

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**").

PREAMBLE

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**").

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 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").
- (b) The construction, improvement or maintenance of not more than two paved public access drives designed to provide reasonable public access to Easement Area 2 with a minimum of interference to the existing topography, vegetation, wildlife and conservation purposes sought to be accomplished by this Easement.
- (c) The construction, improvement or maintenance of unpaved patrol drives in connection with the use of Easement Area 1, provided such patrol drives are designed and constructed to cause a minimum of interference with the existing topography, vegetation, wildlife and conservation purposes set forth herein.
- (d) The construction, improvement or maintenance of such public utilities (i.e., water, public sewer and electricity) as may be necessary to serve recreation related facilities in Easement Area 2, provided that the construction and

location of such utility lines shall be designed to cause a minimum of interference with the existing topography, vegetation, wildlife and conservation purposes set forth herein.

- (e) Such fencing as may be deemed necessary in the opinion of the Board of Supervisors in order to protect and preserve Easement Area 1 and the existing topography, vegetation and wildlife located within Easement Area 1.
- (f) The construction, improvement or maintenance of structures related to the Trail Facilities such as paths, foot bridges, trail markers, benches, informational or interpretive 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.
- (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. **(First Amendment, approved November 23, 2023)**

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.
- (e) Notwithstanding any other provision of this Declaration, not less than thirty (30) days prior to the publication of any proposed amendment to the Declaration and not less than thirty (30) days prior to any public hearing to consider a proposed

amendment to the Declaration, written notice shall be specifically provided to Wissahickon Trails (“Trails”), or its successor organization, to such address as Trails shall provide in writing to the Township. Nothing in this paragraph shall be construed to grant Trails any rights of a “Holder” of the Easements contained in the Declaration and shall not imply that Trails has any right of approval or disapproval of any proposed amendment to the Declaration. (Second Amendment, proposed May 2025)

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.