



DEED BK 6123 PG 01492 to 01503
 INSTRUMENT # : 2019005700
 RECORDED DATE: 01/28/2019 10:07:31 AM



4703613-0020J

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 12

Document Type: Deed Miscellaneous	Transaction #: 4893022 - 14 Doc (s)
Document Date: 01/16/2019	Document Page Count: 11
Reference Info:	Operator Id: tbutler

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

PAID BY:
 LAND SERVICES USA INC

*** PROPERTY DATA:**
 Parcel ID #: 54-00-02290-01-4
 Address:
 Municipality:
 School District:

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:
 Recording Fee: Deed Miscellaneous \$73.75
 Additional Pages Fee \$14.00
Total: \$87.75

DEED BK 6123 PG 01492 to 01503
 Recorded Date: 01/28/2019 10:07:31 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 ~~and Return To:~~

Gilbert P. High, Jr., Esquire
High Swartz LLP
40 East Airy Street
Norristown, PA 19404

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

Montgomery County

JAN 28 2019

Recorder of Deeds

Parcel No.: 54 00 02290 014 (New) REGISTERED NEW

1/28/19
\$15.00
gw

STORMWATER BEST MANAGEMENT PRACTICES,
OPERATIONS, AND MAINTENANCE DECLARATION OF
COVENANTS EASEMENTS AND RESTRICTIONS

OHJ

This Declaration, is made and dated the 16th day of January, 2019, by MATTISON DEVELOPMENT, LLC a Pennsylvania limited liability, having a mailing address of 630 Sentry Parkway, Suite 300, Blue Bell, PA 19422 (hereinafter called "Owner"). * effective this 27th day of January, 2019

WITNESSETH

WHEREAS, Owner is in title to property located on adjacent to Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania, being Montgomery County Tax Parcel No. 540002290014 (hereinafter the "Property"); and

WHEREAS, Owner desires to build upon and develop the Property pursuant to a Final Subdivision and Land Development Plan prepared by Bohler Engineering, dated April 28, 2016 and last revised 12.27.2018, containing 94 pages which are being recorded contemporaneously with this Declaration in the Office of the Montgomery County Recorder of Deeds ("Final Plan"); and

WHEREAS, the Post-Construction Stormwater Management Plan, Sheets 75-71 of the Final Plan along with the Post Construction Stormwater Management Plan B.M.P. Inspection and Maintenance Notes as approved by the Township (hereinafter the "Plan") for the Property, which is attached hereto as Appendix A and made part hereof, provides for the management of

stormwater facilities and best management practices (hereinafter "BMPs") within the confines of the Property; and

WHEREAS, Owner, its successors and assigns, recognizes that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, for the purposes of this Covenant, the following definitions shall apply:

- BMP – "Best Management Practice;" activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Township Stormwater Management Code, including but not limited to infiltration trenches, seepage pits, filter strips, bio-retention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters and detention basins.
- Infiltration Trench – A BMP surface structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,
- Seepage Pit – An underground BMP structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,
- Rain Garden – A BMP overlain with appropriate mulch and suitable vegetation designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or underground aquifer, and

WHEREAS, the Township requires, through the implementation of the Plan, that stormwater management facilities as required by said Plan and the Township's Stormwater

Management Code be constructed and adequately operated and maintained by the Owner, its successors and assigns.

NOW, THEREFORE, Owner declares that the Property hereinabove described and any part thereof, is and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, easements and restrictions hereinafter set forth, all of which shall run with the land and shall be binding upon all parties having or acquiring any interest whatsoever in the Property or any part thereof until such time that the Township may approve a different development scheme for the Property or different stormwater management facilities than those depicted on the Plan for the Property:

1. The stormwater management facilities and BMPs shall be constructed by the Owner in accordance with the Plan and specifications identified in the Plan.
2. The Owner shall operate and maintain the stormwater management facilities and BMPs as shown on the Plan in good working order acceptable to the Township and in accordance with the specific maintenance requirements noted on the Plan.
3. The Owner shall provide to the Township a certification from a qualified engineer every two years that the stormwater management system has been inspected and is functioning as designed. The Owner shall be entitled to transfer the operation and maintenance obligations set forth herein to a Homeowners' Association.
4. The Owner hereby grants permission to the Township, its authorized agents and employees, to enter upon the Property, at reasonable times, after reasonable notice, and upon presentation of proper identification, to inspect the facilities and BMP(s) whenever it deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities and BMP(s). When an inspection is conducted, the Township shall give Owner a copy of the inspection report.

5. In the event the Owner fails to operate and maintain the facilities and BMP(s) as shown on the Plan in good working order acceptable to the Township, the Township shall send written notice to Owner specifying the areas of noncompliance and shall provide Owner with a period of thirty (30) days in which to bring said facilities or BMP(s) into compliance with the Plan. In the event that Owner does not cure the noncompliance within thirty (30) days of the date thereof, the Township or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said facilities and BMP(s). This provision shall not be construed to allow the Township to erect any permanent structure on the land of the Owner. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Declaration be construed to impose any such obligation on the Township.
6. In the event the Township, pursuant to this Declaration performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the Township for all expenses (direct and indirect) incurred within thirty (30) days of receipt of invoice from the Township. In default of payment, the Township may file a municipal lien therefore.
7. The intent and purpose of this Declaration is to ensure the proper maintenance of the onsite stormwater management facilities and BMP(s) by the Owner; provided, however, that this Declaration shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
8. Nothing contained in this Declaration shall confer a third party beneficiary right of action upon any person whatsoever and nothing set forth in this entire agreement shall be construed so as to confer upon any person or entity other than the parties any right of action either under this Declaration or in any manner whatsoever.
9. The Owner, for its successors and assigns hereby releases the Township, its employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township, its employees and representatives from the construction, presence, existence, or maintenance of the facilities and BMP(s) by the Owner or Township unless caused by the negligence or willful

misconduct of the Township, its employees or designated representatives. In the event that a claim is asserted against the Township, its designated representatives or employees, the Township shall promptly notify the Owner and the Owner shall defend, at its own expense, any suit based on the claim. If any judgment or claims against the Township's employees or designated representatives shall be allowed, the Owner shall pay all costs and expenses regarding said judgment or claim unless such judgment or claims results from the negligence or willful misconduct of the Township, its employees or designated representatives.

10. This Declaration shall be recorded at the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Owner, its successors and assigns until such time as the Township may approve a different development scheme for the Property or different stormwater management facilities than those depicted on the Plan for the Property. In the event of such approval, this Declaration shall be deemed to have been extinguished and terminated without need for further written documentation evidencing same.
11. This Declaration shall be enforceable by the Township, and may not be modified, amended or abrogated except with the express written permission of the Township or except as otherwise herein provided.
12. Whenever the word "Owner" is used herein, it shall mean the singular as well as the plural, and shall include all persons and entities having an ownership interest in the Property, however conveyed or acquired.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Owner, intending to be legally bound, has caused this Declaration to be executed by its duly authorized officer as of the day and year first above written.

OWNER:

MATTISON DEVELOPMENT, LLC

Attest:

Kathleen Elliott

By: 

Name: Kenneth Goldenberg

Title: President

ACKNOWLEDGED AND AGREED TO BY:

SBLP UPPER DUBLIN, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :

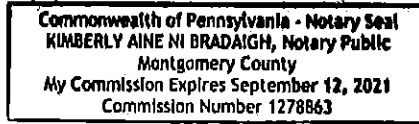
SS.

COUNTY OF Montgomery

On this, the 16th day of JANUARY, 2019, before me the undersigned personally appeared Kenneth Goldenberg, who acknowledged that he is the President of **MATTISON DEVELOPMENT, LLC**, a Pennsylvania limited liability company, and that as such he executed the foregoing instrument for the purposes therein contained and desires the same might be recorded as such.

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

Kimberly Aine Ni Bradaigh
Notary Public



COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF

On this, the _____ day of _____, 2019, before me a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of **SBLP UPPER DUBLIN, LLC**, a Delaware limited liability company and he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained and desires the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF :

On this, the _____ day of _____, 2018, before me the undersigned personally appeared Kenneth Goldenberg, who acknowledged that he is the President of **MATTISON DEVELOPMENT, LLC**, a Pennsylvania limited liability company, and that as such he executed the foregoing instrument for the purposes therein contained and desires the same might be recorded as such.

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

Notary Public

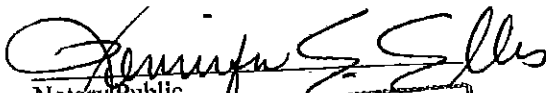
STATE OF TEXAS

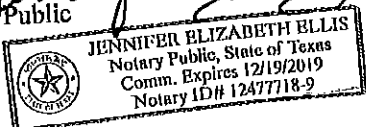
SS.

COUNTY OF DALLAS

On this, the 14th day of January, 2019, before me a Notary Public, the undersigned officer, personally appeared Joel P. Sherman, who acknowledged himself/herself to be the Vice President of **SBLP UPPER DUBLIN, LLC**, a Delaware limited liability company and he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained and desires the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand.


Notary Public



APPENDIX A

