

LEGAL ADVERTISEMENT
HEARING NOTICE

Notice is hereby given that the Lower Gwynedd Township Board of Supervisors, on Tuesday, November 14, 2023, at 7:00 p.m., will hold a public hearing to consider whether to amend the Voluntary Declaration of Conservation Easement dated September 19, 1994 for Penllyn Woods, Tax Parcel #39-00-01570-00-2, located at Gwynedd Avenue and Township Line Road (“**Property**”), to permit (i) the Township to lease a portion of the Property to Rise Up Towers LLC, a Pennsylvania limited liability company, having an office at 244 West Skippack Pike, Unit C1, Ambler, PA 19002, and (ii) the installation of a cell tower and associated equipment within the leased area (“**Amendment**”). The Property is located in the B-Residential Zoning District.

At the hearing, the Board of Supervisors will consider testimony and public comment from Rise Up Towers LLC and interested parties at the hearing. Copies of the proposed amendment, plans and other materials are available to be viewed at the Lower Gwynedd Township Building during normal business hours. Please contact the Township at (215) 646-5302 or mfarzetta@lowergwynedd.org to schedule an appointment.

The public may participate in the hearing in-person at the Lower Gwynedd Township Building, 1130 N. Bethlehem Pike, Spring House, PA 19477; online at <https://us02web.zoom.us/j/85840409263?pwd=cEpwSctuVkJhencxQ2F2YTJWUUdSZz09> ; or by calling 1 646 876 9923 and entering the meeting ID number 858 4040 9263 and passcode 766495 when prompted. In addition to this notice, written notice will be mailed to all property owners within five hundred feet (500 ft) of the boundaries of the Property. Notice will also be provided on the Township’s web site at <https://www.lowergwynedd.org/>.

Written comments may be submitted in advance of the hearing, to Jamie Worman, Assistant Township Manager, jworman@lowergwynedd.org in advance of the hearing, with your name, address, e-mail address, and telephone number.

Neil Andrew Stein, Esquire
Township Solicitor
nstein@kaplaw.com
(610) 941-2469

Prepared by &

Return to: Neil Andrew Stein, Esquire
Kaplin, Stewart, Meloff, Reiter & Stein, PC
Union Meeting Corporate Center
910 Harvest Drive, Suite #200
Blue Bell, PA 19422

Property: Montgomery County Tax Parcel #39-00-01570-00-2
Lower Gwynedd Township

FIRST AMENDMENT TO VOLUNTARY DECLARATION OF CONSERVATION EASEMENT

THIS FIRST AMENDMENT TO VOLUNTARY DECLARATION OF CONSERVATION EASEMENT is made this ___ of _____, 202___ by LOWER GWYNEDD TOWNSHIP, a Township of the second class, organized and existing under the laws of the Commonwealth of Pennsylvania ("**Township**").

BACKGROUND

A. The Township has signed and caused to be recorded in the Office for the Recording of Deeds in Montgomery County, Pennsylvania ("**Recorder's Office**") in Deed Book 5108, Page 6, a Voluntary Declaration of Conservation Easement dated September 19, 1994 (the "**Declaration**"). A copy of the Declaration is attached as Exhibit "A" and is incorporated by reference.

B. The Declaration was signed and recorded as a part of the conservation of Penllyn Woods, consisting of seventy-seven (77) acres, designated as Montgomery County Tax Parcel #39-00-01570-00-2 ("**Penllyn Woods**"). Penllyn Woods is depicted in Exhibit "B" attached hereto.

C. The Declaration creates two zones of protection, referred to as (hereinafter referred to as "**Easement Area 1**" and "**Easement Area 2**" or collectively as the "**Easement Areas**"). The Township desires to amend certain terms and conditions of the Declaration relating to Easement Area 2 as set forth herein (the "**Proposed Amendment**").

D. The Township Board of Supervisors ("**Board**") has held a public hearing to address the Proposed Amendment, in accordance with the procedures set forth in the Declaration (the "**Public Hearing**").

E. Many residents and businesses within the Township have testified that certain parts of the Township suffer from a serious deficiency in cell phone coverage, which results in the disruption of or inability to make personal, business, and emergency service calls. Through a technical analysis provided by Rise Up Towers, a reputable cell tower developer, Penllyn Woods is a necessary location for a cell tower and no other suitable alternative in that area of the Township has been identified (the "**Proposed Tower**").

F. The Proposed Tower is intended to be located within Easement Area 2, in a parking area of Penllyn Woods, in an area presently used by the Township Public Works Department for the storage of materials (the "Proposed Location"). The Proposed Location is depicted in Exhibit "B" attached hereto. The Proposed location will consist of an area of approximately two thousand five hundred (2,500 sf.) within Penllyn Woods and will not result in the intrusion into or the destruction of any trees or other natural features.

F. The Declaration prohibits the construction of the Proposed Tower and therefore, an amendment to the Declaration is required. The Board believes that given the public safety considerations, and the very modest impact on Penllyn Woods, the Proposed Amendment is both necessary and appropriate to protect the public health, safety, and welfare of the Township's residents.

NOW THEREFORE, in consideration of the foregoing Background and intending to be legally bound, Township declares and covenants, for the benefit of the citizens and landowners of Lower Gwynedd Township as follows:

1. **AMENDMENT.** Paragraph 9 of the Declaration is hereby amended to include a new subparagraph (c) as follows:

"(c) The construction and operation of a single cell phone tower and appurtenant equipment, in the location adjacent to the parking area and formerly used as a material storage area for the Public Works Department, together with a right of way for ingress and egress over existing roads, in or about the location depicted in Exhibit "C" attached hereto."

2. **MISCELLANEOUS PROVISIONS.**

(a) This Amendment, and particularly the rights and restrictions granted herein, are intended for the benefit of the landowners and the citizens of Lower Gwynedd Township, and are further intended to be enforceable by such persons and entities.

(b) This Agreement shall be recorded in the Office of the Recorder of Deeds in and for the Montgomery County, Pennsylvania.

(c) Except as otherwise set forth herein, the Declaration shall remain in full force and effect and unmodified.

IN WITNESS WHEREOF, the Township has executed this First Amendment to Declaration the day and year first above written.

SIGNATURES COMMENCE ON THE FOLLOWING PAGE

ATTEST:

LOWER GWYNEDD TOWNSHIP
By: Its Board of Supervisors

MIMI GLEASON, TOWNSHIP SECRETARY

By: _____
DANIELLE A. DUCKETT, CHAIRPERSON

DRAFT ONLY

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this _____ day of _____, 202____, before the undersigned officer, personally appeared Danielle A. Duckett, known to me or satisfactorily proven to be the Chairperson of the Board of Supervisors of Lower Gwynedd Township, whose name is subscribed to the within instrument and acknowledge that she executed the same on behalf of the Board of Supervisors of Lower Gwynedd Township for the purposes therein contained.

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

Notary Public
My Commission Expires:

DRAFT ONLY

EXHIBIT "A"
DECLARATION OF CONSERVATION EASEMENT
ATTACHED

DRAFT ONLY

003900

RESOLUTION 94-27

VOLUNTARY DECLARATION OF CONSERVATION EASEMENT

THIS DECLARATION is made this 19th day of September, 1994 by LOWER GWYNEDD TOWNSHIP, a Township of the second class, organized and existing under the laws of the Commonwealth of Pennsylvania ("Township").

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5.00
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12

P R E A M B L E

REALTY TRANS TAX PAID	
STATE	_____
LOCAL	_____
PER	<u>MP</u>

95 MAR 21 12 12 PM '94

A. In May, 1992, Township instituted a condemnation action with regard to tract of land situate in the Township containing approximately 77 acres and known generally as "Penllyn Woods". The property is Tax Parcel Number 39-00-01570-00-2 and is more particularly described by metes and bounds on Exhibit "A" attached hereto and expressly made a part hereof (hereinafter referred to as the "Property").

95 MAR 21 PM 2:21

B. Condemnation of the Property was contested by the Condemnee. That litigation has now been settled and the Township has become the full legal owner of the Property entitled to possession.

C. Because the Property was condemned by the Township for park and recreation purposes and for the purpose of preserving substantial portions of the Property in its natural state as a continuing wild life refuge and habitat, the Township has received numerous offers of private donations of funds to assist the Township in the cost of acquiring the Property.

D. Consistent with the concerns and views expressed by many Township citizens, the Township wishes to assure private donors as well

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
39-00-01570-00-2 LOWER GWYNEDD
401 GWYNEDD AVE
LOWER GWYNEDD TWP
B 010 11 013 1

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MP

085108PG0469

as the public at large and particularly the citizens of Lower Gwynedd Township, that significant portions of the Property will be conserved in their natural state and will remain undisturbed in perpetuity (except as may be set forth herein) so that such areas will continue as acceptable habitat for wildlife and may be used by future generations for passive recreation as well as wildlife and environmental education programs.

DECLARATION

NOW THEREFORE, in consideration of the foregoing Background and intending to be legally bound, Township declares and covenants, for the benefit of the citizens and landowners of Lower Gwynedd Township, the following restrictions on the use of those portions of the Property indicated as Easement Area 1 and Easement Area 2 on Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "Easement Area 1" or "Easement Area 2" or collectively as the "Easement Areas".)

Easement Area 1

1. Easement Area 1 may be utilized for the following purposes and only those other purposes that are clearly consistent with the goal of retaining Easement Area 1 in its natural state and as a continuing habitat for vegetation and wildlife:

- (a) The construction, improvement or maintenance of public walking, jogging, bicycle, horseback riding and environmental education trails ("The Trail Facilities").

informational or interpretative signs, and signs defining the permitted and prohibited uses within Easement Area 1.

2. No industrial, commercial or residential activity shall be conducted in Easement Area 1.

3. No earth moving, excavation or removal of rocks, minerals, gravel, sand, top soil, or other similar materials shall be conducted in Easement Area 1 except to the extent necessary for:

- (a) Any of the uses set forth in paragraph 1 above.
- (b) The application of sound forestry, and erosion control practices.

4. No cutting of lumber or removal of trees shall be permitted in the Easement Area 1 except for the following purposes:

- (a) the permitted uses set forth in paragraph 1 above;
- (b) to clear and restore forest cover that has been damaged or disturbed;
- (c) to prune and thin trees according to a good forest management practices;
- (d) to remove trees which are diseased or dangerous;

5. No depositing, dumping or abandoning of any solid or liquid waste, debris or junk shall be permitted with the Easement Area 1.

6. No construction of parking lots shall be permitted anywhere within Easement Area 1. No construction of buildings or structures shall be permitted in Easement Area 1 except those erected in connection with the permitted uses set forth in paragraph 1 above.

7. Except as provided in paragraph 1(b) above, no motorized vehicles shall be permitted in Easement Area 1 except for maintenance

and patrol vehicles of the Township or its assignee, and emergency vehicles.

Easement Area 2

8. The restrictions and reservations for Easement Area 1 set forth in paragraphs 2, 3, 4 and 5 above shall apply and be effective as to Easement Area 2 except to the same extent necessary to construct or permit any of the uses set forth in paragraph 9 below.

9. Easement Area 2 may be utilized for any and all of the purposes permitted in Easement Area 1 and additionally for the purposes of constructing:

- (a) playing fields, courts, "tot lots", pavilions, picnic areas, snack bars, comfort stations and active recreation areas of all types including back stops, fences, goals and all other structures normally associated with active recreation playing fields and parks in the municipalities of Montgomery County, Pennsylvania; and
- (b) spectator viewing areas for such playing fields.

Miscellaneous Provisions

10. This covenant, and particularly the rights and restrictions granted herein, are intended for the benefit of the landowners and the citizens of Lower Gwynedd Township and are further intended to be enforceable by such persons and entities.


11. The Preamble to this Declaration shall not be amended. The balance of this Declaration may be amended only after adherence to the following procedure:

- (a) A Public Hearing shall be held before the Board of Supervisors during which it shall be the responsibility of the Township to demonstrate that the proposed amendment will not have a material, negative impact upon the topography, vegetation, wildlife and conservation purposes set forth in the preamble of this document for Easement Area 1 nor a material, negative impact upon the recreational purposes intended for Easement Area 2.
- (b) Notice of the Public Hearing at which the Supervisors will consider the proposed amendment shall be published on at least two occasions in a newspaper of general circulation with the first notice to appear no more than sixty (60) days prior to the proposed Hearing and the second advertisement to appear no less than thirty (30) days prior to the date of the proposed Hearing. Notice shall also be provided by First Class Mail to all persons or entities owning property within 500 feet of any boundary of the Property.
- (c) The Supervisors shall render a decision on the proposed amendment at a Public Meeting and if the proposed amendment is adopted, it shall not be implemented for a period of thirty (30) days after the date the decision by the Board of Supervisors is rendered.
- (d) In the alternative, a Judicial procedure, not altering the substantive provisions of this Declaration, may be established by order of Montgomery County Court of Common Pleas, Orphans' Court Division.

12. This Agreement shall be recorded in the Office of the recorder of Deeds in and for the County of Montgomery, located in Norristown, Pennsylvania.

IN WITNESS WHEREOF, the Township has executed this Declaration they day and year first above written.

LOWER GWYNEDD TOWNSHIP

ATTEST:  Edward R. Clifford, Acting Secretary

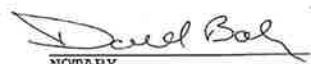
BY: 
Catherine M. Harper, Chairman

COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF MONTGOMERY

On this 19th day of September, 1994, before the undersigned officer, personally appeared Catherine M. Harper known to me or satisfactorily proven to be the Chairman of the Board of Supervisors of Lower Gwynedd Township, whose name is subscribed to the within instrument and acknowledge that she executed the same on behalf of the Board of Supervisors of Lower Gwynedd Township for the purposes therein contained.

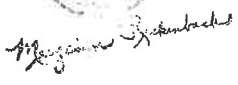
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




NOTARY

Notarial Seal
Donald G. Boehs, Notary Public
Lower Gwynedd Twp., Montgomery County
My Commission Expires May 30, 1998
Member, Pennsylvania Association of Notaries

JJG:lmg
071294



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GWYNEDD PROPERTIES, INC.,	:	CIVIL ACTION
Plaintiff,	:	
	:	
v.	:	
	:	
LOWER GWYNEDD TOWNSHIP,	:	
CATHERINE M. HARPER,	:	
EDWARD J. BRANDT,	:	
JANET H. KIRCH,	:	
RICHARD LANDIS and	:	
ROBERT McQUADE,	:	
Defendants.	:	NO. 91-CV-6567

CONSENT DECREE

I. BACKGROUND.

On October 21, 1991, plaintiff GWYNEDD PROPERTIES, INC. ("GPI") filed this action against defendant LOWER GWYNEDD TOWNSHIP and its then supervisors CATHERINE M. HARPER, EDWARD J. BRANDT, JANET H. KIRCH, RICHARD LANDIS and ROBERT McQUADE (the "individual defendants"), concerning two parcels of property owned by GPI in Lower Gwynedd Township. Those properties are referred to in this Consent Decree as the "North Side" and the "South Side". Plaintiff's Complaint sought injunctive relief and money damages to redress alleged violations of 42 U.S.C. § 1983 and state law.

Also presently pending in the state courts are the following suits (the "state court suits") between GPI and Lower Gwynedd Township, concerning GPI's attempt to develop the North Side and South Side and Lower Gwynedd Township's attempt to condemn the South Side and related matters:

Lower Gwynedd Township v. Gwynedd Properties, Inc., No. 87-18784 (C.P. Montgomery Co.)

Gwynedd Properties, Inc. v. Lower Gwynedd Township & Board of Supervisors of Lower Gwynedd Township, No. 87-12049 (C.P. Montgomery Co.)

Gwynedd Properties, Inc. v. Board of Supervisors of Lower Gwynedd Township, No. 87-13457 (C.P. Montgomery Co.)

Gwynedd Properties, Inc. v. Joseph Zadlo & Board of Supervisors of Lower Gwynedd Township, No. 91-13548 (C.P. Montgomery Co.)

Lower Gwynedd Township v. Gwynedd Properties, Inc., No. 91-19878 (C.P. Montgomery Co.)

Appeal of Gwynedd Properties, Inc. (North) Polo Club Estates, No. 92-08983 (C.P. Montgomery Co.)

Gwynedd Properties, Inc. v. Lower Gwynedd Township Zoning Hearing Board, No. 92-10417 (C.P. Montgomery Co.)

Appeal of Gwynedd Properties, Inc. (South) Penllyn Woods, No. 92-19791 (C.P. Montgomery Co.)

Lower Gwynedd Township v. Gwynedd Properties, Inc., No. 92-11225 (C.P. Montgomery Co.)

In the Matter of Damages for Temporary Taking Arising from Proceedings by Township of Lower Gwynedd for Condemnation of the Property of Gwynedd Properties, Inc. (77 Acres More or Less) Situate at 401 Gwynedd Avenue, No. 92-22973 (C.P. Montgomery Co.)

In an effort to settle all issues between the parties in this case and in the state court suits, the parties consent to the entry of this Decree; and the individuals who have signed this Decree on behalf of GPI and Lower Gwynedd Township represent to the Court that they have been duly authorized to do so.

The Court has reviewed this Decree and has determined that the terms constitute a fair and equitable settlement of the issues affecting the parties. In reaching this conclusion, the

Court has relied on extensive investigation and assessment done by the Court's specially appointed Settlement Masters, Reaves C. Lukens, Jr. and William F. Conner, who have conducted lengthy negotiations to resolve the parties' disputes, and have reviewed and evaluated the parties' claims and the value of the South Side.

II. DEFINITIONS.

GPI -- "GPI" shall mean Gwynedd Properties, Inc.

The Township -- The "Township" shall mean Lower Gwynedd Township, its Supervisors and all of its agencies, boards, commissions, elected and appointed officials and consultants.

The South Side -- The "South Side" shall mean the property described in the property description in the form of deed attached to this Decree as Exhibit "A".

The North Side -- The "North Side" shall mean the property commonly known as Polo Club Estates, comprising approximately sixty-five (65) acres, more or less, located in Lower Gwynedd Township.

III. EFFECTIVE DATE AND JURISDICTION.

This Decree becomes effective upon its entry by the Court. This Court has jurisdiction over the subject matter of this Decree and over the parties to this Decree, and will continue to retain such jurisdiction to enforce this Decree and to resolve any dispute that may arise with respect to this Decree.

IV. NON-ADMISSION AND NON-DETERMINATION.

By consenting to the entry of this Decree, the parties do not admit that any party has any liability to the other, as alleged in the Complaint in this suit or in any of the state court suits; and the parties continue to deny any liability to each other, as set forth in their pleadings in this case and in the state court suits.

V. PAYMENT.

The Township shall pay to GPI the sum of Three Million Seven Hundred Seventy-five Thousand Dollars (\$3,775,000) in return for the condemnation of the South Side and settlement of all of GPI's personal damage claims. This amount shall be paid as follows:

- (i) Payment No. 1: Eight Hundred Ninety-five Thousand Dollars (\$895,000) shall be paid on or before May 16, 1994; and
- (ii) Payment No. 2: One Million Five Hundred Fifteen Thousand Dollars (\$1,515,000) shall be paid on or before October 17, 1994; and
- (iii) Payment No. 3: One Million Three Hundred Sixty-five Thousand Dollars (\$1,365,000) shall be paid on or before October 17, 1994, subject to the following:
 - (a) Unless funded by some other means, the Township intends to issue a bond to fund this Payment No. 3. The bond to be issued by the Township is contemplated to be a twenty (20) year municipal installment tax-free bond (a "twenty-year bond"). If, on or before June 15, 1994, the Township both issues the bond and makes full payment of this Payment No. 3, the payment amount of Payment No. 3 shall be reduced (or increased) by the present value of the difference between

(1) the amount of interest which would be payable by the Township over the life of a One Million Three Hundred Sixty-five Thousand Dollar (\$1,365,000) twenty-year bond issued on the actual date of the Township bond issue and (2) the amount of interest which would be payable by the Township over the life of a One Million Three Hundred Sixty-five Thousand Dollar (\$1,365,000) twenty-year bond issued on April 15, 1994. If (1) is higher than (2), Payment No. 3 shall be decreased by the present value of the difference between (1) and (2). If (1) is less than (2), Payment No. 3 shall be increased by the present value of the difference between (1) and (2). The maximum increase or decrease in Payment No. 3, however, shall be Twenty-five Thousand Dollars (\$25,000). In other words, if Payment No. 3 is made on or before June 15, 1994, the maximum amount of Payment No. 3 will be One Million Three Hundred Ninety Thousand Dollars (\$1,390,000) and the minimum amount of Payment No. 3 will be One Million Three Hundred Forty Thousand Dollars (\$1,340,000).

- (b) If the Township elects, it may make Payment No. 3 in the full amount of One Million Three Hundred Sixty-five Thousand Dollars (\$1,365,000) after June 15, 1994, but in no event later than October 17, 1994. If the Township elects to make Payment No. 3 after June 15, 1994, the amount of Payment No. 3 shall be One Million Three Hundred Sixty-five Thousand Dollars (\$1,365,000), with no upward (or downward) adjustment and without regard to the bond interest rate for any bonds issued by the Township.

The Township will use its best efforts to make all of the payments required to be made under this Article V as quickly as possible. If the Township receives funds from a bond issue or from third party sources which are received by the Township for the purpose of paying for the Township's acquisition of the South

Side, the Township shall remit those funds to GPI immediately after the Township's receipt of such funds. The Township intends to obtain part of the funds to be paid under this Article V from the Montgomery County Open Space Fund Program and will use its best efforts to secure such funds as soon as possible. Any payment of funds made under this paragraph in an amount in excess of One Hundred Thousand Dollars (\$100,000) shall be paid by wire transfer to the account of GPI, in accordance with instructions to be provided by GPI to the Township. Any other payment of funds made under this paragraph may be paid by such wire transfer or by check delivered to GPI at 839 East Germantown Pike, Norristown, Pennsylvania 19401, at the Township's election.

VI. PRESS RELEASE.

The parties have prepared a joint press release announcing settlement of their disputes, a copy of which is attached to this Decree as Exhibit "B".

VII. NORTH SIDE.

1. GPI, its successors and assigns shall be permitted to develop the North Side in accordance with the existing North Side Subdivision Plan, as amended and conditioned by the items set forth below:

(a) The Township shall cooperate with GPI, as may be reasonably required, in connection with submissions or applications to secure any necessary approvals, for building on Lots 1, 2, 3, 4, 45 and 46 in accordance with the matters set

forth in this Article VII, from other local, state and federal agencies, such as the U.S. Soil Conservation Service ("SCS"), Pennsylvania Department of Environmental Resources ("DER"), the Federal Emergency Management Agency ("FEMA") and the U.S. Army Corps of Engineers ("USACE"); provided that the submissions and applications for those approvals are consistent with the terms of this Decree.

(b) The amendments to the North Side Subdivision Plan, including the lot revisions, set forth in this Article VII shall be subject to the Township's Ordinances which were in effect on June 10, 1986.

(c) The north lot line on Lot 46 shall be adjusted so that Lot 46 does not include the driveway for the Penllyn Club. The building envelope on the adjusted Lot 46 shall remain in the location shown on the existing North Side Subdivision Plan, and the adjusted Lot 46 shall be deemed to comply with all applicable Township requirements.

(d) The lot lines between Lots 1 and 2 and between Lots 3 and 4 shall be revised substantially in accordance with the plan prepared by V. Richard Mariani dated December 9, 1990, last revised April 14, 1994 (the "Mariani Plan"), a copy of which is attached to this Decree as Exhibit "C".

(e) Grading and fill of Lots 1, 2, 3, 4, 45 and 46 shall be substantially in accordance with the Mariani Plan.

(f) Basements may be installed on all lots shown on the Mariani Plan.

(g) The existing detention basin easement on Lot

4 will be eliminated. The entire Lot 4 will be deemed to comply with all applicable Township requirements and will have all Township approvals for building. Further, GPI will be allowed to fill the existing detention basin, resulting in the new drainage pattern shown on the Mariani Plan.

(h) The Township will waive all Township fees, including legal, engineering and filing fees, for the amendment of the North Side Subdivision Plan in accordance with this Article VII.

(i) The Township shall rezone the North Side from "AA" residential zoning to "A" residential zoning; and will take all necessary action to complete this rezoning promptly.

(j) Sprinklers will not be required for any of the structures constructed on the lots shown on the Mariani Plan.

(k) GPI shall prepare the existing Gwynedd Avenue roadway abutting Lots 1 and 2 for blacktop overlay in time for the Township's planned overlay of that roadway. Overlay of that roadway shall be performed by the Township. GPI shall not be required to install any curbing along Gwynedd Avenue nor perform any widening of the cartway.

(l) Seepage pits shall not be required on Lots 1, 2, 3, 4, 45 and 46.

2. GPI shall prepare and submit to the Township Engineer an amended sheet No. 1 of the existing North Side Subdivision Plan, as well as revised grading, erosion control and landscape plans, setting forth the matters described in this Article VII. These plans shall show both the existing 100-year

flood plain line, as shown on the Mariani Plan, and the proposed 100-year flood plain line in accordance with the new HEC 2 study prepared by Pennoni Associates and sent by GPI to the Township Engineer on April 22, 1994. The Township Engineer shall promptly review those plans and, if the plans are in accordance with this Article VII, shall approve them. (The Township Engineer has already reviewed and approved the grading, fill and storm water management as shown on the Mariani Plan and the new HEC 2 study 100-year flood plain line.) If the Township Engineer approves the plans, which approval shall not be unreasonably withheld, the Township will provide GPI with a letter, for submission to SCS, DER, FEMA and USACE, stating that the plans are in accordance with the Township's storm water management ordinance.

3. Upon approval by the Township Engineer and approval (or written confirmation that approval is not required) by SCS, DER, USACE and FEMA, the existing North Side Subdivision Plan, as supplemented and superseded by amended sheet No. 1 and the revised grading, erosion control and landscaping plans, shall constitute the approved amended Subdivision Plan for the North Side. If SCS, DER, USACE or FEMA rejects the plans, GPI and the Township shall cooperate to modify the plans in order to obtain approval from that agency(ies); including, if necessary, modification of the plans to conform to GPI's requested variances which were the subject of the case captioned Appeal of Gwynedd Properties, Inc. (North) Polo Club Estates (C.P. Montgomery Co., No. 92-08983) (the "North Side appeal case"). No such modification shall require greater fill than is shown on the

Mariani Plan. If there is any conflict between the existing North Side Subdivision Plan, on the one hand, and amended sheet No. 1 and the revised grading, erosion control and landscaping plans, on the other hand, the latter shall control. GPI and the Township shall submit amended sheet No. 1 and a copy of this Decree to the Montgomery County Planning Commission ("MCPC"); and after the MCPC has had the opportunity to review those documents, GPI and the Township shall cooperate as may be required to cause the filing with the Montgomery County Recorder of Deeds of amended sheet No. 1 as the approved amended Subdivision Plan for the North Side.

4. GPI and the Township shall execute and file with the Montgomery County Court of Common Pleas in the North Side appeal case the Settlement Stipulation attached to this Decree as Exhibit "D".

5. In the event that an application for a building permit on any of Lots 1, 2, 3, 45 and 46 shows a basement to be constructed within the flood plain below the base flood elevation, the Township may give the applicant the notice described in Section 2008(H) of the Township's 1987 Ordinance.

6. GPI shall file with the Montgomery County Recorder of Deeds, before the sale of any of Lots 1, 2, 3, 45 and 46, a Declaration in the form attached to this Decree as Exhibit "E". The language in the third paragraph of that Declaration shall also be stated on the approved amended Subdivision Plan referred to in Article VII(2) above.

7. For a period of six (6) years from the date of the

last sale by GPI of any of Lots 1, 2, 3, 45 and 46 to original owners only, GPI will maintain general liability insurance coverage which includes those lots, in the minimum amount of One Million Dollars (\$1,000,000), and will cause the Township to be named as an additional insured on the insurance policy. The policy shall be substantially in the form attached to this Decree as Exhibit "F".

VIII. CONVEYANCE OF SOUTH SIDE.

Promptly after the Township has made Payment No. 1 referred to in Article V above, GPI will furnish to the Township a deed for the South Side in the form attached to this Decree as Exhibit "A".

IX. COOPERATION AND IMPLEMENTATION.

The Township and GPI shall cooperate and take all actions, and execute and file all documents, which may be reasonably required in order to implement the matters set forth in this Decree.

X. ENFORCEMENT AND COUNSEL FEES.

This Decree shall be enforced by the filing of an appropriate motion (an "Enforcement Motion") with this Court. In the event that any party to this Decree files an Enforcement Motion, the losing party in connection with that motion shall pay the winning party's counsel fees and expenses, if the Court determines that the losing party acted unreasonably in bringing

or opposing the motion. Except in the case of a compelling emergency, any party who or which intends to file an Enforcement Motion shall provide the respondent party, through their counsel of record, with ten (10) days' written notice of any alleged violation of this Decree, before filing the motion. The moving party and the respondent party shall make a good faith effort to resolve any such dispute, to the extent feasible, before filing an Enforcement Motion. The filing of an Enforcement Motion with this Court shall be the exclusive remedy for any purported violation of this Decree.

Except as set forth in the preceding paragraph, each party to this Decree shall bear her/his/its own counsel fees and expenses in connection with this suit and the state court suits.

XI. RELEASE AND DISMISSAL OF ACTIONS.

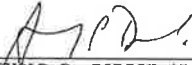
GPI, for itself and for its officers, directors and shareholders, and their heirs, executors, administrators, successors and assigns (the "GPI Interests") hereby releases, remises and forever discharges the Township and the individual defendants and their heirs, executors, administrators, successors and assigns (individually and collectively the "Township Interests") of and from any and all claims, actions, causes of action, indebtedness and liabilities of any kind which were asserted by any party in, or are related to or arise out of the claims asserted by any party in, this federal suit and/or the state court suits.

The Township Interests hereby remise, release and

forever discharge the GPI Interests of and from any and all claims, actions, causes of action, indebtedness and liabilities of any kind which were asserted by any party in, or are related to or arise out of the claims asserted by any party in, this federal suit and/or the state court suits.

GPI and the Township agree that the North Side appeal case pending in the Montgomery Court of Common Pleas shall be settled by the prompt filing in that case of the Settlement Stipulation in the form attached to this Decree as Exhibit "D". The parties shall promptly prepare and file appropriate praecipes in the other state court suits marking those suits settled, discontinued and ended with prejudice and withdraw all appeals in those cases.

Dated: 4/29/99


ARNOLD P. BORISH (I.D. No. 20705)
1953 New Hope Street
Norristown, PA 19401-3114
(610) 277-1902

HANGLEY CONNOLLY EPSTEIN
CHICCO FOXMAN & EWING
By NEIL G. EPSTEIN (I.D. No. 09776)
CHARLES F. FORER (I.D. No. 32661)
WILLIAM B. PETERSEN (I.D. No. 58063)
1515 Market Street, 9th Floor
Philadelphia, PA 19102-1909
(215) 851-8400

Attorneys for Plaintiff
Gwynedd Properties, Inc.

GWYNEDD PROPERTIES, INC.

Dated: 4/29/94 By 
Joseph F. Tornetta, Vice President

Attest 
Charles J. Tornetta, Secretary

WISLER, PEARLSTINE, TALONE,
CRAIG, GARRITY & POTASH

Dated: April 29, 1994 By 

JAMES J. GARRITY
KENNETH A. ROOS
484 Norristown Road
Blue Bell, PA 19422
(610) 825-8400

Attorneys for Defendants
Lower Gwynedd Township,
Catherine M. Harper,
Edward J. Brandt,
Janet H. Kirch and
Robert McQuade

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN

Dated: 4/29/94 By 

L. ROSTAING THARAUD
1845 Walnut Street
Philadelphia, PA 19103-4717
(215) 575-2600

Attorneys for Defendant
Richard Landis

Dated: April 29, 1994 
CATHERINE M. HARPER

Dated: _____  4/29/94
EDWARD J. BRANDT

Dated: 4-29-94 Janet H. Kirch
JANET H. KIRCH

Dated: 29 April 94 Richard A. Landis
RICHARD LANDIS

Dated: 4-29-94 Robert McQuade
ROBERT McQUADE

LOWER GWYNEDD TOWNSHIP

Dated: April 29, 1994 By Catherine M. Harper
CATHERINE M. HARPER, Chairperson

[SEAL] Attest Edward Clifford
Edward Clifford, Acting Secretary

APPROVED and SO ORDERED and DECREED this

_____ day of _____, 1994:

DALZELL, J.

Dated: 4.27.94

Janet H. Kirck
JANET H. KIRCH

Dated: 29 April 94

Richard A. Landis
RICHARD LANDIS

Dated: 4-29-94

Robert McQuade
ROBERT McQUADE

LOWER GWYNEDD TOWNSHIP

Dated: April 29, 1994

By Catherine M. Harper
CATHERINE M. HARPER, Chairperson

[SEAL]

Attest Edward Clifford
Edward Clifford Acting Secretary

APPROVED and SO ORDERED and DECREED this

29th day of April, 1994:

Thomas D. Salzell
SALZELL, J.

EXHIBIT "A"

This Indenture Made the

day of _____ in the year of our Lord
one thousand nine hundred and _____

Between

GWYNEDD PROPERTIES, INC., a Pennsylvania Corporation

(hereinafter called the Grantor),

and

TOWNSHIP OF LOWER GWYNEDD

(hereinafter called the Grantee),

Witnesseth, That in ~~XXXXXXXXXXXX~~ lieu of Condemnation and the sum of One (\$1.00) Dollar and other good and valuable consideration, ~~to be hereinafter~~ in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee
heirs and assigns,

ALL THAT CERTAIN tract of land Situate in the Township of Lower Gwynedd, County of Montgomery, Commonwealth of Pennsylvania, according to a Plan of Survey thereof dated November 7, 1974, prepared by TriState Engineers and Land Surveyors, Inc. 801 West Street Road, Feasterville, Pennsylvania, bounded and described as follows:

BEGINNING at a P.K. nail set for a corner of lands of the Philadelphia Electric Company in the centerline of Gwynedd Avenue (45.00 feet wide); thence from the said point of beginning and along the centerline of Gwynedd Avenue, South 46 degrees, 54 minutes, 00 seconds West 157.88 feet to a P.K. nail set for a corner of lands of the Wissahickon School District; thence along said lands, North 33 degrees, 06 minutes, 00 seconds West 505.24 feet to a point a corner; thence continuing along said lands, South 56 degrees, 54 minutes, 00 seconds West 307.59 feet to a point a corner in line of the Final Plan of Farm of John C. Richardson; thence along line of the said Final Plan, North 23 degrees, 53 minutes, 30 seconds West 295.57 feet to an iron pipe (found), a corner of lands of the North Wales Water Authority; thence along said lands, North 23 degrees, 51 minutes, 00 seconds West 168.51 feet to an iron pipe (found), a corner; thence continuing along said lands the five following courses and distances viz: (1) South 67 degrees, 10 minutes, 30 seconds West 381.34 feet to an iron pipe (found), a corner; thence (2) South 61 degrees, 45 minutes, 30 seconds West 52.38 feet to an iron pipe (found), a corner; thence (3) South 59 degrees, 18 minutes, 45 seconds West 210.00 feet to an iron pipe (found), a corner; thence (4) North 50 degrees, 50 minutes, 45 seconds West 1,197.89 feet to an iron pin (found), a corner; thence (5) North 14 degrees, 30 minutes, 45 seconds West 438.69 feet to an iron pipe (found), in the base of a thirty inch diameter tree, a corner of lands of the Township of Lower Gwynedd; thence along said lands and crossing a seventy-five foot wide Transcontinental Gas Pipeline Corporation Right of Way, North 43 degrees, 55 minutes, 55 seconds East 959.20 feet to a natural stone monument (found), a corner; thence continuing along said lands and along lands of Robert Heese, Jr., North 44 degrees, 15 minutes, 00 seconds East 845.76 feet to a rail monument (found), a corner on the Westerly side of lands of the Bethlehem Branch of the North Pennsylvania Railroad; thence along the Westerly side thereof and recrossing the aforementioned seventy-five foot wide Transcontinental

corner of lands of the Philadelphia Electric Company, aforesaid; thence along said lands, South 63 degrees, 27 minutes, 00 seconds West 150.02 feet to a concrete monument (found), a corner; thence continuing along said lands and passing over a concrete monument (found) 22.65 feet from the end of this line, South 26 degrees, 31 minutes, 00 seconds East 208.14 feet to the point and place of beginning. CONTAINING 77.4051 Acres of land, be the same, more or less.

BEING known as 401 Gwynedd Avenue.

BEING Parcel No. 39-00-01570-00-2 of the Montgomery County Commissioners Registry.

BEING, inter alia, the same premises, second described, which Provident National Bank and Charles E. Ingersoll, Executors of the estate of R. Sturgis Ingersoll, deceased, by Deed dated August 25, 1975, as recorded in the Office of the Recorder of Deeds of Montgomery County in Deed Book 4051 page 469 &c., granted and conveyed unto Gwynedd Properties, Inc., a Pennsylvania Corporation, in fee.

And the said Grantor does hereby covenant and agree to and with the said Grantee that it the Grantor and for its successors all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor and against all and every person and persons whomsoever lawfully claiming or to claim the same as any part thereof, by, from or under it, them, each or any of them, shall and will subject in conditions of record specially WARRANT and forever DEFEND.

In the Event that there is more than one party named herein as Grantor or Grantee, the word "Grantor" or "Grantee" wherever occurring herein shall mean the plural. The masculine herein shall refer to and include the feminine as well as the corporate gender.

In Witness Whereof, said Grantor, has hereunto set its corporate hand and seal the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF

GWYNEDD PROPERTIES, INC., a Pennsylvania Corporation

By:



Attest:



Commonwealth of Pennsylvania

County of

} et.

On the _____ day of _____, 19____, before me

the undersigned officer, personally appeared

_____ known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and desired the same might be recorded as such.

In Witness Whereof, I hereunto set my hand and official seal.

The address of the within-named Grantee is
1130 N. Bethlehem Pike
Spring House, PA 19477

04/28/94

11:52

21 215 279 5780

CNTRL JNIG ABSRT

005

Commonwealth of Pennsylvania

County of Montgomery

On this, the _____ day of _____

, 19____, before me,

personally appeared Augustus J. Tornetta, the undersigned officer, to be the President of Guynedd Properties, Inc. who acknowledged himself (herself) a corporation, and that he is such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as President.

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



COMMONWEALTH OF PENNSYLVANIA

County of _____

Recorded on this _____ day of _____ A.D. 19____, in the Recorder's Office of the said County, in Book _____ Vol. _____ Page _____ under my hand and the seal of the said office, the date above written.

Recorder

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EXHIBIT "B"

PRESS RELEASE

The Supervisors of Lower Gwynedd Township along with representatives of Gwynedd Properties, Inc., announced today the settlement of all litigation involving the Eminent Domain Action for the acquisition of Penllyn Woods by Lower Gwynedd Township and all lawsuits between the parties.

Under the supervision of United States District Court Judge Stewart Dalzell, along with special settlement masters Reaves C. Lukens Jr., and William F. Conner the parties have agreed that the Township shall acquire a 77+/- acre parcel known as "Penllyn Woods" for recreational and open space purposes.

This settlement brings to a final conclusion all litigation between the parties and involves a number of Zoning Agreements regarding land owned by Gwynedd Properties Inc. in the Township.

The agreed upon settlement was reported to be \$3,775,000. which comprised condemnation of ground, accrued interest and settlement of litigation. The Supervisors of Lower Gwynedd Township commented that the settlement would not have been possible without the promise of funds from the new Montgomery County Open Space Grant Program and a contribution to the settlement of litigation by Scottsdale Insurance Company, the Township's insurance carrier. The Board also contemplates using grants already obtained from Montgomery County and the Wissahickon Valley Watershed Association as well as planned fund-raising over the next six months.

For further information please contact:

Lower Gwynedd Township : Kate Harper, Esquire at 699-8940

Gwynedd Properties, Inc.: Joseph Tornetta at 279-4000

EXHIBIT "C"

EXHIBIT "D"

GWYNEDD PROPERTIES, INC.,	:	IN THE COURT OF COMMON PLEAS
Plaintiff,	:	OF MONTGOMERY COUNTY, PA.
	:	
v.	:	
	:	
ZONING HEARING BOARD OF	:	
LOWER GWYNEDD TOWNSHIP,	:	
Defendant.	:	NO. 92-08983

STIPULATION OF SETTLEMENT

COMES NOW, GWYNEDD PROPERTIES, INC. (hereinafter referred to as "Owner"), BOARD OF SUPERVISORS OF LOWER GWYNEDD TOWNSHIP (hereinafter referred to as "Township") and LOWER GWYNEDD TOWNSHIP ZONING HEARING BOARD (hereinafter referred to as "Board") and file herewith a Stipulation of Settlement for approval by the Court.

WHEREAS, Owner was the owner and developer of a certain residential subdivision known as Polo Club Estates comprising forty-six (46) residential lots, situate in Lower Gwynedd Township, Montgomery County, Pennsylvania; and

WHEREAS, a dispute between Owner and Township arose as to whether portions of Lots 1, 2, 3, 4, 45 and 46 (hereinafter referred to as "Lots") were in the Flood Plain Conservation District as defined by Township Ordinances; and

WHEREAS, by reason of said disagreement, Owner presented an appeal to the Board seeking an interpretation of the Ordinances that the Lots were not in the Flood Plain or, alternatively, that the Lots could be safely developed pursuant to variance criteria within the Township Ordinances; and

WHEREAS, the instant appeal was commenced after an adverse decision by the Board, and subsequently the matter was

remanded by the Court to the Board, after which the Owner renewed its appeal; and

WHEREAS, Owner, Township and the Board have been involved in various other litigation in the Common Pleas Court of Montgomery County and the United States District Court for the Eastern District of Pennsylvania; and

WHEREAS, the parties have reached a settlement of all outstanding disputes between them and are desirous of implementing the terms of the settlement by and with Court approval;

NOW, THEREFORE, it is agreed between the parties as follows:

1. Revised Lot Arrangement. A new lot arrangement is agreed upon between the parties that will reconfigure the Lots to permit Lots 1, 2, 3, 4, 45 and 46 substantially in conformance with a plan prepared by V. Richard Mariani, dated December 9, 1990, as last revised on April 14, 1994 (hereinafter referred to as the "Mariani Plan"), a copy of which is attached hereto as Exhibit "A".

2. Grading and Filling/Building Envelopes/Lot Lines. The parties agree to the grading and filling, building envelopes and lot lines substantially as shown on the Mariani Plan. It is further agreed that the requisite variances necessary to permit such grading and filling are deemed to be granted.

3. No Sprinklers/No Seepage Pits. The parties agree that no sprinklers and no seepage pits will be required on Lots 1, 2, 3, 4, 45 or 46 as shown on the Mariani Plan.

4. Incorporation of Consent Decree. The parties agree to the incorporation of all provisions of Article VII of the Consent Decree entered in the matter of Gwynedd Properties, Inc. v. Lower Gwynedd Township, et al., No. 91-CV-6567, before the United States District Court for the Eastern District of Pennsylvania, a copy of which is attached to this Stipulation as Exhibit "B", as fully as though the entire text thereof was set forth herein, at length.

5. Binding Effect. The parties agree that this Stipulation of Settlement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

6. Discontinuance. This case shall be marked settled, discontinued and ended with prejudice.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation of Settlement to be executed this _____ day of _____, 1994.

BOARD OF SUPERVISORS
LOWER GWYNEDD TOWNSHIP

Township Seal

By _____, Chairman

ATTEST:

James J. Garrity
Township Solicitor

LOWER GWYNEDD TOWNSHIP
ZONING HEARING BOARD

Thomas M. Del Ricci
Zoning Board Solicitor

GWYNEDD PROPERTIES, INC.

Corporate Seal

By _____
Augustus J. Tornetta, President

ATTEST:

Charles J. Tornetta, Secretary

J. Peirce Anderson
Attorney for
Gwynedd Properties, Inc.

GWYNEDD PROPERTIES, INC.,
Plaintiff,

v.

ZONING HEARING BOARD OF
LOWER GWYNEDD TOWNSHIP,
Defendant.

IN THE COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY, PA.

NO. 92-08983

O R D E R

AND NOW, this day of , 1994,
upon consideration of the attached Stipulation of Settlement, the
Court hereby APPROVES that Stipulation; and this case shall be
marked settled, discontinued and ended.

BY THE COURT:

_____ J.

EXHIBIT "E"

DECLARATION

This DECLARATION, made this _____ day of _____, 1994, by GWYNEDD PROPERTIES, INC. (hereinafter referred to as "Declarant") of 839 East Germantown Pike, Norristown, Pennsylvania 19401, providing as follows:

W I T N E S S E T H :

WHEREAS, Declarant is the owner in fee of Parcels 39-00-01574007 ("Lot 1"), 39-00-01574052 ("Lot 2"), 39-00-02014305 ("Lot 3"), 39-00-02014467 ("Lot 45") and 39-00-01574106 ("Lot 46") (hereinafter referred to collectively as "Parcels"), all situate within a certain residential subdivision known as Polo Club Estates in Lower Gwynedd Township, Montgomery County, Pennsylvania; and

NOW, THEREFORE, Declarant, on behalf of itself, its successors and assigns of the Parcels aforesaid, hereby gives notice that the 100-year flood line on Lots 1, 2, 3, 45 and 46 has been revised in accordance with detailed engineering studies performed by Pennoni Associates dated April 22, 1994, so that the proposed buildings shown on the approved amended Subdivision Plan are no longer in the flood plain.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first-above written.

GWYNEDD PROPERTIES, INC.

[SEAL]

By _____
Augustus J. Tornetta, President

Attest _____
Charles J. Tornetta, Secretary

EXHIBIT "F"

EXHIBIT "B"
DEPICTION OF PENLLYN WOODS
ATTACHED

THESE PLANS REPRESENT THE PROFESSIONAL SEAL AND SIGNATURE OF THE ENGINEER. THE ENGINEER HAS REVIEWED THE PLANS AND FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ENGINEERING ACT AND THE ENGINEERING REGULATIONS. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ENGINEER.

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

PROJECT NO.: 39000157002
DATE: 08/17/2023
SCALE: 1"=200'
SHEET NO.: 1 OF 1

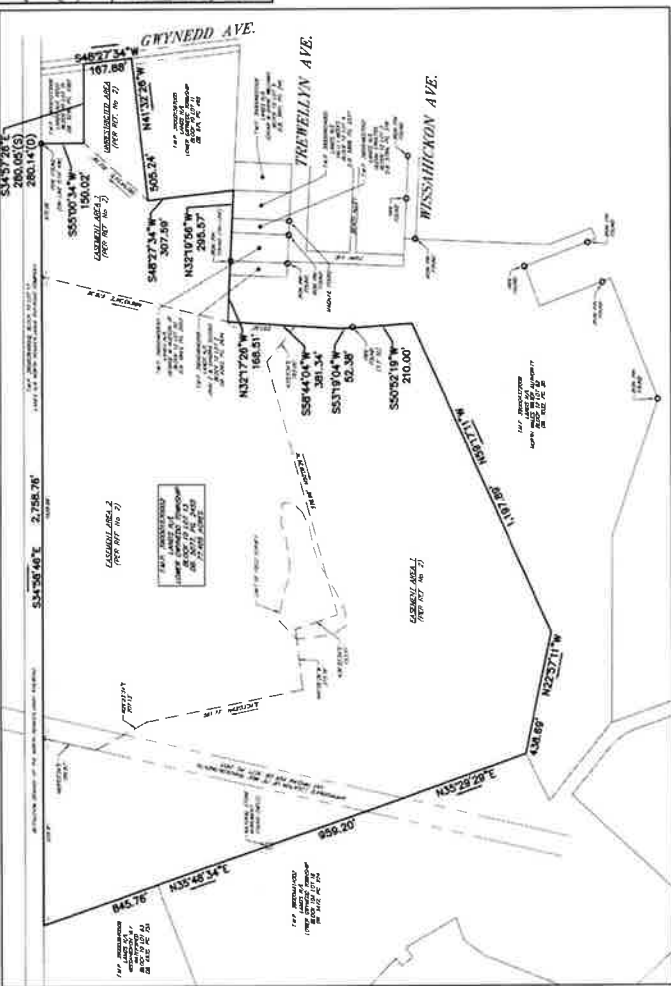


REV.	DESCRIPTION	DATE	BY

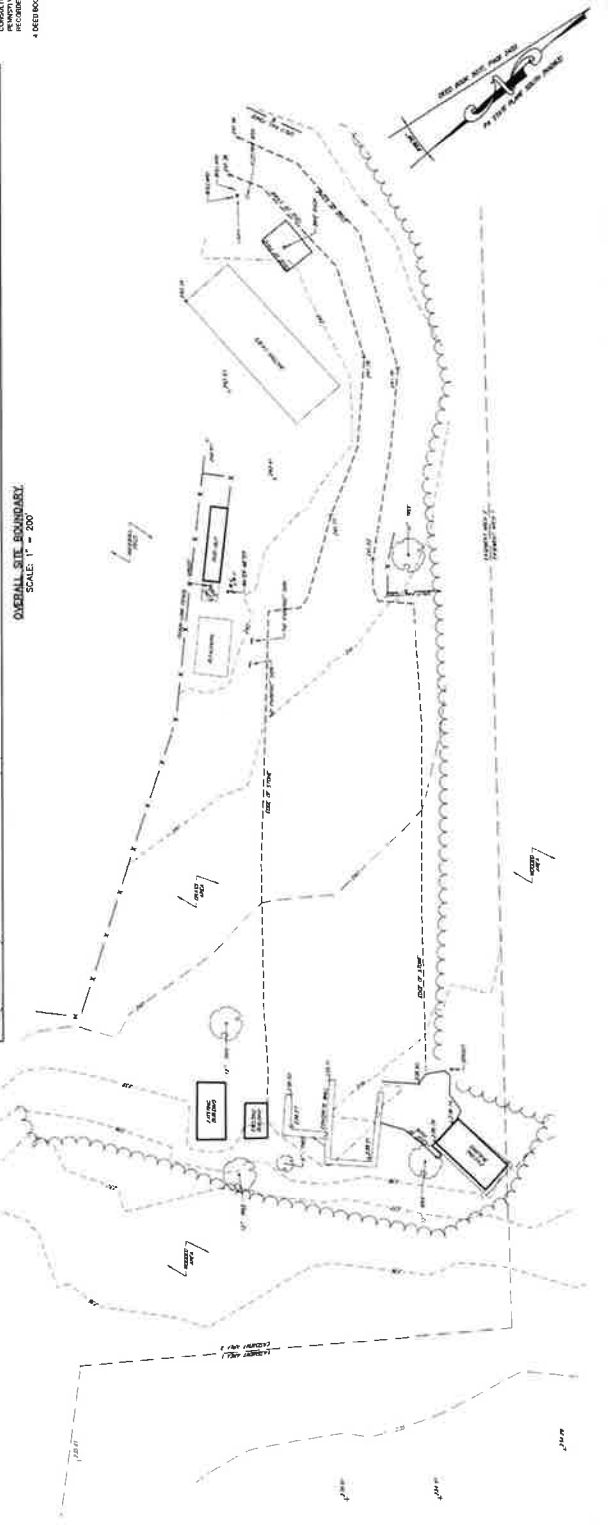
EXISTING FEATURES PLAN
PENNYLN PARK
T.M.P. 39000157002

G&A
GILMORE & ASSOCIATES, INC.

PROJECT NO.: 39000157002
DATE: 08/17/2023
SCALE: 1"=200'
SHEET NO.: 1 OF 1



OVERALL SITE BOUNDARY
SCALE: 1" = 200'



LOCATIONS OF EXISTING IMPROVEMENTS UTILITIES/FEATURES SHOWN HEREON HAVE BEEN OBTAINED FROM RECORDS FIELD SURVEY AND VISUAL INSPECTION. THE ENGINEER HAS REVIEWED THE RECORDS AND VISUAL INSPECTION AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ENGINEERING ACT AND THE ENGINEERING REGULATIONS. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ENGINEER.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

PROJECT NO.: 39000157002
DATE: 08/17/2023
SCALE: 1"=200'
SHEET NO.: 1 OF 1



REV.	DESCRIPTION	DATE	BY

EXISTING FEATURES PLAN
PENNYLN PARK
T.M.P. 39000157002

G&A
GILMORE & ASSOCIATES, INC.

PROJECT NO.: 39000157002
DATE: 08/17/2023
SCALE: 1"=200'
SHEET NO.: 1 OF 1

EXHIBIT "C"
PROPOSED CELL TOWER LOCATION
ATTACHED

RISEUP TOWERS

PENLLYN WOODS PARK TRAIL NEW TELECOMMUNICATION COMPOUND 1227 E TWP LINE ROAD PENLLYN, PA 19422

MONOPOLE COORDINATES
LAT: 40.176409° N
LONG: -75.254003° W



SAC : ALYSON WARD
CONST: TOM LADIK
PM : ALYSON WARD
AAE : JAKE MINARDI

SCHEDULE OF REVISIONS

NO.	DATE	DESCRIPTION OF CHANGE
1	10/20/2011	PRELIMINARY I/E

DRAWN BY: JICA
CHECKED BY: MLL
SCALE: NOTED
JOB NO.: 25002/01
DRAWING TITLE:

TITLE SHEET

DRAWING SHEET

LE-1

PENLLYN WOODS PARK TRAIL
1227 E TWP LINE ROAD
PENLLYN, PA 19422

SHEET NO. 1 OF 6

JACOB MINARDI, P.E.
PENNSYLVANIA PROFESSIONAL ENGINEER
10/20/11 12:01:11

DRAWING SHEET	DRAWING TITLE
LE-1	TITLE SHEET
LE-2	OVERALL SITE PLAN
LE-3	GRIDDED SITE PLAN
LE-4	GRIDDED SITE PLAN
LE-5	COMPOUND PLAN
LE-6	ELEVATION



AREA MAP

PENLLYN, PA

DIRECTIONS

FROM BUS 10 PA ORCE FROM BUS 10 PA ORCE
TURN RIGHT ONTO PENLLYN BLVD. TURN LEFT ONTO TWP LINE RD.
CONTINUE ONTO PENLLYN WOODS PK. ENTER PENLLYN WOODS PARK. FOLLOW
SIGNALS. CONTINUE THRU PARKING LOT. VERT. LEFT. SITE IS LOCATED BEHIND
MATERIAL YARD.

SAC - ALYSON WARD
CONST. TOM LADIK
PM - ALYSON WARD
AGE - JAKE MINARDI

SCHEDULE OF REVISIONS

NO.	DATE	DESCRIPTION OF CHANGES
1	08/06/2013	PRELIMINARY
2		
3		
4		
5		
6		
7		
8		
9		
10		

DRAWN BY: MRL
CHECKED BY: MRL
SCALE: NOTED
JOB NO: 2350303.001
DRAWING TITLE: **OVERALL
SITE PLAN**

DRAWING SHEET:
LE-2

PENLLYN WOODS PARK TRAIL
1227 E TWP LINE ROAD
PENLLYN, PA 19422

SHEET NO. 2 OF 5

JACQUES HENRISSON, P.E.
PENNSYLVANIA PROFESSIONAL ENGINEER
LICENSE # 215333



**LOWER GWYNEDD
PENLLYN WOODS PARK**
PROJECT NO. 2350303.001
DATE: 08/06/2013
DRAWN BY: MRL
CHECKED BY: MRL

PROPOSED BENCH: 150'-0" WIDE
WITH A 4" X 4" X 30'-0" POST
(CLASS 3.3) TYPICAL CONCRETE

EXISTING WOODS AREA



OVERALL SITE PLAN
SCALE: 1" = 200'

SCALE BASED ON FULL SIZE "A" X "A" SHEETS ONLY!
(DO NOT USE SCALE ON OTHER SIZED DRAWINGS)

SAC : ALYSON WARD
CONST : TOM LADIK
PM : ALYSON WARD
AEE : JAKE MINARDI

SCHEDULE OF REVISIONS

#	DATE	DESCRIPTION OF CHANGES
1	08/28/2013	PRELIMINARY I/E

DRAWN BY: JDA
CHECKED BY: JAL
SCALE: NOTED
JOB NO: 2013030101
DRAWING TITLE:

**EXISTING
SITE PLAN**

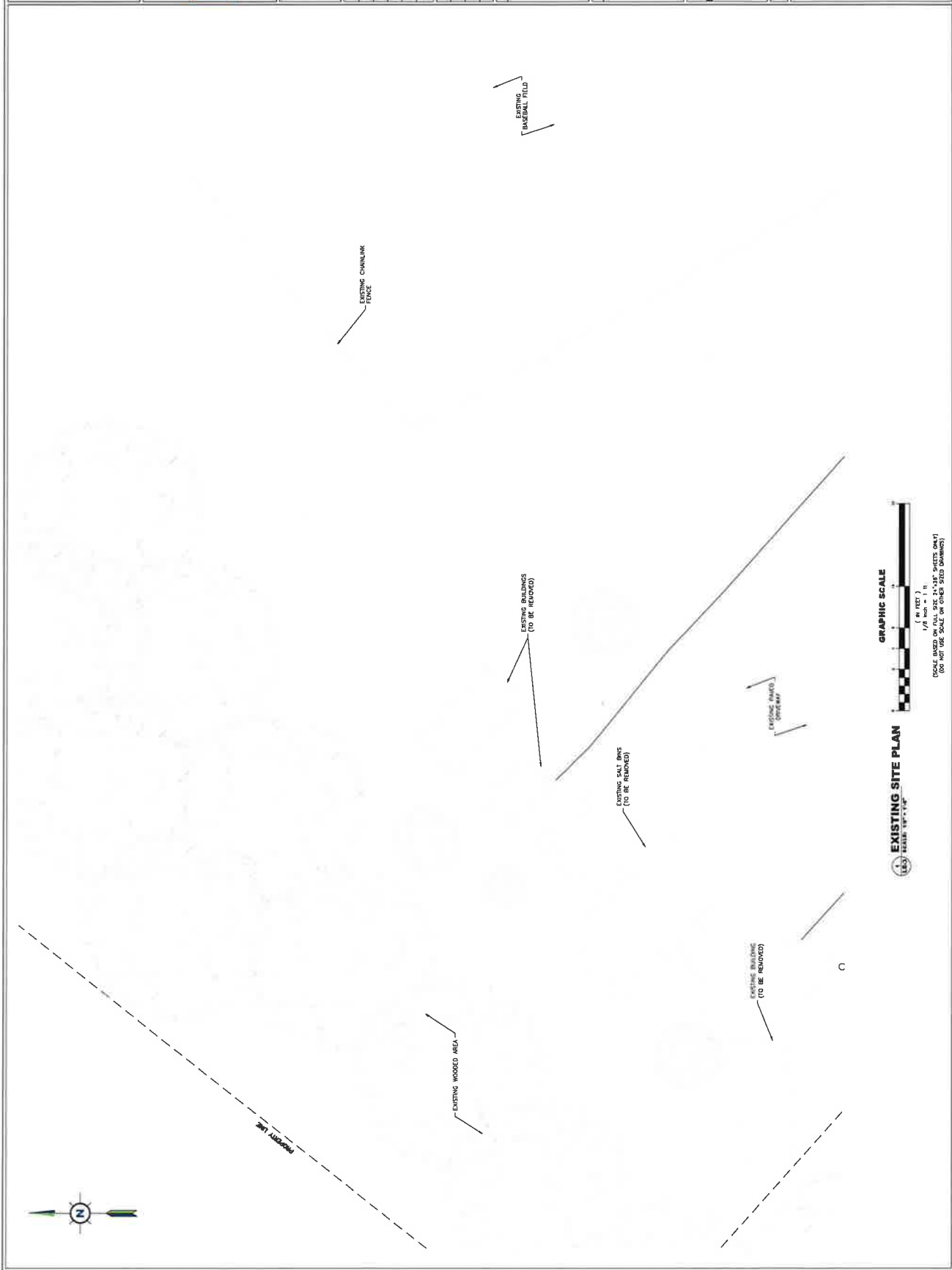
DRAWING SHEET

LE-3

PENLLYN WOODS PARK TRAIL
1227 E TWP LINE ROAD
PENLLYN, PA 15422

SHEET NO. 3 OF 6

JACOB MINARDI, P.E.
PENNSYLVANIA PROFESSIONAL ENGINEER
LICENSE # 000011



(SCALE BASED ON FULL SIZE 24"X36" SHEETS ONLY)
(DO NOT USE SCALE ON OTHER SIZED DRAWINGS)

EXISTING SITE PLAN
LE-3
SCALE: 1/8" = 1'-0"

SAC : ALYSON WARD
CONST: TOM LABIK
PM : ALYSON WARD
A/E : JAKE MINARDI

SCHEDULE OF REVISIONS

#	DATE	DESCRIPTION OF CHANGE
1	08-26-2013	PRELIMINARY I.E.

DRAWN BY: JDA
CHECKED BY: MLL
SCALE: NOTED
JOB NO: Z2E02001
DRAWING TITLE:

**PROPOSED
SITE PLAN**

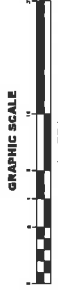
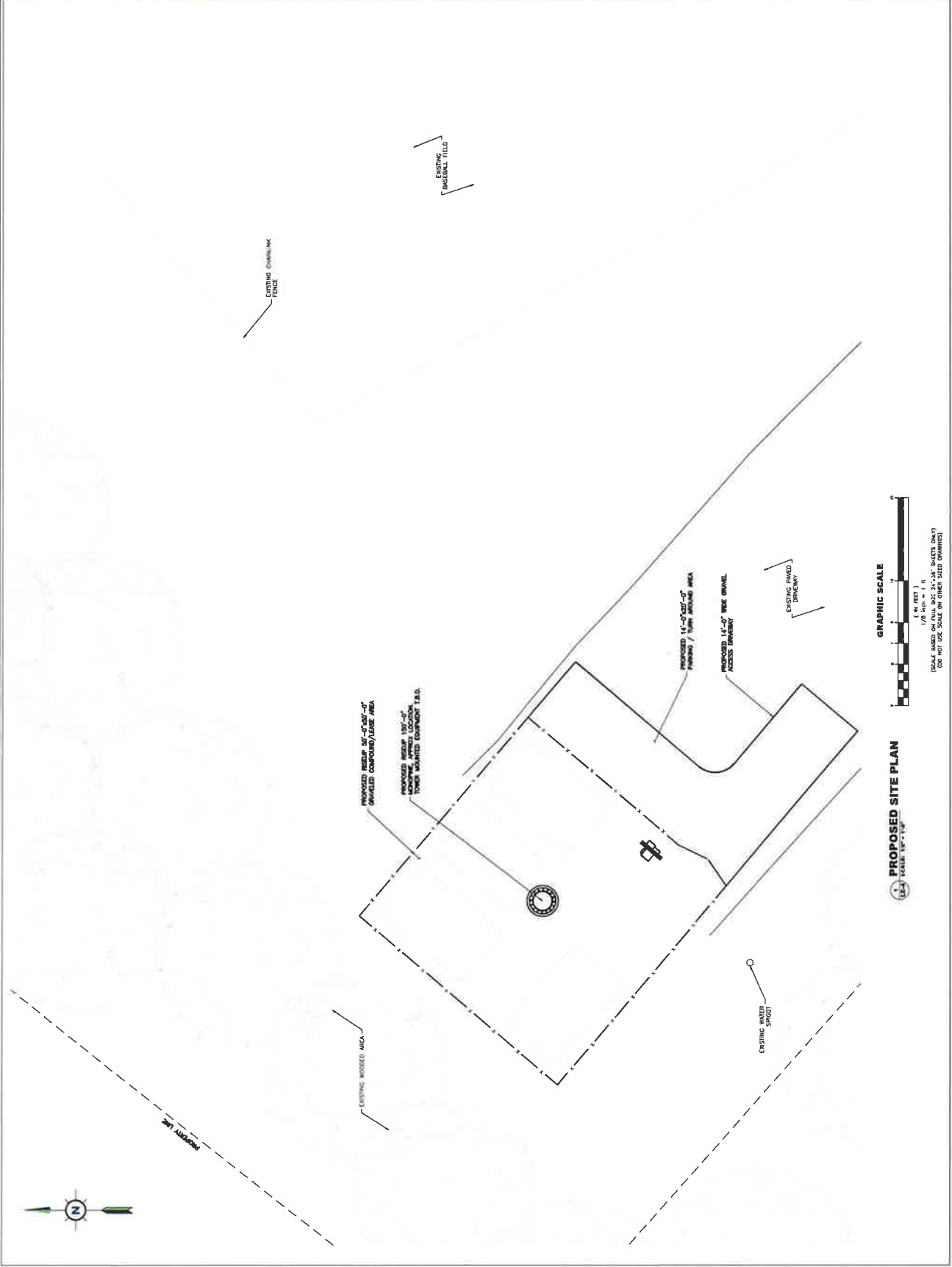
DRAWING SHEET:

LE-4

PENLLYN WOODS PARK TRAIL
1227 E TWP LINE ROAD
PENLLYN, PA 19422

SHEET NO. 4 OF 6

JACOB MINARDI, P.E.
PENNYLVAIA PROFESSIONAL ENGINEER
LICENSE # 1000000000



SCALE BASED ON FULL SIZE 24" x 36" SHEETS ONLY
(DO NOT USE SCALE ON OTHER SIZED DRAWINGS)

PROPOSED SITE PLAN
SCALE: 1/8" = 1'-0"

SAC : ALYSON WARD
CONST : TOM LABIK
PM : ALYSON WARD
A/E : JAKE MINARDI

SCHEDULE OF REVISIONS

NO.	DATE	DESCRIPTION OF CHANGES
1	05/06/2023	PRELIMINARY I/E

DRAWN BY	DATE
WRL	05/06/2023

CHECKED BY: WRL
SCALE: NOTED
JOB NO.: 2302007.001

DRAWING TITLE

COMPOUND PLAN

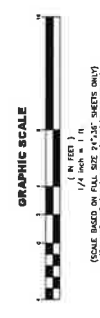
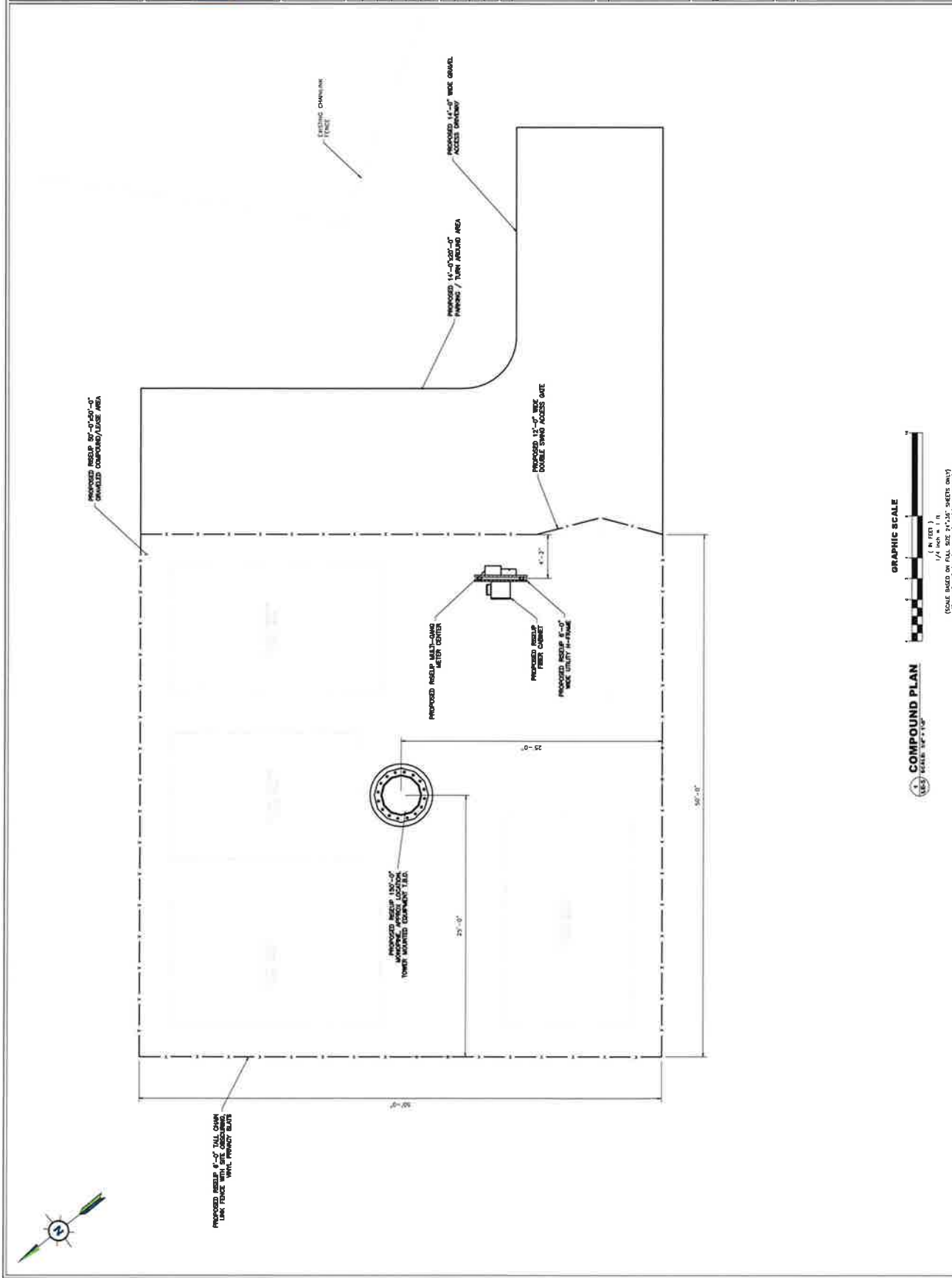
DRAWING SHEET:

LE-5

PENLLYN WOODS PARK TRAIL
1227 E TWP LINE ROAD
PENLLYN, PA 19422

SHEET NO. 5 OF 6

JAKE MINARDI, P.E.
PENNSYLVANIA PROFESSIONAL ENGINEER
LICENSE # 0001214



COMPOUND PLAN
SCALE: 1/4" = 1'-0"

(SCALE BASED ON FULL SIZE 11" x 17" SHEETS ONLY)
(DO NOT USE SCALE ON OTHER SIZE DRAWINGS)

SAC : ALYSON WARD
CONST: TOM LADIK
PM : ALYSON WARD
AEE : JAKE MINARDI

SCHEDULE OF REVISIONS

#	DATE	DESCRIPTION OF CHANGE
1	06/26/2013	PRELIMINARY

DRAWN BY: JDA
CHECKED BY: MLL
SCALE: NOTED
JOB NO: Z5000401
DRAWING TITLE:

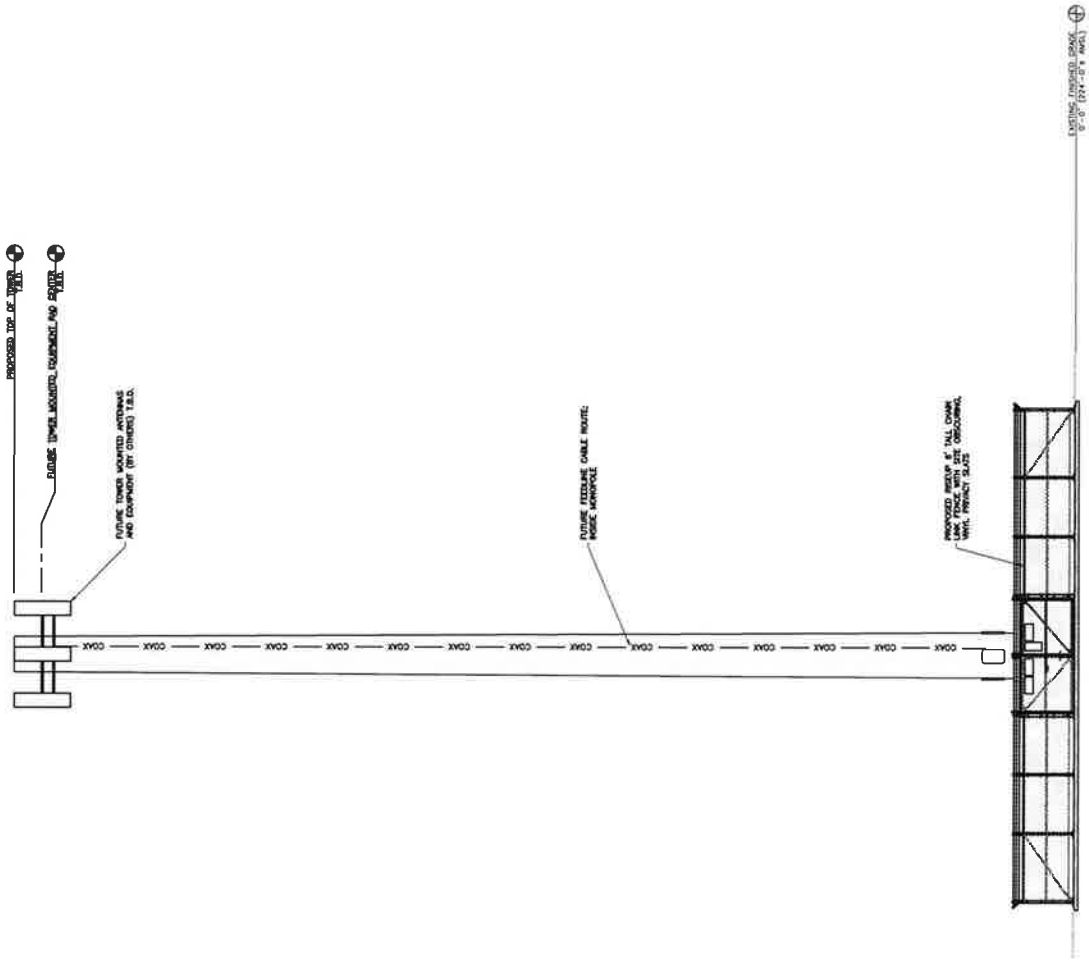
ELEVATION

DRAWING SHEET:

LE-6

PENLYN WOODS PARK TRAIL
1227 E TWP LINE ROAD
PENLYN, PA 19422

SHEET NO. 5 OF 6



ELEVATION
SCALE 1/8" = 1'-0"

SCALE DRAWN BY: JDA, DATE: 06/26/2013, SHEET: 5 OF 6
FOR THE USE OF: PENNSYLVANIA PROFESSIONAL ENGINEER