



**Planning and Zoning
Department**

616 Germantown Pike, Lafayette
Hill, PA 19444-1821

484-594-2625

www.whitemarshtwp.org

Subdivision and Land Development Cover
Page for SLD # 04-25

Project Name: Erdenheim Farm Subdivision
Preliminary/Final

Address: 800 Stenton Ave (NLT Tract)

Date: 6/10/2025

Status: UNDER REVIEW

Updates:

- Zoning Ordinance Compliance Review Letter- 6.25.25
- MCPC Review Letter- 6.27.25
- Township Engineer Review Letter- 7.1.25
- Fire Marshal Review Letter- 7.1.25
- Revised Waiver Letter- 7.2.25
- EF-NL Wissahickon-Amendment Proposal for Subdivision (received 7.9.25)
- NLT Tract Conservation Easement Recorded (received 7.9.25)
- NLT Confirmation Conservation Easement Remains Valid (received 7.9.25)
- Shade Tree Commission Meeting Memo- 7.17.25
- Email re: Closing off Driveway- 8.4.25

**WHITEMARSH TOWNSHIP
SUBDIVISION and/or LAND DEVELOPMENT APPLICATION**

The applicant, or applicant's authorized agent, for the Township to accept submission of the application, must complete each Application item and each Application Submission Checklist item.

Application Type: (check one) Minor Subdivision Minor Land Development
 Major Subdivision Major Land Development
 Land Development Waiver
Plan Type: Sketch Preliminary Final

INSERT "N/A" FOR NOT APPLICABLE WHERE APPROPRIATE

Name of Subdivision/Land Development: Erdenheim Farm Subdivision

Location of Subdivision/Land Development: Stenton Avenue
(Primary Access Roadway Name)

Between: West Mill Road and Northwestern Avenue
(Roadway Name) (Roadway Name)

Number of Parcels: 1 Block Number(s): 64 Unit Number(s): 009

Parcel Number(s): TPN 65-00-11144-00-5

Acreage: 112.98 Total Lots Proposed: 3 Zoning District: AAA

Water Service Proposed: Public Private N/A Sewer Service Proposed: Public Private N/A

Applicant Name: Joseph A Zadlo Contact Name: N/A

Phone #: [REDACTED] Fax #: [REDACTED] Email: [REDACTED]

Address: [REDACTED]

Owner of Record Name (If Different): 2015 McCausland Descendants Trust

Phone #: 234-207-6329 Fax #: [REDACTED] Email: PERNST@erdenheimfarm.com

Address: 5051 Flourtown Road, Lafayette Hill, PA 19444

Engineer Name: Tim Woodrow Firm Name: Woodrow & Associates

Phone #: 215-542-5648 Fax #: [REDACTED] Email: TWOODROW@woodrowinc.com

Address: 1108 N. Bethlehem Pike, Suite 5, Spring House, PA 19002

RECEIVED
JUN 10 2025

**WHITEMARSH TOWNSHIP
ZONING & ENGINEERING**

Fees and plans showing all public improvements are submitted with this application. Any additional plan information required by the Township Engineer will be submitted to the Director of Planning and Zoning for distribution. The undersigned applicant agrees to comply with all the provisions of Chapter 105 of the Code of the Township of Whitemarsh, as amended, and agrees to obtain all necessary permits in connection with the proposed subdivision and/or land development.

Whitemarsh Township employees, or township-authorized agents, are hereby granted permission to enter upon the land, if necessary, for site inspections.

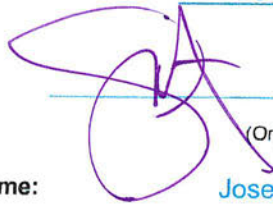
Original preliminary and/or original final subdivision and/or land development applications submitted by 4:00pm on the last business day of the month will be reviewed by the Whitemarsh Township Planning Commission at a regular meeting two (2) months following the date of submission or other appropriate meeting date depending upon the results of Township reviews.

I hereby certify, as the undersigned applicant, that I am familiar with the provisions of: [1] Chapter 105, "Subdivision and Land Development", [2] Chapter 58, "Grading, Erosion Control, Stormwater Management and Best Management Practices", and [3] Chapter 55, "Tree Protection Standards" of the Code of the Township of Whitemarsh, as amended, and, to the best of my knowledge and belief, this application and the submitted plans conform to those provisions.

Date of Submission:

June 4, 2025

Signature:



(Original Signature must be submitted)

Printed Name:

Joseph Zadlo

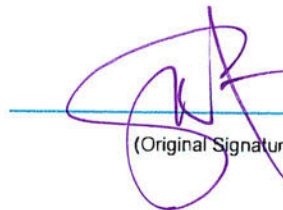
I, (name) Joseph Zadlo (title) Architect of _____

(entity submitting application) JOSEPH A ZADLO, Architect do hereby affirm

that I am authorized by the applicant to affix my signature to this application.

Date: June 4, 2025

Signature:



(Original Signature must be submitted)

RECEIVED
JUN 10 2025

WHITEMARSH TOWNSHIP
ZONING & ENGINEERING



Applicant Name: Joseph Zadlo

Development Name: Erdenheim Farm Subdivision

Location of Property: Stenton Avenue

Date: _____

PROJECT COVER SHEET – ~~Form 55-4C(3)(a) - 2023~~

To verify fulfillment of Chapter 55 Ordinance requirements for:

1. Maximum Tree Removal – 55-4B
2. Tree Replacement – 55-4D(6)(a)
3. Substitutions for Replacements – 55-4F
4. Replacement Tree Species – 55-4E
5. Tree and Shrub requirements for Chapters other than Chapter 55

RECEIVED
JUN 10 2025

WHITEMARSH TOWNSHIP
ZONING & ENGINEERING

Complete the following tables, filling in data for each lettered item, and resolving each Compliance Test. In accordance with 55-4C(4)(e), provide this completed Cover Sheet together with the Landscape Plan.

Citations to Sections of Chapter 55 are provided for the convenience of the Applicant. Other Chapters of the Whitemarsh Township Code and other sections of Chapter 55, such as 55-2 Definitions, may be relevant. In the event of an inconsistency between this Cover Sheet and any provision of the Code, the language of the Code shall be controlling.

1) Calculation of Requirement for Maximum Tree Removal – 55-4B:

A.	Total of all existing Trees on the lot with DBH of 6" or greater, per 55-4C(3)(a).	-----
B.	33% of line (A) = maximum existing Trees which may be Removed.	-----
C.	Provide number of existing Trees proposed to be Removed by the Applicant, per 55-4C(3)(a).	-----
	COMPLIANCE TEST: If Line (C) is greater than Line (B), the Applicant's proposal is not in compliance with the requirement that no more than 33% of trees having a DBH of six inches or greater may be removed.	



2) Calculation of Replacement Requirement for Removed Trees having a DBH of Six Inches or Greater 55-4D(6)(a):

D.	Total DBH of all existing Living and Healthy Trees (as determined per 55-4A) having a DBH of 6" or greater that are proposed to be Removed, per 55-4C(3)(a).	----
E.	Total DBH of all Living and Healthy Trees (as determined per 55-4A) having a DBH of 6" or greater, removed within five years prior to the submission of application, per 55-4C(3)(b).	----
F.	Sum of line (D) and line (E) = Total DBH that must be replaced for all Removed Living and Healthy Trees.	----
G.	Total Caliper inches of <u>Canopy</u> Replacement Trees proposed to be planted by the Applicant (as shown on the Landscape Plan) per 55-4D(6)(a). Each Canopy Replacement Tree shall have a minimum Caliper of three inches.	----
	COMPLIANCE TEST: If Line (G) is less than Line (F), the Applicant's proposal is not in compliance with the minimum Canopy Tree Replacement Requirement. To comply with this requirement, the Applicant may request a waiver from the Shade Tree Commission to permit limited substitutions per 55-4F. If so, proceed to Substitution calculation (3) below.	

3) Calculation of maximum Proposed Substitutions for Replacement Canopy Trees – 554F, subject to certain limitations and approval by the Shade Tree Commission.

H.	40% of line (F) (round fractions <u>down</u> to a whole number) = maximum Caliper of required Replacement Canopy Trees that may be substituted with Understory Trees and/or FIL, upon STC approval, per 55-4F.	----
I.	Line (F) less Line (G) = Shortfall in <u>DBH</u> compliance with the minimum Canopy Tree Replacement Requirement, per 55-4D(6)(a).	----
	COMPLIANCE TEST: If line (H) is less than line (I), the deficit of minimum Canopy Tree Replacement requirement, per 55-4D(6) cannot be fully compensated with Substitutions, per 55-4F.	----



J.	Line (I) divided by 3" (round fractions <u>up</u> to a whole number) = Shortfall in the <u>number</u> of required 3" Canopy Replacement Trees.	----
K.	Provide the total number of substitution Understory Trees proposed to be planted by the Applicant, per 55-4F(1).	----
L.	Line (K) divided by two = Number of required 3"-cal. Replacement Canopy Trees being substituted with Understory Trees per 55-4F(1).	----
M.	Line (J) less Line (L) = Number of required 3"-cal. Replacement Canopy Trees proposed by the Applicant to be substituted with payment of in-lieu fees, per 55-4F(2). NOTE: Review proposed Landscape Plan to ensure that the use of Replacement Understory Tree substitutes has been maximized prior to calculating the number of substitutes via in-lieu fees, per 55-4F(4).	----
N.	Sum of Line (L) and Line (M) = Total proposed number of Replacement Canopy Trees being substituted per 55-4F.	----
O.	Line (N) multiplied by 3" = Total shortfall of DBH to be fulfilled with substitutions as proposed by this Landscape Plan.	----
	COMPLIANCE TEST: If (O) is greater than (H), the Applicant's proposal has exceeded the 40% maximum eligible for consideration for Replacement substitutions, per 55-4F, and is not in compliance.	----
P.	Sum of Line (O) and (G) = Total Caliper compensation for Removed Trees as provided by this proposed Landscape Plan.	----
	COMPLIANCE TEST: If (P) is less than (F), the Applicant's proposal is not in compliance with the Tree Replacement Requirement.	----

4) **Compliance with Species Requirement of Replacement Trees – 55-4E:**

Q.	Total number of proposed Canopy Replacement Trees, per 55-4C(4)(c).	----
----	--	------



R.	75% of line (Q) (round fractions <u>up</u> to the next whole number) = Minimum required number of Native Species Replacement Canopy Trees, per 55-4E.	-----
S.	Provide the number of proposed Native Species Canopy Replacement Trees, per 55-4C(4)(c).	-----
	COMPLIANCE TEST: If Line (S) is less than Line (R), the Applicant's proposal is not in compliance with the 75% Native Species requirement for Replacement Canopy Trees, per 55-4E.	-----
T.	Provide the number of proposed Native Species Understory Trees.	-----
	COMPLIANCE TEST: If Line (T) is less than line (K), the Applicant's proposal is not in compliance with the 100% Native Species requirement for Replacement Understory Trees.	-----



5) Compliance with Landscaping Requirements of Other Code Chapters. Complete the following Tables for each applicable requirement.

REQUIRED TREES: N/A

A	B	C	D*	E	F**
Full Code Citation: Chapter; sub-chapter, etc.	Subject matter as indicated in Code caption	Required # of Trees	Credits for Preserved Trees per 55-4D(5)	Proposed # of Trees	Column (C) less Columns (D) and (E)

***NOTE:** Column (D) Credits are strictly limited to calculating Chapter 105-52 Buffer yards, in accordance with 55-4D(5).

****NOTE:** When the result in Column (F) is greater than zero, the Applicant's proposal is not in compliance with the applicable Code requirement.

REQUIRED SHRUBS:

A	B	C	D	E*
Full Code Citation: Chapter; sub-chapter, etc.	Subject matter as indicated in Code caption	Required # of Shrubs	Proposed # of Shrubs	Column (C) less Column (D)

**WHITEMARSH TOWNSHIP
REQUEST FOR MODIFICATION (WAIVER) OF
SUBDIVISION and/or LAND DEVELOPMENT ORDINANCE REQUIREMENTS**

Pursuant to § 512.1.(b) of the Pennsylvania Municipalities Planning Code, all requests for a modification shall be in writing and shall accompany and be a part of the application for development. The request shall state in full the grounds and facts of unreasonableness or hardship on which the request is based, the provision or provisions of the ordinance involved and the minimum modification necessary.

Check the appropriate line:

No modification (or waiver) of the Whitemarsh Township Subdivision and Land Development Ordinance is requested

I/we hereby request the following modification[s] (or waiver[s]) of the Whitemarsh Township Subdivision and Land Development Ordinance. (The request must identify the applicable Section[s] of the Ordinance, modification[s] requested, and facts of unreasonableness or hardship upon which the request is made; attach additional sheets if necessary).


This application involves no change of use, no change of ownership, no improvements of any kind - as such
it is not a development - and a full waiver is requested.

RECEIVED
JUN 10 2025

**WHITEMARSH TOWNSHIP
ZONING & ENGINEERING**

Name of Subdivision and/or Land Development: Erdenheim Farm Subdivision

Date: _____

Signature:  _____
(Original Signature must be submitted)

**WHITEMARSH TOWNSHIP
SUBDIVISION and/or LAND DEVELOPMENT
TIME WAIVER FORM**

Date: _____

Granted to: Whitemarsh Township Board of Supervisors

Name of Subdivision and/or Land Development: Erdenheim Farm Subdivision

On or about June 4, 2025, I/we submitted for official filing the above-reference application.

Notwithstanding any contrary provision of the Pennsylvania Municipalities Planning Code or the Code of the Township of Whitemarsh, this letter will serve as notice to Whitemarsh Township that the requirement that action be taken on this application within ninety (90) days is hereby waived, without limitation as to time. This waiver is granted to permit us to make revisions to the application during the application review process.

Further, with the understanding that this waiver is voluntarily given and will be relied upon by Whitemarsh Township, I/we will give Whitemarsh Township written notice (by certified mail or recognized overnight carrier) should we determine that limiting the time of the review process becomes necessary. Whitemarsh Township shall then have ninety (90) days from receipt of such written notice in which to act upon the application.

This waiver is not transferable or assignable by the Applicants and shall apply to any and all revised submissions made in relation to the above-referenced application.

I/we represent that I/we have been duly authorized to execute this waiver on behalf of the Applicant.

Date: _____

Signature:



(Original Signature must be submitted)

Printed Name:

Joseph Zadlo

Firm Name:

JOSEPH A ZADLO, Architect

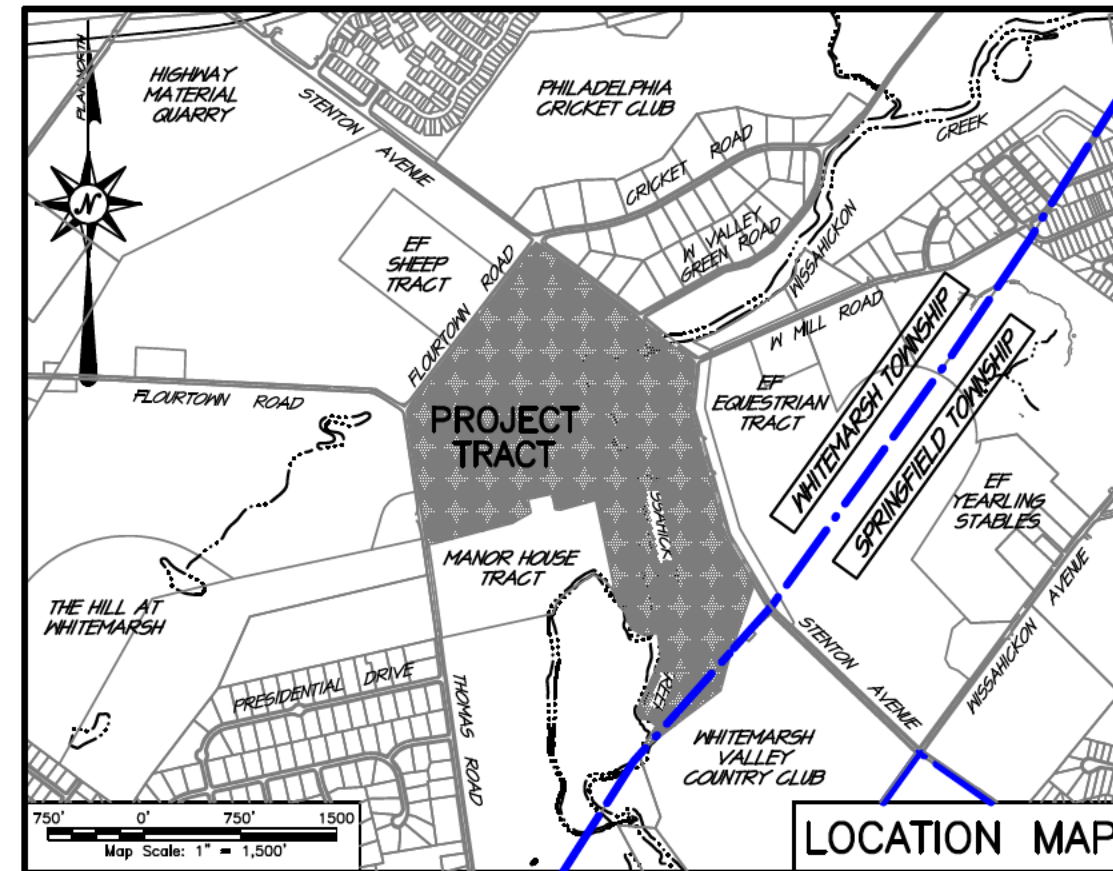
(if applicable)

Title:

(if applicable)

RECEIVED
JUN 10 2025

**WHITEMARSH TOWNSHIP
ZONING & ENGINEERING**

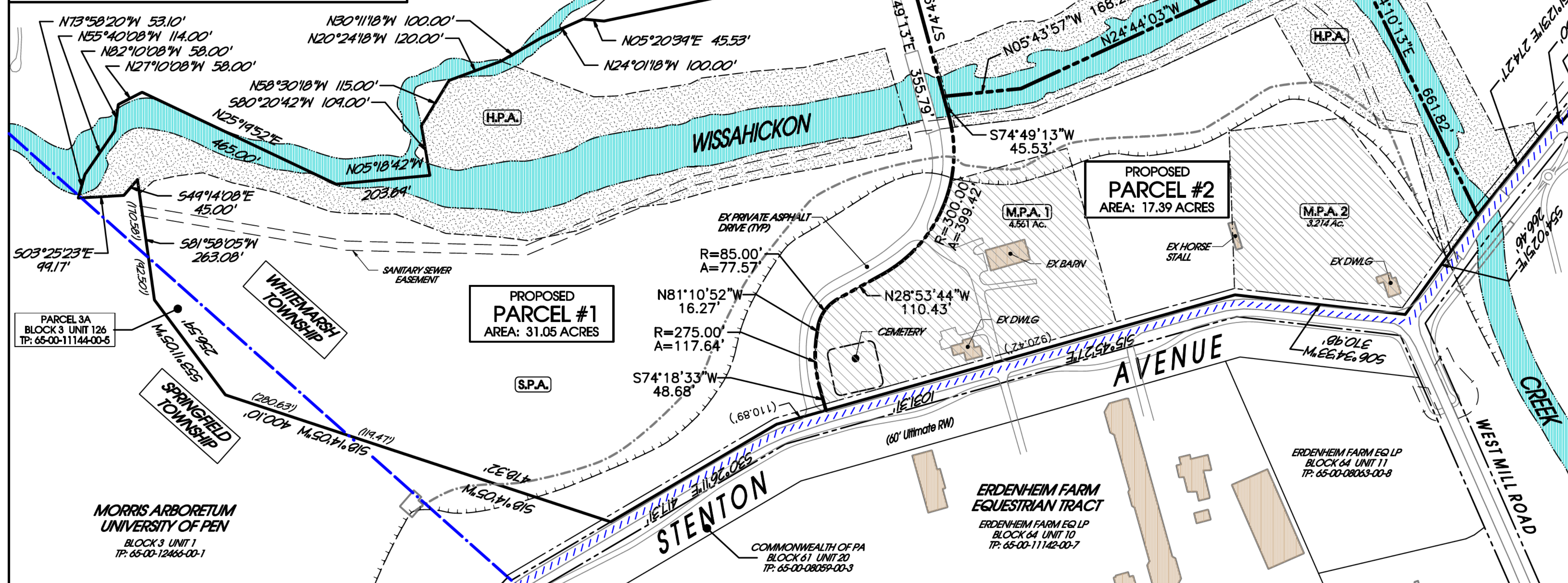


PARCEL AREA SCHEDULE

EX TRACT AREA (DEED):	112.98 ACRES
PROPOSED PARCEL #1:	31.05 ACRES
PROPOSED PARCEL #2:	17.39 ACRES
PROPOSED PARCEL #3:	64.54 ACRES

PLAN FEATURES LEGEND

	Ex. Tract Boundary Line
	Ex. Right-of-Way Line
	Ex. Right-of-Way Centerline
	Ex. FEMA Floodplain Limit
	Ex. Municipal Boundary Line
	Ex. Zoning District Boundary
	NLT Protection Area Limit
	STANDARD Protection Area
	MINIMAL Protection Area
	HIGHEST Protection Area



RECORDED OF DEEDS - MONTGOMERY COUNTY:
 Recorded this day of _____, 2025, in the Office for the Recording of Deeds, etc., in and for the County of Montgomery in Norristown, Pennsylvania in Plan Book _____ Page _____
 (Recorder of Deeds)
 Township File No.: SLD # _____
 MCPC No.: 25-_____
 PROCESSED and REVIEWED. A report has been prepared by the Montgomery County Planning Commission in accordance with the Municipalities Planning Code.
 Certified this date: _____
 For the Director
 Montgomery County Planning Commission

COMMONWEALTH OF PENNSYLVANIA : SS.
 COUNTY OF MONTGOMERY
 On this the _____ day of _____, 2025, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, personally appeared:
 who acknowledged that they are the owner of the designated land, that all necessary approvals of the Plan have been obtained and are endorsed hereon and that they desire the foregoing Plan to be duly recorded.
 IN WITNESS WHEREOF, I hereto set my hand and official seal.
 (SEAL) _____ (Notary Public)
 My Commission Expires: _____

PROFESSIONAL LAND SURVEYOR'S CERTIFICATION:
 I, KEITH A. HOUSER, P.L.S., a Registered Professional Land Surveyor in the Commonwealth of Pennsylvania, Registration No. 52-075710-C, do hereby certify to the best of my knowledge, the existing features, topography metes and bounds shown on this plan are in accordance with the minimum standards of practice for Professional Land Surveys in the Commonwealth of Pennsylvania as adopted by the Pennsylvania Society of Land Surveyors in July of 1996 (or as subsequently adopted).
 (Signature of Registered Professional Land Surveyor)
 TOWNSHIP BOARD OF SUPERVISORS:
 This subdivision (land development) plan was approved by the Whitmarsh Township Board of Supervisors this _____ day of _____, 2025.
 (Chairman) (Secretary)
 REVIEWED BY THE TOWNSHIP ENGINEER:
 This subdivision (land development) plan was reviewed by the Whitmarsh Township Engineer on this _____ day of _____, 2025.
 (Township Engineer)

ZONING and SITE DATA SCHEDULE

Zoning District: AAA Residential District

Item	Section	Requirement	PARCEL 1:	PARCEL 2:	PARCEL 3:
Permitted Use	116-44	Single-family Detached Dwlg	Vacant & Preserved Land	Single-family Dwlg & Preserved Land	Vacant & Preserved Land
(Min) Lot Area	116-45.A.	1 Acre	31.05 Ac.	17.39 Ac.	64.54 Ac.
(Min) Building Area	116-45.G.	15% of Lot Area	0.0%	1.06% (0.18 Ac)	0.0%
Width at Bldg Setback	116-45.B.	175 Ft	>175 Ft	>175 Ft	>175 Ft
(Min) Front Yard	116-45.C.	60 Ft	≥60 Ft	≥60 Ft	≥60 Ft
(Min) Side Yard	116-45.D.	30 Ft (Ea)	≥30 Ft (Ea)	≥30 Ft (Ea)	≥30 Ft (Ea)
(Min) Rear Yard	116-45.E.	60 Ft	≥60 Ft	≥60 Ft	≥60 Ft
(Max) Bldg Height	116-45.F.(1)	35 Ft	≤35 Ft	≤35 Ft	≤35 Ft
(Max) Accessory Height	116-45.F.(2)	20 Ft/1 Story	≤20 Ft/1 Story	≤20 Ft/1 Story	≤20 Ft/1 Story

- PROJECT WAIVERS LIST:**
- Granted Waiver(s) from the Subdivision & Land Development Ordinance, identified in approval Resolution #2025-____ dated _____, 2025. Resolution on file with Whitmarsh Township.
- 105-12.D: from requirement that presentation of a preliminary and final plan shall each be considered a separate submission and the maximum ninety-day review period may be required for each.
 - 105-23.B(1)(c): from requirement that the plan show existing features within 300 feet of the Property. Applicant has shown the noted existing features within the site as they pertain to the proposed subdivision.
 - 105-21.1.K(2): from the requirement that the Applicant pay a traffic impact fee;
 - 105-23.B(1)(e): from the requirement that a location map showing relation of the site to adjoining properties and streets within 1,000 feet be presented at a scale of 1" = 600 feet to allow a location map at a scale of 1" = 1,500 feet;
 - 105-30.A: from the requirement that Skippack Pike & Sheaff Lane meet minimum curbside widths, and to provide curbs, sidewalks, and a tree zone to allow the existing curbside to remain as they exist, and to not require the installation of curbs, sidewalks and a tree zone to preserve the rural character of the existing street and to minimize disturbance;
 - 105-46: from the requirement that curbs be installed, to allow curbs not to be installed;
 - 105-47.A: from the requirement that sidewalks be installed, to allow sidewalks not to be installed;
 - 105-48.A: from the requirement that the Applicant install street trees along all streets where suitable trees do not exist, to allow no additional street trees to be planted;
 - 105-52: from the requirement to provide buffer yards between land developments and along existing streets to soften visual impact;
 - 105-53.D: from the requirement that the Applicant dedicate land in the amount of 10% of the total site area for park and recreational uses or pay a fee-in-lieu-of-dedication, to allow no dedication of land for park and recreation use, nor the payment of a fee in-lieu-of-dedication;
 - 105-73.A: from the requirement that sidewalks be installed, to allow no sidewalks to be installed;
 - 105-74.A: from the requirement that curbs be installed, if in the opinion of the Board of Supervisors, they are necessary, to allow no curbs to be installed;
 - 105-83: relief from the requirement that street trees and other plantings are required.

- GENERAL PLAN NOTES**
- EXISTING FEATURES and SURVEY NOTES:**
- The metes and bounds depicted were taken from a plan entitled 'Boundary Survey of Natural Lands Trust' prepared by Monrose Land Surveyors, Bryn Mawr, PA dated Feb. 9, 2009, last revised May 26, 2009. Bearing Basis to match Pennsylvania South Zone 3702 State Plane Coordinate Bearing Basis.
 - The topography and existing features depicted were taken from a plan entitled 'Existing Features Plan of Manor House of the Dixon Farm' prepared by Monrose Survey Group, Inc. Bryn Mawr, PA dated Feb. 24, 2009. Vertical datum is N.G.V.D. 1929 obtained using static GPS observations and post processed via OPUS.
 - This plan was prepared utilizing the following references:
 - Tax maps and deeds of record as obtained from the Recorder of Deeds online resources.
 - Existing Soils classifications and mapping has been plotted from maps obtained from the USDA Web Soil Survey website (<http://websoilsurvey.sc.egov.usda.gov/>) unless otherwise noted.
 - Aerial imagery used for base plan reference provided by NearMap, Inc. Imagery from flight dated Oct. 17, 2024.
 - There has been NO field investigation performed to verify any existence of any wetlands or waters of the U.S. or Commonwealth or Alluvial Soils at the time of the site survey.
 - This site is located within Flood Plain Zone 'X' (areas determined to be outside the 0.2% annual chance floodplain) as illustrated on Community Panel Number #2091-C-0376-0, effective date March 22, 2016 as prepared by the Federal Emergency Management Agency. No computational floodplain study has been performed for this plan.
 - All persons digging on this site shall comply with the requirements of Section 5 of PA Act 287 as amended by PA Act 181. State law requires a three (3) business day notice prior to any digging (does not include state holidays or weekends). Dial 8-1-1 or go to www.paonecall.org.
 - Existing subsurface utility information illustrated on these plans were based upon visual field locations obtained as part of site survey operations. The information provided is representative of subsurface conditions only at locations and depths where such information was available. There is no expressed or implied agreement that subsurface utility connections exist between explored locations. Accordingly, utility information shown should not be relied upon for construction purposes. It is incumbent upon the contractor to verify subsurface utilities prior to excavation.
 - Legal rights-of-way width are per deed reference, recorded plan, and PennDOT Highway Data. Ultimate rights-of-way width are derived from Municipal Ordinances.
 - Subject property is zoned 'AAA' Residential District as noted on the Zoning Map.

REVISIONS

No.	DATE	DESCRIPTION
1	02/27/25	Update to reflect new NLT, H.P.A. 1 configuration

PLANNING

KEITH A. HOUSER
 REGISTERED PROFESSIONAL LAND SURVEYOR
 PENNSYLVANIA

TIMOTHY P. WOODROW
 REGISTERED PROFESSIONAL ENGINEER
 PENNSYLVANIA

PROJECT SERIAL NUMBER FOR DESIGN: _____

Pennsylvania 811
 A Priority Based Call Center for Pennsylvania

Parcel Information:
 N/F: The 2015 MCCAULAND DESCENDANTS TRUST
 GADSDEN CHRISTOPHER & LACY DOROTHY A TRS
 TPN: 65-00-1144-00-5
 Block 64 Unit 009
 800 Stenton Ave
 (aka NLT Parcel)
 Deed Area: 112.98 Ac.

Applicant:
ERDENHEIM FARM
 c/o Julie Seely Controller
 5051 Flourtown Rd
 Lafayette Hill, PA 19444

75' 0' 150'
 Scale in Feet (1" = 150')
 © COPYRIGHT 2025
 WOODROW & ASSOCIATES, INC.
 ALL RIGHTS RESERVED

PRELIMINARY / FINAL PLAN

RECORD PLAN - MINOR SUBDIVISION

ERDENHEIM FARM - NLT TRACT
 WHITMARSH TOWNSHIP - MONTGOMERY COUNTY - PENNSYLVANIA

WOODROW & ASSOCIATES, INC.
 MUNICIPAL / CIVIL CONSULTING ENGINEERS
 1108 North Bethlehem Pike / Suite 501 - Lower Gwynedd - PA 19002
 Phone: (610) 542-5454 Web: www.woodrowinc.com

Layer List:
 LL-Sh01_Record

Job No.: 17-0110 DB

Plan Date: **JAN. 31, 2025**

Sheet No: **1 of 1**



Whitemarsh TOWNSHIP

616 GERMANTOWN PIKE - LAFAYETTE HILL, PA 19444-1821
TEL: 610-825-3535 FAX: 610-825-9416

www.whitemarshwp.org

BOARD of SUPERVISORS

Jacy Toll – Chair
Fran McCusker– Vice Chair
Vincent Manuele
Elizabeth Moy
Patrice Turenne

Craig T. McAnally
Township Manager

June 25, 2025

Joseph A. Zadlo
1717 School House Lane
Ambler, PA 19002

**RE: SLD #04-25; Erdenheim Farm Subdivision; 800 Stenton Avenue (NLT Tract)
Preliminary/Final Minor Subdivision
Zoning Ordinance Compliance Review Letter**

Dear Mr. Zadlo:

Please accept this as a review of the Zoning Ordinance compliance issues for the above referenced Minor Subdivision application, based on the one-page plan prepared by Woodrow & Associates, Inc. dated January 31, 2025, with a revision date of May 27, 2025. The application proposes to subdivide the parcel, addressed at 800 Stenton Avenue, known as the NLT Tract, into three lots. Proposed Parcel 1 would contain 31.05 acres absent of structures. Parcel 2 is proposed to contain 17.39 acres and has several existing buildings and a cemetery. Proposed Parcel 3 would contain 64.54 acres absent of structures. No development is proposed; we understand that this proposal is for estate planning purposes.

The subject parcel is in the AAA-Residential District. Portions of the subject parcel are within the Floodplain Conservation Overlay District and the Riparian Corridor Conservation Overlay District.

We have identified the following zoning issue which must be addressed:

<u>Section</u>	<u>Issue/Comment</u>
1. §116-22.	A note should be added to the plans indicating that the permanent removal of topsoil from the Township is prohibited.
2. §116-45.	Setback lines should be shown on each of the parcels as required in the AAA – Residential District. Additionally, the Zoning and Site Data Schedule should be amended to show the actual setbacks for the structures on Parcel 2.
3. §116-159.	The FEMA Floodplain is shown on the plan. A note should be added to the plan indicating the applicability of the Floodplain Conservation Overlay District on this tract; the Floodplain Conservation Overlay District boundaries should also be shown if the District extends beyond the FEMA floodplain if additional floodplain soils are present on the tract.
4. §116-258.	The Riparian Corridor Conservation Overlay District is also applicable to this tract and should be noted as should its boundaries.

Additional Comments

- Parcel 3A is part of proposed Parcel 1; it appears to be the Springfield Township portion of said parcel. The parcel numbering should be clarified to indicate it as Parcel 1A and note that it is not proposed as a separate parcel for the subdivision.

6. We understand that one of the dwellings on Parcel 2 is an accessory dwelling for a farm employee; we recommend that it be labelled as such to clarify its accessory use status.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Charles L. Guttenplan, AICP
Director of Planning and Zoning/Zoning Officer

cc: Craig T. McAnally, Township Manager
Robert A. Sztubinski, B.C.O., Director of Building and Codes
Krista Heinrich, P.E., Township Engineer
Andrew Thomas, Township Fire Marshal
Sean P. Kilkenny, Esq., Township Solicitor
Tim Woodrow, P.E., Applicant's Engineer
2015 McCausland Descendants Trust, Landowner

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

NEIL K. MAKHIJA, CHAIR
JAMILA H. WINDER, VICE CHAIR
THOMAS DIBELLO, COMMISSIONER

WWW.MONTGOMERYCOUNTYPA.GOV



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY • PO Box 311
NORRISTOWN, PA 19404-0311

610-278-3722
PLANNING@MONTGOMERYCOUNTYPA.GOV

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

June 27, 2025

Mr. Charles L. Guttenplan, AICP
Director of Planning & Zoning Officer
Whitmarsh Township
616 Germantown Pike
Lafayette Hill, Pennsylvania 19444

Re: MCPC #25-0123-001
Plan Name: Erdenheim Farm Subdivision
(3 lots comprising 113 acres)
Situate: 800 Stenton Avenue (Tax ID #65-00-111-44-00-5)
Whitmarsh Township

Dear Mr. Guttenplan:

We have reviewed the above-referenced subdivision in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on June 16, 2025. We forward this letter as a report of our review.

BACKGROUND

The applicant, Joseph Zaldo, proposes the subdivision of an existing 113-acre tract of land into three parcels of land. This tract is part of the Erdenheim Farm property, which is located in the eastern portion of the township and straddles the Wissahickon Creek. Parcels 1, 2, and 3 are proposed to be 31.05 acres, 17.39 acres, and 64.54 acres, respectively. Parcels 1 and 3 are undeveloped. Lot 2 contains several notable features: two single-family dwellings, a barn, a horse stall, and a cemetery. There is no proposed land development as part of this proposal.

COMPREHENSIVE PLAN COMPLIANCE

Whitmarsh Township's future land use plan contained in the 2020 *Selective Comprehensive Plan Update* identifies this area as the Conservation District Residential character area. The Conservation District Residential character area seeks to prevent over-development by promoting open space preservation and larger lot sizes. Additionally, the tract is identified in the county's 2015 Comprehensive Plan, *Montco 2040: A Shared Vision*, as Open Space within the future land use plan. This designation also promotes minimal development and the conservation of open space. The proposed subdivision seems to be generally consistent with both the township and county comprehensive plans.



RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal; however, in the course of our review we have identified the following item that the applicant and municipality may wish to consider prior to final plan approval. Our comments are as follows:

REVIEW COMMENTS

CONSERVATION EASEMENT

This property is currently subject to a conservation easement held by the Natural Lands Trust. It is the recommendation of MCPC that the applicant coordinate with the Natural Lands Trust to ensure compliance with the terms of the easement, including but not limited to, proportional allocation of reserved rights and if an amendment to the easement is required to maintain compliance.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal, but we believe that coordinating with the Natural Lands Trust on conservation easement compliance will help to ensure that Whitemarsh Township's planning objectives for open space conservation are met.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality. Please print the assigned MCPC number (25-0123-001) on any future review requests related to this proposal.

Sincerely,



Timothy Konetchy, Senior Community Planner
timothy.konetchy@montgomerycountypa.gov – 610-292-4917

- c: Joseph Zadlo, Applicant
- Craig McAnally, Township Manager
- Aaron Kostyk, Chair, Township Planning Commission
- Krista Heinrich, PE, Township Engineer
- David Sander, Esq., Township Solicitor
- Jessica Buck, District Manager, MCCD
- John Gallagher, PE, PennDOT
- Fran Hanney, PE, PennDOT

Attachment A: Aerial Image of Site

Attachment B: Reduced Copy of Applicant's Proposed Site Plan



Joseph Zaldo
MCPC#250123001

Montgomery
County
Planning
Commission

Montgomery County Courthouse - Planning Commission
PO Box 311 Norristown PA 19404-0311
(p) 610 278-3722 (f) 610 278-3941
www.montcopa.org/plancom
Aerial photography provided by Nearmap

0 350 700 1,400 Feet





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

July 1, 2025

Mr. Craig McAnally, Township Manager
Whitemarsh Township Municipal Building
616 Germantown Pike
Lafayette Hill, PA 19444

**RE: Preliminary/Final Plan Review
800 Stenton Avenue
Whitemarsh Township, Montgomery County, PA
S/LD # 04-25
Our Project Number 2025-00713**

Dear Mr. McAnally:

As requested, we have reviewed plans for the above referenced Preliminary/Final Plan Submission consisting of a 1-Sheet Plan prepared by Woodrow & Associates, Inc. dated January 31, 2025, and last revised May 27, 2025. The following comments are offered for your consideration:

The applicant is requesting waivers and/or relief from the requirements of the following sections of the ordinance:

<u>Section</u>	<u>Description</u>
1. 105-12(D)	The applicant is requesting a waiver from the requirements of this section of the ordinance in order to not require separate Preliminary and Final plan submissions, and to allow the submissions to be considered contemporaneously.
2. 105-21.1(K)(2)	The applicant is requesting a waiver from the requirements of this section of the ordinance in order to not require a Traffic Impact Fee. Within the North Transportation Service Area an impact fee in the amount of Two Thousand Eight Hundred and Twenty-Five Dollars (\$2,825.00) and within the South Transportation an impact fee in the amount of Two Thousand Five Hundred and Twenty-Nine Dollars (\$2,529.00) per anticipated peak hour trip must be provided by the applicant. Based on data documented within the latest edition of the ITE Trip Generation Manual, the proposed development, assessed as 'Single Family Dwelling', will generate 2 PM peak hour trips. Therefore, the traffic impact fee totals \$5,354.00 (\$2,825.00 x 1 peak hour trip plus \$2,529.00 x 1 peak hour trip).
3. 105-23(B)(1)(e)	The applicant is requesting a waiver from the requirements of section 105-23(B)(1)(l) of the ordinance, which requires the Location map to be drawn at a scale of one inch equals 800 feet to allow a location map at a scale of one inch equals 1,500 feet. We have no objection to the granting of this waiver.

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

<u>Section</u>	<u>Description</u>
14. 105-23(A)(1)	This section of the ordinance requires the final plan to be drawn at a scale of one-inch equals 50 feet or one-inch equals 100 feet. The plans must be revised or a waiver must be requested to allow the plans to be drawn at a scale of one-inch equals 150 feet.
15. 105-23(B)(1)(d)[1]	The plans must be revised to show applicable zoning district and district boundaries.
16. 105-23(B)(1)(d)[3]	All yard setbacks must be shown and dimensioned in order to demonstrate compliance with the requirements of this section of the ordinance.
17. 105-23(B)(1)(j)	The plans must be revised to identify the landowner information for properties across Stenton Avenue, Flourtown Road, and Thomas Road.
18. 105-23(B)(1)(k)	The plans must be revised to identify the state route number for Stenton Avenue (SR-3003) and Flourtown Road (SR-3007).
19. 105-23(B)(1)(m)	The applicant must submit legal descriptions for the proposed lots for review by the Township Engineer.
20. 105-23(B)(1)(q), 105-72(A)	This section of the ordinance requires the plan to show proposed monuments. Monuments shall be placed in each change in direction of a boundary along the street line; two to be placed at each street intersection and one on each side of any street at angle points and at the beginning and end of curves.
21. 105-23(B)(1)(r)	This section of the ordinance requires the plan to show floodplains and floodplain soils.
22. 105-23(B)(3), 105-79	The applicant must complete PADEP's Sewage Facilities Planning Module Application Mailer. The PA Sewage Facilities Act requires sewage facilities planning when a subdivision of land occurs even for non-building lots.
23. 105-23(B)(4)(f)	The applicant shall submit a letter from the appropriate municipal authority indicating the availability of central water supply.
24. 105-26	The plans must be revised to clarify the nature of Parcel 3A. It appears that this may be an existing parcel, the parcel is to be part of proposed parcel #1, and the parcel line is to be extinguished. If that is the case, it should be clearly noted on the plan. If Parcel 3A is to remain a separate parcel, it should be listed separately on the Zoning and Site Data Schedule.
25. 105-44(E)	The plans must be revised in order to demonstrate compliance with the requirements of this section of the ordinance, which states that the depth of single-family detached residential lots shall not be less than one nor more than 2 1/2 times their width.
26. 105-45	The plans show features, such as driveways, that cross proposed parcel boundary lines. The plans cannot be approved until all structures and/or uses for the lot(s) are located entirely within the property boundaries or easements or some other agreement is established to permit the encroachments.

<u>Section</u>	<u>Description</u>
27. 105-69(C)	Along the existing street on which a subdivision or land development abuts, improvements shall be made to the street. The improvements to the boundary street shall be determined by the width of the required cartway and built to the specifications established by the Township.
28. 105-76(B)	The applicant must obtain a letter of approval from the Township Fire Marshal in order to ensure that adequate fire protection is provided.

Any future submission of the design plans for this project must be accompanied by a letter, prepared by the applicant's engineer, which addresses each of the comments contained in this report. Should you have any questions regarding this matter, please do not hesitate to contact me at this office.

Sincerely,



Krista Heinrich, PE
Township Engineer

- c: Charles L. Guttenplan, AICP – Director of Planning and Zoning
Robert A. Sztubinski, B.C.O. – Director of Building & Codes
Andrew Thomas – Fire Marshal
Sean Kilkenny, Esq.; The Law Offices of Sean Kilkenny, LLC – Township Solicitor (*via email*)
Timothy P. Woodrow, PE – Applicant's Engineer
Joseph A. Zadlo – Applicant
2015 McCausland Descendants Trust – Owner

WHITEMARSH TOWNSHIP

To: Charles L. Gutten Plan, AICP, Director of Planning & Zoning

From: Andrew G. Thomas, Fire Marshal



Subject: SLD#04-25: ERDENHEIM FARM SUBDIVISON (NLT TRACT)
(PRELIMINARY/FINAL SUBDIVISON)
800 STENTON AVE- NLT TRACT
FLOURTOWN, PA 19031

Date: 7/1/2025

After reviewing the plans for 800 Stenton Ave- NLT TRACT, the Fire Marshal's Office has no issue with the proposed subdivision.

Andrew G. Thomas
Fire Marshal, Emergency Management Coordinator
616 Germantown Pike
Lafayette Hill, PA 19444
Phone: 610-825-3535 ext. 2614
Email: athomas@whitemarshtwp.org



July 2, 2025

Mr. Craig McAnally, Township Manager
Whitemarsh Township
616 Germantown Pike
Lafayette Hill, PA 19444

Reference: Waivers Requested
Erdenheim Farm, 800 Stenton Avenue
Whitemarsh Township, Montgomery County, PA

Dear Mr. McAnally:

In conjunction with our resubmission package for the referenced property, we respectfully request the following waivers from the from the following Whitemarsh Subdivision and Land Development Ordinances:

1. Section 105-12.D – The applicant is requesting a waiver from the requirement that presentation of a preliminary and final plan shall each be considered a separate submission with a maximum 90-day review period which may be required for each.
2. Section 105-21.1.K(2) – The applicant is requesting a waiver from the requirement that the applicant pay a traffic impact fee.
3. Section 104-23.B(1)(e) - The applicant is requesting a wavier from the requirement that a location map showing relation of the site to adjoining property and streets within 1,000 feet, be present at a scale of one-inch equals 800 feet to allow a location map at a scale of one-inch equals 1,500 feet.
4. Section 105-23.B(1)(I) – The applicant is requesting a waiver from the requirement that the plan show existing features within 500 feet of the property. The applicant has shown the noted existing features within the site as they pertain to the proposed subdivision.
5. Section 105-30.A. – The applicant is requesting a waiver from the requirement to meet minimum cartway widths and to provide curbs, sidewalks, and a tree zone, to allow the exiting cartway(s) to remain as they exist and to not require the installation of curbs, sidewalks and a tree zone to preserve the rural character of the existing streetscape and to minimize disturbance. This applies to Stenton Avenue, Flourtown Road, and Thomas Road.

July 2, 2025

Mr. Craig McAnally, Township Manager

Whitemarsh Township

Reference: Waivers Requested
Erdenheim Farm, 800 Stenton Avenue

6. Section 105-46 – The applicant is requesting a waiver from the requirement for the installation of curbs to allow that curbs not to be installed.
7. Section 105-47.A – The applicant is requesting a waiver from the requirement for the installation of sidewalks to allow sidewalks not to be installed.
8. Section 105-48.A – The applicant is requesting a waiver from the requirement of installation of trees along all streets where suitable trees do not exist, to allow that no additional street trees be planted.
9. Section 105-52 – The applicant is requesting a waiver from the requirement to provide buffer yards between land developments and along existing streets to soften visual impact.
10. Section 105-53.D – The applicant is requesting a waiver from the requirement that the applicant dedicate land in the amount of ten (10%) percent of the total site area for park and recreational uses or pay a fee-in-lieu of dedication and instead allow no dedication of land for park and recreational use nor the payment of a fee in-lieu-of dedication.
11. Section 105-73.A – The applicant is requesting a waiver from the requirement sidewalks be installed to allow not sidewalks to be installed.
12. Section 105-74.A – The applicant is requesting a waiver from the requirement that curbs be installed, if in the opinion of the Board of Supervisors they are necessary, to allow no curbs to be installed.
13. Section 105-83. – The applicant is requesting a waiver from the requirement that street trees and other plantings are required.

Additional Waivers added per July 1, 2025, Engineer Review Comments:

14. Section 105-23(A)(1) – The applicant is requesting a waiver from the requirement that the final plan be at one-inch equals 50 feet or one-inch equals 100 feet scale.
15. Section 105-023(B)(1)(q) & 105-72(A) – The applicant is requesting a waiver from the requirement to show proposed monuments.
16. Section 105-44(E) – The applicant is requesting a waiver from the requirement that residential lots not be less than one nor more than two and a half times their width.
17. Section 105-45 – The applicant is requesting a waiver from the requirement from the requirement to provide easement for improvements crossing property lines.

Page 3

July 2, 2025

Mr. Craig McAnally, Township Manager

Whitemarsh Township

Reference: Waivers Requested
Erdenheim Farm, 800 Stenton Avenue

18. Section `105-69.(C) – The applicant is requesting a waiver from the requirement o improve abutting existing streets.

Thank you in advance for your attention to this matter. Please call with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "John Kolb", written in a cursive style.

John Kolb
Woodrow & Associates, Inc.

cc: Charlie Guttenplan, AICP, Director of Planning and Zoning / Zoning Officer
Joseph A. Zadlo
Krista Heinrich, P.E., Township Engineer
Timothy P. Woodrow, P.E., Twp. Engineer



Natural Lands

1031 Palmers Mill Road
Media, PA 19063

610-353-5587

info@natlands.org
natlands.org

board of trustees

Susan P. Mucciarone
chairperson

Jane G. Pepper
vice chairperson

Beth Albright
Barbara B. Aronson
Lloyd H. Brown
Rayenne A. Chen
Jason Duckworth
Regina A. Hairston
Gail Harrity
Peter O. Hausmann
Jeffrey Idler
Paulina L. Jerez
Ann T. Loftus, Esq.
Stephan K. Pahides
Robert K. Stetson
Andrew I. VandenBrul
William Y. Webb

chairperson emeritus

Peter O. Hausmann

emeritus trustees

Henry E. Crouter
John A. Terrill, II
William G. Warden, IV
Theodore V. Wood, Jr.

Oliver Bass
president

Via email: pernst@erdenheimfarm.com

Cc: jazarch@aol.com; lgraff@erdenheimfarm.com; twoodrow@woodrowinc.com;
jkolb@woodrowinc.com

March 28, 2025

2015 McCausland Descendants Trust
Erdenheim Farm
ATTN: Peter Ernst
5051 Flourtown Road
Lafayette Hill, PA 19444

Re: Proposal for Amendment of the Conservation Easement on the 2015 McCausland Descendants Trust property (aka Erdenheim Farm - Wissahickon) located at 800 Stenton Avenue, Whitmarsh Township, Montgomery County, PA, tax parcel no. 65-00-11144-00-5

Dear Peter,

This proposal is intended to outline the work necessary to amend the conservation easement on the above-referenced property. Please refer to Article 8, *Glossary*, of the conservation easement for complete descriptions of capitalized terms.

The amendment and associated work will accomplish the following important goals:

1. Exercise the reserved right of Subdivision in section 2.02(a) of the Conservation Easement to subdivide the Property into three Lots, as generally shown on the attached Proposed Subdivision Plan prepared by Woodrow & Associates, Inc. dated 11/4/2024 (the "Subdivision Plan");
2. Modify the southern boundary of Minimal Protection Area 1 shown on the Conservation Plan subject to Natural Lands' review and approval and according to the following requirements:
 - a. Reduce the area of Minimal Protection Area 1 so that the entirety of Minimal Protection Area 1 falls within the boundary of Proposed Parcel #2 shown on the Subdivision Plan;
 - b. Update survey and legal description of Minimal Protection Area 1; and
 - c. Mark the new southern boundary of Minimal Protection Area 1 with permanent markers;
3. Comply with section 2.03 of the Conservation easement to:
 - a. Provide Natural Lands with the plan of Subdivision approved under Applicable Law and legal description of each Lot created or reconfigured by the Subdivision;
 - b. Mark the boundaries of each Lot with permanent markers; and



PA: The official registration and financial information of Natural Lands may be obtained from the Pennsylvania Department of State by calling toll free, within Pennsylvania, 1-800-732-0999. Registration does not imply endorsement. NJ: Information filed with the Attorney General concerning this charitable solicitation and the percentage of contributions received by the charity during the last reporting period that were dedicated to the charitable purpose may be obtained from the Attorney General of the State of New Jersey by calling 973-504-6215 and is available on the internet at: www.NJConsumerAffairs.gov. Registration with the Attorney General does not imply endorsement.



- c. Within the amendment document, allocate among the three Lots those limitations applicable to more than one Lot under the Conservation Easement;
4. Create a new Conservation Plan, substantially similar to the existing Conservation Plan dated May 29, 2009, using new and existing survey data to show the Property boundary, the boundary of each of the three Lots, the Highest Protection Area, the Standard Protection Area, Minimal Protection Area 1, Minimal Protection Area 2, and the Trail Easement Area; and
5. Memorialize existing conditions with an update to the Baseline Documentation.

SCOPE OF WORK FOR THE EASEMENT AMENDMENT

The following describes the steps to complete the amendment, followed by an estimate of the costs.

1. Natural Lands' Board Approval of the Amendment

Board approval is necessary for all amendments entered into by Natural Lands. This proposal is contingent upon Board approval which may include conditions not contained in this proposal. After receipt of a signed copy of this proposal, staff will present the proposed amendment to the next regularly scheduled meetings of the Conservation Programs Committee and full Board.

2. Draft Amendment and Associated Exhibits

Natural Lands' attorney will prepare a first draft of the amendment for review by the 2015 McCausland Descendants Trust (the "Trust"). The draft amendment will be circulated to you and the Trust's attorney for review and approval. Upon the review and acceptance of the draft amendment, Natural Lands will circulate the final draft for signature.

Exhibits A and B

The new Exhibit B Conservation Plan for the amendment will be prepared by Natural Lands' GIS staff using data obtained from the original Conservation Plan and the Subdivision Plan (and its CAD file).

The Exhibit A legal description for the Property will be prepared by the surveyor.

This proposal assumes that the Trust will contract directly with its surveyor for the Subdivision Plan and associated survey work. Attached to this proposal is a list of Natural Lands' requirements for the survey work.

Title Review and Consent of Mortgage (if any)

Natural Lands will order a title report to determine the existence of any liens, judgments, rights of way, or other easements on the Property.

Prior to signing and recording the amendment, it will be necessary for the Trust to get the consent of any financial institution holding a mortgage or line of credit on the



property. Natural Lands can provide the document that would need to be signed by the financial institution to subordinate its interest in the property to the amendment. The financial institution may ask to see a copy of the draft amendment.

3. Baseline Property Documentation Supplement

The Baseline Documentation report supplement will describe the features and resources of the Property at the time of the amendment. Natural Lands will ask the Trust to acknowledge the accuracy of the Baseline Documentation supplement when the amendment is signed. The supplement includes the following:

- a. Updated *Conservation Plan* showing boundaries, improvements, streams, and rights-of-way. The base map will be based on the survey and will be supplemented with information obtained from a site visit, aerial photography, and other maps and publications.
- b. Updated *Environmental conditions maps* showing topography, floodplains, soils, woodlands, and hedgerows.
- c. Updated *On-Site Photography* taken during a site visit by Natural Lands staff.
- d. Current *Aerial Photograph* obtained from existing photography sources.
- e. Updated *Improvements Inventory* of existing buildings and improvements by Lot and the tabulation of impervious coverage of structures that are limited by the conservation easement.

4. Recording the Amendment of the Conservation Easement

Natural Lands will coordinate the signing of the final amendment and record the document in the Montgomery County Recorder of Deeds office. A recorded copy of the amendment will be provided to you.

5. Estimate of Natural Lands' Costs

Staff Costs and Expenses

Natural Lands' staff services including the administration, coordination, document preparation, and mapping for the amendment as well as direct out-of-pocket expenses such as reproduction, postage, travel and recording fees. We expect our total staff costs for the amendment to be [REDACTED]. We will only charge for our actual costs. Should our costs be less than the above estimate, it will be reflected in our final invoice.

Title Report

A title report is important to verify the ownership of the Property and the existence of any liens, judgments, rights of way, or other easements on the Property. The cost for a title report is [REDACTED].

Natural Lands' Legal Fees

Natural Lands' attorney will draft the amendment and review any suggested changes made by the Trust's attorney. We expect legal fees to be approximately [REDACTED],



provided no unusual issues are encountered. Please note that legal fees incurred on the Trust’s behalf are not part of this proposal and are solely the Trust’s responsibility.

Surveying

As noted above, this proposal assumes that the Trust will contract directly with its surveyor for the Subdivision Plan and associated survey work. Attached is a list of Natural Lands’ requirements for the Subdivision Plan and survey work.

Summary of Estimated Costs:

Natural Lands Professional Staff	█
Natural Lands Legal Fees	
Title Search	
Recording Fees and Expenses for	
Amendment Document	
TOTAL	█

CONTRACTUAL AGREEMENT

The above estimate is a “not to exceed” limit. An initial contribution of █ is due upon signing of this proposal, which will be applied towards the above total. If problems or complications arise that change or complicate the scope of the work and affect our costs we will contact the Trust for further authorization. Should our actual costs be less than the above estimate, it will be reflected in our final invoice. We will only charge the Trust for our actual costs to complete the amendment.

The terms of this proposal are good through June 30, 2025. If the proposal is not signed by that date, Natural Lands reserves the right to revise its cost estimates.

If for any reason the amendment is discontinued, the Trust will be responsible for payment of Natural Lands’ accrued costs and expenses to date above and beyond the initial contribution and up to the total above. If these financial terms create any problems, or if the Trust needs to make any special arrangements regarding payment, please let us know as soon as possible.

If the Trust desires to proceed with the amendment under this contractual agreement, we request the Trust’s acknowledgement by signing in the space below and returning one copy to Natural Lands along with the initial contribution of \$6,500. We are prepared to begin work in earnest on the amendment upon receipt of a signed copy of this proposal and the initial contribution. Natural Lands will make every effort to keep the process moving in a timely manner.

Should you have any questions, please do not hesitate to contact me.



Natural
Lands

Sincerely,

Erin McCormick

Erin McCormick
Senior Director, Land Conservation
610-353-5587 ext.255
emccormick@natlands.org

Accepted by:

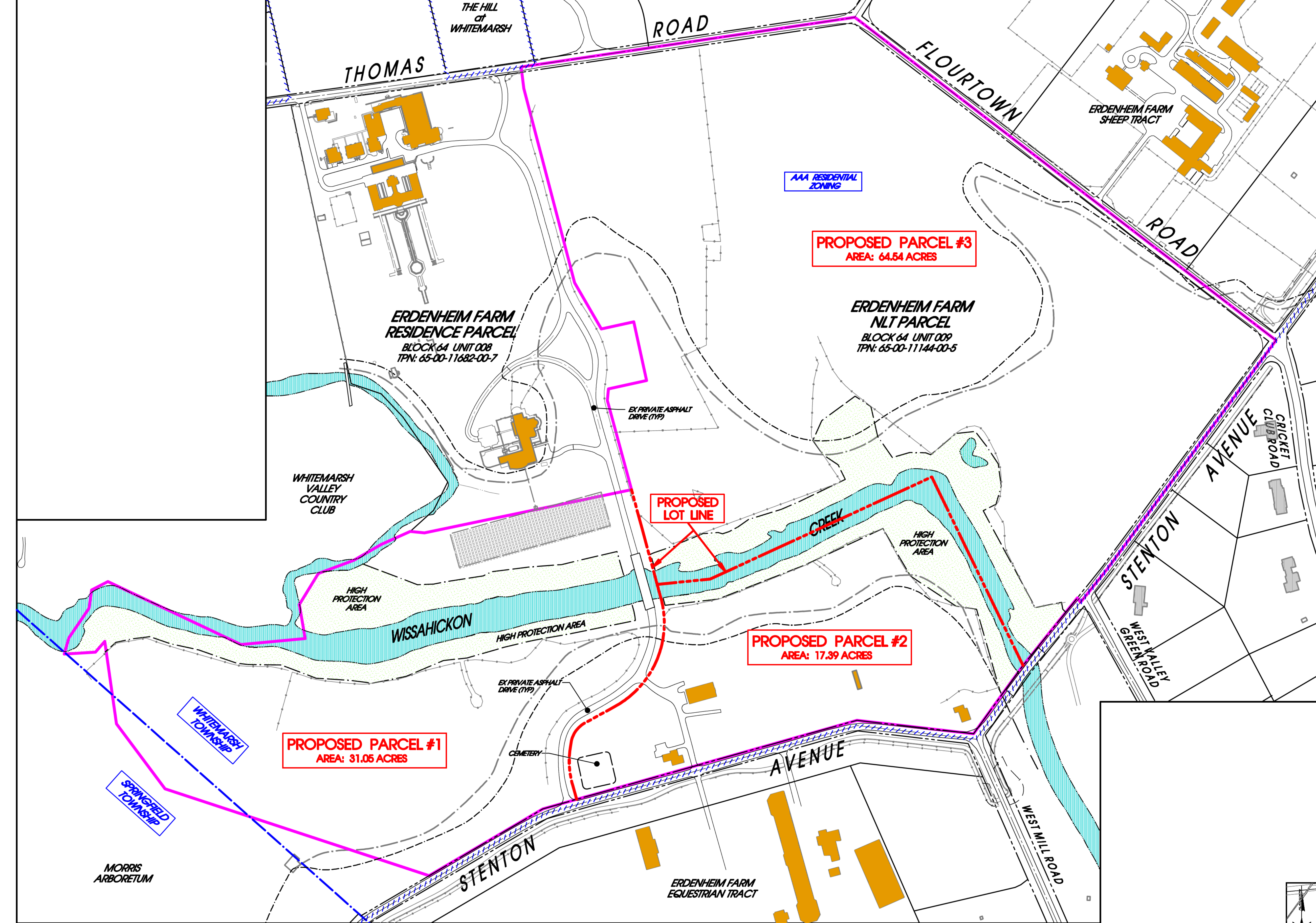
2015 McCausland Descendants Trust

By: _____

Name:

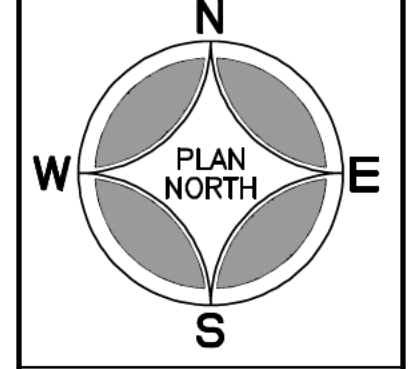
Title:

_____ Date



- ### GENERAL PLAN NOTES
- EXISTING FEATURES and SURVEY NOTES:**
- The metes and bounds depicted were taken from a plan entitled 'Boundary Survey of Natural Lands Trust' prepared by Monrose Land Surveyors, Bryn Mawr, PA dated Feb. 9, 2009, last revised May 26, 2009. Bearing Basis to match Pennsylvania South Zone 3702 State Plane Coordinate Bearing Basis.
 - The topography and existing features depicted were taken from a plan entitled 'Existing Features Plan of Manor House of the Dixon Farm' prepared by Monrose Survey Group, Inc. Bryn Mawr, PA dated Feb. 24, 2009. Vertical datum is N.G.V.D. 1929 obtained using static GPS observations and post processed via OPUS.
 - This plan was prepared utilizing the following references:
 - Tax maps and deeds of record as obtained from the Recorder of Deeds online resources.
 - Existing Soils classifications and mapping has been plotted from maps obtained from the USDA Web Soil Survey website (<http://websoilsurvey.sc.egov.usda.gov/>) unless otherwise noted.
 - Aerial imagery used for base plan reference provided by NearMap, Inc. Imagery from flight dated Oct. 17, 2024.
 - There has been NO field investigation performed to verify any existence of any wetlands or waters of the U.S. or Commonwealth or Alluvial Soils at the time of the site survey.
 - This site is located within Flood Plain Zone 'X' (areas determined to be outside the 0.2% annual chance floodplain) as illustrated on Community Panel Number 42091-C-0376-G, effective date March 2, 2016 as prepared by the Federal Emergency Management Agency. No computational floodplain study has been performed for this plan.
 - All persons digging on this site shall comply with the requirements of Section 5 of PA Act 287 as amended by PA Act 181. State law requires a three (3) business day notice prior to any digging (does not include state holidays or weekends). Dial 8-1-1 or go to www.paonecall.org.
 - Existing subsurface utility information illustrated on these plans were based upon visual field locations obtained as part of site survey operations. The information provided is representative of subsurface conditions only at locations and depths where such information was available. There is no expressed or implied agreement that subsurface utility connections exist between explored locations. Accordingly, utility information shown should not be relied upon for construction purposes. It is incumbent upon the contractor to verify subsurface utilities prior to excavation.
 - Legal rights-of-way width are per deed reference, recorded plan, and PennDOT Highway Data. Ultimate rights-of-way width are derived from Municipal Ordinances.
 - Subject property is zoned 'AAA' Residential District as noted on the Zoning Map.

NO.	DATE	DESCRIPTION
REVISIONS		



SEAL

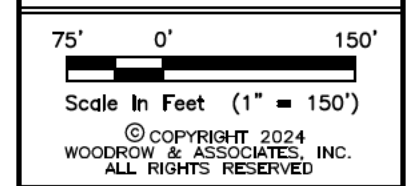
SEAL

PROJECT SERIAL NUMBER FOR DESIGN:

Pennsylvania 811
A Ready, Reliable, Multi-Use Participant Cooperative

Parcel Information:
N/F: The 2015 MCCAUSLAND DESCENDANTS TRUST GADSDEN CHRISTOPHER & LACY DOROTHY A TRS
TPN: 65-00-11682-00-7 Block 64 Unit 008 667 Thomas Rd (aka Residence Parcel) Deed Area: 23.35 Ac.
TPN: 65-00-11144-00-5 Block 64 Unit 009 800 Stenton Ave (aka NLT Parcel) Deed Area: 112.98 Ac.

Applicant:
ERDENHEIM FARM
c/o Julie Seely Controller
5051 Flourtown Rd
Lafayette Hill, PA 19444



© COPYRIGHT 2024
WOODROW & ASSOCIATES, INC.
ALL RIGHTS RESERVED

PROPOSED SUBDIVISION PLAN
ERDENHEIM FARM
 WHITE MARSH TOWNSHIP - MONTGOMERY COUNTY - PENNSYLVANIA
WOODROW & ASSOCIATES, INC.
 MUNICIPAL / CIVIL CONSULTING ENGINEERS
 1108 North Bethlehem Pike / Suite 505 - Lower Gwynedd - PA 19002
 Phone: (215) 542-5444 Web: www.woodrowinc.com

Layer List:
Exh_NLT-Subdiv

Job No:
17-0110 DB

Plan Date:
NOV. 04, 2024

Sheet No:
1 of 1

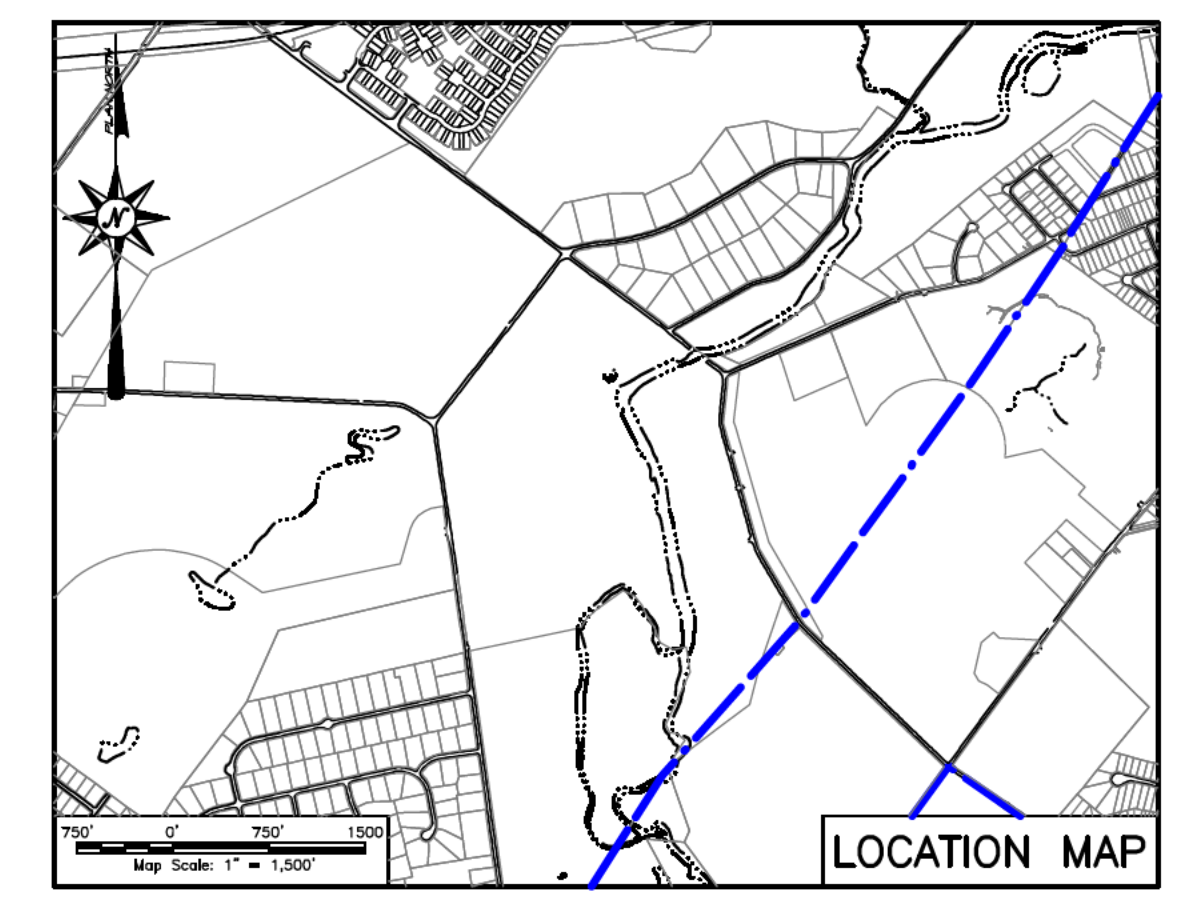
PLAN FEATURES LEGEND

	Ex. Tract Boundary Line
	Ex. Right-of-Way Line
	Ex. Right-of-Way Centerline
	Ex. FEMA Floodplain Limit
	Ex. Municipal Boundary Line
	Ex. Zoning District Boundary
	Ex. Fence Line

PARCEL AREA SCHEDULE

EX TRACT AREA (DEED):	112.98 ACRES
PROPOSED PARCEL #1:	31.05 ACRES
PROPOSED PARCEL #2:	17.39 ACRES
PROPOSED PARCEL #3:	64.54 ACRES

NO CHANGE OF OWNERSHIP
NO CHANGE OF USE
NO NEW DEVELOPMENT



Print Date: Nov 04, 2024 (16:23) Plot Scale: 1" = 150.00'
 File Name: C:\2024\17-0110\17-0110-Subdiv-Plan.dwg

**NATURAL LANDS
CONSERVATION EASEMENT SURVEY REQUIREMENTS**

All surveys shall include:

1. A survey of the Property boundary, internal boundaries of the protection areas, and boundaries of transferable Lots (if any).
2. Visible (4" +/- above grade) permanent monuments (concrete monuments, PVC pipe or similar, iron "T" posts or similar) to be set between the protection area corners after field verification of Landowner and Natural Lands as to exact placement.
3. Survey work to be performed according to the standards of the Manual of Practice for Professional Land Surveyors as adopted by the Pennsylvania Society of Land Surveyors.
4. Legal description for the Property, protection areas, and Lots (if any) suitable for recording at the Montgomery County Recorder of Deeds.
5. Plan maps (size 24x36) shall include:
 - a. Property outbound, easement area (if different from property boundary), protection areas, and Lots (if applicable), including metes & bounds and total acreage of each.
 - b. Buildings, roads, fences, existing farm lanes, stone walls, man-made ponds and other improvements.
 - c. Individual impervious surface coverage calculation of all buildings and improvements. Man-made ponds are considered to be impervious improvements.
 - d. Boundary encroachments, including but not limited to structures, dump piles, fences, mowing and/or tree cutting, row crops, etc.
 - e. The following natural features: contours (10-foot interval, or equivalent), streams, floodplain, natural ponds, woodlands, hedgerows, and other unique natural features.
 - f. Rights-of-way and utility and other easements from the title report, with labels.
 - g. Label all property monuments with X, Y coordinates.
 - h. CAD file suitable for conversion to ArcGIS. Assign a Coordinate System to the CAD Drawing of the Survey, such as State Plane (Feet--NAD 1983) or UTM (NAD 1983). Note: if an existing CAD file of the outbound will be used and a coordinate system cannot be assigned without creating a new CAD file, the existing CAD file without a coordinate system will be acceptable.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
65-00-11143-00-6 WHITEMARSH
800 STENTON AVE
NATURAL LANDS TRUST INC
B 064 U 007 L 1101 DATE: 06/05/2009

RECEIVED JUN 5 2009

JO

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
65-00-11144-00-5 WHITEMARSH
STENTON AVE
NATURAL LANDS TRUST INC
B 064 U 009 L 0319 DATE: 06/05/2009

JO

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
65-00-11146-00-3 WHITEMARSH
700 STENTON AVE
NATURAL LANDS TRUST INC
B 064 U 006 L 1101 DATE: 06/05/2009

JO

Prepared by and Return to:
Pregmon Law Offices
350 Sentry Parkway
Building 640 Suite 102
Blue Bell, PA 19422
Telephone: 610-834-7411

Tax Parcel(s):
65-00-11143-00-6
65-00-11144-00-5
65-00-11146-00-3

STATE TAX
AFFIDAVIT
FILED

Land Services
PACLTO9-2722

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT dated as of June 1, 2009 (the "Easement Date") is by and between NATURAL LANDS TRUST, INCORPORATED ("the undersigned Owner" or "NLT") and PHILADELPHIA CONSERVATIONISTS, INC., a Pennsylvania non-profit corporation (the "Holder"). Peter McCausland and Bonnie McCausland ("Equitable Owners") join in this Conservation Easement to evidence their consent to be legally bound as Owners of the Property from and after the Easement Date.

Article I. Background

1.01 Property

The undersigned Owner is the sole owner in fee simple of the Property, containing approximately 113 acres, more or less, in the aggregate, located in Whitemarsh Township, Montgomery County, Pennsylvania described in Exhibit "A" (the "Property"). Immediately following the grant of this Conservation Easement, the undersigned Owner intends to grant and convey the Property to Equitable Owners and, following that conveyance, Holder intends to assign its interest in this Conservation Easement to NLT. The Property is also described, for real estate tax purposes, as:

Street Address:	Stenton Avenue	
Parcel Identifier:	65-00-11143-00-6	Acreage: 2 acres
Street Address:	Stenton Avenue	
Parcel Identifier:	65-00-11144-00-5	Acreage: 113 acres
Street Address:	Stenton Avenue	
Parcel Identifier:	65-00-11146-00-3	Acreage: 2 acres

1.02 Conservation Plan

(a) Protection Areas

Attached as Exhibit "B" is a plan prepared by NLT dated May 29, 2009 (the "Conservation Plan") based upon a survey prepared by Momenec Survey Group, Inc. dated February 9, 2009, last revised May 26, 2009. The Conservation Plan shows, among other details, the perimeter boundary of the Property; the location of the Wissahickon Creek and the Highest Protection Area bordering both sides of the Wissahickon Creek: one (1) Minimal Protection Area that includes Tax Parcel 65-00-11143-00-6; and one (1) Minimal Protection Area that includes Tax Parcel 65-00-11146-00-3. The remainder of the Property outside the Highest Protection Area and the Minimal Protection Areas is designated Standard Protection Area for purposes of this Conservation Easement.

(b) Trail Easement

The Conservation Plan also shows the location of an area (the "Trail Easement Area") along the public right-of-way of Stenton Avenue within which a trail (the "Public Trail") is intended to be created as more fully

described in one or more documents (collectively, the “Trail Easement”) entered into by the Equitable Owner and Montgomery County and intended to be recorded following the recording of this Conservation Easement and the deed from the undersigned Owner to Equitable Owner.

1.03 Conservation Objectives

(a) Erdenheim Farm

This Conservation Easement is one of a group of conservation easements and restrictions intended, together, to preserve substantially all of the natural areas within Erdenheim Farm, an approximately 450 acre farm, owned by the families of George D. Widener and F. Eugene Dixon, Jr. since 1916. Erdenheim Farm is a well-known and much loved landscape within the Philadelphia region – a traditional working farm situated within Montgomery County at its border with a major metropolitan city. The pastures, fields, woodlands and wetlands of Erdenheim Farm are not only beautiful and historically important but they have also served to protect the water quality of Wissahickon Creek, a tributary of the Schuylkill River and a water resource of great importance to both Montgomery County and the City of Philadelphia. Holder; NLT; Whitemarsh Foundation; Montgomery County; Whitemarsh Township and Colonial School District (collectively, the “Project Participants”) have, as of the Easement Date, subjected the natural areas of Erdenheim Farm to the following conservation restrictions (collectively, the “Erdenheim Farm Restrictions”) so as to preserve and protect its scenic and resource values:

- (i) Declaration of Conservation Restrictions dated December 19, 2008 imposed by the Project Participants upon 97.732 acres, more or less, acquired by Whitemarsh Foundation and known as the Angus Tract.
- (ii) Declaration of Conservation Restrictions dated as of the Easement Date imposed by the Project Participants upon 90.448 (gross) acres, more or less, acquired by Whitemarsh Foundation and known as the Sheep Pasture.
- (iii) A Declaration of Restrictive Covenants for the benefit of NLT upon 18.73 (gross) acres, more or less, known as the Sheep Farmstead.
- (iv) This Conservation Easement for the benefit of Holder to be assigned to NLT, upon 113.087 acres, being the Property.
- (v) A Conservation Easement for the benefit of the NLT, upon 102.75 (gross) acres, more or less, known as the Equestrian Tract/Trackside Parcel.

(b) Resource Protection Objectives

This Conservation Easement seeks to achieve the goals and resource protection objectives (collectively, the “Conservation Objectives”) set forth below:

- (i) **Water Resources.** This Conservation Easement and other Erdenheim Farm Restrictions seek to protect the quality of water resources by implementing measures that help protect water resources from sediment and non-point pollution and promote the infiltration, detention and natural filtration of storm water. The Highest Protection Area has been established to protect Wissahickon Creek as it flows through the Property towards the Schuylkill River, a primary source of drinking water for the City of Philadelphia.
- (ii) **Scenic Resources.** Preservation of Erdenheim Farm, including some viewsheds within the Property, not only allows the public to continue to enjoy the beauty of its pastures, meadows, fields, woodland and landscaped open space but also enhances scenic vistas from a number of publicly and privately held natural open space areas along the border of the City of Philadelphia and Montgomery County including Morris Arboretum and Fairmount Park. Erdenheim Farm is traversed by a number of heavily traveled public rights-of-way and, with respect to the Property, scenic views of woodland and pasture are afforded the general public for a distance of 2,272.97 feet along Stenton Avenue and 2,650.92 feet along Flourtown Road and Thomas Road. In connection with the grant of this Conservation Easement, the undersigned Owner has joined in granting to County the Trail Easement so that the enjoyment of users of the Public Trail may be enhanced by scenic views of the Property and other portions of Erdenheim Farm. The Property has for many years afforded the general public with scenic views of livestock grazing in its fields and pasture. Existing Improvements within the Property contribute to, rather than detract from, these pastoral views.

(iii) **Natural Open Space.** This Conservation Easement seeks to preserve land in substantially a natural state with limited improvements and uses outside the Minimal Protection Area. This Conservation Easement has designated as a Standard Protection Area a large portion of the grassy fields and pastures within the Property. These field and pasture areas may be used for a variety of outdoor activities and uses conducted so as to substantially preserve the quality, quantity and availability of soil resources.

(iv) **Compatible Land Use and Development.** Minimal Protection Areas 1 and 2 have been sited around certain Existing Improvements within the Property.

(c) Goals

(i) **Highest Protection Area.** This Conservation Easement seeks to protect natural resources within the Highest Protection Area and to promote the health of the plant and animal communities of the Wissahickon Creek so as to keep them in an undisturbed state both within and next to the Creek.

(ii) **Standard Protection Area.** This Conservation Easement seeks to promote good stewardship of the Standard Protection Area so as to substantially preserve the quality, quantity and availability of its soil and other natural resources and protect the waters of Wissahickon Creek.

(iii) **Minimal Protection Area.** This Conservation Easement seeks to promote compatible land use and development within the Minimal Protection Area so that it will be available for a wide variety of activities, uses and Additional Improvements subject to the minimal constraints necessary to achieve Conservation Objectives outside the Minimal Protection Area.

1.04 Baseline Documentation

As of the Easement Date, the undersigned Owner or Owners and Holder have signed for identification purposes the report (the "Baseline Documentation"), to be kept on file at the principal office of Holder, that contains an original, full-size version of the Conservation Plan and other information sufficient to identify on the ground the protection areas identified in this Article; that describes Existing Improvements; that identifies the conservation resources of the Property described in the Conservation Objectives; and that includes, among other information, photographs depicting existing conditions of the Property as of the Easement Date.

1.05 Structure of Conservation Easement

This Conservation Easement is divided into eight Articles. Articles II, III and IV contain the restrictive covenants imposed by the undersigned Owner or Owners on the Property. In Article V the undersigned Owner or Owners grant to Holder certain rights to enforce the restrictive covenants in perpetuity against all Owners of the Property ("Enforcement Rights"). Article V also contains the procedure for Review applicable to those items permitted subject to Review under Articles II, III and IV. Article VI details the procedures for exercise of Enforcement Rights. Article VII contains provisions generally applicable to both Owners and Holder. The last Article entitled "Glossary" contains definitions of capitalized terms used in this Conservation Easement and not defined in this Article I.

1.06 Federal Tax Items

The undersigned Owners acknowledge that this Conservation Easement is not intended to qualify as a Qualified Conservation Contribution under §170(h) of the Internal Revenue Code (as more fully defined in Article VIII, the "Code").

1.07 Beneficiaries

No Beneficiaries of this Conservation Easement have been identified by the undersigned Owner and Holder.

1.08 Consideration

The undersigned Owner acknowledges receipt of the sum of \$1.00 in consideration of the grant of this Conservation Easement to Holder. The consideration has been paid in full to the undersigned Owner as of the Easement Date.

Article II. Subdivision

2.01 Prohibition

No Subdivision of the Property is permitted except as set forth below.

2.02 Permitted Subdivision

The following Subdivisions are permitted:

(a) **Transfer of Lots**

Subdivision to separate the Property into three Lots (unrestricted as to the acreage within each).

(b) **Transfer to Qualified Organization**

Subdivision to permit the transfer of a portion of the Property to a Qualified Organization for use by the Qualified Organization for park, nature preserve, public trail or other conservation purposes consistent with and in furtherance of Conservation Objectives.

(c) **Lease**

Transfer of possession (but not ownership) of one or more portions of the Property by lease for purposes permitted under, and subject to compliance with, the terms of this Conservation Easement.

(d) **Trust**

Subject to Review, transfer of a portion of the Property to a “qualified personal residence trust” as defined in the Code if and for so long as (i) the Owners transferring to the trust maintain ownership of the remainder of the Property (or subject Lot) and maintain operational control of the entirety of the Property (or subject Lot); and (ii) upon the expiration of the trust the entirety of the Property (or subject Lot) is unified into a single parcel.

2.03 Subdivision Requirements

(a) **Establishment of Lots; Allocations.**

Prior to transfer of a Lot following a Subdivision, Owners must (i) furnish Holder with the plan of Subdivision approved under Applicable Law and legal description of the each Lot created or reconfigured by the Subdivision; (ii) mark the boundaries of each Lot with permanent markers; and (iii) allocate in the deed of transfer of a Lot created by the Subdivision those limitations applicable to more than one Lot under this Conservation Easement. This information will become part of the Baseline Documentation incorporated into this Conservation Easement.

(b) **Amendment**

Holder may require Owners to execute an Amendment of this Conservation Easement to reflect any changes and allocations resulting from Subdivision that are not established to the reasonable satisfaction of Holder by recordation in the Public Records of the plan of Subdivision approved under Applicable Law.

Article III. Improvements

3.01 Prohibition

Improvements within the Property are prohibited except as permitted below in this Article . Owners must notify Holder of any Construction of any building or structure resulting in an increase in Impervious Coverage of more than 2,500 square feet and of any Construction of any other Improvement resulting in an increase in Impervious Coverage of more than 5,000 square feet.

3.02 Permitted Within Highest Protection Area

The following Improvements are permitted within the Highest Protection Area:

(a) **Existing Improvements**

Any Existing Improvement may be maintained, repaired and replaced in its existing location, or demolished in whole or in part. Existing Improvements may be expanded or relocated but only if the expanded or relocated Improvement complies with requirements applicable to Additional Improvements of the same type.

(b) **Existing Agreements**

Improvements that Owners are required to allow under Existing Agreements are permitted.

(c) **Additional Improvements**

The following Additional Improvements are permitted:

(i) Fences must be constructed of post-and-board, split rail or other open weave construction and must not exceed four (4) feet in Height or such greater Height as is approved by Holder, after Review. Posts and gates need not be constructed of wood. Electronic and other similar types of fencing for animal control, such as by way of example, single or dual wire and page wire, are permitted but must not exceed four (4) feet in Height.

(ii) Regulatory Signs.

(iii) Habitat enhancement devices such as birdhouses and bat houses.

(iv) Trails not to exceed six (6) feet wide and covered (if at all) by wood chips, gravel, or other highly porous surface.

(v) Not more than three (3) benches.

(vi) Not more than three (3) stream access structures not to exceed twelve (12) feet in width and, subject to Review, one footbridge to cross the Wissahickon Creek not more than twelve (12) feet in width.

(vii) Subject to Review, Improvements for generating and transmitting Renewable Energy to the extent such Improvements A) penetrate substrata beneath the Highest Protection Area; or B) are laid in the bed of the Wissahickon Creek; if, in either case, neither the Improvements nor the activity generating Renewable Energy has any materially adverse effect upon the waters of the Wissahickon Creek, its aquatic habitat, or the soil or vegetative resources of the Highest Protection Area .

3.03 Permitted Within Standard Protection Area

The following Improvements are permitted within the Standard Protection Area:

(a) Permitted under Preceding Sections

Any Improvement permitted under a preceding section of this Article is permitted; however, the limitations set forth below are substituted for any otherwise applicable limitation in the preceding section, and if no limitations are set forth below with respect to any such Improvement then the limitation in the preceding section relating to such Improvement shall not apply.

(b) Additional Improvements

The following Additional Improvements are permitted:

(i) Utility Improvements and Site Improvements (including Access Drives, Public Trail and other trails) reasonably required for activities and uses permitted within the Standard Protection Area or, if not reasonably feasible to install entirely within Minimal Protection Areas, other portions of the Property.

(ii) Agricultural Improvements and other Improvements reasonably required for activities and uses permitted within the Standard Protection Area under Article IV. Improvements reasonably required for non-commercial recreational uses permitted within the Standard Protection Area under Article IV, which Improvements include, by way of example and not limitation, the following: gazebos, pavilions, stands, blinds and benches; ponds, tennis courts and golf holes, and Construction (such as earthmoving, grading or excavation) incident to such Improvements. Improvements reasonably required for educational and environmental science programs permitted within the Standard Protection Area under Article IV include classrooms, conference rooms, laboratories, interpretive centers, display spaces and offices.

(iii) Subject to Review, Improvements for generating and transmitting Renewable Energy for use on or outside the Property.

(iv) The Public Trail as described in the Trail Easement.

(c) Limitations on Additional Improvements

Additional Improvements permitted within the Standard Protection Area are further limited as follows:

(i) The Height of Improvements must not exceed thirty-five (35) feet except for Improvements for generating Renewable Energy approved by the Holder after Review.

(ii) Fences, free-standing walls and gates must not exceed six (6) feet in Height; however, subject to Review, deer protective fencing and tennis court and recreational fencing may exceed that limit up to twelve (12) feet in Height if, with respect to tennis court and recreational fencing, screened by landscaping. Post and gates are not required to be open weave construction. Within portions of the Standard Protection Area located east of the Wissahickon Creek or within 150 feet of any public road, the following further limitations apply: fences must be either electronic or other similar types of fencing for

animal control such as, by way of example, single or dual wire and page wire or constructed of post-and-board, split-rail or other open weave construction; and fences, walls and gates must not exceed five (5) feet in Height or such greater Height as is approved by Holder after Review.

(iii) Impervious Coverage must not exceed a limit of 5000 square feet per roofed Improvement and 25,000 square feet in the aggregate for all roofed Improvements. Impervious Coverage within the Standard Protection Area must not exceed, in the aggregate, the number of square feet of Impervious Coverage as of the Easement Date set forth in the Baseline Documentation plus 100,000 square feet. The limitation on aggregate Impervious Coverage excludes Impervious Coverage associated with the Public Trail and Access Drives identified as Existing Improvements.

(iv) Access Drives are limited to a driving surface not to exceed fourteen (14) feet, or such wider area as may be required under applicable law.

(v) In addition to Regulatory Signs, signs are limited to a maximum of eight (8) square feet per sign and sixteen (16) square feet in the aggregate per Lot. Signs relating to the Public Trail are excluded from this limitation.

(vi) Utility Improvements, other than those relating to stormwater management and lighting, must be wholly underground except for those portions which must, to be operable, extend above-ground or, subject to Review, may be aboveground if not reasonably feasible to be installed underground. Subject to Review, Utility Improvements for generating and transmitting Renewable Energy may be above ground.

(vii) Not more than 10,000 square feet of earthmoving, grading, excavation or other Construction activities involving removal of vegetation or disturbance of earth is permitted at any time unless Holder approves after Review.

(viii) The following Additional Improvements are not permitted unless Holder approves after Review: (A) exterior storage tanks for petroleum or other hazardous or toxic substances (other than reasonable amounts of fuel for activities and uses within the Property permitted under this Conservation Easement); and (B) except as permitted in (c)(vi) above, Utility Improvements servicing Improvements not within the Property.

3.04 Permitted Within Minimal Protection Area

The following Improvements are permitted within each Minimal Protection Area:

(a) Permitted under Preceding Sections

Any Improvement permitted under a preceding section of this Article is permitted without regard to the limitations set forth in such section except for limitations on signs, storage tanks and Utility Improvements, all of which remain limited as set forth for the Standard Protection Area.

(b) Additional Improvements

The following Additional Improvements are permitted:

(i) Residential Improvements (including dwellings), including the expansion of Existing Improvements.

(ii) Utility Improvements and Site Improvements servicing activities, uses or Improvements permitted within the Property.

(c) Limitations

Additional Improvements permitted within the Minimal Protection Area are further limited as follows:

(i) Not more than two (2) Improvements (whether an Existing Improvement or Additional Improvement) may contain the two (2) Dwelling Units permitted, in the aggregate, under Article IV. As of the Easement Date, each Minimal Protection Area contains one (1) Habitable Improvement containing one (1) Dwelling Unit. Owners may allocate both Dwelling Units to Minimal Protection Area 1; however, in that case, the Habitable Improvement in Minimal Protection Area 2 may no longer be used for residential purposes.

(ii) Additional Improvements are subject to a Height limitation of thirty-five (35) feet or, if greater, the Height of the Existing Improvement being replaced.

Article IV. Activities; Uses; Disturbance of Resources

4.01 Prohibition

Activities and uses are limited to those permitted below in this Article and provided in any case that outside the Minimal Protection Area, the intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives set forth in §1.03(b)(i) and §1.03(b)(iii). The parties agree that the immediately foregoing prohibition relating to the intensity or frequency of any activity or use shall apply only in instances which such activity or use is being conducted in an extraordinary manner not contemplated by the other terms and conditions of this Conservation Easement so that such activity or use is causing, or may reasonable be expected to cause, imminent or permanent material degradation of the water resources of the Wissahickon Creek or the soil resources of the Property. Upon receipt of a notice of violation by Holder that an activity or use otherwise permitted under this Article IV violates this provision, Owners may, by issuance of Owners' Dispute Notice, refer the dispute to Alternative Dispute Resolution under the terms of §5.04(e).

4.02 Density Issues under Applicable Law

(a) Promoting Development outside the Property

Neither the Property nor the grant of this Conservation Easement may be used under Applicable Law to increase density or intensity of use or otherwise promote the development of other lands outside the Property.

(b) Transferable Development Rights

Owners may not transfer for use outside the Property (whether or not for compensation) any development rights allocated to the Property under Applicable Law.

4.03 Permitted Within Highest Protection Area

The following activities and uses are permitted within the Highest Protection Area:

(a) Existing Agreements

Activities, uses and Construction that Owners are required to allow under Existing Agreements.

(b) Disturbance of Resources

(i) Cutting trees, Construction or other disturbance of resources, including removal of Invasive Species, to the extent reasonably prudent to remove, mitigate or warn against an unreasonable risk of harm to Persons, property or health of Native Species on or about the Property. Owners must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review. Construction or other disturbance of resources in connection with Improvements permitted under Section 3.02 above.

(ii) Planting a diversity of Native Species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.

(iii) Removal and disturbance of soil, rock and vegetative resources to the extent reasonably necessary to accommodate Construction of Improvements within the Highest Protection Area with restoration as soon as reasonably feasible by replanting with a diversity of Native Species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.

(iv) Motor vehicular use in the case of emergency and, subject to applicable limitations (if any), in connection with activities or uses permitted within the Highest Protection Area.

(v) Subject to Review, removal of vegetation to accommodate replanting with a diversity of Native Species of trees, shrubs and herbaceous plant materials.

(vi) Other resource management activities that Holder determines are consistent with maintenance or attainment of Conservation Objectives and are conducted in accordance with the Resource Management Plan approved for that activity after Review

(vii) Generation of Renewable Energy if and to the extent Improvements for those purposes are permitted in Article III.

(c) Release and Disposal

(i) Application of substances approved for aquatic use to promote health and growth of vegetation, or control pests, in accordance with manufacturer's recommendations and Applicable Law.

(ii) Piling of brush and other vegetation to the extent reasonably necessary to accommodate activities or uses permitted within the Highest Protection Area.

(d) Other Activities

Activities (other than as permitted above) that do not require Improvements other than those permitted within the Highest Protection Area under Article III and do not materially and adversely affect maintenance or attainment of Conservation Objectives set forth in §1.03(b)(i) and §1.03(b)(iii) such as the following: (i) walking, bicycle riding on trails, horseback riding on trails, cross-country skiing, bird watching, nature study, fishing and hunting; and (ii) educational and environmental science activities consistent with and in furtherance of the Conservation Objectives. Motor vehicular use is not permitted in connection with the activities permitted under this subsection (d), unless Holder, without any obligation to do so, approves the use after Review.

4.04 Permitted Within Standard Protection Area

The following activities and uses are permitted within the Standard Protection Area so long as no Invasive Species are introduced:

(a) Permitted under Preceding Sections

Activities and uses permitted under preceding sections of this Article are permitted within the Standard Protection Area; however, the limitations set forth below are substituted for any otherwise applicable limitation in the preceding section, and if no limitations are set forth with respect to any such activity or use then the limitation in the preceding section relating to such activity or use shall not apply.

(b) Agricultural Uses

Agricultural uses and activities (including the use of motorized vehicles in furtherance of those activities) that maintain continuous vegetative cover and, if conducted in accordance with a Soil Conservation Plan furnished to Holder, other Agricultural uses (including equestrian activities, plowing, tilling, planting and harvesting of field crops, horticultural use and nursery use but excluding equestrian riding rings for which no such plan shall be required) that do not maintain continuous vegetative cover. Agricultural uses that involve removal of soil from the Property (such as sod farming and ball-and-burlap nursery uses) are permitted only if conducted in accordance with a Resource Management Plan approved by Holder after Review that provides for, among other features, a soil replenishment program that is intended to prevent a material degradation of the Property's soil resources.

(c) Other Disturbance of Resources

- (i) Removal of vegetation and other Construction activities reasonably required to accommodate Improvements permitted within the Standard Protection Area.
- (ii) Mowing, planting and maintenance of lawn, meadow, paddock, garden and landscaped areas including removal of trees and other vegetation (whether or not Native Species).
- (iii) Generation of Renewable Energy and transmission of such energy if and to the extent Improvements for that purpose are permitted under Article III.
- (iv) Removal or impoundment of water for activities and uses permitted within the Property or the adjacent property but not for sale or transfer outside the Property.
- (v) Other resource management activities that Holder determines are consistent with maintenance or attainment of Conservation Objectives and are conducted in accordance with the Resource Management Plan approved for that activity after Review.
- (vi) Construction and other disturbance or resources in connection with the Improvements permitted above in Section 3.03 above.

(d) Release and Disposal

(i) Piling and composting of biodegradable materials, including brush piles and timber piles originating from the Property in furtherance of Agricultural Uses within the Property permitted under this Article and the controlled burning of such piles in accordance with Applicable Law. Unconfined manure piles must be located so as to not to create run off into the Highest Protection Area. The phrase "unconfined manure piles" means manure that is 175 cubic feet or more in volume and covers the ground surface to a depth of at least 2 inches but is not confined within a manure storage facility, livestock

housing facility, or barnyard runoff control facility or otherwise covered and contained in a manner that prevents storm water access and direct runoff to surface water or leaching of pollutants into groundwater.

(ii) Subject to Review, disposal of sanitary sewage effluent from Improvements permitted within the Property.

(iii) Application of substances (including manure) to promote health and growth of vegetation in accordance with manufacturer's recommendations and Applicable Law. Use of pesticides and biological agents to remove pests that are threatening vegetation in accordance with manufacturer's recommendations and Applicable Law.

(e) Other Activities

Recreational (including by way of example, hunting, horseback riding, bicycle riding, cross-country skiing), educational, environmental science and other non-commercial open-space activities and uses that (i) do not require Improvements other than those permitted within the Standard Protection Area; and (ii) do not require motorized vehicular use other than for resource management purposes, construction activities, security or emergencies. Use of Access Drives and parking areas permitted under Article III for motor vehicle access and parking incidental to the activities described in this subsection is also permitted.

4.05 Permitted Within Minimal Protection Area

The following activities and uses are permitted within the Minimal Protection Area:

(a) Permitted under Preceding Sections

Activities and uses permitted under preceding sections of this Article are permitted within the Minimal Protection Area without regard to the limitations set forth in such section.

(b) Disturbance of Resources

Disturbance of resources and Construction within the Minimal Protection Area is permitted for purposes reasonably related to activities or uses and Improvements permitted within the Minimal Protection Area. Introduction of Invasive Species remains prohibited.

(c) Release and Disposal

(i) Disposal of sanitary sewage effluent from Improvements permitted within the Property.

(ii) Other piling of materials and non-containerized disposal of substances and materials but only if such disposal is permitted under Applicable Law; does not directly or indirectly create material run-off or leaching outside the Minimal Protection Area.

(d) Residential and Other Uses

(i) Residential use is permitted but limited to not more than two (2) Dwelling Units in the aggregate as limited in Article III. Certain Existing Improvements located within Minimal Protection Areas 1 and 2, identified in the Baseline Documentation as Habitable Improvements, are excluded from the limitation set forth in the first sentence of this Section 4.05(d) if and for as long as such Existing Improvement is used to house one or more workers performing services at Erdenheim Farm.

(ii) In addition to other uses permitted within the Minimal Protection Area, any occupation, activity or use is permitted if wholly contained within an enclosed Residential or Agricultural Improvement. The phrase "wholly contained" means that neither the primary activity or use or any parking are visible from public rights-of-way.

Article V. Rights and Duties of Holder

5.01 Grant to Holder

(a) Grant in Perpetuity

By signing this Conservation Easement and unconditionally delivering it to Holder, the undersigned Owner or Owners, intending to be legally bound, grant and convey to Holder a conservation servitude over the Property in perpetuity for the purpose of administering and enforcing the restrictions and limitations set forth in Articles II, III, and IV in furtherance of the Conservation Objectives.

(b) Superior to all Liens

The undersigned Owner warrants to Holder that the Property is, as of the delivery of this Conservation Easement on the Easement Date, free and clear of all Liens or, if it is not, that the undersigned Owner has obtained and attached to this Conservation Easement as an Exhibit the legally binding subordination of any Liens affecting the Property as of the Easement Date. Equitable Owner joins in this Conservation Easement to confirm that on the Easement Date it has accepted or will accept title to the Equestrian Tract free and clear of all Liens but subject to the encumbrance of this Conservation Easement.

5.02 Rights and Duties of Holder

The grant to Holder under the preceding section gives Holder the right and duty to perform the following tasks:

(a) Enforcement

To enforce the terms of this Conservation Easement in accordance with the provisions of Article VI including, in addition to other remedies, the right to enter the Property after reasonable prior notice to Owner (which may be by telephone, telefax or e-mail) to investigate in a reasonable manner a suspected, alleged or threatened violation.

(b) Inspection

To enter and inspect the Property (but not any Dwelling Unit) for compliance with the requirements of this Conservation Easement upon reasonable prior written notice, in a reasonable manner and at reasonable times.

(c) Review

To exercise rights of Review in accordance with the requirements of this Article as and when required under applicable provisions of this Conservation Easement.

(d) Interpretation

To interpret the terms of this Conservation Easement for Holder's purposes, apply the terms of this Conservation Easement to factual conditions on or about the Property, respond to requests for information from, or authorized by, Owners (such as requests for a certification of compliance), and apply the terms of this Conservation Easement to changes occurring or proposed within the Property.

5.03 Other Rights of Holder

The grant to Holder under this Article also permits Holder, without any obligation to do so, to exercise the following rights:

(a) Amendment

To enter into an Amendment with Owners if Holder reasonably determines (under the standard of reasonableness set forth in §5.04(d)(ii) below) that the Amendment is consistent with and in furtherance of the Conservation Objectives; will not result in any private benefit prohibited under the Code; and otherwise conforms to Holder's policy with respect to Amendments.

(b) Signs

To install not more than one (1) sign within the Property identifying the interest of Holder in this Conservation Easement. Any signs installed by Holder do not reduce the number or size of signs permitted to Owners under Article III. The sign is to be of a size and design and installed in a location readable from the public right-of-way, subject to the approval of the Owner of the Property, which approval shall not be unreasonably withheld.

5.04 Review

The following provisions are incorporated into any provision of this Conservation Easement that is subject to Review:

(a) Notice to Holder

At least thirty (30) days before Owners begin or allow any Construction, activity or use that is subject to Review, Owners must notify Holder of the change including with the notice such information as is reasonably sufficient to comply with Review Requirements and otherwise describe the change and its potential impact on natural resources within the Property.

(b) Notice to Owners

Within thirty (30) days after receipt of Owners' notice, Holder must notify Owners of Holder's determination to (i) accept Owners' proposal in whole or in part; (ii) reject Owners' proposal in whole or

in part, with a reasonably detailed explanation of the basis for such rejection; (iii) accept Owners' proposal conditioned upon compliance with conditions imposed by Holder, with a reasonably detailed explanation of the conditions; or (iv) reject Owners' notice for insufficiency of information on which to base a determination, with a reasonably detailed explanation of the insufficiency. If Holder gives conditional acceptance under clause (iii), commencement of the proposed Improvement, activity, use or Construction constitutes acceptance by Owners of all conditions set forth in Holder's notice.

(c) Failure to Notify

If Holder fails to notify Owners as required in the preceding subsection, the proposal set forth in Owners' notice is deemed approved.

(d) Standard of Review

(i) The phrase "unless Holder, without any obligation to do so," in relation to an approval or determination by Holder, means that, in that particular case, Holder's approval is wholly discretionary and may be given or withheld for any reason or no reason.

(ii) In all other cases, Holder's approval is not to be unreasonably withheld. It is not unreasonable for Holder to disapprove a proposal that may materially and adversely affect natural resources described in the Conservation Objectives or that is otherwise inconsistent in a material way with maintenance or attainment of Conservation Objectives.

(e) Alternative Dispute Resolution

(i) Holder's decision under §5.04(b) is final unless, within ten (10) days after receipt of Holder's notice, Owners deliver to Holder a notice ("Owner's Dispute Notice") that Owners dispute the reasonableness of Holder's decision under the standards set forth in §5.04(d) and the reasons for such determination. If Owners and Holder do not otherwise resolve the dispute within ten (10) days following Owners' Dispute Notice, the dispute is to be referred for alternative dispute resolution as provided below.

(ii) If Owners and Holder do not otherwise resolve the dispute within ten (10) days following Owners' Dispute Notice, the dispute is to be referred to a mediator mutually agreeable to Owners and Holder. If, within thirty (30) days following Owner's Dispute Notice, Owners and Holder are unable to agree upon a person to serve as mediator, the American Arbitration Association is authorized to appoint the mediator at the request of either Owners or Holder. The person appointed as mediator must, unless otherwise agreed by Owners and Holder, be an appropriately certified or trained mediator. The mediator may engage a forester, agronomist or other conservation or resource management professional to assist in finding a resolution of the issue that both meets the requirements for approval of a proposal subject to Review and is acceptable to Owners and Holder. Both the mediator and any resource management professional engaged by the mediator must be independent and unaffiliated with either Owners or Holder. The mediator's fee and ancillary costs are to be borne equally (one-half each) by Owners and Holder. Both Owners and Holder must exercise good faith, reasonable efforts to resolve the dispute; however, if, within sixty (60) days following Owners' Dispute Notice, a mutually binding resolution of the dispute has not been achieved, neither Owners nor Holder are obliged to continue mediation.

(iii) If the mediation under the preceding subsection is unsuccessful, Owners and Holder agree to submit their respective final written proposals to a conservation or resource management professional, unaffiliated with either Owners or Holder, who has the expertise, training or qualifications to conduct a Review of their respective proposals (the "Reviewer") so as to select one, and only one, that meets the standard of reasonableness set forth above. If Owners and Holder are unable to identify a mutually agreeable Reviewer, the Reviewer is to be appointed by the Natural Resource Conservation Service. Owners and Holder must each submit one, and not more than one, written proposal to the Reviewer within ten (10) days following appointment of the Reviewer. Within thirty (30) days following receipt of such proposals, the Reviewer must select, by notice to Owners and Holder, either Owners' proposal or Holder's proposal as submitted, without compromise or modification. Neither Owners nor Holder are permitted to communicate with the Reviewer during the Review period. The decision of the Reviewer is final and is conclusively deemed to meet the standards of reasonableness set forth above in this Section. Owners and Holder accept this procedure in full satisfaction of any and all rights that they may have under applicable law or otherwise to appeal or otherwise litigate disputes arising with respect to Review under this Conservation Easement. The Reviewer's fee and ancillary costs are to be borne equally (one-half each) by Owners and Holder.

5.05 Reimbursement

Owners must reimburse Holder for the actual costs and expenses of Holder reasonably incurred in the course of performing its duties with respect to this Conservation Easement other than monitoring in the ordinary course and except as provided above in §5.04(e). These costs and expenses include the allocated costs of employees of Holder other than those arising from monitoring and Review in the ordinary course

Article VI. Violation; Remedies

6.01 Breach of Duty

(a) Failure to Enforce

If Holder fails to enforce this Conservation Easement, or ceases to qualify as a Qualified Organization, then the rights and duties of Holder under this Conservation Easement may be transferred to another Qualified Organization by a court of competent jurisdiction.

(b) Transferee

The transferee must be a Qualified Organization and must commit to hold this Conservation Easement exclusively for conservation purposes as defined in the Code.

6.02 Non-compliance of Property with Conservation Easement

(a) Violation

If Holder determines that this Conservation Easement is being or has been violated by Owners or anyone acting by or through Owners or that a violation by Owners or anyone acting by or through Owners is threatened or imminent then the provisions of this Section will apply:

(i) Notice

Holder must notify Owners of the violation. Holder's notice may include its recommendations of measures to be taken by Owners to cure the violation and restore features of the Property damaged or altered as a result of the violation.

(ii) Opportunity to Cure

If the violation is due to an act of Owner or anyone acting by or through Owner, then Owners' cure period expires thirty (30) days after the date of receipt of Holder's notice to Owners described in the preceding subsection subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:

- (i) Owners cease the activity constituting the violation promptly upon receipt of Holder's notice;
- (ii) Owners and Holder agree, with both parties acting reasonably, within the initial thirty (30) day period, upon the measures Owners will take to cure the violation;
- (iii) Owners commence to cure within the initial thirty (30) day period; and
- (iv) Owners continue thereafter to use best efforts and due diligence to complete the agreed upon cure.

(iii) Imminent Harm

No formal notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to any natural resource or other feature of the Property described in the Conservation Objectives; however, Holder shall use such means as are reasonable under the circumstances (for example, by telephone) to notify Owners of the threatened or imminent violation.

(b) Non-Compliance

If the Property is not in compliance with this Conservation Easement and such non-compliance was not caused by the act of Owner or anyone acting by or through Owner, then, upon receipt of notice from Holder, Owner shall confer and discuss with Holder a cure for such non-compliance, but Owner shall not have any duty or obligation to Holder to undertake any such cure.

6.03 Actions

(a) Remedies

Upon expiration of the cure period (if any) described in the preceding Section, Holder may do any one or more of the following if the violation remains uncured and such violation was due to the act of Owner or anyone acting by or through Owner.

(i) Seek injunctive relief or specific performance to enforce the terms of this Conservation Easement; to restrain present or future violations of this Conservation Easement; and/or to compel restoration of resources destroyed or altered as a result of the violation.

(ii) Recover from Owners, if Owners or anyone acting by, through or under Owners are directly or indirectly responsible for the all sums owing to Holder under applicable provisions of this Conservation Easement together with interest thereon from the date due at the Default Rate. These monetary obligations include, among others, Losses and Litigation Expenses.

(b) Third Party Action

In the event of a non-compliance of this Conservation Easement caused by any Person other than Owners or anyone acting by or through Owners, Owners shall cooperate with Holder in pursuing recovery from such other Persons all sums due and owing to Holder under applicable provisions of this Conservation Easement, however, Holder has no obligation to pursue any such recovery. It being agreed by Owners and Holder that Owner shall also be entitled to seek and recover from such Persons all claims, remedies and damages available to Owner at law or in equity. Holder and Owners agree that any funds, including without limitation any insurance proceeds received, less such party's Litigation Expense, recovered from any Person (other than Holder or Owners) due to a violation of this Conservation Easement caused by such Person (or an insurable loss) shall be used to effect a cure of such non-compliance.

6.04 Modification or Termination

If this Conservation Easement is or is about to be modified or terminated by exercise of the power of eminent domain (condemnation) or adjudication of a court of competent jurisdiction sought by a Person other than Holder, the following provisions apply:

(a) Compensatory Damages

In cases other than condemnation, Holder is entitled to collect from the Person seeking the modification or termination, compensatory damages in an amount equal to the increase in Market Value of the Property resulting from the modification or termination plus reimbursement of Litigation Expenses as if a violation had occurred.

(b) Restitution

In cases other than condemnation, Holder is entitled to recover from the Person seeking the modification or termination, (i) restitution of amounts paid for this Conservation Easement (if any) and any other sums invested in the Property for the benefit of the public as a result of rights granted under this Conservation Easement plus (ii) reimbursement of Litigation Expenses as if a violation had occurred.

(c) Condemnation Proceeds

If the Property, or any portion of thereof, or either the interest of Holder or Owner, or both, in the Property is subject to a condemnation, then Holder and each Owner of a Lot subject to such condemnation may assert in such condemnation proceeding its claim for the Market Value of the interest so taken. Each party is responsible for its own counsel fees. Each party is entitled to retain the proceeds payable to it for the taking of such interest.

6.05 Remedies Cumulative

(d) The description of Holder's remedies in this Article does not preclude Holder from exercising any other right or remedy that may at any time be available to Holder under this Article or Applicable Law. If Holder chooses to exercise one remedy, Holder may nevertheless choose to exercise any one or more of the other rights or remedies available to Holder at the same time or at any other time.

(e) In the event of a default by Holder, after notice and reasonable opportunity to cure, Owners shall have and enjoy all remedies and rights available under Applicable Law and at equity. If Owners choose to exercise a remedy, Owners may nevertheless choose to exercise any one or more of the other rights or remedies available to Owners at the same time or at any other time. Neither this provision nor any other provision of this Conservation Easement supersedes the terms of §7.05: the Owners of any Lot within

the Property are not beneficiaries of the Conservation Easement and have no right to compel Holder to enforce this Conservation Easement against Owners of any other Lot.

6.06 No Waiver

(a) If Holder does not exercise any or all of its Enforcement Rights upon the occurrence of an event constituting a violation of this Conservation Easement, that is not to be interpreted as an agreement to postpone or, absent a Waiver, to forebear the exercise its Enforcement Rights with respect to that occurrence or a future occurrence.

(b) If Owners do not exercise any or all of their remedies or rights upon the occurrence of an event constituting a violation of this Conservation Easement, that is not to be interpreted as an agreement to postpone or, absent a Waiver, to forebear the exercise its remedies or rights with respect to that occurrence or a future occurrence.

6.07 No Fault of Owners

Holder waives its right to assert a default or seek reimbursement or any other remedy under this Article as to Owners (but not other Persons who may be responsible for the non-compliance) if the violation was not the fault of Owners. Holder agrees to look to County, rather than Owners, for correction of violations occurring within the Trail Easement Area unless and to the extent such violations arose from the acts or omissions of Owners.

6.08 Multiple Owners; Multiple Lots

If different Owners own Lots within the Property, only the Owners of the Lot in violation of this Conservation Easement will be held responsible for the violation. Holder is not obligated to notify Owners of other Lots of a violation on any particular Lot.

6.09 Multiple Owners; Single Lot

If more than one Owner owns the Lot in violation of this Conservation Easement, the Owners of the Lot in violation are jointly and severally liable for the violation regardless of the form of ownership.

6.10 Continuing Liability

If a Lot subject to this Conservation Easement is transferred while a violation remains uncured, the Owners who transferred the Lot remain liable for the violation jointly and severally with the Owners to whom the Lot was transferred. The Owners owning the Lot prior to transfer have no further liability for violations from and after the date of transfer if Holder has issued (or is deemed to have issued) a certificate of compliance evidencing no violations within thirty (30) days prior to the transfer. It is the responsibility of the Owners owning the Lot prior to the transfer to request a certificate of compliance to verify whether violations exist as of the date of transfer. Within ten (10) days following receipt of a request for such certificate, Holder shall issue and deliver to Owners a certificate stating whether or not Owners are in compliance with this Conservation Easement and, if not, stating with specificity the provisions of which Owners are in violation. If Holder fails to issue and deliver such certificate, Holder shall be deemed to have issued and delivered such certificate and Owners shall be deemed to be in compliance with this Conservation Easement as of the date of the request.

6.11 Immunity under Applicable Law

Nothing in this Conservation Easement limits the ability of Owners and or Holder to avail themselves of the protections available under Applicable Law affording immunity to Owners or Holder including, to the extent applicable, the Recreational Use of Land and Water Act, Act of February 2, 1966, P.L. (1965) 1860, No. 586 (68 P.S. §477-1 *et seq.*, as may be amended from time to time).

Article VII. Miscellaneous

7.01 Notices

(a) Requirements

Each Person giving any notice pursuant to this Conservation Easement must give the notice in writing and must use one of the following methods of delivery: (i) personal delivery; (ii) certified mail, return

receipt requested and postage prepaid; or (iii) nationally recognized overnight courier, with all fees prepaid.

(b) Address for Notices

Each Person giving a notice must address the notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by notice to the other Person:

If to Owners (after Easement Date): Mr. and Mrs. Peter McCausland
c/o McCausland Keen Buckman
[REDACTED]
Telefax: [REDACTED]
Attention: Stephan K. Pahides, Esquire

If to Holder (after Easement Date): Natural Lands Trust, Incorporated
1031 Palmers Mill Road
Media, PA 19063
Telefax: 610-353-0517
Attention: President

7.02 Governing Law

The laws of the Commonwealth of Pennsylvania govern this Conservation Easement.

7.03 Assignment and Transfer

Neither Owners nor Holder may assign or otherwise transfer any of their respective rights or duties under this Conservation Easement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner except as permitted below. Any purported assignment or transfer in violation of this Section is void.

(a) By Holder

Holder may assign its rights and duties under this Conservation Easement, either in whole or in part, but only to a Qualified Organization that executes and records in the Public Records a written agreement assuming the obligations of Holder under this Conservation Easement. The assigning Holder must deliver the Baseline Documentation to the assignee Holder as of the date of the assignment. Holder must assign its rights and duties under this Conservation Easement to another Qualified Organization if Holder becomes the Owner of the Property. Except for the assignment by Holder to NLT on or about the Easement Date, Holder must notify Owners not less than thirty (30) days prior to an intended assignment of the identity and address for notices of the Qualified Organization identified by Holder as its proposed assignee. If, within ten (10) days after Holder's notice, one or more Owners owning, in the aggregate, at least 50% of the acreage within the Property notify Holder of their reasonable, good faith objection to the proposed assignee, Holder shall not assign this Conservation Easement to such proposed assignee and Holder shall use reasonable, good faith efforts to identify by notice to Owners another Qualified Organization as its proposed assignee under the procedure set forth in this section. If Holder is unable to identify a Qualified Organization willing to accept the assignment, or if Owners notify Holder of their objection to the second proposed assignee, the matter shall be referred to the Attorney General of the Commonwealth of Pennsylvania to appoint a Qualified Organization as assignee of Holder.

(b) By Owners

This Conservation Easement is a servitude running with the land binding upon the undersigned Owners and, upon recordation in the Public Records, all subsequent Owners of the Property or any portion of the Property are bound by its terms whether or not the Owners had actual notice of this Conservation Easement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Conservation Easement.

7.04 Binding Agreement

Subject to the restrictions on assignment and transfer set forth in the preceding Section, this Conservation Easement binds and benefits Owners and Holder and their respective personal representatives, successors and assigns.

7.05 No Other Beneficiaries

This Conservation Easement does not confer any Enforcement Rights or other remedies upon any Person other than Owners and Holder. Owners of Lots within or adjoining the Property are not beneficiaries of this Conservation Easement and, accordingly, have no right of approval or joinder in any Amendment other than an Amendment applicable to the Lot owned by such Owners.

7.06 Amendments; Waivers

No change in any term or provision of this Conservation Easement and no consent to any departure by Owners from strict compliance with this Conservation Easement is effective unless the Amendment or Waiver, as the case may be, is in writing and signed by an authorized signatory for Holder. The grant of an Amendment or Waiver in any instance does not imply that an Amendment or Waiver will be granted in any other instance.

7.07 Severability

If any provision of this Conservation Easement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Conservation Easement remain valid, binding and enforceable. To the extent permitted by Applicable Law, the parties waive any provision of Applicable Law that renders any provision of this Conservation Easement invalid, illegal or unenforceable in any respect.

7.08 Counterparts

This Conservation Easement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

7.09 Indemnity

(a) Each Owner must indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses suffered or incurred by them arising out of or relating to (a) any material breach or violation of this Conservation Easement or Applicable Law with respect to the Lot owned by such Owner; or (b) damage to property or personal injury (including death) occurring on the Lot owned by such Owner to any Persons (other than employees of Holder entering the Property under the authority granted in this Conservation Easement) to the extent proximately caused by the negligent or wrongful acts or omission of such Owner.

(b) Holder must, with respect to occurrences on or about the Lot owned by such Owners, indemnify and defend the Owners, their members, shareholders, partners, employees, agents, heirs, successors and assigns against all Losses and Litigation Expenses suffered by any of them arising out of or relating to (a) any breach or violation of this Conservation Easement by Holder; (b) damage to property or personal injury (including death) occurring on or about the Property suffered by one or more employees of Holder entering the Property under the authority granted in this Conservation Easement; and (c) damage to property or personal injury (including death) occurring on or about the Property as a result of any access onto the Property by Holder or its agents or employees if and to the extent caused by the negligent or wrongful acts of Holder, its agents or employees.

7.10 Guides to Interpretation

(a) Captions

Except for the identification of defined terms in the Glossary, the descriptive headings of the articles, sections and subsections of this Conservation Easement are for convenience only and do not constitute a part of this Conservation Easement.

(b) Glossary

If any term defined in the Glossary is not used in this Conservation Easement, the defined term is to be disregarded as surplus material.

(c) Other Terms

(i) The word "including" means "including but not limited to".

(ii) The word "must" is obligatory; the word "may" is permissive and does not imply any obligation.

(iii) The word "Owners" is to be interpreted as meaning only the Owners of the Lot in question whenever a term or provision of this Conservation Easement pertains to, or is being applied to, less than all of the Property. For example, if Subdivision or Construction is proposed for a certain Lot, only the

Owners of that Lot are obligated to comply with requirements, such as Review or reimbursement of costs of Review, applicable to such Subdivision or Construction.

(d) Conservation and Preservation Easements Act

This Conservation Easement is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation easement under the Conservation Easements Act unless and to the extent otherwise provided under the terms of this Conservation Easement.

(e) Restatement of Servitudes

This Conservation Easement is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation servitude under the Restatement (Third) of Servitudes unless and to the extent otherwise provided under the terms of this Conservation Easement.

7.11 Entire Agreement

This is the entire agreement of Owners, Holder and Beneficiaries (if any) pertaining to the subject matter of this Conservation Easement. The terms of this Conservation Easement supersede in full all statements and writings between Owners, Holder and others pertaining to the transaction set forth in this Conservation Easement.

7.12 Incorporation by Reference

Each Exhibit attached to this Conservation Easement is incorporated into this Conservation Easement by this reference. The Baseline Documentation (whether or not attached to this Conservation Easement) is incorporated into this Conservation Easement by this reference.

7.13 Coal Rights Notice

The following notice is given to Owners solely for the purpose of compliance with the requirements of the Conservation Easements Act:

NOTICE: This Conservation Easement may impair the development of coal interests including workable coal seams or coal interests which have been severed from the Property.

Article VIII. Glossary

8.01 Access Drive(s)

The Access Drive crossing the Property in the location shown on the Conservation Plan and any other roads or drives providing access to and from Improvements or Minimal Protection Areas and public rights-of-way.

8.02 Additional Improvements

All buildings, structures, facilities and other improvements within the Property other than Existing Improvements.

8.03 Agricultural Improvements

Improvements used or usable in furtherance of Agricultural uses such as barn, stable, silo, spring house, green house, hoop house, riding arena (whether indoor or outdoor), horse walker, manure storage pit, storage buildings, feeding and irrigation facilities but excluding moveable and temporary equipment. Kennel, dog runs and related Improvements used in the breeding and boarding of dogs are also included.

8.04 Agricultural or Agriculture

Any one or more of the following and the leasing of land for any of these purposes:

(a) Farming

(i) Production of vegetables, fruits, seeds, mushrooms, nuts and nursery crops and plants (including trees and flowers) and the planting and maintenance of orchards and including the retail sale of such produce (whether harvested from Erdenheim Farm or on a 'u-pick' basis) to the general public.

(ii) Production, boarding, raising, breeding, grazing of poultry, livestock and furbearing animals and their products.

(iii) Production of field crops, hay or pasture.

(iv) Production of sod to be removed and planted elsewhere.

(v) Production of aquatic plants and animals.

(b) Equestrian; Canine

Boarding, breeding, stabling, raising, feeding, grazing, exercising, riding and training horses and instructing riders; breeding, boarding and training of dogs.

8.05 Amendment

An amendment, modification or supplement to this Conservation Easement signed by Owners and Holder and recorded in the Public Records.

8.06 Applicable Law

Any federal, state or local laws, statutes, codes, ordinances, standards and regulations applicable to the Property or this Conservation Easement as amended through the applicable date of reference.

8.07 Beneficiary

Any governmental entity or Qualified Organization that is specifically named as a Beneficiary of this Conservation Easement under Article I (which are none).

8.08 Best Management Practices

A series of guidelines or minimum standards (sometimes referred to as BMP's) published and recommended by federal, state and/or county resource management agencies for proper application of farming and forestry operations, non-point pollution of water resources and other disturbances of soil, water and vegetative resources and to protect wildlife habitats. Examples of resource management agencies issuing pertinent BMP's as of the Easement Date are: the Natural Resource Conservation Service of the United States Department of Agriculture (with respect to soil resources); the Pennsylvania Department of Environmental Protection (with respect to soil erosion, sedimentation and water resources) and the following sources of BMP's with respect to forest and woodland management: the Forest Stewardship Council principles and criteria, Sustainable Forestry Initiative standards, Forest Stewardship Plan requirements, American Tree Farm standards and Best Management Practices for Pennsylvania Forests.

8.09 Code

The Internal Revenue Code of 1986, as amended through the applicable date of reference.

8.10 Conservation Easements Act

The Pennsylvania Conservation and Preservation Easements Act, the act of June 22, 2001 (P.L. 390, No. 29) (32 P.S. §§5051-5059) as amended through the applicable date of reference.

8.11 Construction

Any demolition, construction, reconstruction, expansion, exterior alteration, installation or erection of temporary or permanent Improvements; and, whether or not in connection with any of the foregoing, any excavation, dredging, mining, filling or removal of gravel, soil, rock, sand, coal, petroleum or other minerals.

8.12 Default Rate

An annual rate of interest equal at all times to two percent (2%) above the "prime rate" announced from time to time in *The Wall Street Journal*.

8.13 Dwelling Unit

Use or intended use of an Improvement or portion of an Improvement for human habitation by one or more Persons (whether or not related). Existence of a separate kitchen accompanied by sleeping quarters is considered to constitute a separate Dwelling Unit.

8.14 Existing Agreements

Easements and other servitudes affecting the Property prior to the Easement Date and running to the benefit of utility service providers and other Persons that constitute legally binding servitudes prior in right to this Conservation Easement.

8.15 Existing Improvements

Improvements located on, above or under the Property as of the Easement Date as identified in the Baseline Documentation or any survey or title information furnished to NLT or Holder prior to the Easement Date.

8.16 Existing Lots

Lots existing under Applicable Law as of the Easement Date.

8.17 Habitable Improvement

Any dwelling, guesthouse, tenant house, dormitory, clubhouse, bunkhouse or other Improvement containing an apartment or other sleeping accommodations for human habitation.

8.18 Height

The vertical elevation of an Improvement measured from the average first floor (but not basement) exterior ground elevation of the Improvement to a point, if the Improvement is roofed, midway between the highest and lowest points of the roof excluding chimneys, cupolas, ventilation shafts, weathervanes and similar protrusions or, if the Improvement is unroofed, the top of the Improvement.

8.19 Impervious Coverage

The aggregate area of all surfaces that are not capable of supporting vegetation within the applicable area of reference. Included in Impervious Coverage are the footprints (including roofs, decks, stairs and other extensions) of Improvements; paved or artificially covered surfaces such as crushed stone, gravel, concrete and asphalt; impounded water (such as a man-made pond); and compacted earth (such as an unpaved roadbed). Excluded from Impervious Coverage are running or non-impounded standing water (such as a naturally occurring lake); bedrock and naturally occurring stone and gravel; and earth (whether covered with vegetation or not).

8.20 Improvement

Any Existing Improvement or Additional Improvement (circular def).

8.21 Indemnified Parties

Holder and its respective members, directors, officers, employees and agents and the heirs, personal representatives, successors and assigns of each of them.

8.22 Invasive Species

A plant species that is (a) non-native (or alien) to the ecosystem under consideration; and (b) whose introduction causes or is likely to cause material economic or environmental harm or harm to human health. In cases of uncertainty, publications such as "Plant Invaders of the Mid-Atlantic Natural Areas", by the National Park Service National Capital Region, Center for Urban Ecology and the U.S. Fish and Wildlife Service, Chesapeake Bay Field Office are to be used to identify Invasive Species.

8.23 Lien

Any mortgage, lien or other encumbrance securing the payment of money.

8.24 Litigation Expense

Any court filing fee, court cost, arbitration fee or cost, witness fee and each other reasonable and actual fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Conservation Easement including in each case, reasonable attorneys' fees, other professionals' fees and disbursements.

8.25 Losses

Any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages, fines, fees and penalties or other charge other than a Litigation Expense, but excluding all consequential, special or punitive damages.

8.26 Lot

A unit, lot or parcel of real property separated or transferable for separate ownership or capital lease under Applicable Law.

8.27 Market Value

The fair value that a willing buyer, under no compulsion to buy, would pay to a willing seller, under no compulsion to sell as established by appraisal in accordance with the then-current edition of Uniform Standards of Professional Appraisal Practice issued by the Appraisal Foundation or, if applicable, a qualified appraisal in conformity with §1.170A-13 of the Regulations.

8.28 Native Species

A plant or animal indigenous to the locality under consideration. In cases of uncertainty, published atlases, particularly *The Vascular Flora of Pennsylvania: Annotated Checklist and Atlas* by Rhoads and Klein and *Atlas of United States Trees, vols. 1 & 4* by Little are to be used to establish whether or not a species is native.

8.29 Owners

The undersigned Owner or Owners and all Persons after them who hold an interest in the Property.

8.30 Person

An individual, organization, trust or other entity.

8.31 Production

Planting, filling, mowing, harvesting of plants or the breeding, raising and feeding of animals, as applicable, and the wholesale sale of such items.

8.32 Public Records

The public records of the office for the recording of deeds in and for the county in which the Property is located.

8.33 Qualified Organization

A governmental or non-profit entity that (a) has a perpetual existence; (b) is established as a public charity for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and other charitable, scientific and educational purposes; (c) meets the criteria of a Qualified Organization under the Regulations; and (d) is duly authorized to acquire and hold conservation easements under Applicable Law.

8.34 Regulations

The provisions of C.F.R. §1.170A-14 as amended through the applicable date of reference.

8.35 Regulatory Signs

Signs (not exceeding one square foot each) to control access to the Property or signs for informational, directional or interpretive purposes.

8.36 Renewable Energy

Energy that can be used without depleting its source such as solar, wind, geothermal and movement of water (hydroelectric and tidal). Geothermal energy systems include geothermal wells and closed-loop water systems.

8.37 Residential Improvements

Dwellings and Improvements accessory to residential uses such as, by way of example only, garage, swimming pool, pool house, terrace, patio, deck, tennis court and children's play facilities.

8.38 Resource Management Plan

A record of the decisions and intentions of Owners prepared by a qualified resource management professional for the purpose of protecting natural resources described in the Conservation Objectives during certain operations potentially affecting natural resources protected under this Conservation Easement. The Resource Management Plan (sometimes referred to as the "RMP") includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate) and projects a multi-year description of planned activities for identified operations to be conducted in accordance with the plan.

8.39 Review

Review and approval of Holder under the procedure described in Article V.

8.40 Review Requirements

Collectively, any plans, specifications or information required for approval of the Subdivision, activity, use or Construction under Applicable Law (if any) plus (a) the information required under the Review Requirements incorporated into this Conservation Easement either as an Exhibit or as part of the Baseline Documentation or (b) if the information described in clause (a) is inapplicable, unavailable or insufficient under the circumstances, the reasonable guidelines for Review of submissions established by Holder as of the applicable date of reference.

8.41 Site Improvements

Unenclosed Improvements such as driveways, walkways, boardwalks, storm water management facilities, bridges, parking areas and other pavements, lighting fixtures, signs, fences, walls, gates, man-made ponds, berms and landscaping treatments.

8.42 Soil Conservation Plan

A plan for soil conservation and/or sedimentation and erosion control that meets the requirements of Applicable Law.

8.43 Subdivision

Any transfer of an Existing Lot into separate ownership; any change in the boundary of the Property or any Lot within the Property; and any creation of a unit, lot or parcel of real property for separate use or ownership by any means including by lease or by implementing the condominium form of ownership.

8.44 Utility Improvements

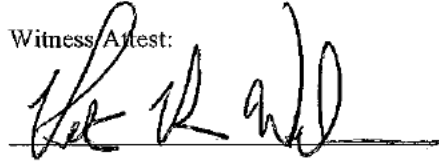
Improvements for the reception, storage, treatment, disposal or transmission of potable water, storm water, sewage, electricity, gas and telecommunications or other sources of power.

8.45 Waiver

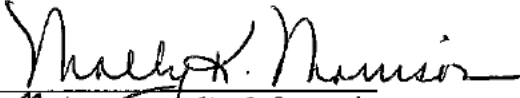
A written commitment by which Holder, without any obligation to do so, agrees to refrain from exercising Enforcement Rights for a specific period of time with respect to a specific set of circumstances if Holder is satisfied that the accommodation will have no material effect on Conservation Objectives.

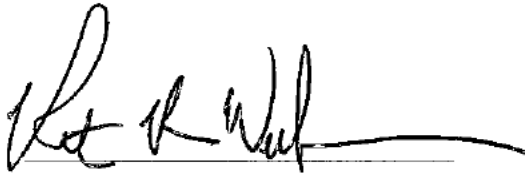
INTENDING TO BE LEGALLY BOUND, the undersigned Owner and Holder, by their respective duly authorized representatives, have signed and delivered this Conservation Easement as of the Easement Date.

Witness/Attest:

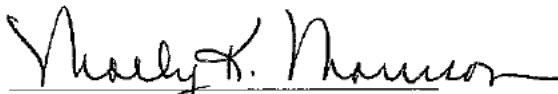


NATURAL LANDS TRUST, INCORPORATED

By: 
Name: MOLLY K. MORRISON
Title: President



PHILADELPHIA CONSERVATIONISTS, INC.

By: 
Name: MOLLY K. MORRISON
Title: President



Peter McCausland



Bonnie McCausland

COMMONWEALTH OF PENNSYLVANIA:

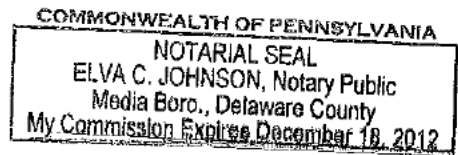
COUNTY OF *Delaware* :

ON THIS DAY, June 1, 2009, before me, the undersigned officer, personally appeared Peter McCausland and Bonnie McCausland known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Elva C. Johnson, Notary Public

Print Name:



COMMONWEALTH OF PENNSYLVANIA :

SS

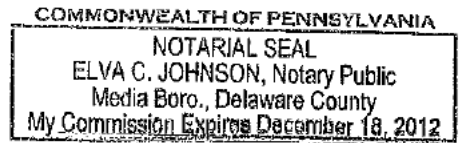
COUNTY OF *Delaware* :

ON THIS DAY, June 1, 2009, before me, the undersigned officer, personally appeared Molly K. Morrison , who acknowledged herself to be the President of NATURAL LANDS TRUST, INCORPORATED, a Pennsylvania non-profit corporation, and that 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 herself as such officer.

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

Elva C. Johnson, Notary Public

Print Name:



COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF *Delaware* :

ON THIS DAY, June 1, 2009, before me, the undersigned officer, personally appeared Molly K. Morrison , who acknowledged herself to be the President of PHILADELPHIA CONSERVATIONISTS, INC., a Pennsylvania non-profit corporation, and that 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 herself as such officer.

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

Elva C. Johnson, Notary Public

Print Name:

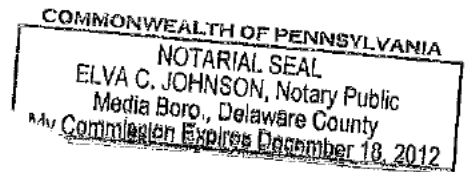


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

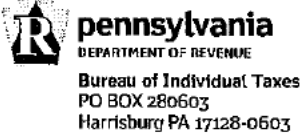
All that certain lot or parcel of land situated partly in the Townships of Whitemarsh and Springfield, County of Montgomery, and the Commonwealth of Pennsylvania, in accordance to a plan entitled "Boundary Survey of Natural Lands Trust" prepared by Momence Survey Group, Inc., dated February 9, 2009 and last revised May 15, 2009, more particularly described as follows:

Beginning at a corner formed by the centerline intersections of Stenton Avenue and Flourtown Road and running; thence

1. Along the centerline of Stenton Avenue, South 53 degrees 34 minutes 23 seconds East a distance of 900.02 feet to a corner; thence
2. Still along said centerline, South 51 degrees 12 minutes 31 seconds East a distance of 133.54 feet to a corner; thence
3. Leaving said centerline, South 56 degrees 07 minutes 29 seconds West a distance of 17.30 feet to an iron pin set; thence
4. Continuing parallel to Stenton Avenue the following 5 courses, South 51 degrees 12 minutes 31 seconds East a distance of 274.27 feet to a corner in Wissahickon Creek; thence
5. South 54 degrees 02 minutes 51 seconds East a distance of 266.46 feet to a corner in the bed of Stenton Avenue; thence
6. South 06 degrees 34 minutes 33 seconds West a distance of 370.98 feet to an iron pin set; thence
7. South 15 degrees 45 minutes 27 seconds East a distance of 1031.31 feet to an iron pin set; thence
8. South 30 degrees 26 minutes 11 seconds East a distance of 420.34 feet to an iron pin set; thence
9. Partly along lands now or formerly the Commonwealth of Pennsylvania, and University of Pennsylvania, and passing over the dividing line between Whitemarsh and Springfield Townships, South 18 degrees 13 minutes 29 seconds West a distance of 879.33 feet to a stone found; thence
10. Continuing along lands of the University of Pennsylvania, South 53 degrees 10 minutes 28 seconds West a distance of 256.59 feet to an iron pin set; thence
11. Along other lands of the Commonwealth of Pennsylvania the following 3 courses, and re-crossing said township line, and a certain 20 foot wide sanitary easement, South 81 degrees 57 minutes 29 seconds West a distance of 263.08 to an iron pin set; thence
12. South 49 degrees 14 minutes 45 seconds East a distance of 45.00 feet to an iron pin set; thence
13. South 03 degrees 25 minutes 59 seconds East a distance of 99.17 feet to an iron pin set; thence
14. Along same said lands of the University of Pennsylvania, North 73 degrees 58 minutes 56 seconds West a distance of 53.10 feet to corner in Wissahickon Creek; thence
15. Along or near the Wissahickon Creek and lands now or formerly Whitemarsh Country Club the following 5 courses, North 54 degrees 36 minutes 40 seconds West a distance of 117.26 feet to a corner; thence
16. North 82 degrees 10 minutes 08 seconds West a distance of 58.00 feet to a corner; thence
17. North 27 degrees 10 minutes 08 seconds West a distance of 58.00 feet to a corner; thence
18. North 25 degrees 19 minutes 52 seconds East a distance of 465.00 feet to a corner; thence
19. North 05 degrees 18 minutes 42 seconds West a distance of 203.69 feet to a corner near an old mill race; thence
20. Along said race and continuing along lands of Whitemarsh Country Club the following 5 courses, South 80 degrees 20 minutes 42 seconds West a distance of 109.00 feet to a corner; thence
21. North 58 degrees 30 minutes 18 seconds West a distance of 115.00 feet to a corner; thence
22. North 20 degrees 24 minutes 18 seconds West a distance of 120.00 feet to a corner; thence
23. North 30 degrees 11 minutes 18 seconds West a distance of 100.00 feet to a corner; thence
24. North 24 degrees 01 minutes 18 seconds West a distance of 100.00 feet to a corner of lands now or formerly F. Eugene Dixon Estate; thence
25. Along aforementioned lands the following 10 courses, North 05 degrees 20 minutes 39 seconds East a distance of 45.53 to an iron pin set; thence

26. Crossing a certain driveway, North 11 degrees 46 minutes 48 seconds West a distance of 668.19 feet to an iron pin set; thence
27. South 74 degrees 49 minutes 13 seconds West a distance of 292.32 feet to an iron pin set; thence
28. North 83 degrees 51 minutes 52 seconds West a distance of 36.64 feet to an iron pin set; thence
29. North 12 degrees 17 minutes 58 seconds West a distance of 123.00 feet to an iron pin set; thence
30. South 77 degrees 42 minutes 02 seconds West a distance of 190.00 feet to an iron pin set; thence
31. South 12 degrees 17 minutes 58 seconds East a distance of 105.00 feet to an iron pin set; thence
32. South 59 degrees 56 minutes 03 seconds West a distance of 168.57 feet to an iron pin set; thence
33. South 75 degrees 22 minutes 11 seconds West a distance of 634.69 feet to an iron pin set; thence
34. South 82 degrees 59 minutes 49 seconds West a distance of 68.29 to a corner in the centerline of Thomas Road; thence
35. Along said centerline, North 08 degrees 27 minutes 53 seconds West a distance of 1065.76 feet to the intersection of Flourtown Road; thence
36. Along the centerline of Flourtown Road, North 37 degrees 28 minutes 19 seconds East a distance of 1677.67 feet to the first mentioned point and place of beginning.

Containing 4,926,088 square feet or 113.087 acres of land.



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	5732
Page Number	2013
Date Recorded	6-5-09

See Reverse for Instructions

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

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

Name Patricia L. Pregmon		Telephone Number: (610) 834-7411	
Street Address 350 Sentry Pkwy Bldg 640 Suite 102		City Blue Bell	State ZIP Code PA 19422

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) Natural Lands Trust, Incorporated			Grantee(s)/Lessee(s) Philadelphia Conservacionists, Inc.		
Street Address 1031 Palmers Mill Road			Street Address 1031 Palmers Mill Road		
City Media	State PA	ZIP Code 19063	City Media	State PA	ZIP Code 19063

C. REAL ESTATE LOCATION

Street Address Stenton Avenue and Flouertown Road		City, Township, Borough Whitemarsh	
County Montgomery County	School District Colonial	Tax Parcel Number 65-00-111 65-00-111 65-00-11143-00-6 44-00-546-00-3	

D. VALUATION DATA

1. Actual Cash Consideration █	2. Other Consideration + █	3. Total Consideration = █
4. County Assessed Value part of █	5. Common Level Ratio Factor X █	6. Fair Market Value = part of █

E. EXEMPTION DATA

1a. Amount of Exemption Claimed █	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
--------------------------------------	---	---

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States 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, if other than listed above.)

Excluded transaction (18) A transfer to a conservancy, a transfer from a conservancy to the United States, the Commonwealth or to any of their instrumentalities, agencies or political subdivisions

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

Signature of Correspondent or Responsible Party <i>Patricia L. Pregmon</i>	Date 06/01/09
---	------------------

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

**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 5732 PG 01986 to 02012.1
INSTRUMENT # : 2009058281
RECORDED DATE: 06/05/2009 02:44:10 PM



0665533-0009U

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 28

Document Type: Easement
Document Date: 06/01/2009
Reference Info:

Transaction #: 569288 - 23 Doc(s)
Document Page Count: 26
Operator Id: jdeal

RETURN TO: (Mail)
LAND SERVICES USA, INC
22 NORTH CHURCH ST. 2ND FLOOR
WEST CHESTER, PA 19380

SUBMITTED BY:
LAND SERVICES USA, INC
22 NORTH CHURCH ST. 2ND FLOOR
WEST CHESTER, PA 19380

*** PROPERTY DATA:**

Parcel ID #:	65-00-11143-00-6	65-00-11144-00-5	65-00-11146-00-3
Address:	800 STENTON AVE	STENTON AVE	700 STENTON AVE
Municipality:	PA Whitemarsh Township (100%)	PA Whitemarsh Township (0%)	PA Whitemarsh Township (0%)
School District:	Colonial	Colonial	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:
TAXABLE AMOUNT:

FEES / TAXES:
Recording Fee:Easement
Additional Pages Fee
Affidavit Fee
Additional Parcels Fee
Affordable Housing Pages
Affordable Housing Parcels
Total:



DEED BK 5732 PG 01986 to 02012.1
Recorded Date: 06/05/2009 02:44:10 PM

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.

Charlie Guttenplan

From: JOSEPH A ZADLO [REDACTED]
Sent: Saturday, July 12, 2025 6:54 AM
To: Charlie Guttenplan
Cc: Peter Ernst; Leslie Graff; Tim Woodrow
Subject: Fw: Erdenheim Farm / Proposed Subdivision

Charlie,

Please note the email from Erin at NLT. This clears up any questions about the possibility of additional development as a result of the subdivision.

Thank you.

JOSEPH A ZADLO,
Architect / Planner
1717 School House Lane
Lower Gwynedd, PA 19002
215-872-3914 - m

----- Forwarded Message -----

From: McCormick, Erin <emccormick@natlands.org>
To: JOSEPH A ZADLO [REDACTED]
Cc: Peter Ernst [REDACTED]; Leslie Graff [REDACTED]; Tim Woodrow <twoodrow@woodrowinc.com>
Sent: Friday, July 11, 2025, 02:33:45 PM EDT
Subject: RE: Erdenheim Farm / Proposed Subdivision

Hi Joe,

Yes, I can confirm that the subdivision and amendment to the conservation easement will result in no changes to the easement restrictions governing uses and improvements on the property. The 2009 conservation easement will remain in effect. The proposed amendment to the conservation easement will simply acknowledge that the permitted subdivision right for three lots has been exercised and also document the reduction in size of MPA 1 as a result of the subdivision.

Please let me know if you need anything else.

Thanks,

Erin

Erin McCormick
Senior Director, Land Conservation
Natural Lands
1031 Palmers Mill Road
Media, PA 19063
(o) 610-353-5587 x 255
natlands.org



From: JOSEPH A ZADLO [REDACTED]
Sent: Wednesday, July 9, 2025 9:40 AM
To: McCormick, Erin <emccormick@natlands.org>
Cc: Peter Ernst [REDACTED]; Leslie Graff [REDACTED]; Tim Woodrow <twoodrow@woodrowinc.com>
Subject: Erdenheim Farm / Proposed Subdivision

Good morning Erin,

Last night at the Township Planning Commission meeting we were requested to provide confirmation from you, that there will be no change to the protection against development as a result of the subdivision. An email response will suffice.


If you have any questions, please let me know.

Thank you.

JOSEPHA ZADLO,
Architect / Planner
1717 School House Lane
Lower Gwynedd, PA 19002
215-872-3914 - m

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

WHITEMARSH TOWNSHIP

To: Craig McAnally, Township Manager
From: Samantha Zrillo, Township Planner
Subject: SLD#04-2025 Erdenheim Farm Subdivision (NLT Tract)—7.15.25 STC Meeting 
Date: July 17, 2025
cc: Charlie Guttenplan, AICP, Township Director of Planning and Zoning
Krista Heinrich, PE, Township Engineer, Gilmore Associates
Joseph A. Zaldo, Applicant's Representative
2015 McCausland Descendants Trust, Owner

Plans Reviewed: Woodrow & Associates, Inc., dated January 31, 2025, revised May 27, 2025

Ms. Zrillo explained to the Shade Tree Commission that the current proposal is a subdivision of one parcel into three parcels for estate planning purposes. There are no planned improvements, no construction, and a conservation easement covers part of the land. Although the ordinance requires Shade Tree Commission to review subdivisions, no action is needed at this time. If improvements are proposed in the future, the project will return for review.

No action was taken by the Shade Tree Commission.

Samantha Zrillo
Township Planner
616 Germantown Pike
Lafayette Hill, PA 19444
Phone: 610-825-3535 ext. 2608
Email: szrillo@whitemarshwp.org



Erdenheim Farm / NLT Subdivision

From JOSEPH A ZADLO [REDACTED]

Date Mon 8/4/2025 3:01 PM

To Charlie Guttenplan <cguttenplan@whitemarshtwp.org>

Cc Peter Ernst <pernst@erdenheimfarm.com>; Leslie Graff <lgraff@erdenheimfarm.com>; Tim Woodrow <twoodrow@woodrowinc.com>; John Kolb <jkolb@woodrowinc.com>; dave@skilkennylaw.com <dave@skilkennylaw.com>; Krista Heinrich <kheinrich@gilmore-assoc.com>

Hello Charlie,

We left the July Planning Commission meeting with the need to address comment #26 from Krista Heinrich's review letter. It said in part...

"The plan cannot be approved until all structures and/or uses for the lot(s) are located entirely within the property boundaries or easements or some other agreement is established."

We initially proposed placing the following note on the plan as a way to resolve this issue. It said in part, referring to the driveway.

...The recording of this plan will in no way limit the right of open and free access to these lots."

Tim Woodrow proposed this note to Dave Sander, Krisha Heinrich and you. Dave Sander responded that such a note is risky and suggested a simple easement over the driveway accessing Lot 1, the residence lot and Lot 2.

I then spoke with Dave Sander and discussed with him that the residence lot, which is not part of this application is the only lot without development restrictions. Were the residence lot to be developed in the future, that development would not want our traffic driving through their project. And we and the NLT would not want their traffic driving through the Open Space. A simple easement is not a desirable solution.

At this point we proposed closing the driveway at the property line. Dave agreed and we confirmed alternative access to the resident lot parcel from Thomas Road.

For the August Planning Commission meeting we will abide by Dave's July 31st email and agree to show the driveway as closed off on the plan.

Thank you.

JOSEPH A ZADLO,
Architect / Planner

