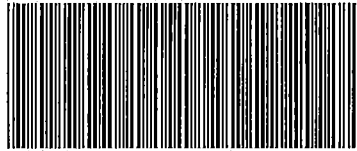




DEED BK 6123 PG 01714 to 01729.1
 INSTRUMENT # : 2019005705
 RECORDED DATE: 01/28/2019 10:07:36 AM



4703626-0015R

RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

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

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 17

Document Type: Easement
Document Date: 01/18/2019
Reference Info:

Transaction #: 4893022 - 14 Doc
 (s)
Document Page Count: 15
Operator Id: tbutler

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

PAID BY:
 LAND SERVICES USA INC

*** PROPERTY DATA:**

Parcel ID #: 54-00-02290-02-3
 Address:
 Municipality: Upper Dublin Township
 (100%)
 School District: Upper Dublin

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$0.00

FEES / TAXES:

Recording Fee:Easement	\$86.75
Additional Pages Fee	\$22.00
Affidavit Fee	\$1.50
Additional Names Fee	\$1.00
Affordable Housing Pages	\$22.00
Affordable Housing Names	\$1.00
Misc Fee	\$0.50
Total:	\$134.75

DEED BK 6123 PG 01714 to 01729.1
 Recorded Date: 01/28/2019 10:07:36 AM
 I hereby CERTIFY that this document is
 recorded in the Recorder of Deeds Office in
 Montgomery County, Pennsylvania.



Jeanne Sorg

Jeanne Sorg
Recorder of Deeds

Rev1a 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

PREPARED BY:

Matthew J. McHugh, Esquire
Obermayer Rebmann Maxwell & Hippel LLP
Centre Square West
1500 Market Street, Suite 3400
Philadelphia, PA 19102
(215) 665-3243

Montgomery County
JAN 28 2019
Recorder of Deeds

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

~~Philadelphia, PA 19102~~
~~(215) 665-3243~~

REGISTERED NEW
1/28/19 GW \$15.00

15
(60)

TMP: 54 000 2290 023 (NEW)

SENIOR PARCEL PARKING EASEMENT AGREEMENT

* effective this 25 day of January, 2019
THIS PARKING EASEMENT AGREEMENT (this "Easement Agreement"), dated this 18th day of Jan, 2019 (the "Effective Date"), by and between LINDENWOLD RESIDENTIAL ASSOCIATES, LLC, a Pennsylvania limited liability company with a notice address at c/o Aquinas Realty Partners, LLC, PO Box 845, Bensalem, PA 19020 ("LRA"), and SBLP UPPER DUBLIN, LLC, a Delaware limited liability company with a notice address at c/o South Bay Partners, Inc., 4514 Cole Avenue, Suite 1500, Dallas, TX 75205 ("SB").

BACKGROUND:

A. LRA is the owner in fee of that certain land as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Castle Parcel"), being a portion of the property known as 701 South Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania. The improvements on the Castle Parcel include an approximately 24,000 square feet structure referred to as "the Castle."

B. SB is the owner in fee of that certain land containing approximately 8 acres as more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Senior Parcel"), also being a portion of the property known as 701 South Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania. SB intends to develop and operate an approximately 250 senior living apartments with structured parking and related amenities on the Senior Parcel.

C. SB has agreed to grant an easement for the benefit of the Castle Parcel on the portions of the Senior Parcel shown on Exhibit "C" (the "Senior Parking Lots") for surface parking for up to forty-eight (48) vehicles on the terms and conditions set forth herein and to grant an access easement over those access roads to the Senior Parking Lots located on the Senior Parcel as shown on Exhibit "C" (the "Access Roads" and together with the Senior

Parking Lots, collectively, the "**Easement Areas**") for the benefit of the Castle Parcel for the purpose of providing vehicular and pedestrian access between the Castle Parcel and the Senior Parking Lots on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Access and Parking Lot Easement. SB hereby grants and conveys to LRA, for the benefit of the Castle Parcel, its occupants, their guests and invitees, a perpetual, non-exclusive easement to use up to forty-eight (48) parking spaces in the Senior Parking Lots as shown on **EXHIBIT "C"** for vehicular parking as provided herein. For the avoidance of doubt, LRA shall only be entitled to the use of surface parking spaces as granted by SB herein and shall not be entitled to the use of any parking spaces located in the structured parking facilities. SB further grants to LRA, for the benefit of the Castle Parcel, its occupants, their guests and invitees, a non-exclusive access easement over and across the Access Roads for vehicular and pedestrian ingress to and egress from the Senior Parking Lots. SB shall have and retains the right to use the portions of the Senior Parcel which is subject to this Easement Agreement in any manner that is not inconsistent with LRA's reasonable use and enjoyment of the rights and privileges granted to it pursuant to this Easement Agreement. Nothing contained herein shall restrict the right of SB to grant other easements or rights affecting the Easement Areas, provided, that, in the exercise of such right, SB does not unreasonably interfere with the rights granted to LRA in this Easement Agreement. SB may relocate and reconfigure the buildings, sidewalks, driveways, curb-cuts, drive aisles and other improvements located on the Senior Parcel so long as the same does not materially and adversely affect the right of LRA to have access, ingress to and egress from the Access Roads and the use of up to forty-eight (48) surface parking spaces in the Senior Parking Lots as set forth herein.

2. Parking Lot Maintenance. SB (and its respective successors and assigns) shall maintain, at its sole cost and expense, the curbs, sidewalks, parking spaces and roadways located within the Senior Parking Lots, the Access Roads and the Easement Areas. In addition, SB shall maintain, at its sole cost and expense, the entrance roadway to the Castle Parcel from Road 'D' and the roadway located on the Castle Parcel which connects to the Senior Parking Lots (the "**Castle Access Road**"). SB (and its respective successors and assigns) shall keep the Senior Parking Lots, the Access Roads, the Castle Access Road and the Easement Areas clear of waste, debris, ice, snow and any other obstruction to the unrestricted vehicular and pedestrian use of the Senior Parking Lots and the Easement Areas, except as may be reasonably be required in connection with the performance of maintenance required hereunder.

3. Indemnification. Each party (and their respective successors and assigns) shall indemnify, defend and hold harmless the other, its respective successors and assigns, from and against any and all liability, demands, claims, losses, damages and expenses, including, without limitation, reasonable attorneys' fees, arising from, out of, or by reason of the exercise or enjoyment of the rights conferred under this Easement Agreement.

4. Miscellaneous.

(a) The parties shall execute, acknowledge and deliver such further instruments, documents, or agreements as may be necessary or appropriate, from time to time, to effectuate the intent hereof.

(b) The easements, rights and privileges created hereby are easements, privileges, benefits and covenants running with the land and shall be perpetual and continue in full force and effect forever, and shall be for the benefit of LRA (and its respective successors and assigns) and binding upon SB (and its respective successors and assigns), and SB agrees that in any deed of conveyance of the Senior Parcel, or any portion thereof to any person, partnership, corporation, or other entity, the said covenants and obligations shall be incorporated therein by reference to this Easement Agreement and the recording hereof as fully as if the same were contained therein.

(c) This Easement Agreement may not be modified except by written agreement of the parties.

(d) This Easement Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of laws.

(e) Each party hereto hereby knowingly, voluntarily, intentionally and irrevocably waives the right to a trial by jury in respect to any litigation arising out of or relating to this Easement Agreement.

(f) This Easement Agreement constitutes the entire agreement between the parties with respect to the Parking Lot, and there are no other understandings among such parties, whether written or oral, with respect to this Easement Agreement.

(g) This Easement Agreement shall be recorded with the Recorder of Deeds in and for Montgomery County, Pennsylvania. LRA and SB shall each pay one-half of the state, county, and local realty transfer taxes due in connection with the execution and recordation of this Easement Agreement.

(h) If any term or provision of this Easement Agreement, or any part of such term or provision, or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Easement Agreement or the application of such term or provision or remainder thereof to persons or circumstances other than those as to which it is held invalid and unenforceable shall not be affected thereby and each term and provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

(i) All exhibits which are annexed to this Easement Agreement are specifically made a part of this Easement Agreement and are incorporated herein by reference.

(j) The Easement Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature page for each party contemplated to

sign this Easement Agreement, shall be considered a complete and fully-executed agreement. All such fully-executed original counterparts shall collectively constitute the same agreement.

(k) This Easement Agreement is intended to be superior to all mortgages now or hereafter affecting the Senior Parcel. SB agrees to obtain the written and recordable agreement of the holders of any mortgages encumbering its parcel in effect as of the date hereof.

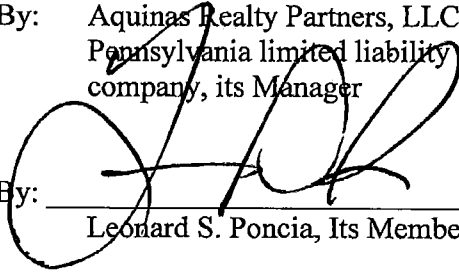
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto hereunto set their hands and seals as of the day and year first above mentioned.


LINDENWOLD RESIDENTIAL
ASSOCIATES, LLC

By: Aquinas Lindenwold Residential
Associates, LLC, a Pennsylvania
limited liability company, Its
Manager

By: Aquinas Realty Partners, LLC, a
Pennsylvania limited liability
company, its Manager

By: 
Leonard S. Poncia, Its Member

SBLP UPPER DUBLIN, LLC

By: 
Joel P. Sherman
Vice President

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF :

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

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

Notary Public
My commission expires

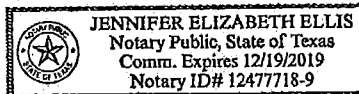
STATE OF TEXAS :
 : SS
DALLAS COUNTY :

On this, the 23rd day of January, 2019, before me, the undersigned Notary Public, personally appeared **JOEL P. SHERMAN**, in his capacity as VICE PRESIDENT of **SBLP Upper Dublin, LLC**, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained and desires the same might to be recorded as such.

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

Notary Public
My commission expires

Jennifer E. Ellis
12/19/2019



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

ACKNOWLEDGMENT

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

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

Kathleen A. Elliott

Notary Public

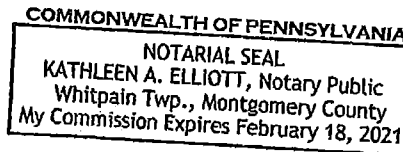


EXHIBIT "A" – Legal Description of Castle Parcel

EXHIBIT "B" – Legal Description of Senior Parcel

EXHIBIT "C" – Plan of Parking Lot and access roads

Exhibit "A"

Legal Description of Castle Parcel

(Attached)

ALL THAT CERTAIN tract of ground with the buildings and improvements thereon erected,

SITUATE in the Township of Upper Dublin, County of Montgomery and State of Pennsylvania, being Parcel 3 described according to 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.

Beginning at the Southwesterly most corner of 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 Parcel 3 and 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;
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.

Exhibit "B"

Legal Description of Senior Parcel

(Attached)

ALL THAT CERTAIN tract of ground with the buildings and improvements thereon erected,

SITUATE in the Township of Upper Dublin, County of Montgomery and State of Pennsylvania, being Parcel 2 described according to 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.

BEGINNING at the Southwesterly most corner of Parcel 2, said point being distant 637.79 feet on a course of North 75 Degrees – 23 Minutes – 30 Seconds East from the intersection of the dividing line between Unit 19, Block 26 and Unit 10 Block 26G and 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), and from said point of beginning running, thence;

The following twenty-two (22) courses and distances through Unit 19, Block 26:

1. North 05 degrees – 06 minutes – 46 seconds West, a distance of 330.67 feet to a point, thence;
2. North 84 degrees – 53 minute – 14 seconds East, a distance of 51.00 feet to a point, thence;
3. North 05 degrees – 06 minutes – 46 seconds West, a distance of 28.06 feet to a point, thence;
4. North 84 degrees – 53 minutes – 14 seconds East, a distance of 172.48 feet to a point, thence;
5. North 05 degrees – 06 minutes – 46 seconds West, a distance of 156.47 feet to a point, thence;
6. South 84 degrees – 53 minutes – 14 seconds West, a distance of 108.65 feet to a point, thence;
7. North 05 degrees – 06 minutes – 04 seconds West, a distance of 112.36 feet to a point, thence;
8. North 84 degrees – 58 minutes – 46 seconds East, a distance of 107.10 feet to a point of curvature, thence;
9. Along the arc of a tangent circle curving to the right, 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 North 88 degrees – 35 minutes – 34 seconds East and a chord distance of 91.51 feet to a point, thence;
10. South 85 degrees – 53 minutes – 05 seconds East, a distance of 48.45 feet to a point, thence;
11. South 83 degrees – 28 minutes – 14 seconds East, a distance of 12.33 feet to a point, thence;
12. South 81 degrees – 06 minutes – 31 (per plan) seconds East, a distance of 53.05 feet to a point, thence;
13. South 80 degrees – 07 minutes – 23 seconds East, a distance of 93.84 feet to a point, thence;
14. South 81 degrees – 49 minutes – 23 seconds East, a distance of 140.75 feet to a point of curvature, thence;
15. Along the arc of a tangent circle curving to the left, 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 South 85 degrees – 54 minutes – 42 seconds East and a chord distance of 21.39 feet to a point, thence;
16. North 90 degrees – 00 minutes – 00 seconds East, a distance of 11.57 feet to a point of curvature, thence;

17. Along the arc of a non-tangent circle curving to the left, 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 North 40 degrees – 27 minutes – 41 (per plan) seconds East and a chord distance of 57.99 feet to a point, thence;
18. South 67 degrees – 07 minutes – 49 seconds East, a distance of 27.64 feet to a point, thence;
19. South 22 degrees – 52 minutes – 11 seconds West, a distance of 28.27 feet to a point, thence;
20. South 05 degrees – 06 minutes – 50 seconds East, a distance of 124.68 feet to a point, thence;
21. South 29 degrees – 39 minutes – 31 (per plan) seconds West, a distance of 153.77 feet to a point, thence;
22. South 00 degrees – 57 minutes – 27 (per plan) seconds West, a distance of 275.50 feet to a point, thence;
23. Along the common dividing line Unit 19, Block 26, Units 1,2,3 & 4, Block 26G, South 86 degrees – 18 minutes – 00 seconds West, a distance of 462.75 feet to a point, thence;
24. Along the common dividing line Unit 19, Block 26, Units 4, 5 & 6, Block 26G, South 75 degrees – 23 minutes – 30 seconds West, a distance of 160.23 feet to the point and place of Beginning.

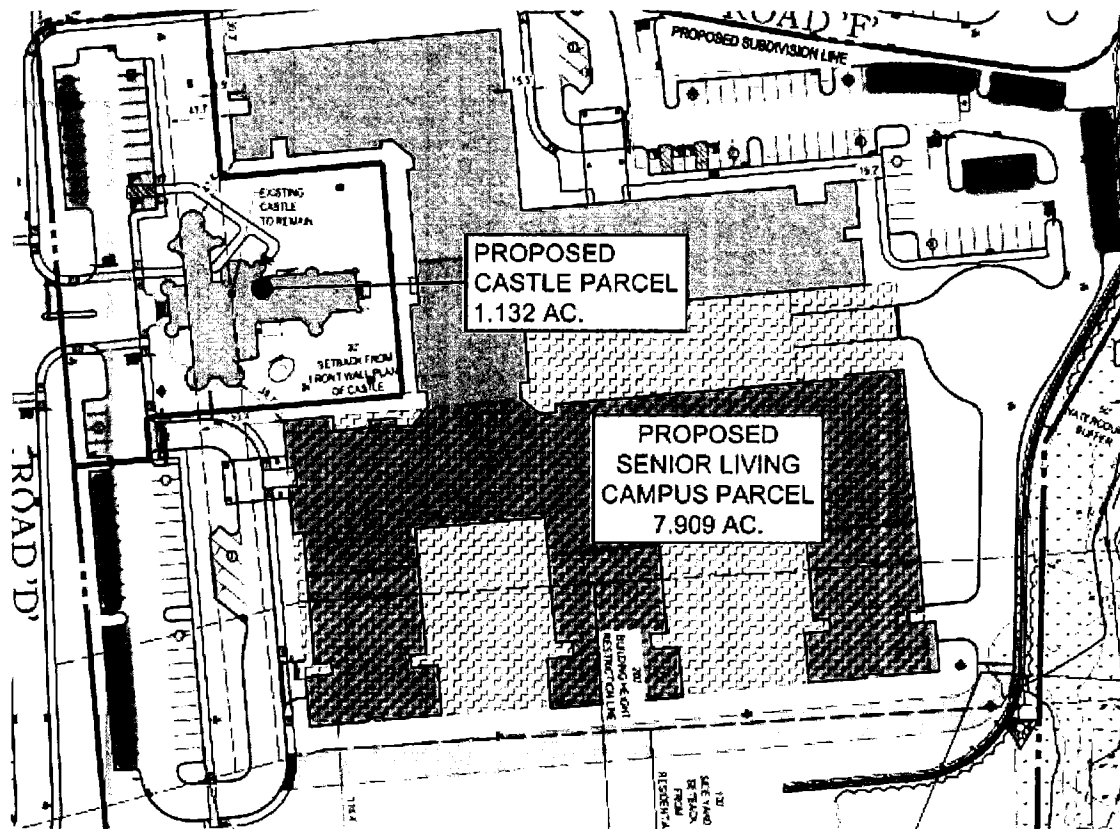
Containing 344,545 square feet or 7.910 acres

Exhibit "C"

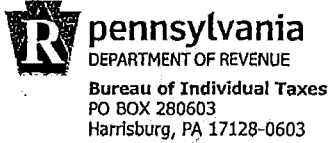
Plan of Parking Lot and Access Roads

(Attached)

Exhibit C



- **** Senior Housing Surface Parking – Senior Housing Use Only
- **** Castle Surface Parking – Castle Use Only
- **** Senior Housing Surface Parking – 48 Parking Spaces Granted to Castle per Parking Easement (non-exclusive right)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	0123
Page Number	1714
Date Recorded	1-28-19

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

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

Name MATTHEW J MCHUGH, ESQ.		Telephone Number: (215) 665-3243	
Mailing Address 1500 MARKET STREET, STE 3400	City PHILADELPHIA	State PA	ZIP Code 19102

B. TRANSFER DATA

Date of Acceptance of Document 01/25/2019			
Grantor(s)/Lessor(s) SBLP UPPER DUBLIN, LLC	Telephone Number: 214-370-2600	Grantee(s)/Lessee(s) LINDENWOLD RESIDENTIAL ASSOCIATES, LLC	Telephone Number: 215-877-2885
Mailing Address 4514 Cole Avenue, Suite 1500		Mailing Address PO BOX 845	
City DALLAS	State TX	ZIP Code 75205	City BENSALEM
			State PA
			ZIP Code 19020

C. REAL ESTATE LOCATION

Street Address 701 BETHLEHEM PIKE		City, Township, Borough UPPER DUBLIN TOWNSHIP	
County MONTGOMERY	School District UPPER DUBLIN	Tax Parcel Number 54-00-02290-02-3	

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N

1. Actual Cash Consideration \$0.00 \$0.00	2. Other Consideration + 0.00	3. Total Consideration = \$0.00 \$0.00
4. County Assessed Value NOT ASSESSED	5. Common Level Ratio Factor x NOT ASSESSED	6. Computed Value = NOT ASSESSED

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

1a. Amount of Exemption Claimed \$ 10000 100%	1b. Percentage of Grantor's Interest in Real Estate 100% 0%	1c. Percentage of Grantor's Interest Conveyed 0% 0%
---	---	---

2. Check Appropriate Box Below for Exemption Claimed.

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

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

Signature of Correspondent or Responsible Party 	Date 01/25/2019
---	---------------------------

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

