROTECTED INTERIORS
for a preservation easement for the
CASTLE AT MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA

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

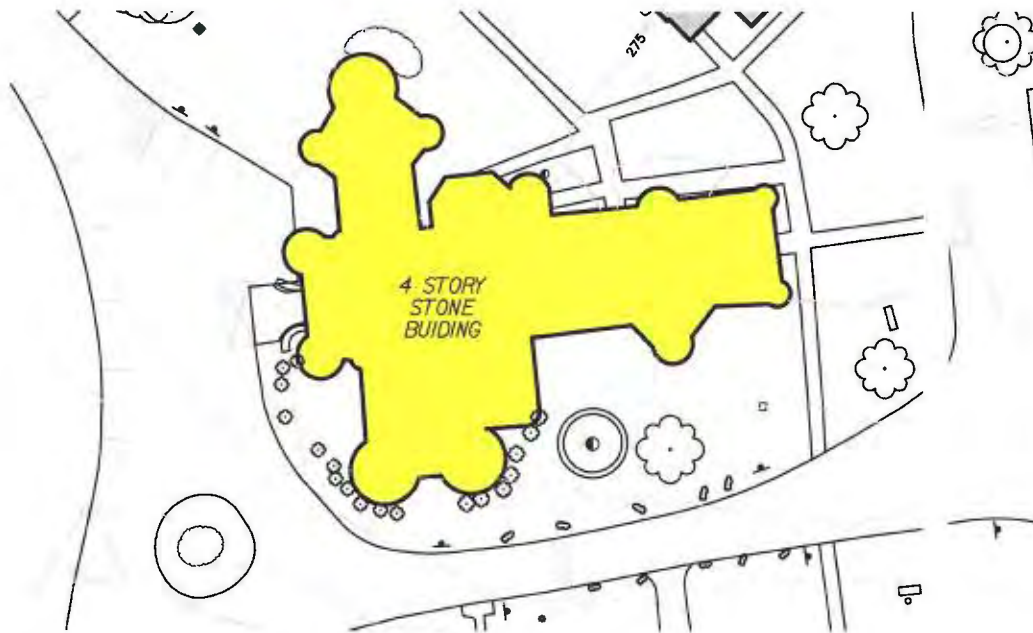
This Maintenance Program for the Protected Interiors encompasses those finishes and fixtures which date from the Mattison period. It is the intent of this Easement that the Protected Interiors be maintained in a manner to allow those spaces to convey their historic character. It is the intention of this easement that materials which are from the Mattison period, are readily visible, and are agreed to be significant to the historic character of the room are to be left in place.

Unless otherwise approved by the Grantee, the following minimum maintenance procedures shall apply:

1. GENERAL PRINCIPLES for Maintenance of Features in Protected Interiors. Special consideration should be given to the custodial care of the materials and finishes of the Protected Interiors. In general, the mildest workable non-abrasive dry cleaning processes (e.g., dusting, polishing, vacuuming) are preferable to wet cleaning methods. Clean only when a useful purpose is served. New cleaning methods are to be tested on a small, inconspicuous location prior to being employed throughout.
2. Refinishing of historic materials shall be done with materials appropriate to the historic material, shall be applied in a manner consistent with manufacturer's instructions, and shall not significantly alter the historic character of the space. When refinishing painted, stained, varnished or shellacked woodwork, use only stripping, priming, and finish products suitable for interior woodwork, and adhere to manufacturer's specifications. Mechanical abrasive methods should not be used to remove old finishes.
3. Inspect historic materials annually for deterioration, cracks, efflorescence, and, especially, moisture. Eliminate sources of moisture or structural movement. If examination behind walls or above ceilings is necessary, such examinations should limit the destruction of original material to the greatest extent possible.
4. If historic materials are damaged, the cause of such damage shall be addressed and the damaged areas shall be stabilized against further deterioration. If damage requires the repair of historic material, repair of existing material is encouraged. If damage requires removal of historic material, replacement in-kind is encouraged, but patching with a compatible material discretely installed is acceptable.

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

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



Plot Plan: Lindenwold is a 45 acre property located at 701 S. Bethlehem Pike, Ambler, PA, situated at the western edge of Upper Dublin Township. Originally 400 acres, it was acquired by Dr. Richard V. Mattison, owner of the Kearsby & Mattison Company in Amber, PA in 1888. The original main residential section of the property was built between 1888 and 1912.

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



West Elevation: The building is designed in a castellated Norman Revival style and is clad in random-coursed ashlar blocks of quarry-faced fieldstone. Its shallow-pitched hipped roof sits behind tall crenellated walls. The building's primary elevation faces west, dominated by a central four-story tower bracketed by two corner turrets. A recessed porch occupies the tower's base, set behind a wide central archway. Three-story side wings flank the central tower, each featuring prominent corner turrets. An arched *porte cochere* runs through the south wing immediately adjacent to the central tower, and a two-sided prow bay projects outward between the *porte cochere* and southwest corner turret. The prow bay also features a slender, blind turret at its corner. A raised patio runs from the central tower to the northwest corner turret.

The entire roofline, including turrets, is crowned in a corbelled arcature band and battlement. A thin stone belt course runs continuously above the third floor. Slender blind lancet niches and Greek cross insets decorate the central and corner towers below their respective cornices.

Windows on the west elevation are primarily double-hung wood sashes in either rectangular or segmental arched openings with sandstone sills. Ground-floor, fourth-floor, and all corner turret windows are one-over-one sashes, with curved glass in the corner turret windows. The remaining second and third floor windows feature Queen Anne-style divided-light upper sashes. The second-floor window in the central tower features a wide leaded and stained glass panel flanked by single-hung leaded and stained glass sidelights. The 4th floor windows are vinyl.

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



West Elevation Details:

(Top): The main entrance is located along the back wall of a semi-enclosed porch accessed by a set of stone steps. Splayed sidewalls feature limestone coping and decorative globes.

(Right): Ornate wrought-iron sconces flank the porch's arched entryway. Mortar joints are beaded across the west elevation, along with portions of the north and south elevations.



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



West Elevation Details:

(Top): The double-leaf, wood and glass doorway is topped by a rectangular transom light. The rear porch wall also features a pair of double-hung windows behind decorative wrought iron screens. The southern window is one-over-two; the northern window is one-over-one. The porch ceiling is painted wood with exposed painted beams; the porch floor is painted wood. One hanging pendant fixture and two ceiling-mounted fixtures light the porch.

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



Exhibit C-5
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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



West Elevation Details: An arched doorway connects porch to a raised, open patio to its north. The doorway features a glazed fanlight transom and glass block sidelights in wood frames, but no central leaf. The patio features a concrete floor and a low stone-capped perimeter wall.



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



South Elevation: Behind the primary west elevation, the building extends eastward in a series of rear wings arranged in a roughly T-shaped plan. The general massing, materials, cornice, and fenestration patterns of the main elevation are repeated on the sides and rear. Two corner turrets with raised crowns dominate the composition, which steps back and down to a long rear ell roughly at the mid-section of the building. The mortar joints of the rear ell are flat, giving the stonework a rougher appearance than the front portions of the structure.

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



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



South Elevation Details:

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

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



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

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



North Elevation: The north-facing portions of the building's rear wings continue the basic materials and proportions of the south elevation, but are differentiated in massing. The northern arm of the front "T" recedes for one bay at a 45-degree angle between the northwest corner turret and a second blind turret adjacent to the *porte-cochere*. The long rear ell features a three-faced angled bay, an engaged two-story circular turret, and a semicircular bay interspersed between an informal grid of rectangular and segmental arched window openings.

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

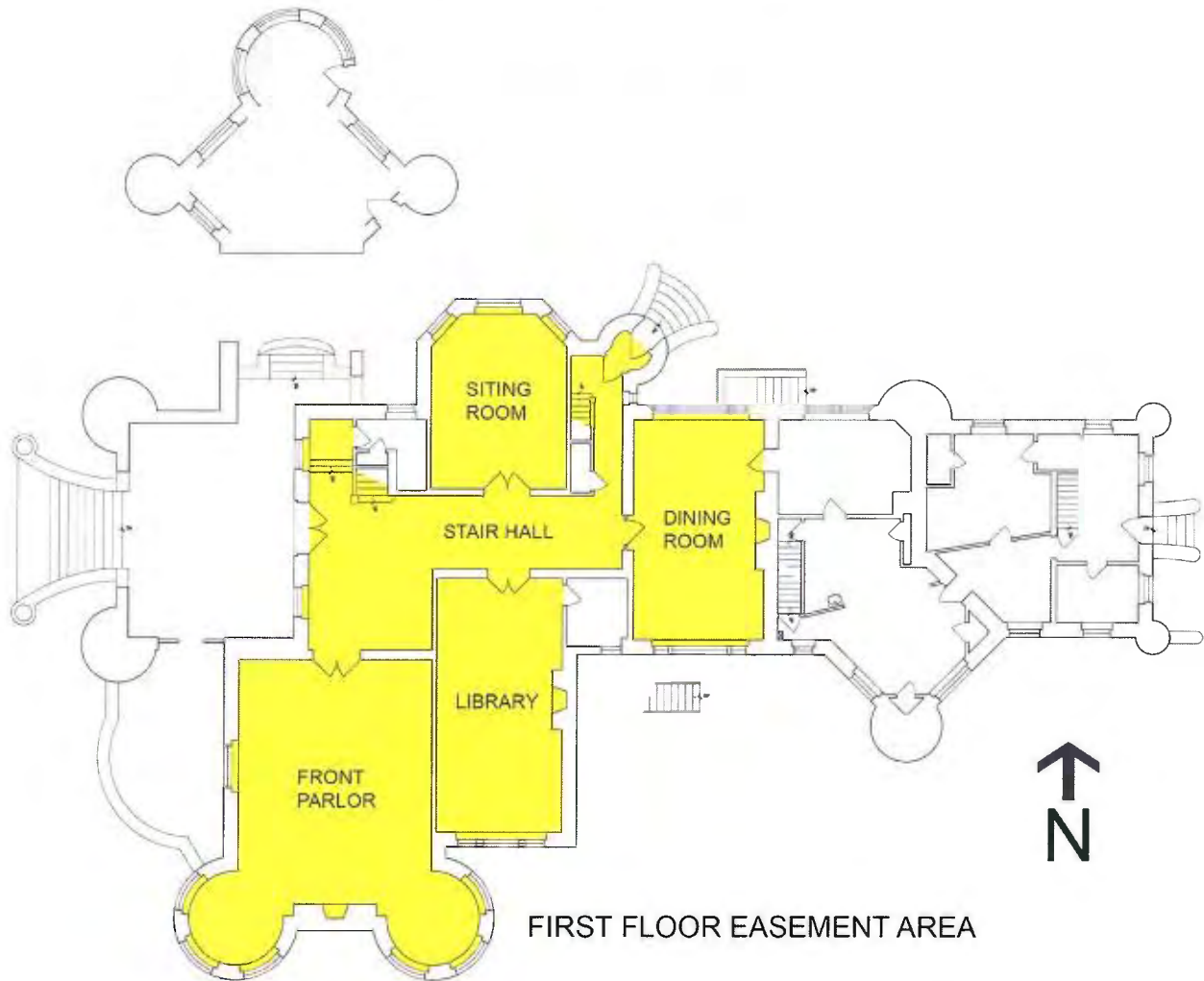


North Elevation Details:

(Left): The two-story engaged turret features a rear entryway accessed by radial stone steps. The door is a single wood and glass leaf.

(Right): A slender bay located between the front wing and middle projecting bay features a multi-pane stained-glass window.

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



As a general rule, the protected elements of the interiors include the surface of walls, ceilings and floors, the volumes of space defined thereby, and the architectural elements, including, but not limited to, the fireplaces, doors and their hardware and ornaments known to date to the Mattison era. No furniture, rugs or other décor not affixed to the walls are protected elements of this easement. Whenever possible, elements known not to date to the Mattison era are identified in the photo captions, but this does not imply that all other materials are original.

Interior plans: Stampfl Architects

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



First floor stair hall:

Facing west (top), facing east (bottom): The building's main entry opens into a front stair hall and double-loaded central corridor. The space features wood floors with mahogany inlaid borders, flat plaster ceilings with exposed wood beams, paneled wainscoting with composition ornament, and wallpapered walls. Two chandeliers light the space. Wallpaper and light fixtures are not known to date to the Mattison era and are not protected elements of this easement.

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



First floor stair hall:

Facing northeast (top), facing southeast (bottom): The open staircase dominates the space; elaborate carved wood and composition ornament panels enliven the newel post, stringer panels, and landing wainscoting. A sunken landing to the north features a tall wood-framed mirror and opens to a powder room under the stairs. To the south, a tall pair of paneled doors leads to the adjacent front parlor. Wallpaper and light fixtures are not known to date to the Mattison era and are not protected elements of this easement.

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



First floor stair hall details:

(Left) The paneled wainscoting features Greek cross motifs and foliated bands of composition ornament featuring medallions with busts.

(Right) Original wall stencils survive in at least one location. The condition of walls beneath the current wallpaper is unknown.

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



First floor stair hall, rear stairs:

Facing north (left); facing south (right): The central stair hall corridor terminates in a rear ell that accesses a secondary stairwell. The stairs feature spiral-turned balusters and newel post. The stair treads are original diamond-patterned linoleum. Adjacent to the stair landing is a secondary entryway.

Exhibit C-16
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor front parlor:

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

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



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

Exhibit C-18
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor front parlor details:

(Left) Typical wall detail. Original textured wallpaper within each framed bay has been covered in white paint.

(Right) Pan-headed sconce detail. Wall sconces appear to be original and are protected elements.

Exhibit C-19
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor sitting room:

Facing northeast (top), facing northwest (bottom): The sitting room stands to the north of the central stair hall corridor. It features a projecting bay along its north wall lit by three exterior windows. A mahogany-framed, mirrored, green granite mantle stands along the east wall. The hardwood floors feature an inlaid perimeter border; the ceiling is ornately painted with gilded floral and figural patters. An ornately-painted cove molding marks the transition between the (non-original) wallpapered. plaster walls and the ceiling. A hanging globe pendant fixture lights the space. The pendant and wallpaper are not known to date to the Mattison era and are not protected elements of this easement.

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



First floor sitting room details:
(Top) Painted ceiling and south wall detail
(Right) Mantle detail. Note section of damaged/patched wall and cove molding to the south of the mantle.



Exhibit C-21
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor library:

Facing southwest (top); facing northeast (bottom): The library stands to the south of the central stair hall corridor. Ornate glass-doored book cases line the long east and west walls; the south end wall features three exterior windows. The ceiling features painted panels set between wood frames, with a cove transition between ceiling and walls. A mirrored mahogany and granite fireplace mantle is centered along the east wall. Floors are hardwood. An ornate gilded chandelier (not original) is suspended from the oval-shaped central ceiling panel, and sconces flank the hallway door along the north wall. The wallpaper and chandelier are not believed to date to the Mattison era and are not protected elements of this easement.

Exhibit C-22
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
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First floor library details:
(Top) Painted ceiling panel detail.
(Right) Book case detail



Exhibit C-23
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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

(Bottom right) Sconce detail.

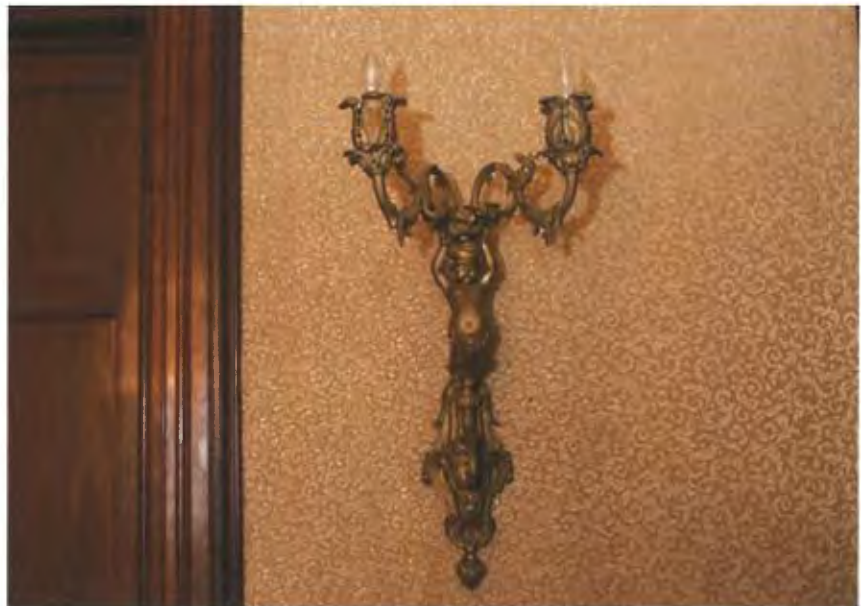


Exhibit C-24
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor dining room:

Facing northeast: The dining room stands to the east of the central stair hall corridor. It features basket-weave parquet floors with elaborate inlaid perimeter borders, painted ceiling panels, and hand painted wallpapered walls above paneled wood wainscoting. Stained glass windows light the north and south walls, and a mahogany and tile fireplace mantle dominates the east wall. Chandelier and wallpaper are not believed to date to the Mattison era and are not protected elements of this easement.

Exhibit C-25
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor dining room:

Facing east (top); facing southwest (bottom): A globed chandelier is suspended from the central ceiling panel. The fireplace surround is clad in glazed ceramic tile. Wallpaper has been removed from a large section of the west wall. Chandelier and wallpaper are not believed to date to the Mattison era and are protected elements of this easement.

Exhibit C-26
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First floor dining room details:

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

(Bottom) Fireplace mantel detail with faience tiles.

Exhibit C-27
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



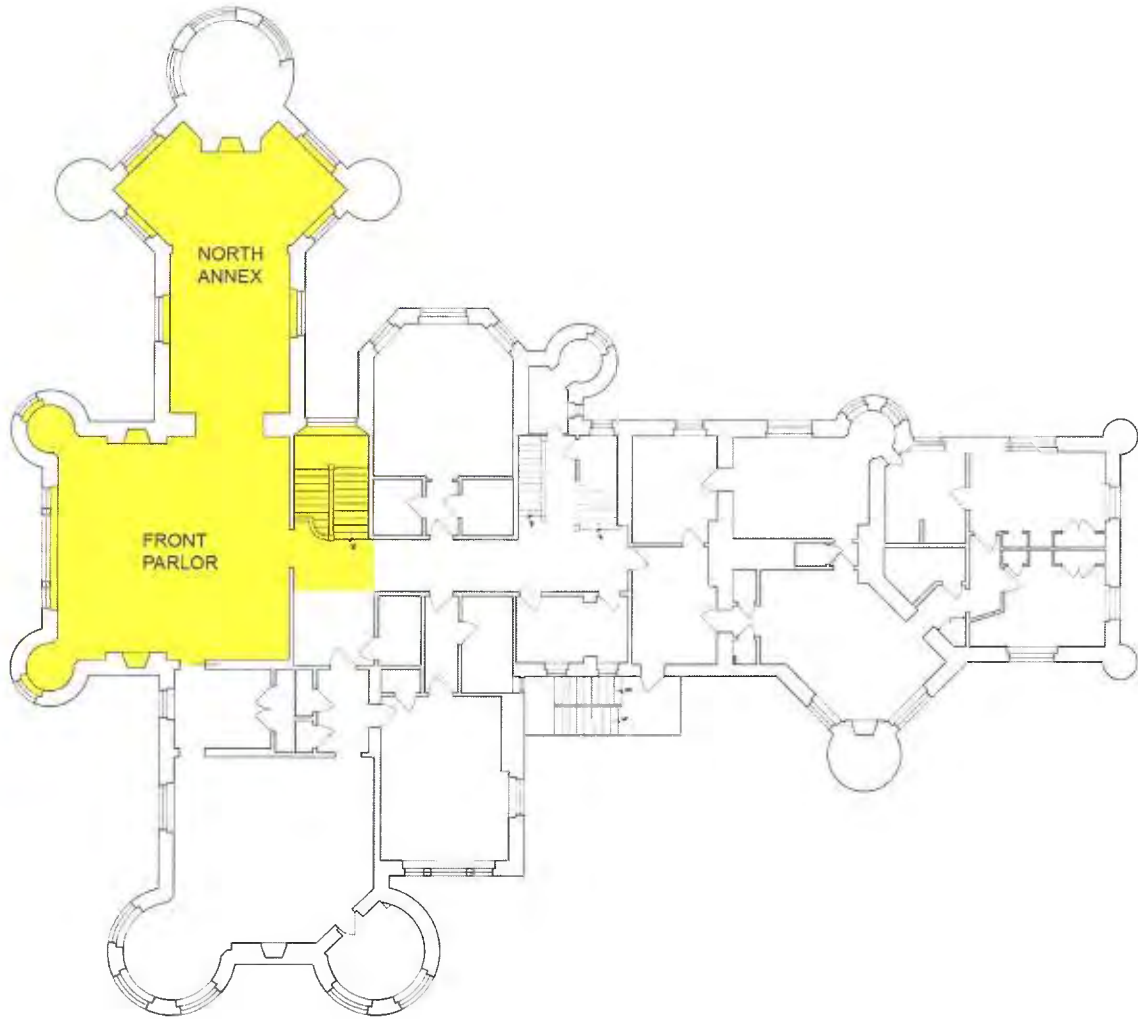
First floor dining room details:
(Top) South stained glass windows.
(Bottom) North stained glass windows.

Exhibit C-28
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



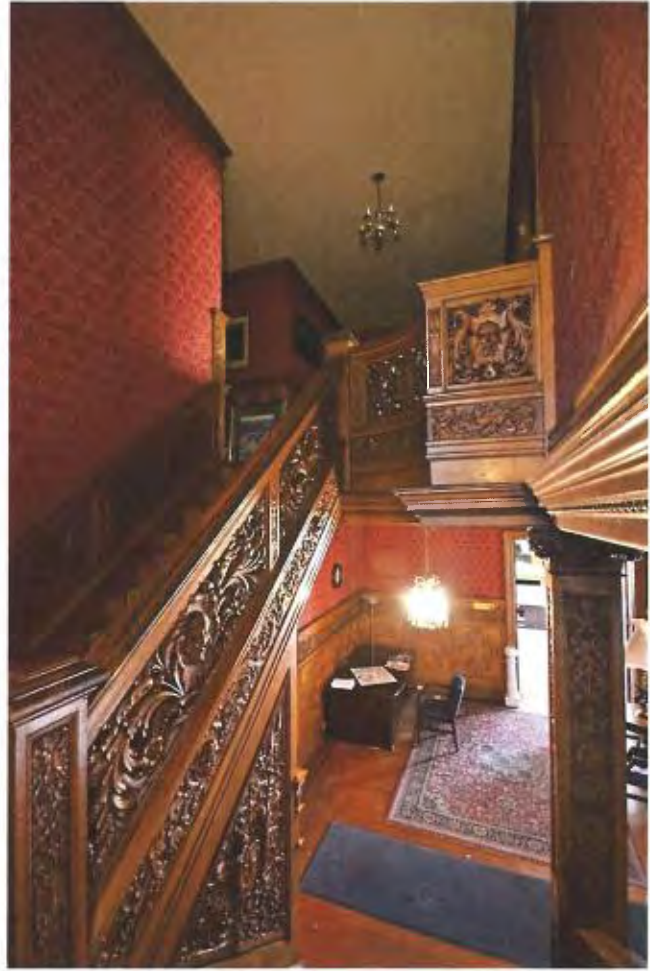
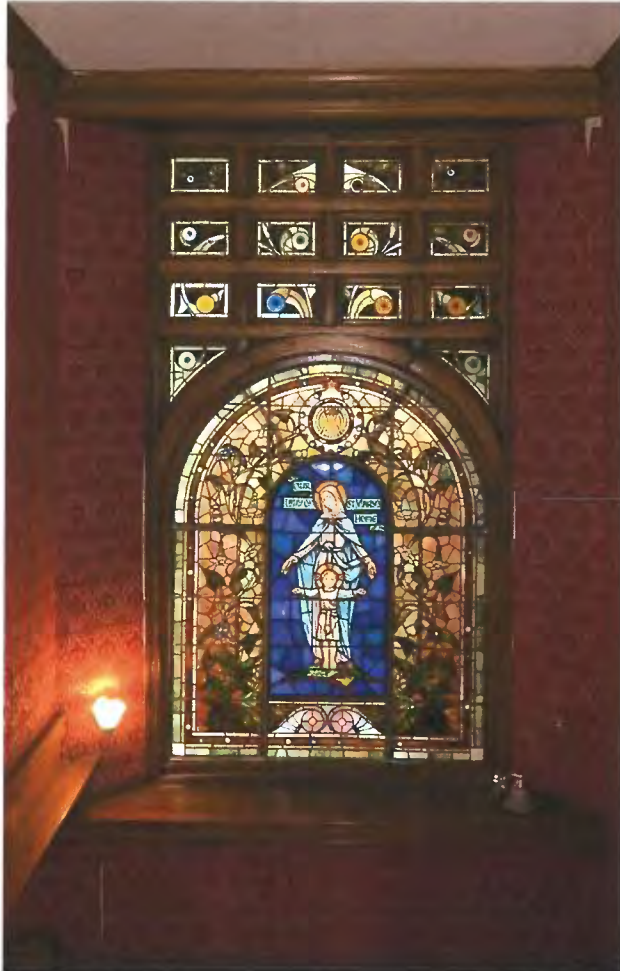
First floor dining room details: Ceiling detail, facing north. Chandelier is not believed to date to the Mattison era and is not a protected element of this easement.

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



Interior plans: Stampfl Architects

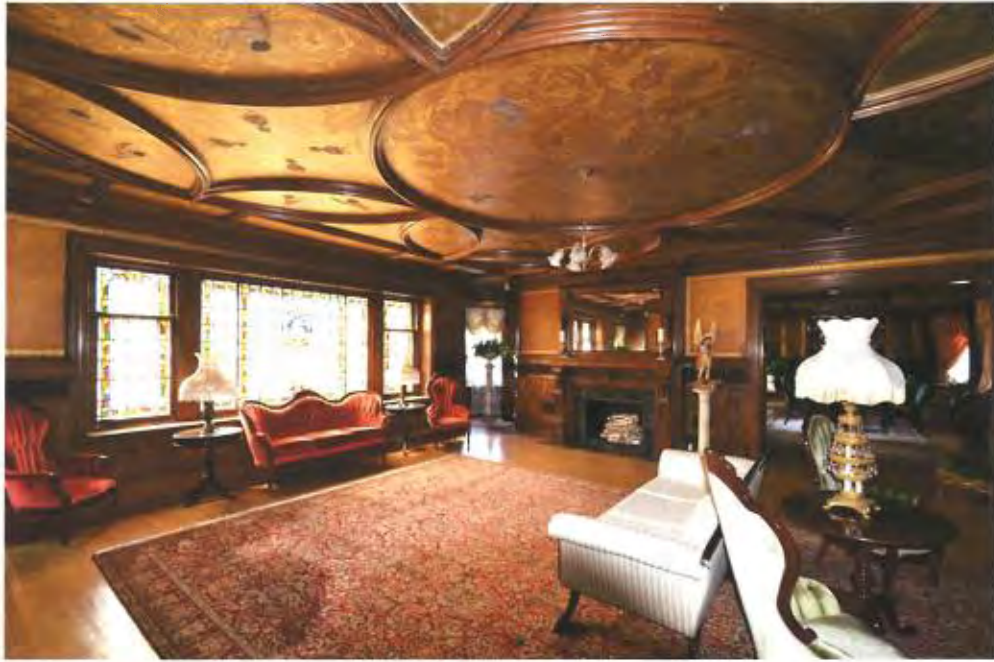
Exhibit C-30
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



First/second floor main stairwell and landing:

Facing north (top); facing southeast (bottom): The main stairwell features a stained glass window at the landing between the first and second floor. The center portion of the window, featuring religious iconography, is a later alteration. The stain stringers, wainscoting, newel posts, and railings feature elaborate carved wood and composition ornament details. Wallpaper and light fixtures are not believed to date to the Mattison era and are not protected elements of this easement.

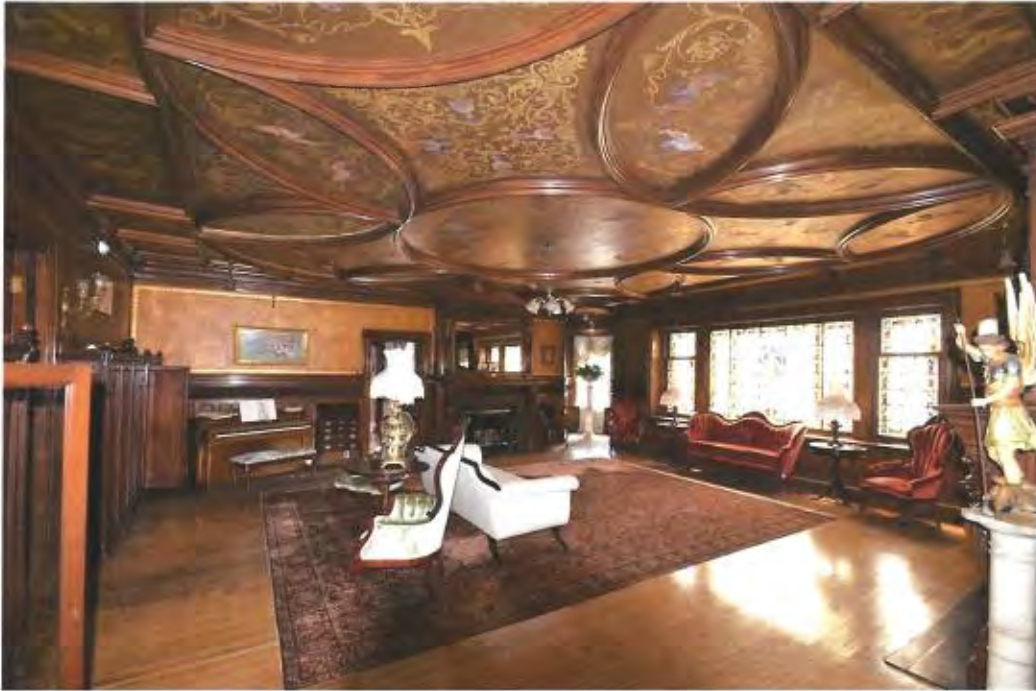
Exhibit C-31
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Second floor front parlor:

Facing northwest (top); facing northeast (bottom): The front parlor stands to the west of the second-floor stair hall. It features a painted, paneled ceiling, hardwood floors with inlaid borders, and paneled wood and composition ornament wainscoting. A wide stained glass window dominates the west wall; the room's northwest and southwest corners feature small turret alcoves. Matching fireplace mantles occupy the north and south walls. The east wall is lined with built-in cabinets. An open threshold to the north leads to a north annex space. Light fixtures do not date to the Mattison era and are not protected elements of this easement.

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



Second floor front parlor:
Facing southwest (top); facing southeast (bottom) Light fixtures do not date to the Mattison era and are not protected elements of this easement.

Exhibit C-33
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



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

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



Exhibit C-34
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Second floor front parlor details:

(Top) Leaded and stained glass window detail, west wall. Stained glass window is not known to date to the Mattison era and is not a protected element of this easement.

(Bottom) Inlaid border detail

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



Second floor front parlor details:

(Top) Painted ceiling detail

(Right) Threshold between front parlor and north annex.

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



Exhibit C-36
for a Preservation Easement: Mattison Estate Castle
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Second floor north annex:

Facing north (top); facing south (bottom): The north annex is composed of a long gallery with a large diamond-shaped alcove at its northern terminus. The gallery is lit by exterior windows along its east and west walls. The detailing of the walls, floors, and ceiling are continued from the adjacent parlor, though the ceiling also features cove moldings. Thresholds mark the transition between the gallery, alcove and parlor. Light fixtures do not date to the Mattison era and are not protected elements of this easement.

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



Second floor north annex:

(Top) North alcove facing northwest: The north alcove features exterior windows facing northwest, northeast, southeast, and southwest, with a fireplace mantle dominating the north wall. The mahogany mantle features glazed faience tiles.

(Bottom) Mantle detail

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

EXHIBIT D

Proposed Development Plan

BOHLER ENGINEERING

1000 S. 10th Street, Suite 200
 Helena, MT 59601
 Phone: (406) 328-1111
 Fax: (406) 328-1112
 Email: info@bohlereng.com
 Website: www.bohlereng.com

REVISIONS

NO.	DATE	DESCRIPTION

CALL BEFORE YOU DIG

800-4-A-DIG
 1-800-4-A-DIG
 1-800-4-A-DIG

NOT APPROVED FOR CONSTRUCTION

DATE: 08/14/2013
 TIME: 10:00 AM
 BY: [Signature]

PRELIMINARY/PROVINCIAL LAND DEVELOPMENT PLAN

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC
 101 S. BETHPERDRE, MONTGOMERY COUNTY, PA

BOHLER ENGINEERING

1000 S. 10th Street, Suite 200
 Helena, MT 59601
 Phone: (406) 328-1111
 Fax: (406) 328-1112
 Email: info@bohlereng.com
 Website: www.bohlereng.com

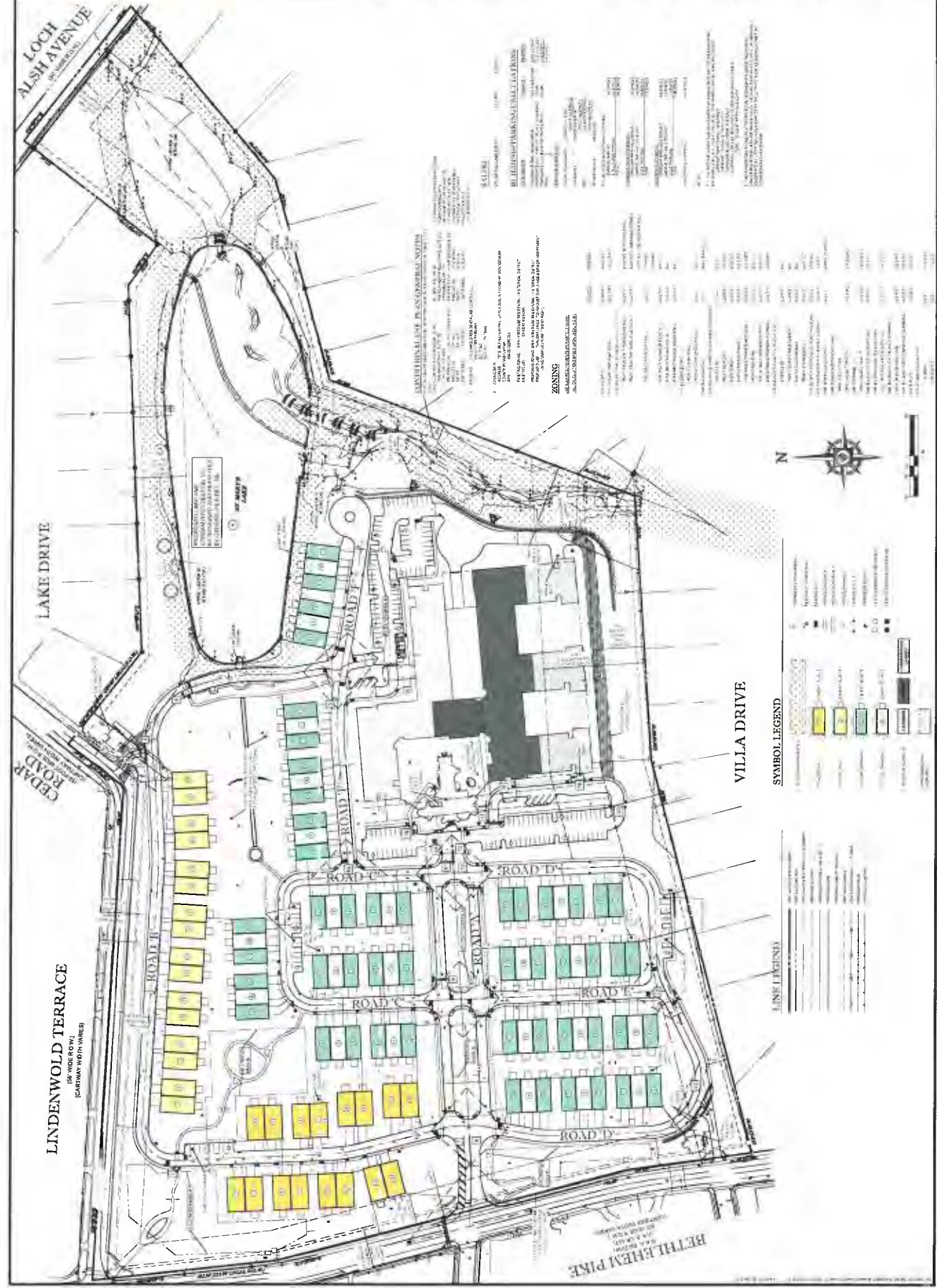
E.A. BRITZ

REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 11111

OVERALL SITE PLAN

3

DATE: 08/14/2013



LINDENWOLD TERRACE
 18' wide ROW;
 10' PARKING ROW WIDEN

SYMBOL LEGEND

LINK LEGEND



GENERAL NOTES

1. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY. THE ENGINEER HAS NOT INVESTIGATED THE DEPTH OR EXACT LOCATION OF UTILITIES.

2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

4. THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AND STRUCTURES IN GOOD REPAIR AND CONDITION.

5. THE DEVELOPER SHALL MAINTAIN ALL RECORD PLANS AND AS-BUILT DRAWINGS.

6. THE DEVELOPER SHALL MAINTAIN ALL RECORD PLANS AND AS-BUILT DRAWINGS.

7. THE DEVELOPER SHALL MAINTAIN ALL RECORD PLANS AND AS-BUILT DRAWINGS.

8. THE DEVELOPER SHALL MAINTAIN ALL RECORD PLANS AND AS-BUILT DRAWINGS.

9. THE DEVELOPER SHALL MAINTAIN ALL RECORD PLANS AND AS-BUILT DRAWINGS.

10. THE DEVELOPER SHALL MAINTAIN ALL RECORD PLANS AND AS-BUILT DRAWINGS.

ZONING

RESIDENTIAL SINGLE-FAMILY (RS)
 Single detached dwellings, one unit per lot, with a minimum lot area of 10,000 square feet and a minimum front setback of 25 feet.

RESIDENTIAL MEDIUM-DENSITY (RM)
 Single detached dwellings, one unit per lot, with a minimum lot area of 5,000 square feet and a minimum front setback of 15 feet.

RESIDENTIAL HIGH-DENSITY (RH)
 Single detached dwellings, one unit per lot, with a minimum lot area of 2,500 square feet and a minimum front setback of 10 feet.

Exhibit E

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is entered into as of the ___ day of _____, 2018, by and among **LINDENWOLD RESIDENTIAL ASSOCIATES, LLC**, a Pennsylvania limited liability company, having an address at P.O. Box 845, Bensalem, PA 19020 (“Grantor”), **THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**, a Pennsylvania not-for-profit corporation, having an address at 1608 Walnut Street, Suite 1702, Philadelphia, PA 19103 (“Grantee”), and _____, a _____, having an address at _____ (the “Escrow Agent”).

WITNESSETH:

WHEREAS, simultaneously with the execution of this Agreement, Grantor and Grantee have entered into The Preservation Alliance for Greater Philadelphia Deed of Preservation Easement for the Castle at Mattison Estate/St. Mary’s Villa (the “Easement”) with respect to the Initial Restoration and Minimum Maintenance Program with respect to the Building (all as defined in the Easement) located on property in Upper Dublin Township, Montgomery County, Pennsylvania as more particularly described in Exhibit A of the Easement. Capitalized terms not otherwise defined herein shall have the definitions set forth in the Easement.

WHEREAS, as provided in the Easement, Grantor has delivered to Escrow Agent the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) (the “Initial Deposit”; the Initial Deposit, together with any future deposits and all earnings thereon, is referred to herein as the “Escrow Funds”).

WHEREAS, Escrow Funds shall be held by Escrow Agent and disbursed in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. All interest or other earnings accruing on the Escrow Funds shall be added to the Escrow Funds and distributed in accordance with the terms of this Agreement.

2. The Escrow Funds shall be invested in such securities or instruments mutually selected by the parties or, in the absence of such agreement, deposited in a federally insured money market account with a bank selected by Grantee and controlled by Escrow Agent. In the event that the Escrow Funds have been invested in securities designated by the parties or an interest-bearing account, Escrow Agent will not be liable for any loss or impairment of the Escrow Funds not due to Escrow Agent’s willful misconduct.

3. The duties of Escrow Agent are only as herein specifically provided, and are purely ministerial in nature, and Escrow Agent shall not incur any liability whatsoever except for willful misconduct or gross negligence.

4. Grantor and Grantee each hereby release and indemnify Escrow Agent from and against any act done or omitted to be done by Escrow Agent in the performance of its duties hereunder, including any mistake of fact or error of judgment, except to the extent any act or omission constitutes willful misconduct or gross negligence. Subject to the preceding sentence, Escrow Agent shall be indemnified and held harmless by Grantor and Grantee, jointly and severally, with respect to all costs and expenses incurred by the Escrow Agent, including, but not limited to, reasonable attorney's fees.

5. Escrow Agent is acting as a stakeholder only with respect to the Escrow Funds. If there is any dispute as to whether Escrow Agent is obligated to deliver the Escrow Funds, or any portion thereof, or as to whom it is to be delivered, Escrow Agent shall not be required to make any delivery, but in such event Escrow Agent may hold the same until receipt by Escrow Agent of an authorization in writing, signed by all of the parties having any interest in such dispute, directing the disposition of the Escrow Funds, or until the final determination of the rights of the parties in an appropriate proceeding.

6. In the event that Grantee becomes entitled to disbursement of a portion of the Escrow Funds pursuant to the Easement, Grantee shall provide notice to Escrow Agent, with a copy to Grantor, of the disbursement that it requires in order to remedy Grantor's failure to comply with the Minimum Maintenance Program. Ten (10) days following receipt of Grantee's request, Escrow Agent shall disburse the portion of the Escrow Funds requested to Grantee and provide notice of such disbursement to Grantor.

7. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and it may assume that any person purporting to give any notice or make any statement in connection with the provisions hereof has been duly authorized to do so.

8. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to principle of conflicts of laws.

10. Escrow Agent shall not be responsible for any failure of Grantee or Grantor to comply with covenants contained in this Escrow Agreement, or any other agreement involved in the transactions contemplated thereby. Escrow Agent shall not be responsible for inquiring into or resolving any controversy between Grantor and Grantee.

11. All notices and other communications hereunder shall be sufficient if in writing and delivered personally or if sent by telecopier, telex, facsimile machine, overnight delivery, or certified mail, return receipt requested, to the parties at the addresses set forth below or at such other addresses as a party may designate to the other parties in writing.

GRANTOR: Lindenwold Residential Associates, LLC
c/o Aquinas Realty Partners, LLC
P.O. Box 845
Bensalem, PA 19020
Telephone: (610) 585-7031
E-mail: lponcia@aquinasrealty.com
Attn: Leonard S. Poncia

GRANTEE: The Preservation Alliance for Greater Philadelphia
1608 Walnut Street
Suite 1702
Philadelphia, PA 19103
Telephone:
E-mail:
Attn:

ESCROW AGENT:

Notices delivered personally or by overnight delivery shall be effective upon delivery. Notices properly addressed and delivered by mail, return receipt requested, shall be effective upon deposit with the United States Postal Service. Notices sent by telecopier, telex, or facsimile machine shall be effective upon confirmation of transmission.

12. Grantee and Grantor acting together shall have the right to remove and replace any Escrow Agent.

13. Grantee and Grantor consent to the in personam jurisdiction of the courts of the Commonwealth of Pennsylvania and the United States District Court for the Eastern District of Pennsylvania in connection with any claim, dispute, or interpleader action arising under or in connection with this Escrow Agreement, or any other instrument or document delivered hereunder.

14. If any term or provision of this Escrow Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Escrow Agreement, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Escrow Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

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

GRANTOR:

GRANTEE:

LINDENWOLD RESIDENTIAL
ASSOCIATES, LLC

THE PRESERVATION ALLIANCE
FOR GREATER PHILADELPHIA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT:

By: _____
Name:
Title:

EXHIBIT F

**THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT FOR
MATTISON ESTATE/ST. MARY'S VILLA SITE RESOURCES**

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

For

MATTISON ESTATE / ST. MARY'S VILLA SITE RESOURCES

This Deed of Preservation Easement (the "Easement") is made this ____ day of _____ 2018, by **DUBLIN VILLA DEVELOPMENT**, a Pennsylvania limited liability company (the "Grantor"), and **THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**, a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania (the "Grantee").

Background

A. Grantor has legal and equitable fee simple title to the parcel of land and improvements subdivided and identified as Parcel 1 from the larger parcel known as St. Mary's Villa, located at 701 S. Bethlehem Pike, Ambler. Parcel 1 is more particularly described and depicted in Exhibit A attached hereto and part hereof (the "Property")

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

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

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

E. Gatehouse on Lindenwold Terrace at Cedar Road and Gatehouse on Bethlehem Pike across from Church Street are both considered contributing resources on the site dating to the Mattison era period of significance and will be protected in separate easement agreements and are therefore excluded from this document.

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

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

H. The donation of the Easement to Grantee will further Grantee's goal of fostering the conservation of the region's heritage of historically significant structures with aesthetic, architectural, scenic and/or open space values.

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

J. The grant of this Easement will impose restrictions on the development and maintenance of the Site Resources in perpetuity (unless indicated otherwise below) and will impose on Grantor and subsequent owners certain continuing maintenance obligations affecting the Site Resources. The grant of the Easement will give Grantee and any subsequent holder of the Easement the right to enforce the terms and conditions of this Easement forever.

K. Grantor desires to grant to Grantee, and Grantee desires to accept, the Easement on terms and conditions set forth below.

TERMS AND CONDITIONS

Intending to be legally bound hereby, in consideration of the mutual promises herein contained, and in further consideration of other good and valuable consideration paid by Grantor to Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree and declare as follows:

1. Term and Grant.

Grantor hereby grants and conveys to Grantee an estate, interest and easement in the Site Resources as described in Exhibit C, for the preservation of historic, architectural values of the nature and character and to the extent set forth in this Easement, to constitute a servitude and covenant upon the Site Resources, running with the land for the benefit of and enforceable by Grantee, to have and to hold the said estate, interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses forever.

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

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

a. Without the prior written consent of Grantee, Grantor shall not cause, permit or suffer any construction, alteration, remodeling, decoration, demolition, dismantling, destruction, or other activity which would affect or alter in any material way the appearance of the Site Resources, as described in Exhibit C, except as specifically required herein pursuant to Exhibit B I & Exhibit E and/or authorized pursuant to Paragraph 7(b) hereof.

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

c. Grantor shall not cause, permit or suffer the removal of any of the original or historic Site Features described in Exhibit C, unless consistent with the preservation and conservation objectives of this Easement and with the prior written permission of Grantee, except when the replacement of those elements is required because of imminent danger to the site, to comply with applicable codes, or if a response to the request for approval is not provided within 30 calendar days.

d. Under the terms of this Deed of Easement, the scope is limited to elements which are known to date from the Mattison period (c.1888-1936).

e. Grantor shall permit Grantee access to the Site at such reasonable times and upon reasonable prior notice as Grantee may request for the purpose of examining and testing of all structural portions of the Site, the materials and elements of the Site and such portions of the Site as are subject to the Easement.

f. Grantor acknowledges that the setting in which the Site Resources are located, including the scale, design, massing and materials of existing and new buildings or development on the site, affects the historic value of the Site and that Grantee's interest in an appropriate setting is as direct, substantial and immediate as Grantor's interest. The Grantor authorizes Grantee to protect Grantee's interest, through advocacy or litigation, in any federal, state or local board, commission, council, court or agency for appropriate preservation of existing buildings or features and/or for appropriate new development in the nearby area, except for a proposed development consistent with the development plans submitted to Upper Dublin Township on [insert date here], or revised versions of these plans as accepted by the Township, so long as the revisions do not significantly alter the impact on the Site Resources.

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

3. Existing Conditions, Initial Level of Preservation, Alterations and Preservation Objectives.

a. Exhibit B-I, entitled Initial Restoration, indicates the required work, if any, necessary to be done on the Site Resources prior to the completion of development project (defined as the work indicated on the Land Development Plan dated September 15, 2017 or as otherwise scheduled therein (the "Initial Restoration"). Exhibit E, entitled Memorandum of

Agreement Between the United States Army Corps of Engineers And The Pennsylvania State Historic Preservation Officer And Lindenwold Residential Associates LLC – indicates the proposed reduction of St. Mary’s Villa Lake and the restoration of the stream channel on the Site.

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

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

d. Exhibit B-II sets forth permitted future restoration and permitted alterations to the Site Resources, however future alterations will not be limited solely to those set forth and described in Exhibit B-I, B-II & Exhibit E.

4. Rights of Grantee if Site Resources Destroyed.

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

a. if partially destroyed or damaged to such an extent or of such nature that the appearance of the Site Resources are altered from their appearance in the photographs, plans and specifications referred to in Paragraph 3 above, but are not totally destroyed in the reasonable judgment of Grantor and Grantee, then Grantor shall, as promptly as is practicable, restore the Site Resources to a condition so that the appearance is restored, as nearly as possible, to that shown in such photographs, plans and specifications; provided, however, that Grantor shall not be required to expend more than the proceeds of insurance received by Grantor on restorations required by this Subparagraph. In addition, Grantor and Grantee, after consultation with each other, may agree upon such other restoration that is consistent with the architectural character, including height, bulk, mass, materials and colors, and landscape character, of the remainder of the Site Resources. If Grantor and Grantee cannot agree as to whether the Site Resources are totally destroyed, or as to appropriate restoration, Grantor may request mediation by a third-party chosen by mutual agreement between Grantor and Grantee, provided that the mediator shall be experienced in historic preservation and directed that any restoration be consistent with the Secretary of the Interior's Standards for Rehabilitation; and

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

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

5. Remedies of Grantee.

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

6. Assignment, Successors and Assigns.

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

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

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

7. Reservation.

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

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

8. Acceptance.

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

9. Grantor's Insurance.

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

10. Release and Indemnification.

Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents, and employees, and shall defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages,

penalties, claim, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of by reason of (a) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein; or (b) any act or omission of Grantor; or (c) any loss of life, personal injury and or damages to property occurring in or around the Site Resources except to the extent caused by the gross negligence or willful misconduct of the Grantee or its agents.

11. Estoppel Certificate.

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

12. Condemnation and Extinguishment.

a. In the event a subsequent unexpected change in the conditions of or surrounding the Site Resources (including but not limited to a total or partial condemnation) makes impossible or impractical the continued use of the Site Resources for conservation or preservation purposes, or in the event of any extinguishment of this Easement by judicial decree, then this Easement shall be deemed to have been extinguished, and the parties will cooperate to so extinguish this Easement by judicial proceedings. If it is determined that the extinguishment of this Easement was necessitated by the neglect of the Grantor, Grantee shall be entitled to a portion of the proceeds of a subsequent sale, exchange or involuntary conversion of the Site Resources determined pursuant to Subparagraph 12(c) below, which proceeds Grantee shall use in a manner consistent with the conservation and preservation purposes set forth in this Easement.

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

c. If the change in conditions described in Subpararaph 12(a) above giving rise to the termination of this Easement is caused by the neglect of Grantor, the Grantee, on a subsequent sale, exchange or involuntary conversion of the Site Resources, shall be entitled to a portion of the proceeds equal to the product of (a) that proportionate value of the perpetual conservation or preservation restrictions to the value of the Site Resources unencumbered by this Easement determined as of the date of this Easement multiplied by (b) the net proceeds from such sale or other transaction.

13. Review, Approval and Additional Costs.

Whenever the consent of the Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to requests for consent within thirty (30) days

(except under extraordinary circumstances) or such consent shall be deemed to have been given. It is further agreed that whenever the consent of Grantee is required or requested, Grantor shall bear the reasonable costs of Grantee's review, including inspections for purpose of giving estoppel certificates, and Grantor agrees that the costs for Grantee's review shall include reasonable architectural fees and Grantee's reasonable administrative expenses in processing Grantor's request.

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

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

15. Archeological Excavation.

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

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

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

17. Certification of Grantee's Status.

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

18. Notices.

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

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

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

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

If to Grantor:

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

with a copy to:

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

If to Grantee:

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

with a copy to:

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

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

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

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

19. Counterparts; Entire Agreement.

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

20. Third-Party Beneficiary.

Upper Dublin Township shall be deemed a third party beneficiary of this Easement. The third party beneficiary shall have the right, but not the obligation, to enforce this Easement in the event that the Grantee is unable or fails to act. Anything herein to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary thereof, except as provided in this paragraph.

21. Governing Law; Jurisdiction.

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

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

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

GRANTOR:

Dublin Villa Development,
a Pennsylvania limited liability company

By: _____

GRANTEE:

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

By: _____
Paul R. Steinke, Executive Director

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

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

Paul R. Steinke
Executive Director

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this the ____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared, Rob Fluehr, a vice-president of the Dublin Vila development, a Pennsylvania limited liability company, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself as such officer.

NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF PHILADELPHIA :

On this the _____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared **Paul R. Steinke**, who acknowledged himself to be the Executive Director of The Preservation Alliance for Greater Philadelphia, a Pennsylvania not-for-profit corporation, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such officer.

NOTARY PUBLIC

My Commission Expires:

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

EXHIBIT A

Legal Description of the Property

EXHIBIT B

B-I Initial Restoration

B-II Optional Future Restoration & Permitted Future Alterations

B-III Minimum Maintenance Program

EXHIBIT C

Existing Conditions

EXHIBIT D

Proposed Development Plan

EXHIBIT E

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

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



CONTROL POINT
ASSOCIATES, INC.
traditional methods | modern approaches



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 07059 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;



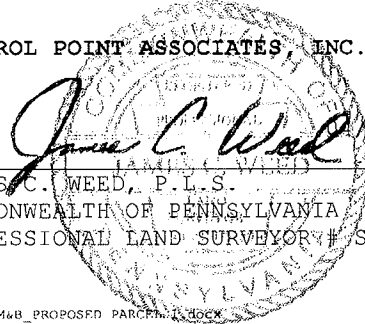
51. NORTH 06 DEGREES - 08 MINUTES - 09 SECONDS WEST, A DISTANCE OF 333.97 FEET TO THE POINT AND PLACE OF BEGINNING.

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.



4/17/2018

JAMES C. WEED, P.L.S. DATE
 COMMONWEALTH OF PENNSYLVANIA
 PROFESSIONAL LAND SURVEYOR # SU075250

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PREPARED BY: SCH
 REVIEWED BY: DKH

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

Initial Restoration

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

Owner shall cause the following work to be performed on the Site Resources within two years of receiving pertinent township and third-party approvals such that construction activity is permitted to begin on the site of the Senior Housing project, unless noted otherwise below.

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

SUNKEN GARDEN

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

STONE ENTRANCES AND IRON GATES

Masonry

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

Metalwork

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

PERIMETER STONE WALLS

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

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

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

LAKE AND RETAINING WALLS

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

GAZEBO

Masonry

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

Roof & Ceiling

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

FORMAL GARDENS

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

STATUARY

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

- Statue located at Loch Linden Lake, Exhibit C 11
- Large fountain on south side of Castle, Exhibit C 7
- Statues (16) on and at site walls at "Bridge" near Gazebo, Exhibit C 9
- Statues (4) on the Gate at the intersection of Lindenwold Terrace and Bethlehem Pike, Exhibit C 1

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

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

SPRINGHOUSE

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

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

Optional Future Restoration & Permitted Future Alterations

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

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

All work shall be in accordance with drawings, specifications, descriptions, or any other acceptable form of documentation which shall be submitted to and approved by Grantee prior to the start of work. In order to facilitate timely review and approval, Grantor may submit conceptual and design proposals prior to the start of any construction drawings and specifications. Grantee has the right to waive the submission of documentation.

Restoration and alterations shall comply with *The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (2017), especially "Guidelines for Rehabilitating Historic Buildings."

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

GENERAL

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

SUNKEN GARDEN

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

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

STONE ENTRANCES AND IRON GATES

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

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

PERIMETER STONE WALLS

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

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

LAKE AND RETAINING WALLS

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

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

GAZEBO

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

FORMAL GARDENS

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

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

STATUARY

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

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

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

SPRINGHOUSE

The Springhouse is to remain as an intact ruin.

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

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

SUNKEN GARDEN

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

STONE ENTRANCES & IRON GATES

Inspection Schedule: Once per Year.

Operation:

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

PERIMETER STONE WALLS

Inspection Schedule: Once per Year.

Operation:

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

LAKE & RETAINING WALLS

Inspection Schedule: Once per Year.

Operation:

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

GAZEBO

Inspection Schedule: Once per Year.

Operation:

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

FORMAL GARDENS

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

STATUARY

Inspection Schedule: Once per Year.

Operation:

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

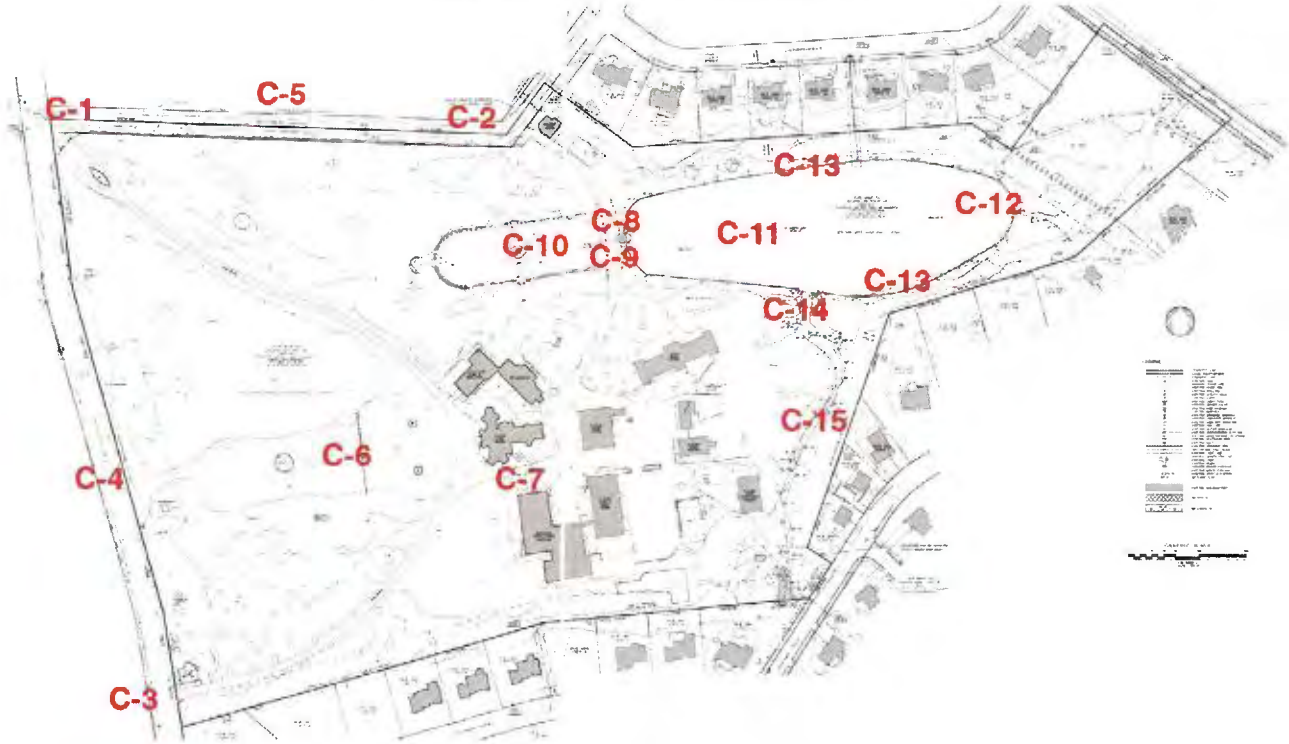
SPRINGHOUSE

Inspection Schedule: Once per Year.

Operation:

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

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



Protected Site Features :

- C-1: Main Gate**
- C-2: Lindenwold Gate**
- C-3: Bethlehem Gate**
- C-4: Bethlehem Pike Perimeter Wall**
- C-5: Lindenwold Terrace Perimeter Wall**
- C-6: Formal Garden**
- C-7: Bronze Fountain**
- C-8: Gazebo**
- C-9: Land Bridge and Statuary**
- C-10: Sunken Garden Walls**
- C-11: Angel Island and Statuary**
- C-12: Loch Linden Archway**
- C-13: Loch Linden Retaining Walls**
- C-14: Loch Linden Spillway**
- C-15: Springhouse Ruin**
- C-16: Miscellaneous Statuary (throughout site)**

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



Main Gate

Top: Facing southeast

Bottom left: Gate detail facing northwest

Center right: Lion statuary detail

Bottom right: Urn detail

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

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



Lindenwold Gate

Top: Facing northwest

Right: Side gate detail

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



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



Bethlehem Gate
Top: Facing west
Right: Gate detail

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



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



Bethlehem Pike perimeter wall:

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



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



Lindenwold Terrace perimeter wall:

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



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



Formal Garden

Top: Facing west from Castle roof

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

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

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

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



Bronze Fountain

Left: A large cast bronze fountain is located directly to the south of the Main Castle.

Above: The fountain sits on a stone base in the center of a circular stone basin.

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



Gazebo

Left: Facing east

Top right: Iron gate detail

Bottom right: Interior ceiling detail

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

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



Land Bridge and Statuary

Above: Facing south

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

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



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



Sunken Garden Walls
Top: Facing east
Bottom: Facing west

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

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



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

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



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



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

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



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



Loch Linden retaining walls:

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

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



Loch Linden spillway (facing west):

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

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



Springhouse ruin (facing east):

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

Exhibit C-16
for a Preservation Easement: Mattison Estate Site Resources
MATTISON ESTATE / ST. MARY'S VILLA
701 S. Bethlehem Pike, Ambler PA
Existing Conditions August 2017



Urns:

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



Lanterns:

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

Miscellaneous statuary

Left: Bronze vulture on stone base near Castle.

Center: Stone lion in sunken garden.

Right: Stone vase in raised bed behind main gate.



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

EXHIBIT D

Proposed Development Plan

EXHIBIT E

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stipulations

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

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

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

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

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

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

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

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

Administrative Conditions

A. Personnel Qualifications

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

B. Late Discoveries

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

C. Amendments

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

D. Resolving Objections

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

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

- c) Notify the USACE that the objection will be referred for comment pursuant to 36 CFR § 800.7, and proceed to refer the objection and comment. The resulting comment shall be taken into account by the USACE in accordance with 36 CFR § 800.7(c)(4), and Part 110(1) of NHPA.
2. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, the USACE may assume the ACHP's concurrence in its proposed response to the objection.
3. The USACE shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the USACE responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.

E. Resolution of Objections by the Public

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

F. Review of Implementation

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

G. 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

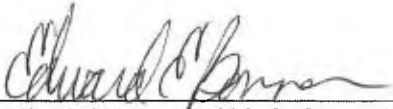
Copy to:

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.

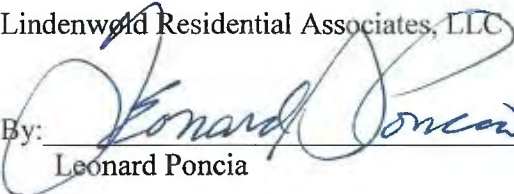
UNITED STATES ARMY CORPS OF ENGINEERS, PHILADELPHIA DISTRICT

By:  Date: March 8, 2018
Edward Bonnet, 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

EXHIBIT G

**THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION FAÇADE EASEMENT FOR THE
LINDENWOLD TERRACE GATEHOUSE**

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

For

**Bethlehem Pike Gatehouse
ADDRESS Ambler, Pennsylvania**

This Deed of Preservation Easement (the "Easement") is made this ____ day of _____ 2018, by **LINDENWOLD RESIDENTIAL ASSOCIATES LLC**, a Pennsylvania limited liability company (the "Grantor"), and **THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA**, a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania (the "Grantee").

Background

A. Grantor has legal and equitable fee simple title to the parcel of land and improvements known as Bethlehem Pike Gatehouse, **ADDRESS**, Ambler, more particularly described and depicted in Exhibit A attached hereto and made a part hereof (the "Property").

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

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

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

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

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

G. The donation of the Easement to Grantee will further Grantee's goal of fostering the conservation of the region's heritage of historically significant structures with aesthetic, architectural, scenic and/or open space values.

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

I. The grant of this Easement will impose restrictions on the development and maintenance of the Building in perpetuity (unless indicated otherwise below) and will impose on Grantor and subsequent owners certain continuing maintenance obligations affecting the Building. The grant of the Easement will give Grantee and any subsequent holder of the Easement the right to enforce the terms and conditions of this Easement forever.

K. Grantor desires to grant to Grantee, and Grantee desires to accept, the Easement on terms and conditions set forth below.

TERMS AND CONDITIONS

Intending to be legally bound hereby, in consideration of the mutual promises herein contained, and in further consideration of other good and valuable consideration paid by Grantor to Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree and declare as follows:

1. Term and Grant.

Grantor hereby grants and conveys to Grantee an estate, interest and easement in the Building as described in Exhibit C, for the preservation of historic, architectural values of the nature and character and to the extent set forth in this Easement, to constitute a servitude and covenant upon the Building, running with the land for the benefit of and enforceable by Grantee, to have and to hold the said estate, interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses forever.

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

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

a. Without the prior written consent of Grantee, Grantor shall not cause, permit or suffer any construction, alteration, remodeling, decoration, demolition, dismantling, destruction, or other activity which would affect or alter in any material way the appearance of the Building, as described in Exhibit C, except as specifically required herein pursuant to Exhibit B I and/or authorized pursuant to Paragraph 7(b) hereof.

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

c. Grantor shall not cause, permit or suffer the removal of any of the original or historic Building elements described in Exhibit C from the Building, unless consistent with the preservation and conservation objectives of this Easement and with the prior written permission of Grantee, except when the replacement of those elements is required because of imminent danger to the building, to comply with applicable codes, or if a response to the request for approval is not provided within 30 calendar days.

d. Grantor shall permit Grantee access to the Building at such reasonable times and upon reasonable prior notice as Grantee may request for the purpose of examining and testing of all structural portions of the Building, the materials and elements of the Building and such portions of the Building as are subject to the Easement.

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

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

3. Existing Conditions, Initial Level of Preservation, Alterations and Preservation Objectives.

a. Exhibit B- Section I, entitled Initial Restoration, indicates the required work, if any, necessary to be done on the Building prior to the completion of development project (defined as the work indicated on the Land Development Plan dated September 15, 2017 or as otherwise scheduled therein (the "Initial Restoration").

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

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

d. Exhibit B Section III sets forth permitted future restoration and permitted alterations to the Building, however future alterations will not be limited solely to those set forth and described in Exhibit B Section I, Section II, Section III & Section IV.

4. Rights of Grantee if Building Destroyed.

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

a. if partially destroyed or damaged to such an extent or of such nature that the appearance of the Building is altered from the Building's appearance in the photographs, plans and specifications referred to in Paragraph 3 above, but is not totally destroyed in the reasonable judgment of Grantor and Grantee, then Grantor shall, as promptly as is practicable, restore the Building to a condition so that the appearance is restored, as nearly as possible, to that shown in such photographs, plans and specifications; provided, however, that Grantor shall not be required to expend more than the proceeds of insurance received by Grantor on restorations required by this Subparagraph. In addition, Grantor and Grantee, after consultation with each other, may agree upon such other restoration that is consistent with the architectural character, including height, bulk, mass, materials and colors, and landscape character, of the remainder of the Building. If Grantor and Grantee cannot agree as to whether the Building is totally destroyed, or as to appropriate restoration, Grantor may request mediation by a third-party chosen by mutual agreement between Grantor and Grantee, provided that the mediator shall be experienced in historic preservation and directed that any restoration be consistent with the Secretary of the Interior's Standards for Rehabilitation; and

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

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

5. Remedies of Grantee.

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

6. Assignment, Successors and Assigns.

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

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

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

7. Reservation.

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

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

8. Acceptance.

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

9. Grantor's Insurance.

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

10. Release and Indemnification.

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

11. Estoppel Certificate.

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

12. Condemnation and Extinguishment.

a. In the event a subsequent unexpected change in the conditions of or surrounding the Building (including but not limited to a total or partial condemnation) makes impossible or impractical the continued use of the Building for conservation or preservation

purposes, or in the event of any extinguishment of this Easement by judicial decree, then this Easement shall be deemed to have been extinguished, and the parties will cooperate to so extinguish this Easement by judicial proceedings. If it is determined that the extinguishment of this Easement was necessitated by the neglect of the Grantor, Grantee shall be entitled to a portion of the proceeds of a subsequent sale, exchange or involuntary conversion of the Building determined pursuant to Subparagraph 12(c) below, which proceeds Grantee shall use in a manner consistent with the conservation and preservation purposes set forth in this Easement.

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

c. If the change in conditions described in Subparagraph 12(a) above giving rise to the termination of this Easement is caused by the neglect of Grantor, the Grantee, on a subsequent sale, exchange or involuntary conversion of the Building, shall be entitled to a portion of the proceeds equal to the product of (a) that proportionate value of the perpetual conservation or preservation restrictions to the value of the Building unencumbered by this Easement determined as of the date of this Easement multiplied by (b) the net proceeds from such sale or other transaction.

13. Review, Approval and Additional Costs.

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

14. Change of Building Use.

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

15. Archeological Excavation.

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

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

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

17. Certification of Grantee's Status.

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

18. Notices.

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

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

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

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

If to Grantor:

Lindenwold Residential Associates, LLC
Post Office Box 845
Bensalem, Pennsylvania 19020

Attn: Leonard Poncia
lponcia@gmail.com

with a copy to:

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

If to Grantee:

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

with a copy to:

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

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

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

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

19. Counterparts; Entire Agreement.

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

20. Third-Party Beneficiary.

Upper Dublin Township shall be deemed a third party beneficiary of this Easement. The third party beneficiary shall have the right, but not the obligation, to enforce this Easement in the event that the Grantee is unable or fails to act. Anything herein to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary thereof, except as provided in this paragraph.

21. Governing Law; Jurisdiction.

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

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

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

GRANTOR:

Lindenwold Residential Associates LLC,
a Pennsylvania limited liability company

By: _____

GRANTEE:

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

By: _____
Paul R. Steinke, Executive Director

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

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

Paul R. Steinke
Executive Director

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF PHILADELPHIA :

On this the ____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared, a manager of Lindenwold Residential Associates LLC, a Pennsylvania limited liability company, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself as such officer.

NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF PHILADELPHIA :

On this the _____ day of _____, 2018, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared **Paul R. Steinke**, who acknowledged himself to be the Executive Director of The Preservation Alliance for Greater Philadelphia, a Pennsylvania not-for-profit corporation, a party to the foregoing agreement, and acknowledged that, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such officer.

NOTARY PUBLIC

My Commission Expires:

LIST OF EXHIBITS
for
DEED OF FACADE EASEMENT
from
GRANTOR
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
For
Bethlehem Pike Gatehouse
ADDRESS Ambler, Pennsylvania

EXHIBIT A

Legal Description of the Property

EXHIBIT B

- B-I** Initial Restoration
- B-II** Optional Future Restoration
- B-III** Permitted Future Alterations
- B-IV** Minimum Maintenance Program

EXHIBIT C

Existing Conditions

EXHIBIT A
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT
For
Lindenwold Terrace Gatehouse
ADDRESS Ambler, Pennsylvania

PROPERTY DESCRIPTION

EXHIBIT A
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT
For
Lindenwold Terrace Gatehouse
ADDRESS Ambler, Pennsylvania

BEGINNING AT A POINT ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE CEDAR ROAD (50 FOOT WIDE RIGHT-OF-WAY), AT THE INTERSECTION WITH THE DIVIDING LINE BETWEEN UNIT 19, BLOCK 26 AND UNIT 14, BLOCK 26H AND FROM SAID POINT OF BEGINNING RUNNING THENCE;

1. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 19, BLOCK 26; UNIT 14, BLOCK 26H AND UNIT 13, BLOCK 26H, SOUTH 51 DEGREES - 58 MINUTES - 30 SECONDS EAST, A DISTANCE OF 205.00 FEET TO A POINT, THENCE;

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

2. SOUTH 36 DEGREES - 50 MINUTES - 58 SECONDS WEST, A DISTANCE OF 96.42 FEET TO A POINT, THENCE;
3. SOUTH 65 DEGREES - 10 MINUTES - 28 SECONDS WEST, A DISTANCE OF 6.26 FEET TO A POINT, THENCE;
4. NORTH 26 DEGREES - 16 MINUTES - 48 SECONDS WEST, A DISTANCE OF 6.00 FEET TO A POINT OF CURVATURE, THENCE;
5. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 123.97 FEET, A CENTRAL ANGLE OF 63 DEGREES - 43 MINUTES - 43 SECONDS, AN ARC LENGTH OF 137.89 FEET, A CHORD BEARING NORTH 59 DEGREES - 26 MINUTES - 14 SECONDS WEST AND A CHORD DISTANCE OF 130.89 FEET TO A POINT OF REVERSE CURVATURE, THENCE;
6. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 86 DEGREES - 33 MINUTES - 50 SECONDS, AN ARC LENGTH OF 22.66 FEET, A CHORD BEARING NORTH 48 DEGREES - 00 MINUTES - 52 SECONDS WEST AND A CHORD DISTANCE OF 20.57 FEET TO A POINT, THENCE;
7. NORTH 04 DEGREES - 43 MINUTES - 57 SECONDS WEST, A DISTANCE OF 1.11 FEET TO A POINT OF CURVATURE, THENCE;
8. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 51 DEGREES - 16 MINUTES - 48 SECONDS, AN ARC LENGTH OF 34.01 FEET, A CHORD BEARING NORTH 30 DEGREES - 34 MINUTES - 14 SECONDS WEST AND A CHORD DISTANCE OF 32.89 FEET TO A POINT OF COMPOUND CURVATURE, THENCE;

EXHIBIT A
to
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DEED OF PRESERVATION EASEMENT

For
Lindenwold Terrace Gatehouse
ADRESS Ambler, Pennsylvania

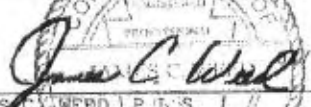
9. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 19 DEGREES - 51 MINUTES - 21 SECONDS, AN ARC LENGTH OF 4.16 FEET, A CHORD BEARING NORTH 66 DEGREES - 08 MINUTES - 18 SECONDS WEST AND A CHORD DISTANCE OF 4.14 FEET TO A POINT, THENCE;
10. NORTH 76 DEGREES - 03 MINUTES - 59 SECONDS WEST, A DISTANCE OF 5.50 FEET TO A POINT OF CURVATURE, THENCE;
11. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 12.11 FEET, A CENTRAL ANGLE OF 37 DEGREES - 55 MINUTES - 40 SECONDS, AN ARC LENGTH OF 8.01 FEET, A CHORD BEARING NORTH 57 DEGREES - 01 MINUTES - 24 SECONDS WEST AND A CHORD DISTANCE OF 7.87 FEET TO A POINT, THENCE;
12. NORTH 40 DEGREES - 25 MINUTES - 12 SECONDS WEST, A DISTANCE OF 0.17 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE CEDAR ROAD, THENCE;
13. ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE CEDAR ROAD, NORTH 38 DEGREES - 01 MINUTES - 30 SECONDS EAST, A DISTANCE OF 106.05 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 20,606 SQUARE FEET OR 0.473 ACRE

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

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

CONTROL POINT ASSOCIATES, INC.

 17/2018

JAMES C. WEED, P.L.S. DATE
COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL LAND SURVEYOR SU075250

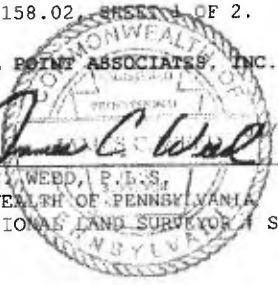


EXHIBIT B
to
THE PRESERVATION ALLIANCE FOR GREATER PHILADELPHIA
DEED OF PRESERVATION EASEMENT
For
Lindenwold Terrace Gatehouse
ADDRESS Ambler, Pennsylvania

I. INITIAL RESTORATION

All work shall be in accordance with drawings and specifications which shall be submitted to and approved by Grantee prior to the start of work.

- A. Scrape, prime and paint all areas of failing paint on window sills.

II. OPTIONAL FUTURE RESTORATION

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

- A. Grantor may restore missing original building elements if such restoration work is based on photographic, physical, or other documentary evidence
- B. Grantor may restore the existing non-original asphalt roof with original red tile roof.
- C. Grantor may remove the non-historic one-story addition and reconstruct the original rear wall.

III. PERMITTED FUTURE ALTERATIONS

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

Alterations shall comply with *The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing*

Historic Buildings (ISBN 0-16-048061-2; 1995), especially "Guidelines for Rehabilitating Historic Buildings" pp. 61 to 164.

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

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

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

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

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

C. Windows and Doors. Grantor may replace existing non-original windows with wood or non-vinyl material. Windows shall be in the Queen Anne style and may have simulated divided lites. Non-acceptable types of divided lites include muntins between the glass or only on the interior. Window sash and frames shall be painted or installed with a non-white finish. Acceptable replacement windows shall attempt to match originals (no longer present) as seen in Exhibit D 1-2.

Replacement doors may be wood or fiberglass and shall match the original doors (no longer present) with a panel and glass pattern. Acceptable replacement configurations shall attempt to match original as seen in Exhibit D 1-2.

D. Addition. The Grantor is permitted to remove the non-historic, one-story addition at the rear of the property and construct a new addition at this site. The new addition may be up to two-stories high, with an eave line no higher than that of the original building and a ridge line no higher than that of the original building. The roof may be flat or pitched.

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

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

All additions are to be approved under the Township Zoning Code, but acceptance under the Code does not necessarily equate to acceptability under this Easement.

E. Deck, Patio & Accessory Buildings. The Grantor is permitted to construct a patio or deck at the rear of the building. Size and massing shall be compatible with the original building and addition.

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

Preferred locations of a deck, patio and accessory building is delineated in Exhibit D-3.

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

Grantor may install handrails at the existing stairs.

IV. MINIMUM MAINTENANCE PROGRAM

It is the Owner's responsibility to maintain the Property, to comply with all applicable codes and ordinances, and to provide for the protection of life and property. To the extent that Grantee's interest is involved, Grantor shall adhere to a maintenance schedule with respect to the Property at least as stringent as that set forth below. Grantor shall keep reasonable records with respect to inspection and replacement and shall make such records available to Grantee upon written notice from Grantee. The visual inspection noted below may be performed by the Owner and does not require the hiring of a third party inspector.

A. EXTERIOR

1. MASONRY, INCLUDING BRICK AND STONE

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

- a. Check for moist areas, cracks, crumbling material, loose pieces, missing mortar, and efflorescence (white discoloration).

b. Check where moisture is entering masonry and repair any leaks in roofing, flashing, or joints between masonry and other materials.

c. If significant cracks, surface spalling, or material deterioration is found, review condition of masonry with a registered architect, materials conservator, or restoration contractor experienced in evaluating masonry. Grantor shall cause work to be performed in accordance with consultant's recommendations approved by Grantee prior to start of work, and in accordance with the terms of this Deed.

d. Masonry joints with loose or crumbling mortar are to be repointed using mortar which matches original in color, texture, constituent composition, and workmanship. Mortar shall not be harder than surrounding masonry or original mortar.

e. Repointing work shall be performed only in accordance with a proposal submitted to and approved by Grantee prior to start of work. Joints shall maintain original width and be tooled to substantially match original finish.

f. Masonry shall not be cleaned except in accordance with a proposal submitted to and approved by Grantee prior to start of work. Cleaning shall be done with materials and techniques which will not damage the masonry. Sandblasting, wire brushes, grinders, sanding discs, or other abrasive methods shall not be used, nor shall any harsh chemical which weakens the masonry be applied. Materials and techniques shall be selected based on results of test patches.

g. Snow removal materials which might damage masonry, e.g. salt, shall not be used, including areas adjacent to walls.

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

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

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

OPERATION:

a. Check for cracks, warps, distortions or weak areas, loose or damaged seams, loose attachments, rust, holes, wear or deteriorated finishes.

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

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

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

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

4. CAULKING COMPOUND

VISUAL INSPECTION SCHEDULE: Once a year, Spring or Fall
REPLACEMENT SCHEDULE: As required when materials fail
OPERATION:

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

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

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

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

6. PAINT

VISUAL INSPECTION SCHEDULE: Once a year

REPLACEMENT SCHEDULE: Every 5 to 10 years when materials fail

OPERATION:

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

7. GLASS

VISUAL INSPECTION SCHEDULE: Once a year

OPERATION:

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

8. WALKWAYS, DRIVEWAYS, PATIOS

INSPECTION SCHEDULE: Annual

OPERATION:

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

B. STRUCTURAL CHECKPOINTS

INSPECTION SCHEDULE: Once a year

OPERATION:

1. Check exposed exterior and interior surfaces of walls and foundations, with particular attention to areas of stairways, floor and wall openings, and changes in wall masonry material. Check for cracks, collapsing, leaning or bulging areas or other signs of uneven settlement, movement or structural deterioration.
2. Check interior wall surfaces with particular attention to joints between side and front and rear walls, joints between floors and end walls, and joints between partitions and ceilings. Check for cracks, crumbled plaster, gaps, or other signs of movement.
3. If deteriorated structural members, significant cracks or other signs of movement are observed, review structural condition of Building with a qualified engineer or restoration contractor in order to ensure adequate safety standards and precautions. For remedial action which will affect the exterior appearance of the Building, Grantor shall submit a proposal for Grantee review and approval prior to start of work. In cases where hazardous conditions require immediate remedies, Grantor may proceed without prior Grantee approval but shall make every reasonable effort to notify Grantee and to undertake remedial actions compatible with the historic appearance of the Building.
4. Inspect Building annually for termites and other wood-damaging insects. Note evidence of insect activity: small holes in the wood, small piles of sawdust, clay tubes on pieces of wood, or actual insects. Inspection should be undertaken by a professional exterminator. Treat as necessary.

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

Exhibit C-1
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Existing Conditions August 2017



Plot Plan: The Lindenwold Gatehouse stands along the northern edge of the 45-acre former Mattison Estate at 701 S. Bethlehem Pike in Ambler PA, adjacent to the estate’s Lindenwold Terrace entrance. The gatehouse was constructed circa 1912. It occupies a 0.5-acre parcel subdivided from the original estate

Exhibit C-2
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Existing Conditions August 2017



Southwest Elevation: The Lindenwold Terrace Gatehouse is a two-story rubble-coursed sandstone dwelling designed in a rustic Queen Anne or Richardsonian Romanesque style. Its primary elevation faces southwest onto a driveway that runs perpendicular to Cedar Road as it bends to become Lindenwold Terrace. The asymmetrical elevation is composed of a rounded two-story corner turret and two-story gable wall flanking a one-story covered porch spanned by an arched entryway. The gable and turret each feature a single bay of windows on the first and second floor. The sashes are Prairie Style - replacement units. The porch roof features a shallow soffit carried by a pair of scrolled brackets. The turret features a conical roof with exposed purlins and a metal finial. The roof is clad in asphalt shingles. The main entrance is a single-leaf replacement door with a rectangular transom.

Exhibit C-3
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Existing Conditions August 2017



Northwest Elevation:

The northwest elevation faces Cedar Road behind a low, stone, perimeter wall. A bracketed hipped gable roof caps a two-story, two-bay façade that steps down to a one-story, one-bay rear ell. With the exception of one ground-floor, arched lancet window, all windows are double-hung Prairie Style replacement units. A chimney rises above the hipped gable.

Exhibit C-4
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Existing Conditions August 2017



Northeast Elevation:

A one-and-one-half-story hipped gable rear elevation features twin hipped gable dormers and a shed-roofed, clapboard-clad, three-bay rear ell spanning two-thirds of the building's width. The ell and its six picture windows are likely later additions. The twin dormers each feature a pair of double-hung windows.

Exhibit C-5
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Existing Conditions August 2017



Southeast Elevation:

A projecting, bracketed and hipped cross-gable covers the two-story, one-bay front portion of the southeast side elevation; two additional windows (one double-hung, one a narrow casement) light the one-story portion. The shed-roofed rear ell features a secondary entrance accessed by a short concrete stoop.

Exhibit D-1
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Example of Original Window



Original Window: This photo, from the Gatehouse at Bethlehem Pike, provides an example of what the windows at Lindenwold Terrace used to look like, and is to be used as a model for future window replacement in terms of sash and muntin configuration. Note that this photo includes an exterior storm window, which would not be included.

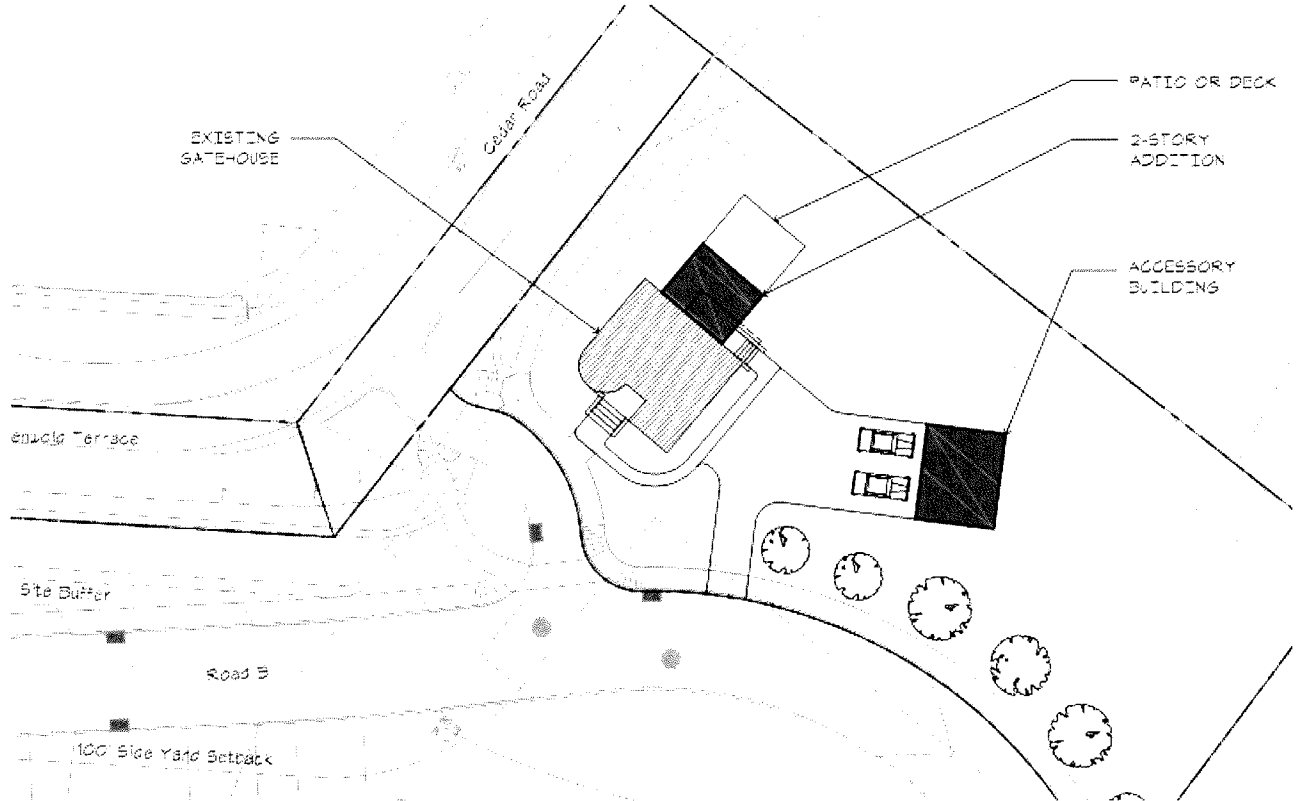
Exhibit D-2
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Example of Original Door



Original Door: This photo, from the Gatehouse at Bethlehem Pike, provides an example of what the exterior door at Lindenwold Terrace used to look like, and is to be used as a model for future door replacement in terms of lite and panel configuration.

Exhibit D-3
Preservation Façade Easement: Mattison Estate Lindenwold Terrace Gatehouse
Example of Addition, Deck/Patio, and Accessory Building Location

S



Additions: The additions shown on this plan are an example of general locations which could be considered acceptable. This is an example; other locations also may be acceptable. Final acceptability of any proposed work, however, will be require review and approval as described in Exhibit B.