

LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS MINUTES
July 1, 2026

Chairman Keith Bergman called the Lower Salford Township Board of Supervisors meeting to order at 7:30 p.m. Supervisors present were Dave Scheuren, Kent Krauss, Marybeth Morrell and Rick Alderfer. Also present were Holly Hosterman, Assistant to the Township Manager; Director of Building and Zoning, Mike Beuke; Special Projects Coordinator, Grace Kelley; Solicitor, Andy Freimuth; and from the Township Engineer's Office, Cindy VanHise, PE.

Chairman Bergman led all in the Pledge of Allegiance.

Public Comment – There was no public comment.

Consent Agenda:

Supervisor Scheuren moved to approve the consent agenda as presented. Supervisor Alderfer seconded the motion. The motion passed unanimously.

Committee Reports:

Chairman Bergman reminded those present that the schedule of upcoming Township meetings was listed on the bottom of the agenda.

Zoning Hearing Board:

Mike Beuke stated that there are no applications before the ZHB in July.

Park Board:

Mrs. Hosterman reported that the next Park Board meeting is scheduled for July 28th at 7pm.

Fire Chief:

Deputy Chief Jesse Mancini reported that for the month of June the Company had responded to 40 calls, with the Company averaging 7.62 firefighters per call. The Company was in service for 32 hours and 59 minutes. Deputy Chief Mancini said that total fire personnel responses were 305.

Freedom Valley Medical Rescue – No report

Communications Committee:

Grace Kelley reported the next meeting of the Communications Committee was

scheduled for July 15, at 7:30pm.

Recreation Authority:

Chairman Bergman said that the course was in great shape and doing well. He said that revenues were ahead of budget for the year.

Unfinished Business:

A) Recommendation to Award the Oak Drive (T-370) Roadway and Pedestrian Improvements Project

Chairman Bergman said the lowest bidder for this project was Marino Corporation at \$446,468.00. Supervisor Scheuren made a motion to award the project to Marino and Supervisor Krauss seconded. Motion carried unanimously.

New Business:

A) 645 & 667 Bergey's Mill Road – Lot Line Adjustment – Discussion of Waivers
Present were applicants Michael & Kalyn Gouldey and their engineer, Cynthia Smith, P.E. of Horizon Engineering. Ms. Smith reviewed the waiver request letter dated May 18, 2026, for the Board of Supervisor's consideration. Chairman Bergman asked the Board if there were any questions. Seeing none, he asked Cindy VanHise from the Township's engineer's office if the Planning Commission had been favorable to the waivers. Ms. VanHise noted the Planning Commission recommended the approval of the waivers. Hearing no objections from those in attendance, Chairman Bergman said the Board had no comment on the requested waivers.

B) Ordinance 2026-06 – LPOD Zoning Ordinance Text and Map Amendments – Authorization to Advertise

Chairman Bergman spoke briefly on the proposed changes to the LPOD ordinance text & map amendments. Zoning Director Mike Beuke went on to explain the use at 110 Cassell Road for 110 proposed age restricted dwellings. Supervisor Krauss made a motion to approve the advertising of the ordinance and Supervisor Scheuren seconded the motion. Motion carried unanimously.

C) Ordinance 2026-07 – Data Center Zoning Ordinance Text and Map Amendments – Authorization to Advertise

Township Solicitor explained that this ordinance is meant to define and regulate developers who propose building data centers in Lower Salford Township. Mr. Freimuth noted that this proposed text and map amendment will still need to be reviewed again by the Township Planning Commission as well as the Montgomery County Planning

Commission. Motion to advertise was made by Supervisor Scheuren and seconded by Supervisor Alderfer. Motion carried unanimously.

D) Ordinance 2026-08 - Guaranty Debt Ordinance Authorizing Lease Rental Debt Not to Exceed \$26,500,000 – Enactment.

Chairman Bergman noted this Ordinance was the formal action constituting a debt ordinance under the local government unit debt act and authorizing the incurring of lease rental indebtedness not to exceed \$26,500,000. Mr. Bergman noted that this Ordinance will allow the Recreation Authority to purchase the 62 +/- acre Allebach Farm on Stover Road. Chairman Bergman asked for a motion. Supervisor Scheuren made a motion and Supervisor Morrell seconded. Motion carried unanimously.

E) Motion to Approve and Execute the 2026-2027 #2 Consortium Heating Oil Bid Contract to Wilson of Wallingford

It was noted that the cost of this year's heating oil was considerably higher than last year's bid. However, the Supervisors also realize that all oil products have increased in cost since last year's contract was approved. Supervisor Alderfer asked if there was a possibility of obtaining additional bids. Supervisor Krauss said that doing so would require time not allowable with regard to the number of locations that require fuel. Ms. Hosterman told the Board that she would relay the concern to Township Manager Czajkowski for review. Chairman Bergman asked for a motion to approve. Supervisor Krauss made a motion and Supervisor Scheuren seconded. Motion carried unanimously.

F) Motion to Approve the 2026-2027 Consortium Fuel Contract to SJ Fuel South Company, Inc.

Supervisor Krauss made the motion to approve, and Supervisor Scheuren seconded. Motion carried unanimously.

Discussion Period – No public comment.

There being no further business, Mr. Freimuth moved to adjourn at 7:48pm.

Respectfully Submitted,

Holly Hosterman
Assistant to the Township Manager

**BOARD OF SUPERVISORS
LOWER SALFORD TOWNSHIP**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2026-05

“Earned Income Tax Increase for Open Space Conservation”

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, CHAPTER 147 (TAXATION), ARTICLE III (EARNED INCOME TAX) TO ADD A NEW SECTION 147-21.1 ENTITLED “OPEN SPACE TAX” TO IMPOSE A TAX AT THE RATE OF 0.25% ON EARNED INCOME AND NET PROFITS OF INDIVIDUAL RESIDENTS OF THE TOWNSHIP AND NONRESIDENTS WITHIN THE CONFINES OF THE TOWNSHIP PURSUANT TO THE OPEN SPACE LANDS ACT, 32 P.S. §§ 5001 ET SEQ., TO RETIRE INDEBTEDNESS INCURRED IN PURCHASING INTERESTS IN REAL PROPERTY AND/OR TO MAKE ADDITIONAL ACQUISITIONS OF INTERESTS IN REAL PROPERTY IN THE TOWNSHIP TO BE USED FOR AN OPEN SPACE BENEFIT OR BENEFITS; TO PAY TRANSACTIONAL FEES AND COSTS INCIDENTAL TO SUCH ACQUISITIONS; TO PAY OTHER EXPENSES FOR THE PREPARATION OF REQUIRED RESOURCE, RECREATION OR LAND USE PLANS RELATED TO SUCH ACQUISITIONS; AND TO FINANCE THE EXPENDITURE OF UP TO 25% OF ANNUAL ADDITIONAL TAX REVENUE FOR THE DEVELOPMENT, IMPROVEMENT, DESIGN, ENGINEERING AND MAINTENANCE OF LAND ACQUIRED FOR AN OPEN SPACE BENEFIT OR BENEFITS; THE TAX BEING EFFECTIVE JANUARY 1, 2027.

WHEREAS, the Open Space Lands Acquisition and Preservation Act, 32 P.S. § 5001 *et seq.* (the “Open Space Lands Act”) authorizes local government units to impose, in addition to the earned income tax rate limit set forth in the Local Tax Enabling Act, 53 P.S. § 6924.101 *et seq.* (the “LTEA”), a tax on the earned income of the residents of a local government unit not exceeding the rate authorized by a referendum of the voters; and

WHEREAS, the Board of Supervisors of Lower Salford Township by Ordinance No. 2026-01, adopted on January 5, 2026, ordered that a referendum be conducted pursuant to the

Open Space Lands Act during the May 2026 primary election for the registered voters in Lower Salford Township to vote whether they favored of the imposition of an additional earned income tax at the rate of one quarter of one percent (0.25%) to be used by the Township to raise revenue for purposes funding acquisition of real property and other interests in real property for open space benefits in accordance with the Open Space Lands Act; and

WHEREAS, a majority of those voting on the referendum question voted in favor of the imposition of the tax.

The Board of Supervisors of Lower Salford Township does hereby **ENACT** and **ORDAIN**:

SECTION I. - Amendment to Code

The Code of the Township of Lower Salford, Chapter 147 (Taxation), Article III (Earned Income Tax) is hereby amended to add a new Section 147-21.1 entitled “Open Space Tax” as follows:

§ 147-21.1 Open Space Tax.

A. In addition to the tax levied for general Township revenue purposes, an additional tax at the rate of one quarter of one percent (0.25%) is hereby imposed on the forms of income listed in Section 147-21 beginning January 1, 2027. The revenue generated from the additional tax as approved by the electors of Lower Salford Township by referendum shall be used only for the following purposes as authorized by the Open Space Lands Act:

- (1) To retire indebtedness incurred in purchasing interests in real property and/or to make additional acquisitions of interests real property in the Township for the purpose of securing an open space benefit or benefits;
- (2) To pay transactional fees incidental to such acquisitions;
- (3) To pay expenses necessary to prepare a required resource, recreation, or land use plan for such property or property interests;
- (4) To develop, improve, design, engineer or maintain such property.

SECTION II. - Severability

The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION III. - Failure to Enforce not a Waiver

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION IV. - Effective Date

This Ordinance shall take effect and be in force from and after its approval as required by the law.

SECTION V. - Repealer

All other ordinances and resolutions or parts thereof insofar as they are inconsistent with this Ordinance are hereby repealed.

ORDAINED AND ENACTED by the Board of Supervisors of Lower Salford Township, Montgomery County, Pennsylvania, this 5th Day of August, 2026.

LOWER SALFORD TOWNSHIP

By: _____
Keith A. Bergman, Chairman,
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Township Manager/Secretary

**BOARD OF SUPERVISORS
LOWER SALFORD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2026-06

“Age-Qualified Residential and LPOD Map Amendment”

AN ORDINANCE OF LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE TOWNSHIP ZONING ORDINANCE TO AMEND THE LOWER SALFORD TOWNSHIP ZONING MAP TO INCLUDE PROPERTIES AT 110 CASSELL ROAD (MONTGOMERY COUNTY TAX PARCEL NO. 50-00-00307-00-3) AND CASSELL ROAD (MONTGOMERY COUNTY TAX PARCEL NO. 50-00-00310-00-9) IN THE LAND PRESERVATION OVERLAY DISTRICT (LPOD), AND TO AMEND CHAPTER 164 (ZONING), ARTICLE VIA (LPOD LAND PRESERVATION OVERLAY DISTRICT), SECTION 164-28.1 (INTENT) TO ESTABLISH LEGISLATIVE INTENT FOR SUSTAINABLE HOUSING IN THE FORM OF AN “AGE-QUALIFIED RESIDENTIAL” (AQR) DEVELOPMENT AND TO ALLOW THE LPOD IN PROXIMITY TO INDUSTRIALLY ZONED PROPERTIES AROUND THE HARLEYSVILLE GROWTH AREA; TO AMEND SECTION 164-28.3 (CONDITIONAL USES) TO PERMIT AN AQR DEVELOPMENT BY CONDITIONAL USE IN THE LPOD; TO AMEND SECTION 164-28.4 (CONDITIONAL USE STANDARDS) TO ESTABLISH CERTAIN STANDARDS FOR AN AQR DEVELOPMENT; TO AMEND SECTION 164-28.5 (DENSITY AND DIMENSIONAL STANDARDS) TO ESTABLISH SPECIFIC DENSITY AND DIMENSIONAL STANDARDS FOR AN AQR DEVELOPMENT; TO AMEND SECTION 164-28.6 (DESIGN STANDARDS) TO REQUIRE AQR DEVELOPMENTS TO MEET SPECIFIC DESIGN STANDARDS; TO AMEND SECTION 164-28.7 (COMMON OPEN SPACE STANDARDS) AND TO CREATE A NEW SECTION 164-28.10 ENTITLED “MISCELLANEOUS” TO ESTABLISH THE OPEN SPACE REQUIREMENTS FOR AN AQR DEVELOPMENT; AND TO AMEND SECTION 164-28.9 (SEWAGE AND WATER FACILITIES) TO REQUIRE PUBLIC WATER AND PUBLIC SEWER FOR AN AQR DEVELOPMENT.

WHEREAS, Section 66601 of the Second Class Township Code, 53 P.S. § 66601, authorizes the Lower Salford Township Board of Supervisors to adopt, amend, repeal or revise existing ordinances,

WHEREAS, Section 609 of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10609, authorizes the Lower Salford Township Board of Supervisors to enact amendments to the text of the Lower Salford Township Zoning Ordinance,

WHEREAS, the Lower Salford Township Board of Supervisors has determined that it is in the best interests of the Township to adopt this ordinance amending the Lower Salford Township Zoning Ordinance to further the preservation of open space within residential developments and to provide for sustainable and diversified housing options within the Township,

WHEREAS, a public hearing was held for the purpose of considering the amendments to the Lower Salford Township Zoning Ordinance set forth herein, and

WHEREAS, the Lower Salford Township Board of Supervisors, after the public hearing, and after receipt of recommendations from the Lower Salford Township Planning Commission and Montgomery County Planning Commission, deems it appropriate and proper that:

1. The Zoning Map of Lower Salford Township be amended to include properties at 110 Cassell Road (Montgomery County Tax Parcel No. 50-00-00307-00-3) and Cassell Road (Montgomery County Tax Parcel No. 50-00-00310-00-9) in the Land Preservation Overlay District (LPOD).
2. The text of the Zoning Ordinance of Lower Salford Township be amended to permit Age Qualified Residential (AQR) development as a conditional use in the LPOD Land Preservation Overlay District, as hereinafter more particularly set forth.
3. The text of the Zoning Ordinance of Lower Salford Township be amended to provide for the dimensional requirements applicable to Age Qualified Residential (AQR) developments in the LPOD Land Preservation Overlay District, as hereinafter more particularly set forth.
4. The text of the Zoning Ordinance of Lower Salford Township be amended to update and clarify the provision of the LPOD Land Preservation Overlay District, as hereinafter more particularly set forth.

AND the Lower Salford Township Board of Supervisors has concluded that such amendments will be in accordance with the spirit and the intent of the Lower Salford Township Zoning Ordinance.

NOW THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of Lower Salford Township, Montgomery County, Pennsylvania that the Zoning Map of Lower Salford Township and the Lower Salford Township Zoning Ordinance are both amended as follows:

SECTION 1. Section 164.28.1, of the Zoning Ordinance entitled Intent, is amended and restated in Subsection A, and to add a new Subsection G, as follows:

A. Create an open space/parkland greenbelt around the Harleysville growth area and Lederach Village, and in the vicinity of the Township's industrial areas, which will create a growth boundary for the more urbanized portions of the Township.

G. Provide for sustainable housing development options to address population needs and residential housing demands.

SECTION 2. Section 164-28.3 of the Zoning Ordinance entitled Conditional Uses is amended to add new subsection C , which shall read as follows:

C. Age-Qualified Residential (AQR) development with 55% open space and clustered in accordance with standards of the LPOD District. An AQR development shall be comprised of a mix of the following residential unit types, all of which shall be restricted with an age qualification restricting occupancy to at least one resident of 55 years of age and older: single-family detached dwelling; two-family building or dwelling unit; triplex dwelling units and quadruplex dwelling units. Lot line dwelling units and mobile home dwelling units shall be prohibited. An AQR development shall also include accessory uses and structures customarily incidental to principal residential use for the use and benefit of the residents and guests of the development only, including structures devoted to passive recreation, active recreation (a “clubhouse”), overflow parking areas, and similar amenities as authorized by the Board of Supervisors.

SECTION 3. Section 164-28.4 of the Zoning Ordinance entitled Conditional Use Standards is amended to restate Section C and add subsection F as follows:

C. The Township Board of Supervisors determines that the design, location and layout of common open space meets Township goals and requirements, and for AQR developments, that the development is in proximity to the industrial zoned areas of the Township.

F. For AQR development, a minimum of 55% of the dwelling units shall be comprised of single family detached dwellings and twin dwellings, with a minimum of 20% of either the single family detached dwelling or twin dwelling unit required.

SECTION 4. Section 164.28.5 of the Zoning Ordinance entitled Density and dimensional standards is amended to restate subsection A and add subsection A.3, as follows:

A. Density. For a single family cluster LPOD development subsections (1) and (2) below shall be used to calculate density. For an AQR LPOD development subsection (3) shall be used to calculate density.

(3) The yield plan requirements set forth above shall not apply to an AQR development. The density of an AQR LPOD development shall not exceed 1.75 dwelling units per gross acre.

SECTION 5. Section 164.28.5.B of the Zoning Ordinance entitled Dimensional Standards is amended to add Section B.(1).(a).[3], revise Section B.(2) and add Section B.(3) as follows:

B.(1) Dimensional standards of tracts proposed for LPOD development:

(a) Minimum tract size.

[3] AQR development: 35 acres.

B.(2) Dimensional standards for single-family detached residential lots in a single family cluster development.

B.(3) Dimensional standards for an AQR LPOD development. All building and dwelling unit types in an AQR development shall be unlotted, and the following dimensional standards must be met:

- (a) Minimum building setback from existing external road rights-of-way, when hedgerows are not provided: 175 feet.
- (b) Minimum building setback from existing external road rights-of-way when hedgerows are provided in accordance with § 164-28.6B: 75 feet.
- (c) Minimum building setback from tract boundaries: 75 feet.
- (d) Minimum building setback from floodplain and wetlands: 50 feet.
- (e) Minimum building setback from slopes of 25% or greater that have a vertical distance of eight feet or more: 15 feet.
- (f) Maximum building coverage (percentage of tract): 20%
- (g) Maximum impervious coverage (percentage of tract): 35%.
- (h) Maximum building height: 35 feet
- (i) Building separation: 20 feet
- (j) Outdoor living area setbacks for unlotted developments. Outdoor living areas are required for each dwelling unit at a depth of no less than 16 feet. Outdoor living space may not be permitted to encroach into the tract boundary setback.

SECTION 6. Section 164.28.6 of the Zoning Ordinance entitled Design Standards is amended to revise its text and revise Subsections C and D and add Subsection E as follows:

The following standards apply to all LPOD development, unless otherwise stated:

C. All lots in a single family detached cluster LPOD development and AQR development shall take driveway access from new interior roads, rather than existing roads exterior to the tract; however, lots in a village LPOD development may take driveway access from existing, exterior roads.

D. Streets within LPOD single family detached cluster developments shall be interconnected with each other and with streets on abutting properties.

E. Accessory uses for an AQR development shall comply with the following:

- (1) A clubhouse may be constructed only in AQR developments containing greater than 100 dwelling units. The clubhouse structure shall be limited to one (1) story and 4,000 square feet of floor area.
- (2) Accessory structures devoted to active recreation, including a clubhouse, courts and pool facility, shall be limited to use by the residents and guests of the development only. Commercial use is prohibited.

(3) Parking shall be provided for accessory structures in compliance with Section 164-99.A.

(4) Accessory overflow parking facilities shall be provided in locations throughout the development at a ratio of .5 space for every dwelling unit that is not a single family dwelling unit.

SECTION 7. Section 164.28.7 of the Zoning Ordinance entitled Common Open Space Standards is amended to revise Subsections A.(1) and A.(2) as follows:

(1) At least 55% of the gross tract area shall consist of common open space, which shall be comprised of conservation open space, central open space and/or access open space. For unlotted developments, required common open space shall be measured at a distance of 25 feet from the face of any residential building or 10 feet from the edge of any outdoor living area.

(2) Common open space shall meet the requirements of § 164-22 of Article V, General Provisions. For an AQR development, provision for active recreation facilities in compliance with 164-22.B.2 may be satisfied in the form of interconnected trail system, clubhouse and pool facilities, where such facilities comprise a minimum of 2.5% of the gross tract acreage.

SECTION 8. Section 164.28.7 of the Zoning Ordinance entitled Common Open Space Standards is amended to revise Subsection C.(1) as follows:

(1) Central open space shall be provided in all LPOD single family detached cluster developments only, at a rate of at least 1,000 square feet of central open space per lot but no more than 6,000 square feet of central open space per lot.

SECTION 9. Section 164-28.9 of the Zoning Ordinance entitled Sewage and water facilities is amended to state:

All LPOD single family detached cluster developments and AQR developments must be served by public water facilities and municipally owned and operated public sewage facilities.

SECTION 10. Section 164-28.10 entitled Miscellaneous shall be added to the Zoning Ordinance, as follows:

Where there is conflict between the common open space provisions of the Zoning Ordinance or other Township Code, and the requirements of this Section, the specific provisions of this Section shall be controlling.

SECTION 11. The Zoning Map of Lower Salford Township is hereby amended to include properties at 110 Cassell Road (Montgomery County Tax Parcel No. 50-00-00307-00-3) and Cassell Road (Montgomery County Tax Parcel No. 50-00-00310-00-9) in the Land Preservation Overlay District (LPOD).

SECTION 12. SEVERABILITY. It is hereby declared to be the legislative intent that if a court of competent jurisdiction declares any provision of this Amendment to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Amendment shall continue to be separately and fully effective. The Board of Supervisors hereby declares that it would have passed this Amendment and each Section or part thereof, other than the part declared invalid, if the Board of Supervisors has advanced knowledge that any part would be declared invalid.

SECTION 13. REPEALER. Any resolution, ordinance or part of any ordinance or resolution inconsistent herewith, and any amendments thereof, are hereby expressly repealed and the provisions of this Ordinance shall prevail.

SECTION 14. RATIFICATION. In all other respects, the provisions of the Lower Salford Township Zoning Ordinance, as amended, shall remain in full force and effect.

SECTION 15. EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its approval as required by the law.

ENACTED and ORDAINED this _____ day of _____, 2026.

LOWER SALFORD TOWNSHIP

By: _____
Keith A. Bergman, Chairman,
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Township Manager/Secretary

**BOARD OF SUPERVISORS
LOWER SALFORD TOWNSHIP**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2026-07

“Data Center Ordinance”

AN ORDINANCE AMENDING THE LOWER SALFORD TOWNSHIP ZONING MAP TO CREATE AND IDENTIFY THE DATA CENTER OVERLAY DISTRICT AS AN OVERLAY DISTRICT OVER CERTAIN PROPERTIES ALONG WAMBOLD ROAD WITH AN UNDERLYING ZONING DESIGNATION OF “I” INDUSTRIAL DISTRICT; TO AMEND CHAPTER 164 (ZONING), SECTION 164-5 (DEFINITIONS AND WORD USAGE) TO ESTABLISH DEFINITIONS FOR THE TERM “BACKUP GENERATORS”, “RENEWABLE ENERGY POWER GENERATION SOURCE”, “DATA CENTER”, “DATA CENTER ACCESSORY USES”, “DATA CENTER EQUIPMENT”, “POWER STORAGE SYSTEM”, AND “SENSITIVE RECEPTOR”; TO AMEND CHAPTER 164 (ZONING) TO CREATE A NEW ARTICLE XXIV ENTITLED “DATA CENTER OVERLAY DISTRICT” TO PERMIT DATA CENTER’S WITHIN THE NEWLY CREATED DATA CENTER OVERLAY DISTRICT BY CONDITIONAL USE AND SETTING FOR SECTIONS AND REGULATIONS ADDRESSING INTENT, APPLICABILITY, CONDITIONAL USE, CONDITIONAL USE APPLICATION REQUIREMENTS, DENSITY, DIMENSIONAL, AND ADDITIONAL STANDARDS; AND TO AMEND CHAPTER 164 (ZONING), ARTICLE V (GENERAL PROVISIONS), SECTION 165-25 (CONSIDERATION OF CONDITIONAL USE APPLICATIONS) TO ADD A NEW PARAGRAPH “D” TO ESTABLISH GENERAL STANDARDS FOR THE REVIEW OF ALL CONDITIONAL USE APPLICATIONS.

The Board of Supervisors of Lower Salford Township does hereby **ENACT** and **ORDAIN:**

SECTION I. - Zoning Map Amendment

The Lower Salford Township Zoning Map is hereby amended to identify the Data Center Overlay District as an overlay district in addition to the underlying zoning district of “I” Industrial on those properties depicted on the plan attached hereto as Exhibit “A”.

SECTION II. Amendment to Code

The Code of the Township of Lower Salford, Chapter 164 (Zoning), Section 164-5

(Definitions and word usage) is hereby amended to add the following new defined terms:

BACKUP GENERATORS - Natural gas, hydrogen fuel cells, Power Storage System, other non-coal and non-petroleum fuel powered equipment, or a Renewable Energy Power Generation Source that is used to generate electricity, primarily during a power outage.

RENEWABLE ENERGY POWER GENERATION SOURCE - A power generation source, with or without a power storage system including, but not limited to, photovoltaic panels, solar thermal systems, wind turbines (bladeless only), and geothermal systems.

DATA CENTER - A facility used primarily for or intended to be used primarily for the housing, operation, and/or co-location of (i) computer, communications, and/or data processing equipment, and equipment for handling, storing, and backing up the data necessary for the operation of a business or organizational entity; (ii) Data Center Equipment ("DCE") as defined below; (iv) Data Center Accessory Uses when located on the same tract or assemblage of adjacent parcels developed as a unified development; (v) cogeneration equipment and related pumps, conduit, piping, and other equipment to be used for transporting heat or other power sources for use in heating or generating power for other buildings; and (vi) all other systems, equipment, piping, conduit and other ancillary equipment, structures, and other appurtenances that are incidental to and/or needed for the construction, support, operation, repair, maintenance, and/or protection of the Data Center and its surroundings. Any facility that functions in a manner similar to one or more of the ways described herein but is clearly accessory to a permitted principal use located on the same lot, shall not be considered a "Data Center" for the purpose of applying the requirements of this ordinance. Notwithstanding the foregoing, an applicant proposing such accessory facility shall demonstrate compliance with the requirements of this Article as reasonably determined by the Township Zoning Officer and the Township Engineer based on the nature, extent, and anticipated impact of the facility as a precondition to issuance of a building permit and/or certificate of occupancy.

DATA CENTER ACCESSORY USES - Ancillary uses or structures secondary and incidental to a Data Center use, including but not limited to: Back-Up Generators (which shall not include energy generation systems used or intended to be used to supply power to the Data Center during normal operations); administrative, logistical, fiber optic, storage, and security buildings or structures; electrical substations (if permitted); fiber optic lines; utility lines; domestic and non-contact cooling water and wastewater treatment facilities; water holding facilities and water towers;

pump stations; heating, ventilation, air conditioning, cooling towers, fire suppression, and related equipment; security features.

DATA CENTER EQUIPMENT (“DCE”) - Equipment related to the Data Center or Data Center Accessory Use. Examples of DCE include, but are not limited to, utility facilities, utility lines, fiber optic lines, redundant/back-up power supplies, Back-Up Generators, renewable energy power generation sources, redundant data communications connections, domestic and non-contact cooling water and wastewater treatment facilities, water cooling or holding facilities (including, but not limited to, closed-loop water cooling systems), pump stations, water towers, external environmental controls (emission controls, noise pollution controls, environmental impact monitoring), internal environmental controls (heating, ventilation, air conditioning, cooling towers, fire suppression, and related equipment), security features, fencing and building(s), offices and office building(s), cogeneration equipment and related piping and appurtenant equipment and structures, electrical substations (if permitted), pump stations, water towers, mechanical equipment, sound control systems, and all other facilities, equipment, parts, systems, conduit, piping, structures, buildings appurtenances and materials needed for any one or more of the functions, uses or purposes stated in the definitions of “DATA CENTER” and/or “DATA CENTER ACCESSORY USES”.

POWER STORAGE SYSTEM - A power storage system and the infrastructure systems and processes used to efficiently store, distribute and manage the power generated within the Data Center property. Power Storage System may also include a BESS (Battery Energy Storage System), which provides support to the local, regional or overall power grid by storing energy during off-peak hours and releasing it back into the grid as demand warrants.

SENSITIVE RECEPTOR – Buildings or structures used for residences (including institutional uses with a residential component), schools, daycare facilities, preschools, hospitals, community centers, and similar institutional uses.

SECTION III. - Amendment to Code

The Code of the Township of Lower Salford, Chapter 164 (Zoning) is hereby amended to add the following new Article XXIV entitled “Data Center Overlay District”:

Article XXIV
Data Center Overlay District

Section 164-70. Intent.

A. Data Centers require significant energy, water, and land resources, which may impact public infrastructure, natural resources, and the Township's rural character. Data Centers commonly use large-scale backup power supplies and require large-scale cooling systems that, if not properly installed and maintained, can create noise, air quality and other environmental concerns. The Township has a responsibility to protect the public health, safety, and welfare of its residents by establishing environmental, performance and other standards, including, but not limited to, limits on noise, water use, energy demand, and monitoring, reporting, and enforcement mechanisms to ensure compliance with Township ordinances and state and federal law.

B. The Township recognizes that the protection of residents' quality of life, including peace, quiet, clean air, and safe water, is a compelling governmental interest that justifies the adoption of regulations for Data Center uses.

C. In expansion of the purpose found in Article I, Section 164-1 of this Chapter and the statement of community development objectives found in Article II of this Chapter, the Township, through the adoption of the regulations in this Article, intends to: (1) establish standards for Data Center uses as defined; (2) minimize the potential negative impacts on neighboring properties from such uses; (3) provide uniform criteria for the development of such uses; and (4) plan for and aid in the regulation and enforcement of such uses.

Section 164-171. Applicability

A. An applicant who submits plans for development of land with intended use as a Data Center within the Data Center Overlay (DCO) District shall submit plans under these DCO provisions and under the provisions of the underlying zoning district.

B. Where the provision of this Article and another Zoning Ordinance or Subdivision and Land Development Ordinance provision apply to the exact same matter or are in direct conflict, this Article shall apply and take precedence.

Section 164-172. Conditional Use

A. Data Centers in compliance with the procedures, standards, and criteria contained in this Article shall be permitted by conditional use within the DCO District as delineated by the Zoning Map.

Section 164-173. Conditional Use Application

A. An application for conditional use shall be filed with the Township on such forms as may be prescribed for said purpose, with the required number of copies of the application and required supporting plans, studies, reports, and documents, and the applicant shall pay all fees for such application as prescribed by the Board of Supervisors

B. The following documentation shall be submitted with the application for conditional use for the application to be deemed complete and accepted by the Township for processing in accordance with this Chapter and the MPC:

i. A three-dimensional (“3D”) model or rendering of the proposed Data Center that depicts, in photorealistic form, the height, style and scale of the Data Center, as built, and viewed from at least the following:

- (1) above the Data Center;
- (2) the Data Center property boundary (from at least four discernable viewpoints);
- (3) each intersection within 600 feet of the property on which the Data Center is proposed to be built; and
- (4) such other viewpoints as chosen by the applicant.

ii. A concept plan for the Data Center prepared by a professional engineer licensed in the Commonwealth of Pennsylvania which shall include at least the following:

(1) the location of all proposed uses, accessory uses, preserved land, Data Center(s), Data Center Accessory Uses, DCE, wastewater treatment system(s), waste disposal systems, proposed public and private roadways, infrastructure of any kind, and the location of any building or structure; and

(2) dimensions between proposed Data Center and adjacent properties and Sensitive Receptors, proposed setbacks, location of truck idling, proposed buffers, screening, and landscaping required by this Chapter and the Lower Salford Township Subdivision and Land Development Ordinance (including buffering of all ground mounted DCE), proposed sidewalks, and proposed emergency access locations;

(3) a second means of ingress and egress for emergency access to the property;

(4) identification and size of all parcels intended to be developed as part of a Data Center;

(5) a boundary and topographic survey plan sheet signed and sealed by a Pennsylvania-licensed surveyor; and,

(6) an existing features plan sheet, including but not limited to, woodlands, trees having diameter at breast height of 6 inches or more, floodplains, steep slopes, riparian buffers, soils, wetland and waterway delineation, buildings and manmade structures.

iii. An Economic Impact Analysis (“EIA”) prepared by a qualified professional which shall include at least the following:

(1) a good faith estimate of the costs that may be incurred for municipal services (by the Township or otherwise), including, but not limited to, public infrastructure, public works, stormwater management, emergency preparedness, administrative costs, police and fire protection;

(2) a good faith estimate of the revenues anticipated to be generated by the Data Center, including revenues generated from realty transfer taxes, real estate taxes, earned income taxes, fees, utility revenues, and other Township revenue sources;

(3) Long-term operational and maintenance impacts to the Township; and

(4) A comparison of projected public costs to anticipated public revenues over a reasonable planning period.

iv. A Traffic Impact Study ("TIS"), prepared by a traffic engineer licensed in the Commonwealth of Pennsylvania, in accordance with the requirements of Section 142-148.

v. A Utility Feasibility Study ("UFS") prepared by a qualified consultant which shall include at least the following:

(1) anticipated power usage of the proposed Data Center, including the amount of power expected to be used by the Data Center, on average and at times of peak usage at maximum capacity upon completion of each Data Center building or other building housing a Data Center Accessory Use and/or DCE and at maximum capacity after full build-out of the Data Center;

(2) the amount of power expected to be generated on-site by any Renewable Energy Generation Source, Power Energy System, or Back-up Generator;

(3) estimated impacts on electric rates or power availability for other uses directly attributable to the Data Center project;

(4) water feasibility analysis, including, at a minimum, (a) calculations of the projected water needs, including reasonable fluctuations; (b) a geologic map of the proposed project area within a radius of at least one mile from the property boundary; (c) the location of all existing and proposed wells within 1,000 feet of the property boundary and all known point sources of pollution; (d) the location of all surface waters within 1,000 feet of the property boundary with a notation of the capacity of all high-yield wells; (e) a determination that the long-term safe yield of the water source; (f) a drought response plan to demonstrate compliance with state, water supplier, and local drought declaration requirements; (g) a determination of the proposed water supply system poses no adverse impacts on the quantity and quality of water in near-by wells, streams, and the groundwater table; (h) identification of how water will be recycled, treated, or released into surrounding water bodies; (i) a statement of the qualifications and the signatures of the person preparing the analysis;

(5) wastewater disposal analysis, including, at a minimum, (a) sanitary sewer collection and treatment capacity; (b) an analysis of the wastewater disposal needs of either a public sewer system or private system, indicating the quantity of wastewater generation expected. If the Data Center is to rely upon a private system of wastewater disposal, a wastewater feasibility study shall be required to determine if there is an adequate capacity to dispose of wastewater and that the disposal technique does not pose adverse impacts on surrounding water bodies, which study shall include, at a minimum, (a) calculations of the projected wastewater generation, including sources of wastewater; (b) a geologic map of the proposed project area within a radius of at least one mile from the property boundary; (c) the location of all existing and proposed wells within 1,000 feet of the property boundary and all known point sources of pollution; (d) the location of all surface waters within 1,000 feet of the property boundary with a notation of the capacity of all high-yield wells; (e) identification of how water will be recycled, treated, or released into surrounding water bodies; (f) a determination that the proposed wastewater disposal system has no adverse impact on the quantity and quality of water in nearby wells, surface waters, and the groundwater table; (f) a statement of the qualifications and the signatures of the person preparing the analysis;

(6) storm sewer and drainage infrastructure;

(7) gas, telecommunications, and broadband service availability;

(8) proposed utility extensions or upgrades;

(9) existing utility systems limitations and required improvements; and

(10) written verification from applicable utility providers confirming the ability to serve the proposed Data Center project.

vi. An Environmental Impact Analysis ("EIA") prepared by an engineer licensed to do business in the Commonwealth of Pennsylvania which shall include at least the following:

(1) assessment of potential impacts of construction, operation, maintenance, and/or repair or trouble-shooting of the Data Center (including, but not limited to, during periods of emergency power, fire, and fire suppression and control) on wetlands, floodplains, streams, riparian buffers, steep slopes, woodlands, wildlife habitat, threatened or endangered species, other environmentally sensitive areas, soil conditions, geologic features, air quality, noise, ultrasound (20KHz or greater), infrasound (20KHz or less), vibration, light impacts, stormwater runoff, and erosion potential; and

(2) proposed measures to prevent or, as the case may be, mitigate and/or monitor, negative environmental impacts identified by the EIA.

vii. A Prospective Sound and Vibration Study ("PSVS") conducted and prepared by by an acoustical engineer, licensed to do business in the Commonwealth of Pennsylvania, which shall include at least the following:

(1) assessment of the existing daytime ambient sound and nighttime ambient sound;

(2) identification and estimation of noise, vibrations and other audible phenomena that may be created or exacerbated by operation of the Data Center (including, but not limited to, during periods of emergency power, testing and maintenance, fire, and fire suppression and control) and include an octave band analysis;

(3) demonstration of anticipated compliance with the applicable sound and vibration limits set forth in Section 164-174.D; and

(4) where applicable, the PSVS shall be conducted using sound level meters described in American National Standards Institution (ANSI) S1.4-2014 (as may be updated from time to time), vibration level measures described in ANSI S3.18-2002/ISO 2631-1-1997 (as may be updated from time to time), and using criteria that are generally accepted by the professional acoustical engineering profession such as the ASA or INCE-USA.

viii. A Thermal Impact Mitigation Plan prepared and certified by a professional engineer, which shall include at least the following:

(1) identification of primary sources of waste heat (air- and water-based);

(2) evaluation of potential off-site thermal impacts (including plume/heat discharge and localized heat islands) under representative seasonal conditions;

(3) description of design measures to minimize heat impacts (e.g., equipment siting, shielding, landscaping, cool roofs/paving where applicable);

(4) evaluation of feasible opportunities for waste heat reuse. Where reuse is not feasible, the reason(s) reuse is not feasible should be given, in which case alternative mitigation shall be identified (e.g., vegetative or green roof and/or site design modifications); and

(5) inclusion of a monitoring/verification approach if required by conditions of approval based on proximity to Sensitive Receptors or site constraints.

ix. An Emergency Response Plan prepared by a qualified professional, which shall:

(1) evaluate the impacts, both positive and negative, of the proposed Data Center upon emergency services and fire protection;

(2) be reviewed by and acceptable to the local fire department and emergency management services as part of the conditional use process;

(3) include detailed procedures for fire suppression, containment, ventilation, and evacuation;

(4) ensure that all first responders receive adequate training specific to the installed system at the expense of the applicant; and

(5) include provisions for annual fire safety inspections demonstrating compliance with fire safety standards to be performed by a qualified professional on behalf of the Data Center.

x. An Electronic Waste Plan outlining procedures for safe removal and recycling and/or disposal of server infrastructure, hazardous materials, batteries, electronic waste, and related products that meet all state and federal requirements, which will apply in cases when the equipment within the Data Center is updated or decommissioned.

xi. A Decommissioning Plan prepared by a qualified professional outlining the procedures for the safe shutdown, removal of equipment, disposal or recycling of materials, and property restoration in accordance with the requirements of Section 164-174.D.

C. The Township or its designated consultants may determine whether submitted studies, reports, and plans are complete and sufficient for review purposes. The Township may require revisions, supplemental information, or peer review and analysis where necessary to adequately evaluate the impacts of the proposed development.

Section 164-174. Density, Dimensional, and Additional Standards

A. Site location requirements.

i. Data Centers shall be located within the DCO as shown on the Zoning Map.

ii. Data Centers shall provide their main access from a principle arterial road as depicted on the Lower Salford Township Official Road Classification Map.

B. Area and bulk regulations.

i. Minimum lot size: The lot area for a Data Center shall be a minimum of five (5) acres.

ii. Maximum height: Data Centers and any accessory structures may not exceed 50 feet in height, inclusive of any superstructure or appurtenance mounted on or above the roof, including, but not limited to, bulkheads, water towers, roof-mounted DCE, elevator towers, parapet walls, and any other roof mounted equipment or structures. The height of a principal Data Center building may be increased up to 65 feet, inclusive of any superstructure or appurtenance mounted on or above the roof, including, but not limited to, bulkheads, water towers, roof-mounted DCE, elevator towers, parapet walls, and any other roof mounted equipment or structures, at the discretion of the Board of Supervisors as determined through the conditional use process. Roof-mounted equipment and appurtenances shall be set back from the parapet at least as far as the equipment's height above the roof surface and screened in accordance with this Article.

iii. Minimum Setbacks:

(1) Data Centers and truck idling areas shall have a minimum setback from all property lines of 250 feet, with the exceptions of utility lines, fiber optic lines, and security stations.

(2) Data Centers shall be a minimum of 1,000 feet from residential uses, residential districts, and/or Sensitive Receptors. This distance may be reduced to a range of 500 – 999 feet if the applicant can successfully demonstrate how it will exceed other environmental performance standards, including, but not limited to, noise levels that do not exceed ambient noise in the vicinity of the property, visual screening and/or aesthetic improvements that mask the Data Center use and do not contribute to any thermal air changes that would affect the closest Sensitive Receptors.

iv. Maximum building coverage: 40%.

v. Maximum impervious coverage: 60%

vi. Buffer yards and landscaping.

(1) A buffer yard shall be provided where a Data Center and/or accessory facilities abut a residential or agricultural zoning district or use and shall consist of an earthen berm installed in the following manner:

(a) The leading toe of slope shall be no more than 10 feet from the property line.

(b) The height shall be a minimum of 6 feet and shall have a 2:1 slope measured from the top leading edge of the berm to the toe of slope.

(c) The berm shall be landscaped with a screen planting located on the top of the berm. Such planting shall be designed by a landscape architect, registered as such with the Commonwealth of Pennsylvania, in accordance with the screen planting requirements in the Township's Subdivision and Land Development Ordinance.

(d) Screen plantings shall be 12 feet in height at the time of planting.

(e) Screen plantings shall be permanently maintained so as to provide the minimum required screening at all times.

(f) These requirements may be subject to modification by the Board of Supervisors if an applicant can show, as part of a conditional use process, that existing vegetation on the property can adequately provide the required screening in accordance with the requirements contained herein.

(2) The Data Center property shall also comply with all applicable landscaping requirements in the Lower Salford Township Subdivision and Land Development Ordinance, except to the extent modified above.

vii. Screening and soundproofing requirements.

(1) All Data Center mechanical equipment shall be fully enclosed, except where not mechanically feasible based upon manufacturer's specifications. If it is not mechanically feasible to fully enclose the equipment, full visual screening of Data Center mechanical equipment visible from view at the ground level from all existing and planned public roads and adjoining parcels shall be provided using enhanced landscaping, lattice, cladding, or a combination of these methods, to the Township's satisfaction.

(2) All buildings and any external equipment that may at any time generate noise or vibrations shall be designed with noise/vibration attenuating materials. In addition, external equipment that may at any time generate noise or vibrations shall be designed with enclosures, equipment, screening or buffering to mitigate transmittal of noise and vibrations beyond the property lines of the Data Center property so as to, at a minimum, comply with the maximum noise limits set forth in Section 164-174.D.

viii. Façade and aesthetic standards.

(1) Principal building façades require a horizontal offset of at least ten feet at intervals of no more than 150 linear feet (measured horizontally) of principal building façade.

(2) No more than 80 percent of a principal building façade may consist of one building material.

(3) No more than 80 percent of a principal building façade may consist of one color, texture, or pattern.

(4) Principal building façades require fenestration, step-back(s), cantilever(s), projection(s), or architectural elements extending horizontally across at least 60 percent of the façade.

(5) Each principal building shall include an articulated main entrance. This entrance shall be differentiated from the rest of the building with a change in building material, pattern, texture, color, or architectural accent. It shall also either project or be recessed from the adjoining building plane.

(6) Elevations/renderings of all principal building façades visible from off-site shall be submitted with the conditional use application.

(7) Any fencing proposed for a Data Center use shall not include barbed or razor wire and shall be subject to the Township's requirements for fences in this Chapter.

ix. Truck idling. Truck idling shall not be permitted for more than 5 minutes and may only occur in spots signed and designated for truck idling.

C. Utilities.

i. A Data Center shall be served by public utilities only.

ii. Data Center projects shall be designed and constructed to meet the current United States Green Building Council (USGBC) LEED BD+C: Data Centers rating system, or equivalent design standards, as approved by the Township Engineer.

iii. Public water.

(1) A Data Center shall be served by a public water system. The applicant shall demonstrate, to the satisfaction of the Township Engineer: (i) the anticipated water usage by the Data Center, and (ii) that sufficient capacity currently exists (or will exist) to serve the needs of the Data Center. The Data Center shall not be designed or operated (including cooling systems) to draw on private wells or direct withdrawals from surface watercourses.

(2) The Data Center shall be designed to include a closed-loop water circulation system(s) to cool Data Center processing equipment or parts or, in the alternative, such other technology and systems to minimize DCE sound emissions from Data Center cooling equipment and the Data Center's use of water, acceptable to the Township Engineer. A drought response plan satisfactory to the Township shall be provided which, at a minimum, demonstrates compliance with state, water supplier, and local drought declaration requirements.

iv. Public sewer.

(1) A Data Center must be served by a public wastewater and sewage treatment system. The applicant shall demonstrate, to the satisfaction of the Township Engineer: (i) the anticipated sanitary sewer flows that likely will be generated by the Data Center, and (ii) that sufficient capacity currently exists (or will exist) in the wastewater and sewage treatment system's sewer conveyance and treatment plant(s) to convey and treat the Data Center's wastewater.

v. Power supply.

(1) All Data Center uses shall connect to the electric grid and no conditional use approval will be granted for a Data Center proposing the use of onsite private power generation in whole or in part, except for Backup Generator use in accordance with this Article.

(2) The applicant shall demonstrate, to the satisfaction of the Township Engineer: (i) the anticipated energy demands that likely will be generated by the Data Center, and (ii) that the electric service provider has sufficient capacity available to accommodate the proposed Data Center. The applicant shall demonstrate that power consumption by the Data Center will be approved by the applicable utility. Applicant shall

provide an interconnection agreement from the applicable electric service provider indicating that the necessary capacity is available, and the Data Center will be served. Special assessments (if any) and known impacts on electric rates (if any) to users other than the Data Center and directly attributable to the Data Center project shall be set forth in the agreement, and any costs to residential customers within the Township will be paid by the applicant, owner or, as the case may be, the owner/operator.

(3) A proposed Data Center whose Energy Usage Plan shows power demand of over 50 megawatts (MW) shall be required to procure a minimum of 10% of its power from renewable generation sources generated within the PJM region, which include solar, wind, hydroelectric power, geothermal, and waste heat from data center cooling processes. Electricity supply shall be procured through a power purchase agreement or similar mechanism as opposed to purchasing renewable energy credits (RECs) only.

vi. Backup Generator Use and Testing.

(1) Backup Generator use shall be limited to backup/emergency use only.

(2) Backup Generators and other back-up power systems shall not be tested between 7:00 PM and 7:00 AM.

(3) In the event of a power outage that requires use of Backup Generators that generate noise exceeding the sound limits set forth in Section 164-174.D, the owner or, as the case may, the owner/operator shall attempt to re-establish compliance with the requirements set forth in Section 164-174.D within one (1) hour of the restoration of power to the Data Center and, in any event, shall re-establish compliance therewith within three (3) hours of the restoration of power to the Data Center.

vii. In the event a proposed Data Center requires any upgrade or expansion to either a public water supply system, public sewer conveyance and treatment system, and/or electric grid, the applicant shall provide, at its own cost and expense, the necessary design, permitting, construction and installation of improvements, which shall conform to all specifications, procedures, and timelines required for the utility provider, including, but not limited to, applicable provisions of the Lower Salford Township Code. All required upgrades shall be secured by financial security required by said utility prior to the start of any Data Center construction.

viii. No approvals shall be granted until all state and regional permits have been obtained with regard to utility service to a proposed Data Center.

D. Noise and Vibration.

i. Sound and vibration levels.

(1) Sound levels at the property line shall not exceed 40 dB(A) and 50 dB(C) from 7:00 PM to 7:00 AM, nor shall they exceed 45 dB(A) and 60 dB(C) from 7:00 AM to 7:00PM.

(2) Where baseline ambient noise measured for the preconstruction noise study exceeds that of the maximum sound level above, sound levels at the property line shall not exceed the baseline ambient noise level (for dB(A) and dB(C)).

(3) No vibration generated by the Data Center that is discernible to the human sense of feeling shall be perceptible without instruments at any point beyond the property lines of the Data Center property.

ii. An Interim Sound and Vibration Study ("ISVS") shall be conducted during the building permit process based upon the proposed user or users of the Data Center and associated Data Center Accessory Uses and DCE depicted on the building plans. The sound and vibration attenuation and/or absorption panels, materials or systems recommended by the interim sound study shall be incorporated into the construction plans for the Data Center.

iii. An As-Built Sound and Vibration Study ("ABSVS") shall be conducted 6 months after issuance of the certificate of occupancy for each Data Center building and any other building or structure housing a Data Center Accessory Use and/or DCE and prior to the final escrow release for any Data Center land development phase.

iv. If the ABSVS shows that decibel or vibration levels exceed those stated above, then the owner or, as the case may be, the owner/operator, shall promptly add, and/or improve the sound and vibration attenuation and/or absorption panels, materials or systems and take such other actions as are necessary to comply with all the required decibel and vibration levels stated above; and, thereafter, additional ABSVSs shall be conducted to confirm compliance with all the required decibel and vibration levels stated above.

v. In the event the ABSVS indicates noncompliance with the sound and/or vibration limits set forth herein, and, after reasonable opportunity to address the excessive sound(s) and/or vibration, the Data Center has not been brought into compliance with such sound and/or vibration limits, the Township may, at its option, take enforcement action against the owner or, as the case may be, the owner/operator of the Data Center to enforce compliance up to and including injunctive relief and/or revocation of any certificate of occupancy issued for the Data Center.

vi. From time to time, at the exclusive cost of the owner or, as the case may be, the owner/operator of a Data Center, upon request by the Township (up to one (1) time every six (6) months), the owner or, as the case may be, the owner/operator shall conduct a noise and vibration monitoring study ("NVMS") (and submit the results to the Township at the conclusion thereof).

vii. An NVMS shall continuously monitor noise and vibrations at the Data Center property boundaries for period of at least two (2) weeks to determine if the Data Center complies with the sound and vibration limits set forth herein. The results of an NVMS shall be provided to the Township within fourteen (14) days after completion thereof.

viii. In the event any NVMS indicates noncompliance with the sound and/or vibration limits set forth herein, and, after reasonable opportunity to address the excessive sound(s) and/or vibration, the Data Center has not been brought into compliance with such sound

and/or vibration limits, the Township may, at its option, take enforcement action against the owner or, as the case may be, the owner/operator of the Data Center to enforce compliance up to and including injunctive relief to stop said excessive sound(s) and/or vibration and/or revocation of any certificate of occupancy issued for the Data Center.

ix. Where applicable, the aforesaid sound studies shall be conducted using sound level meters described in ANSI S1.4-2014 (as may be updated from time to time) and vibration detection methods described in ANSI S3.18-2002/ISO 2631-1-1997 (as may be updated from time to time). All such studies shall also employ criteria that are generally accepted by the professional acoustical engineering profession, such as the ASA or INCE-USA, measure decibel levels using a sound level meter that is capable of measuring A-weighted and C-weighted decibels in accordance with applicable ANSI standards; and measure the vibration levels in accordance with applicable ANSI standards.

E. Parking. The minimum parking required for a Data Center is not expressly provided for in Article XVI. Therefore, the following minimum parking requirements shall be satisfied:

i. The applicant shall have the burden of presenting evidence of the parking needs for the proposed Data Center use; provided, however, the minimum number of parking spaces provided shall be at least equal to the expected maximum number of employees and contractors on-site at any one time, plus 10% for visitors (or not less than 10 parking spaces for visitors, whichever is greater), plus parking spaces sufficient to accommodate regular deliveries by courier and small box truck.

ii. Large truck parking and unloading areas must also be provided to the satisfaction of the Township Traffic Engineer.

iii. The Township may ask for an additional 25 percent of required parking spaces to be held in reserve.

iv. All other requirements of Article XVI not inconsistent herewith shall apply.

F. Lighting. Outdoor lighting shall comply with the requirements contained in Section 164-25.2.

G. Decommissioning.

i. At the time of issuance of a building permit for the construction of a building on a Data Center, the owner or, as the case may be, the owner/operator of the Data Center shall enter into a written decommissioning agreement with the Township which shall obligate the owner or, as the case may be, the owner/operator of the Data Center to:

(1) notify the Township within 3 months of the discontinuation or cessation of the use of a Data Center and complete the removal of all servers, electronic data storage devices, and batteries (including universal power supplies and battery backup systems) from the Data Center and complete the minimum standards for decommissioning set forth below

within 18 months (as may be extended for good cause shown) from the date of discontinuation or cessation of use of the Data Center;

(2) provide a certification, in writing, to the Township certifying removal all servers, electronic data storage devices, and batteries (including universal power supplies and battery backup systems) from the Data Center and completion of the minimum standards for decommissioning set forth below within 10 days of said removal and restoration activities, and, arrange for the Township to enter the subject property, Data Center and its buildings to confirm such removal and restoration; and

(3) post financial security in an amount equal to one hundred and ten percent (110%) of the total estimated costs required to complete the decommissioning required by this Article as reasonably determined by the Township Engineer, which financial security shall be in a form acceptable to the Township Solicitor. The amount of financial security shall be subject to annual increases in accordance with the requirements that are specifically set forth for increases in financial security for subdivision and land development projects in Article V of the MPC, as may be amended from time to time.

ii. If a Data Center owner or, as the case may be, owner/operator fails to remove all servers, electronic data storage devices, and batteries (including universal power supplies and battery backup systems) from the Data Center in accordance with the requirements set forth herein and in the required decommissioning agreement, the Township shall have option (but not the obligation) to enter the Data Center and complete the removal of the all servers, electronic data storage devices, and batteries (including universal power supplies and battery backup systems) from the Data Center and complete the minimum standards for decommissioning set forth below at the owner's or, as the case may be, the owner/operator's expense. The Township shall have the right obtain all or any portion of the funds held in the approved financial security posted to complete the decommissioning work. In the event that such financial security is insufficient to reimburse the Township for such work, the Township shall have the right to pursue the owner or, as the case may be, the owner/operator for all such costs and expenses to complete the work, in addition to the right to lien the Data Center property for the costs thereof and pursue any other action and remedy available to the Township at law or in equity.

iii. The following minimum standards for decommissioning shall apply:

(1) All above-ground structures, equipment, and accessory facilities shall be removed;

(2) Hazardous materials, including batteries, fuel, or refrigerants, shall be disposed of in compliance with state and federal law;

(3) Disturbed soils shall be stabilized and re-vegetated;

(4) Any utility connections shall be safely disconnected and capped; and

(5) The Data Center property shall be restored to a condition compatible with surrounding land uses or consistent with the most restrictive adjacent zoning district.

H. Other Environmental Performance Standards. A Data Center use shall comply with the Environmental Performance Standards contained in Section 164-75, except to the extent specifically modified by the requirements contained in this Article. Any ambiguity shall be resolved in favor of the application of the stricter standard.

I. Expansion Limitations and Modified Conditional Use Approval.

i. Conditional use approval for a Data Center shall be limited to the operational characteristics, infrastructure capacities, and development intensities specifically approved by the Township.

ii. Any of the following shall require a new conditional use application and approval.

(1) An increase in approved electrical demand capacity;

(2) An increase in water usage beyond approved thresholds;

(3) A material increase in the number or size of any Data Center Accessory Use;

(4) Expansion of the approved building footprint or acreage of the Data Center property or the addition of other properties to the Data Center use; or

(5) Any other expansion determined by the Township to materially increase impacts upon public infrastructure, utilities, neighboring properties and uses, or the community in general.

J. Public Engagement.

i. The applicant shall hold a public meeting prior to the first planning commission meeting when the proposed land development or conditional use proposal is discussed. The purpose of the meeting shall be to inform the public about the nature of the proposed development, including the location, scale, and general characteristics. A representative(s) of the applicant with knowledge of the project and the ability to answer general questions from the public about the project's general location, scale, and parameters shall participate in the meeting. The public meeting shall be advertised consistent with "public notice" as defined by the Pennsylvania Municipalities Planning Code.

ii. The applicant shall create and maintain a project website for viewing by the general public. The website shall explain the project parameters, including maps and elevations/renderings, beginning at least two weeks prior to the meeting discussed above, and until the time of final land development approval. The website shall provide a description of

the proposed use, construction timelines and phasing plans, dates of public meetings with municipal bodies, and status of permits.

SECTION IV. – Amendment to the Code

The Code of the Township of Lower Salford, Chapter 164 (Zoning), Article V (General Provisions), Section 165-25 (Consideration of conditional use applications) is hereby amended to add the following new paragraph D.:

D. General standards for review of conditional use applications.

In the consideration of a conditional use application, the Board of Supervisors shall:

A. Consider the suitability of the property for the use desired. Assure itself that the proposal is consistent with the spirit, purpose, and intent of the Zoning Ordinance, Subdivision and Land Development Ordinance, and the Indian Valley Regional Comprehensive Plan, and other relevant plans adopted by the Board of Supervisors, all as may be amended from time to time.

B. Determine that the proposal will not substantially injure or detract from the use of neighboring property or from the character of the neighborhood and that the use of the adjacent property is adequately safeguarded.

C. Determine that the proposal will serve the best interests of the Township, the convenience of the community (where applicable), and benefit the public welfare.

D. Consider the effect of the proposal upon the public services and facilities such as public water, sewers, police and fire protection, and public schools.

E. Consider the probable effects upon highway traffic and pedestrian movements, and assure adequate access and circulation arrangements in order to protect major roads from undue congestion and hazard.

F. Be guided in its study, review and recommendation by sound standards of subdivision and land development practice, where applicable.

G. Impose such conditions and safeguards in addition to those required as are necessary to assure that the intent of this Chapter are complied with, which conditions may include (but are not limited to) harmonious design of buildings; planting and its maintenance as a sight and sound screen; the minimizing of noxious, offensive or hazardous

elements; adequate standards of parking, loading and sanitation; and those determined to be necessary under subsection C above.

SECTION V. – Severability

The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION VI. - Failure to Enforce not a Waiver

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION VII. - Effective Date

This Ordinance shall take effect and be in force from and after its approval as required by the law.

SECTION VIII. - Repealer

All other ordinances and resolutions or parts thereof insofar as they are inconsistent with this Ordinance are hereby repealed.

ORDAINED AND ENACTED by the Board of Supervisors of Lower Salford Township, Montgomery County, Pennsylvania, this _____ day of _____, 2026.

LOWER SALFORD TOWNSHIP

By: _____
Keith A. Bergman, Chairman,
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Township Manager/Secretary

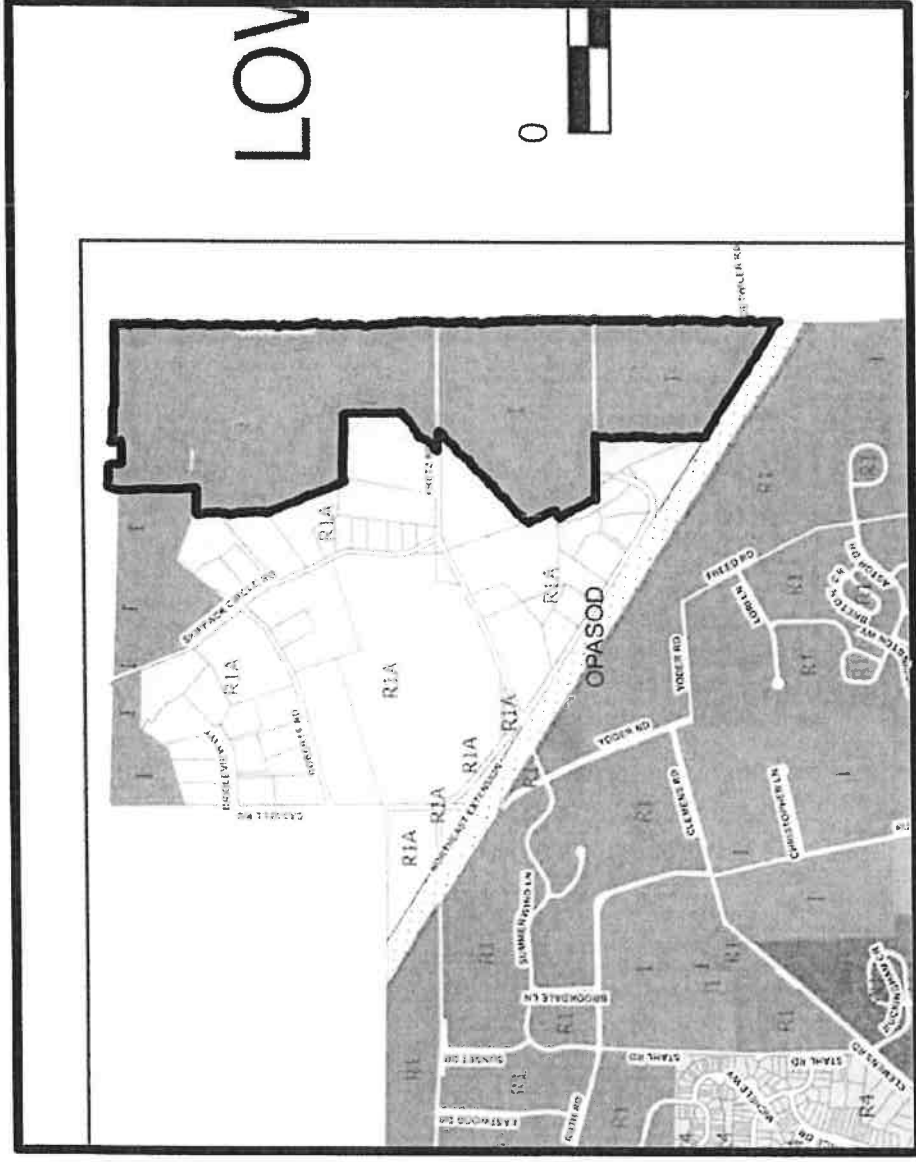
EXHIBIT “A”

Data Center Overlay District Map

Proposed Data Center Overlay District

Consisting of the following parcels:

Parcel ID	Site Address	Owner	Mailing Address
1 50-00-04560-00-7	261 WAMBOLD RD	LOWER SALFORD LAND HOLDINGS LLC	c/o LAMAR ADVERTISING 600 E NEVERSINK RD READING PA 19606
2 50-00-04561-00-6	255 WAMBOLD RD	UPPER GWYNEDD TOWNSHIP MUNICIPAL AUTH	2235 KRIEBEL RD LANSDALE PA 19446 5019
3 50-00-04558-00-9	257 WAMBOLD RD	BAUM MIRIAM C & JEANETTE R & FAYE G	PO BOX 51155 MAINLAND PA 19451
4 50-00-00290-00-2	160 CASSELL RD	OPUS 418 LP	160 CASSELL RD HARLEYSVILLE PA 19438
5 50-00-04555-00-3	WAMBOLD RD	CAMPISI PARTNERSHIP LLC	2106 BUSTARD RD LANSDALE PA 19446
6 50-00-04552-00-6	185 WAMBOLD RD	MCGALLIARD KATHLEEN G	580 OLD SKIPPACK RD PO BOX 163 LEDERACH PA 19450
7 50-00-04551-00-7	WAMBOLD RD	PECORA CORP	165 WAMBOLD RD HARLEYSVILLE PA 19438
8 50-00-00701-00-5	20 FREITZ RD	PECORA CORP	165 WAMBOLD RD HARLEYSVILLE PA 19438
9 50-00-00706-00-9	30 FREITZ RD	CVF VI DEV. PA 18914	60 CABOT PROPERTIES SUITE 2800 BOSTON MA 02108
10 50-00-00694-01-2	25 FREITZ RD	ALMAC REALTY LLC	25 FREITZ RD SOUDERTON PA 18964
11 50-00-04035-50-5	SCHOOLHOUSE ESTATE LP	AREAL ESTATE LP	PO BOX 304 CHALFONT PA 18914
12 50-00-04024-02-1	65 WAMBOLD RD	TNC REALTY LP	c/o TODD MOYER 112 QUINCE DR TELFORD PA 18969
13 50-00-04031-00-3	60 SCHOOLHOUSE RD	PWM HOLDINGS LP	c/o CHARLES J PERNA 849 APRIL HILL WAY HARLEYSVILLE PA 19438
14 50-00-04030-00-6	50 SCHOOLHOUSE RD	HAWKASH ENTERPRISES	307 KIMBERWICK CIR TELFORD PA 18969
15 50-00-04027-00-9	40 SCHOOLHOUSE RD	GUNTZ DAVID F & BETH A	40 SCHOOLHOUSE RD SOUDERTON PA 18964
16 50-00-04024-00-3	10 SCHOOLHOUSE RD	SBE REALTY LP	10 SCHOOLHOUSE RD STE 1 SOUDERTON PA 18964



**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2026-20

Acceptance of Stover Road Right-of-Way

WHEREAS, EILEEN H. KNECHEL (also known as EILEEN KNECHEL) and JERYL M. KNECHEL (“Grantors”) are the owners of two (2) contiguous tracts of land situate in Lower Salford Township, Montgomery County, Pennsylvania, more particularly identified as Montgomery County Tax Parcel Nos. 50-00-04330-00-3 and 50-00-04336-00-6 (collectively, the “Property”) which lands have frontage on Stover Road; and

WHEREAS, Lower Salford Township proposes a series of improvements to Stover Road in connection with the replacement of the existing bridge over the Skippack Creek, which include the realignment of a portion of Stover Road and the installation of improvements along portions of the Property’s frontage on Stover Road which are outside of the existing right-of-way; and

WHEREAS, the Grantors, for and in consideration of One Dollar (\$1.00), desire to dedicate to Lower Salford Township (“Grantee”) for public use and enjoyment certain right-of-way along the Property’s frontage on Stover Road in furtherance of the completion of the above-referenced improvements; and

WHEREAS, the Grantee, by accepting the Deed of Dedication and recording said Deed and this Resolution, accepts the parcels of ground, more particularly described in Exhibits “A” and “B,” attached hereto and made a part hereof, as and for a public street, road, highway, trail, sidewalk, or utilities.

NOW, THEREFORE, BE IT RESOLVED, that the Lower Salford Township Board of Supervisors accepts the Deed of Dedication for the parcels of ground, more particularly described in Exhibits “A” and “B,” to have and to hold, forever, as for public streets, roads, highways, trails, sidewalks, or utilities, and with the same effect as if the same had been opened by a Decree of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

APPROVED this 5th day of August, 2026, by the Board of Supervisors of Lower Salford Township for acceptance and recording.

LOWER SALFORD TOWNSHIP

By: _____
Keith A. Bergman, Chairman
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Secretary

Legal Description (2,182 square foot portion)

EXHIBIT "A"

Bowman

October 23, 2025

**DESCRIPTION OF REQUIRED RIGHT-OF-WAY #1 FROM THE LANDS OF
JERYL M. KNECHEL AND EILEEN H. KNECHEL
(PARID: 50-00-04336-00-6)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 31st day of December 1998 in Instrument Number 1999092440 and recorded at Norristown in the office of the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF REQUIRED RIGHT-OF-WAY #1 FROM THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04336-00-6)" dated October 23, 2025, as follows to wit:

Beginning at a point along the southwesterly Right-of-Way line of Stover Road (33 feet wide), said point being a common corner between the lands of Lower Salford Township (Parid: 50-00-04337-00-5) and the lands of Jeryl M. Knechel and Eileen H. Knechel (Parid: 50-00-04336-00-6), extending thence the following six courses;

- 1) Along a common line of lands of Jeryl M. Knechel and Eileen H. Knechel and the lands of Lower Salford Township, South 41 degrees 02 minutes 43 seconds West, a distance of 12.84 feet to a point.
- 2) Thence through the lands of Jeryl M. Knechel and Eileen H. Knechel, North 30 degrees 52 minutes 01 seconds West, a distance of 55.96 feet to a point.
- 3) Thence, South 59 degrees 07 minutes 59 seconds West, a distance of 13.00 feet to a point.
- 4) Thence, North 29 degrees 28 minutes 26 seconds West, a distance of 68.71 feet to a point.
- 5) Thence, North 64 degrees 07 minutes 04 seconds East, a distance of 21.4 feet to a point.
- 6) Thence along the southwesterly Right-of-Way line of Stover Road, South 31 degrees 54 minutes 14 seconds East, a distance of 118.82 feet to the point and place of beginning.

Containing 2,182 square feet, or 0.050 acres.



Legal Description (279 square foot portion)
EXHIBIT "B"

Bowman

October 23, 2025

**DESCRIPTION OF REQUIRED RIGHT-OF-WAY #2 FROM THE LANDS OF
JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04330-00-3)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 30th day of April 2024 in Instrument Number 2024021694 and recorded at Norristown in the office of the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF REQUIRED RIGHT-OF-WAY #2 FROM THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04330-00-3)" dated October 23, 2025, as follows to wit:

Beginning at a point along the westerly Right-of-Way line of Stover Road (33 feet wide), said point being distant 1.45 feet from the intersection of westerly Right-of-Way line of Stover Road and the northerly property line of lands of Jeryl M. Knechel (Parid: 50-00-04330-00-3); on a course bearing South 15 degrees 07 minutes 07 seconds West; extending thence the following four courses;

- 1) Along the westerly Right-of-Way line of Stover Road, South 15 degrees 07 minutes 07 seconds West, a distance of 26.12 feet to a point.
- 2) Thence through the lands of Jeryl M. Knechel and Eileen H. Knechel, North 79 degrees 21 minutes 22 seconds West, a distance of 9.95 feet to a point.
- 3) Thence, North 12 degrees 26 minutes 05 seconds East, a distance of 26.75 feet to a point.
- 4) Thence, South 75 degrees 46 minutes 28 seconds East, a distance of 11.17 feet to the point and place of beginning.

Containing 279 square feet, or 0.006 acres.



**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2026-20

Acceptance of Stover Road Right-of-Way

WHEREAS, EILEEN H. KNECHEL (also known as EILEEN KNECHEL) and JERYL M. KNECHEL (“Grantors”) are the owners of two (2) contiguous tracts of land situate in Lower Salford Township, Montgomery County, Pennsylvania, more particularly identified as Montgomery County Tax Parcel Nos. 50-00-04330-00-3 and 50-00-04336-00-6 (collectively, the “Property”) which lands have frontage on Stover Road; and

WHEREAS, Lower Salford Township proposes a series of improvements to Stover Road in connection with the replacement of the existing bridge over the Skippack Creek, which include the realignment of a portion of Stover Road and the installation of improvements along portions of the Property’s frontage on Stover Road which are outside of the existing right-of-way; and

WHEREAS, the Grantors, for and in consideration of One Dollar (\$1.00), desire to dedicate to Lower Salford Township (“Grantee”) for public use and enjoyment certain right-of-way along the Property’s frontage on Stover Road in furtherance of the completion of the above-referenced improvements; and

WHEREAS, the Grantee, by accepting the Deed of Dedication and recording said Deed and this Resolution, accepts the parcels of ground, more particularly described in Exhibits “A” and “B,” attached hereto and made a part hereof, as and for a public street, road, highway, trail, sidewalk, or utilities.

NOW, THEREFORE, BE IT RESOLVED, that the Lower Salford Township Board of Supervisors accepts the Deed of Dedication for the parcels of ground, more particularly described in Exhibits “A” and “B,” to have and to hold, forever, as for public streets, roads, highways, trails, sidewalks, or utilities, and with the same effect as if the same had been opened by a Decree of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

APPROVED this 5th day of August, 2026, by the Board of Supervisors of Lower Salford Township for acceptance and recording.

LOWER SALFORD TOWNSHIP

By: _____

Keith A. Bergman, Chairman
Board of Supervisors

Attest: _____

Joseph S. Czajkowski, Secretary

Legal Description (2,182 square foot portion)

EXHIBIT "A"

Bowman

October 23, 2025

**DESCRIPTION OF REQUIRED RIGHT-OF-WAY #1 FROM THE LANDS OF
JERYL M. KNECHEL AND EILEEN H. KNECHEL
(PARID: 50-00-04336-00-6)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 31st day of December 1998 in Instrument Number 1999092440 and recorded at Norristown in the office of the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF REQUIRED RIGHT-OF-WAY #1 FROM THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04336-00-6)" dated October 23, 2025, as follows to wit:

Beginning at a point along the southwesterly Right-of-Way line of Stover Road (33 feet wide), said point being a common corner between the lands of Lower Salford Township (Parid: 50-00-04337-00-5) and the lands of Jeryl M. Knechel and Eileen H. Knechel (Parid: 50-00-04336-00-6); extending thence the following six courses:

- 1) Along a common line of lands of Jeryl M. Knechel and Eileen H. Knechel and the lands of Lower Salford Township, South 41 degrees 02 minutes 43 seconds West, a distance of 12.84 feet to a point.
- 2) Thence through the lands of Jeryl M. Knechel and Eileen H. Knechel, North 30 degrees 52 minutes 01 seconds West, a distance of 55.96 feet to a point.
- 3) Thence, South 59 degrees 07 minutes 59 seconds West, a distance of 13.00 feet to a point.
- 4) Thence, North 29 degrees 28 minutes 26 seconds West, a distance of 68.71 feet to a point.
- 5) Thence, North 64 degrees 07 minutes 04 seconds East, a distance of 21.4 feet to a point.
- 6) Thence along the southwesterly Right-of-Way line of Stover Road, South 31 degrees 54 minutes 14 seconds East, a distance of 118.82 feet to the point and place of beginning.

Containing 2,182 square feet, or 0.050 acres.



Legal Description (279 square foot portion)
EXHIBIT "B"

Bowman

October 23, 2025

**DESCRIPTION OF REQUIRED RIGHT-OF-WAY #2 FROM THE LANDS OF
JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04330-00-3)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 30th day of April 2024 in Instrument Number 2024021694 and recorded at Norristown in the office of the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF REQUIRED RIGHT-OF-WAY #2 FROM THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04330-00-3)" dated October 23, 2025, as follows to wit:

Beginning at a point along the westerly Right-of-Way line of Stover Road (33 feet wide), said point being distant 1.45 feet from the intersection of westerly Right-of-Way line of Stover Road and the northerly property line of lands of Jeryl M. Knechel (Parid: 50-00-04330-00-3); on a course bearing South 15 degrees 07 minutes 07 seconds West; extending thence the following four courses;

- 1) Along the westerly Right-of-Way line of Stover Road, South 15 degrees 07 minutes 07 seconds West, a distance of 26.12 feet to a point.
- 2) Thence through the lands of Jeryl M. Knechel and Eileen H. Knechel, North 79 degrees 21 minutes 22 seconds West, a distance of 9.95 feet to a point.
- 3) Thence, North 12 degrees 26 minutes 05 seconds East, a distance of 26.75 feet to a point.
- 4) Thence, South 75 degrees 46 minutes 28 seconds East, a distance of 11.17 feet to the point and place of beginning.

Containing 279 square feet, or 0.006 acres.



**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2026-20

Acceptance of Stover Road Right-of-Way

WHEREAS, EILEEN H. KNECHEL (also known as EILEEN KNECHEL) and JERYL M. KNECHEL (“Grantors”) are the owners of two (2) contiguous tracts of land situate in Lower Salford Township, Montgomery County, Pennsylvania, more particularly identified as Montgomery County Tax Parcel Nos. 50-00-04330-00-3 and 50-00-04336-00-6 (collectively, the “Property”) which lands have frontage on Stover Road; and

WHEREAS, Lower Salford Township proposes a series of improvements to Stover Road in connection with the replacement of the existing bridge over the Skippack Creek, which include the realignment of a portion of Stover Road and the installation of improvements along portions of the Property’s frontage on Stover Road which are outside of the existing right-of-way; and

WHEREAS, the Grantors, for and in consideration of One Dollar (\$1.00), desire to dedicate to Lower Salford Township (“Grantee”) for public use and enjoyment certain right-of-way along the Property’s frontage on Stover Road in furtherance of the completion of the above-referenced improvements; and

WHEREAS, the Grantee, by accepting the Deed of Dedication and recording said Deed and this Resolution, accepts the parcels of ground, more particularly described in Exhibits “A” and “B,” attached hereto and made a part hereof, as and for a public street, road, highway, trail, sidewalk, or utilities.

NOW, THEREFORE, BE IT RESOLVED, that the Lower Salford Township Board of Supervisors accepts the Deed of Dedication for the parcels of ground, more particularly described in Exhibits “A” and “B,” to have and to hold, forever, as for public streets, roads, highways, trails, sidewalks, or utilities, and with the same effect as if the same had been opened by a Decree of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

APPROVED this 5th day of August, 2026, by the Board of Supervisors of Lower Salford Township for acceptance and recording.

LOWER SALFORD TOWNSHIP

By: _____

Keith A. Bergman, Chairman
Board of Supervisors

Attest: _____

Joseph S. Czajkowski, Secretary

Legal Description (2,182 square foot portion)

EXHIBIT "A"

Bowman

October 23, 2025

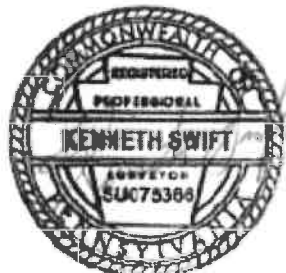
**DESCRIPTION OF REQUIRED RIGHT-OF-WAY #1 FROM THE LANDS OF
JERYL M. KNECHEL AND EILEEN H. KNECHEL
(PARID: 50-00-04336-00-6)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 31st day of December 1998 in Instrument Number 1999092440 and recorded at Norristown in the office of the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF REQUIRED RIGHT-OF-WAY #1 FROM THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04336-00-6)" dated October 23, 2025, as follows to wit:

Beginning at a point along the southwesterly Right-of-Way line of Stover Road (33 feet wide), said point being a common corner between the lands of Lower Salford Township (Parid: 50-00-04337-00-5) and the lands of Jeryl M. Knechel and Eileen H. Knechel (Parid: 50-00-04336-00-6); extending thence the following six courses:

- 1) Along a common line of lands of Jeryl M. Knechel and Eileen H. Knechel and the lands of Lower Salford Township, South 41 degrees 02 minutes 43 seconds West, a distance of 12.84 feet to a point.
- 2) Thence through the lands of Jeryl M. Knechel and Eileen H. Knechel, North 30 degrees 52 minutes 01 seconds West, a distance of 55.96 feet to a point.
- 3) Thence, South 59 degrees 07 minutes 59 seconds West, a distance of 13.00 feet to a point.
- 4) Thence, North 29 degrees 28 minutes 26 seconds West, a distance of 68.71 feet to a point.
- 5) Thence, North 64 degrees 07 minutes 04 seconds East, a distance of 21.4 feet to a point.
- 6) Thence along the southwesterly Right-of-Way line of Stover Road, South 31 degrees 54 minutes 14 seconds East, a distance of 118.82 feet to the point and place of beginning.

Containing 2,182 square feet, or 0.050 acres.



Legal Description (279 square foot portion)
EXHIBIT "B"

Bowman

October 23, 2025

**DESCRIPTION OF REQUIRED RIGHT-OF-WAY #2 FROM THE LANDS OF
JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04330-00-3)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 30th day of April 2024 in Instrument Number 2024021694 and recorded at Norristown in the office of the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF REQUIRED RIGHT-OF-WAY #2 FROM THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04330-00-3)" dated October 23, 2025, as follows to wit:

Beginning at a point along the westerly Right-of-Way line of Stover Road (33 feet wide), said point being distant 1.45 feet from the intersection of westerly Right-of-Way line of Stover Road and the northerly property line of lands of Jeryl M. Knechel (Parid: 50-00-04330-00-3); on a course bearing South 15 degrees 07 minutes 07 seconds West; extending thence the following four courses;

- 1) Along the westerly Right-of-Way line of Stover Road, South 15 degrees 07 minutes 07 seconds West, a distance of 26.12 feet to a point.
- 2) Thence through the lands of Jeryl M. Knechel and Eileen H. Knechel, North 79 degrees 21 minutes 22 seconds West, a distance of 9.95 feet to a point.
- 3) Thence, North 12 degrees 26 minutes 05 seconds East, a distance of 26.75 feet to a point.
- 4) Thence, South 75 degrees 46 minutes 28 seconds East, a distance of 11.17 feet to the point and place of beginning.

Containing 279 square feet, or 0.006 acres.



Prepared By: Andrew R. Freimuth, Esquire
Colleen E. McGrath, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return To: Same as above

Parcel Nos.: 50-00-04330-00-3
50-00-04336-00-6

**AGREEMENT TO VACATE A PORTION OF STOVER ROAD IN LOWER SALFORD
TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA**

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 2026 by and among **LOWER SALFORD TOWNSHIP**, a Township of the Second Class with offices at 379 Main Street, Harleysville, Montgomery County, Pennsylvania 19438 (hereinafter the “Township”) and **EILEEN H. KNECHEL (also known as EILEEN KNECHEL) (deceased) and JERYL M. KNECHEL**, adult individuals with an address at 443 Stover Road, Harleysville, Pennsylvania 19438 (hereinafter, collectively, the “Knechels”).

W I T N E S S E T H:

WHEREAS, the Knechels are the owners of two (2) parcels of land at 439 and 443 Stover Road in Lower Salford Township, Montgomery County, Pennsylvania, which parcels are more particularly identified as Montgomery County Tax Parcel Nos. 50-00-04330-00-3 and 50-00-04336-00-6 (hereinafter, collectively, the “Knechel Property”); and

WHEREAS, the Township is a Second Class Township organized under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Township proposes several improvements to Stover Road including the replacement of the existing bridge over the Skippack Creek (the “Stover Road Bridge Improvement Project”), which improvements include, but are not limited to, the realignment of a certain portion of Stover Road along the frontage of the Knechel Property (hereinafter the “Realignment”); and

WHEREAS, the Stover Road Bridge Improvement Project and Realignment contemplate vacating a portion of the right-of-way along the Knechel Property frontage on Stover Road; and

WHEREAS, the Township Board of Supervisors deems the vacation of a portion of the right-of-way of Stover Road along the Knechel Property to be advisable because it will aid in completion of the Realignment of Stover Road necessary for the completion of the Stover Road Bridge Improvement Project; and

WHEREAS, pursuant to Section 2311(a) of the Second Class Township Code, 53 P.S. § 67311(a), a street or any portion thereof may be relocated or vacated by agreement of the Township and the property owners affected by such change; and

WHEREAS, the certain portion of the Stover Road right-of-way to be vacated (hereinafter, the "Impacted ROW") is more particularly shown on a plan prepared by Bowman Consulting Group, Ltd., entitled "Plan of Vacated Township Right-of-Way," dated June 18, 2026, and bearing no revisions (the "Vacated ROW Plan"), a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and further described in the legal description prepared by Bowman Consulting Group, Ltd., dated June 18, 2026, attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the Township and the Knechels, in accordance with the Second Class Township Code, hereby agree to vacate the Impacted ROW, which shall then merge with the Knechel Property.

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

1. **Agreement to Vacate.** The Township and the Knechels hereby agree to the vacation of the Impacted ROW, as shown on the Vacated ROW Plan and described on the legal description in Exhibit "B," in accordance with Section 2311 of the Second Class Township Code, 53 P.S. § 67311.

2. **Vacation of Stover Road and Merger.** The Township and the Knechels agree that the Impacted ROW, as shown on the Vacated ROW Plan and described on the legal description in Exhibit "B," which is vacated in furtherance of the Realignment and completion of the Stover Road Improvement Project, is indeed vacated by the Township, and, further, that the Impacted ROW shall automatically merge with and become part of the Knechel Property upon recording of this Agreement.

3. **Recording.** The Township shall, at its sole cost and expense, cause a copy of this Agreement to be recorded in the Montgomery County Office of the Recorder of Deeds, as required by Section 2311(b) of the Second Class Township Code, 53 P.S. § 67311(b).

4. **Entire Agreement and Interpretation.** The terms set forth in this Agreement are intended by the parties hereto as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended or modified by any act or conduct, unless reduced to a writing signed by the parties hereto, or their successors or assigns. Each party has actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

5. **Headings.** The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year indicated beside each party's signature below.

THE KNECHELS:

Date

By: _____
Jeryl M. Knechel

LOWER SALFORD TOWNSHIP:

Date:

By: _____
Keith A. Bergman, Chairman,
Board of Supervisors

Date:

Attest: _____
Joseph S. Czajkowski, Township Manager/Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF MONTGOMERY :

On this, the _____ day of _____, 2026, before me, the undersigned officer, a Notary Public, personally appeared **Jeryl M. Knechel**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

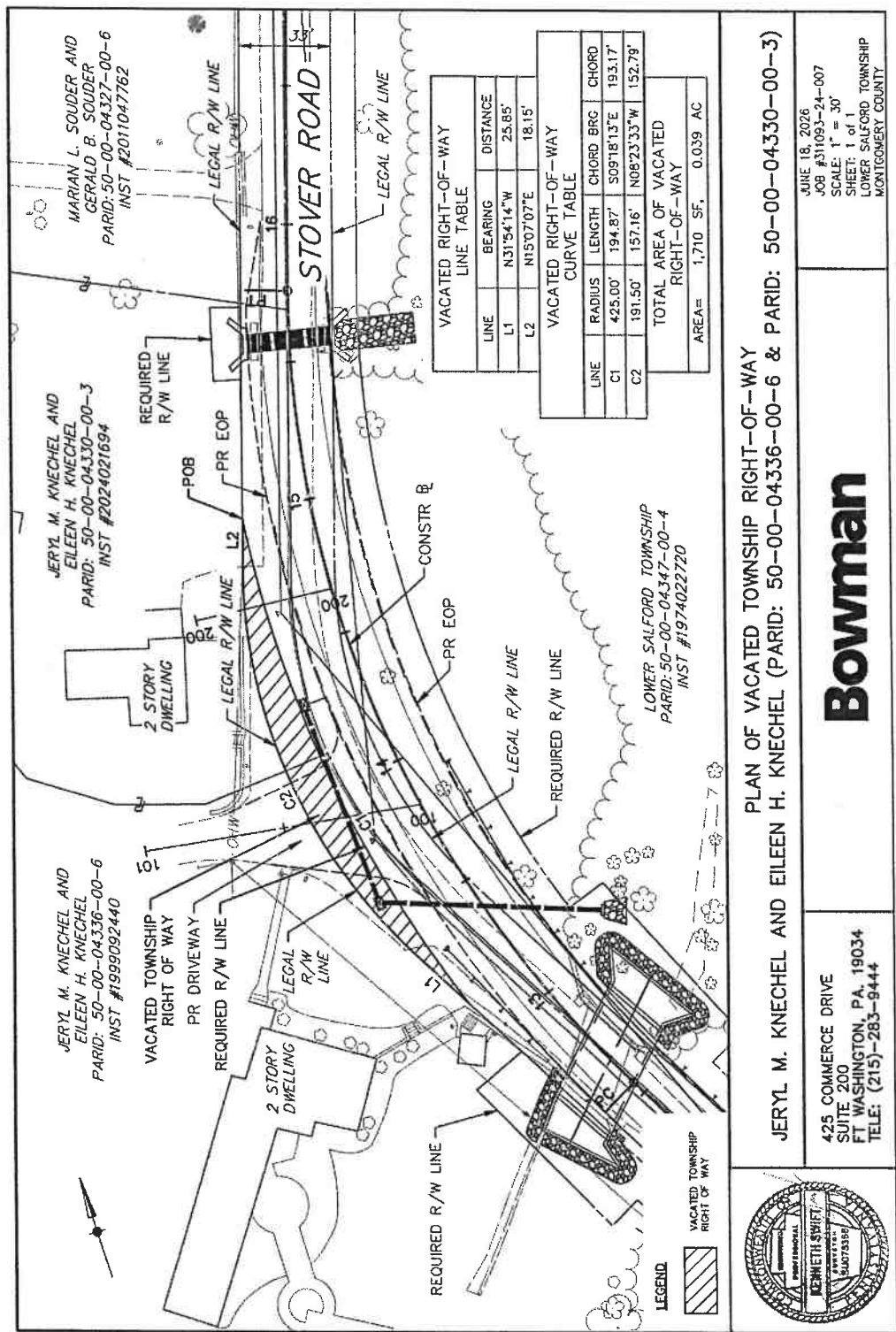
COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF MONTGOMERY :

On this, the ____ day of _____, 2026, before me, the undersigned officer, personally appeared **Keith A. Bergman**, who acknowledged himself to be the Chairman of the Board of Supervisors of Lower Salford Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as such officer.

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

Notary Public

My Commission Expires:



Realignment Plan
EXHIBIT A

Bowman

June 18, 2026

**DESCRIPTION OF VACATED TOWNSHIP RIGHT-OF-WAY
JERYL M. KNECHEL AND EILEEN H. KNECHEL
(PARID: 50-00-04336-00-6 & PARID: 50-00-04330-00-3)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF VACATED RIGHT-OF-WAY JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04336-00-6 & PARID: 50-00-04330-00-3)" dated June 18, 2026, as follows to wit;

Beginning at a point along the westerly Right-of-Way line of Stover Road (33 feet wide), said point being South 15 degrees 07 minutes 07 seconds West, a distance of 78.13 feet from a point of intersection along the common line of lands of Marian L. Souder and Gerald B. Souder (Parid: 50-00-04327-00-6) and Jeryl M. Knechel and Eileen H. Knechel; extending thence the following four courses;

- 1) Along the westerly required Right-of-Way line of Stover Road on a curve to the left, having a radius of 425.00 feet, an arc length of 194.87 feet, and being subtended by a chord bearing South 09 degrees 18 minutes 13 seconds East, a chord distance of 193.17 feet to a point.
- 2) Thence along the westerly Right-of-Way line of Stover Road, North 31 degrees 54 minutes 14 seconds West, a distance of 25.85 feet to a point.
- 3) Thence, along a curve to the right, having a radius of 191.50 feet, an arc length of 157.16 feet, and being subtended by a chord bearing North 08 degrees 23 minutes 33 seconds West, a chord distance of 152.79 feet to a point.
- 4) Thence, North 15 degrees 07 minutes 07 seconds East, a distance of 18.15 feet to the point and place of beginning.

Containing 1,710 square feet, or 0.039 acres.



bowman.com

**Legal Description
EXHIBIT B**

Prepared By: Andrew R. Freimuth, Esquire
Colleen E. McGrath, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return To: Same as above

Parcel No. 50-00-04336-00-6
50-00-04330-00-3

DEED OF DEDICATION

**Stover Road Bridge Project
Stover Road Right-of-Way**

THIS INDENTURE is made this _____ day of _____, 2026,

FROM

EILEEN H. KNECHEL (also known as EILEEN KNECHEL) (deceased) and JERYL M. KNECHEL, adult individuals with a mailing address of 443 Stover Road, Harleysville, Pennsylvania 19438 (hereinafter, collectively, called "Grantors"), of the one part,

TO

LOWER SALFORD TOWNSHIP, a Township of the Second Class, Montgomery County, Pennsylvania (hereinafter called "Grantee"), of the other part;

WITNESSETH:

THAT the said Grantors, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America unto them well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have dedicated and by these presents do dedicate for public use and enjoyment as

and for a public street, road, highway, trail, sidewalk, or utilities unto the said Grantee, its successors and assigns,

ALL those certain tracts or parcels of ground situate in Lower Salford Township, Montgomery County, Pennsylvania, more particularly described in the legal descriptions attached as Exhibits “A” and “B” and depicted as “Required R/W” on the plans attached as Exhibits “C” and “D”, which exhibits are incorporated herein and made a part hereof,

TO have and to hold the tract or parcel of land above described and hereby dedicated, or mentioned and intended to be, unto the said Grantee, its successors and assigns, forever, as and for a public street, road or highway, trail, sidewalk or utilities, and for no other use or purpose whatsoever, and to the same extent and with the same effect as if the said tract or parcel of land had been opened by a Decree of the Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and pursuant to the laws of the Commonwealth of Pennsylvania.

AND the said Grantors, for themselves and their heirs, successors and assigns, do by these presents, covenant, promise and agree to and with Lower Salford Township, its successors and assigns, that neither it, the said Grantors, nor their heirs, successors and assigns, shall or will at any time hereafter ask, demand, recover or receive of or from Lower Salford Township, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading of the said tract or parcel of ground to grade as now established, and if such grade shall not be established at the date of these presents, that neither it, the said Grantors, nor their successors and assigns, shall or will at any time thereafter ask, demand, recover or receive any damages by reason of the physical grading of the said tract or parcel of ground to conform with the grades as first thereafter established or confirmed according to law.

AND the said Grantors, for themselves and their heirs, successors and assigns, do covenant, promise and agree to and with the said Grantee, its successors and assigns, that they, the said Grantors, have not heretofore done or committed any act, matter or thing whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged, or encumbered in title, charge, estate or otherwise howsoever.

AND the said Grantors, for themselves and their heirs, successors and assigns, do by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that they, the said Grantors, shall and will warrant and forever defend the hereinabove described tract or parcel of land against it, the said Grantors, their heirs, successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it or any of them.

AND the Grantee, by accepting and recording this Deed, accepts the tract or parcel of ground described herein as and for a public street, road, highway, trail, sidewalk, or utilities.

IN WITNESS WHEREOF, the Grantors have caused this Deed to be signed on the day and year first above written.

GRANTORS:

Attest: _____
Jeryl M. Knechel

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 : SS

COUNTY OF _____ :

On this, the _____ day of _____, 20__, before me, the undersigned officer, a Notary Public, personally appeared **Jeryl M. Knechel**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

My Commission Expire

Legal Description

EXHIBIT “A”

Bowman

October 23, 2025

**DESCRIPTION OF REQUIRED RIGHT-OF-WAY #1 FROM THE LANDS OF
JERYL M. KNECHEL AND EILEEN H. KNECHEL
(PARID: 50-00-04336-00-6)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 31st day of December 1998 in Instrument Number 1999092440 and recorded at Norristown in the office of the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF REQUIRED RIGHT-OF-WAY #1 FROM THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04336-00-6)" dated October 23, 2025, as follows to wit;

Beginning at a point along the southwesterly Right-of-Way line of Stover Road (33 feet wide), said point being a common corner between the lands of Lower Salford Township (Parid: 50-00-04337-00-5) and the lands of Jeryl M. Knechel and Eileen H. Knechel (Parid: 50-00-04336-00-6); extending thence the following six courses;

- 1) Along a common line of lands of Jeryl M. Knechel and Eileen H. Knechel and the lands of Lower Salford Township, South 41 degrees 02 minutes 43 seconds West, a distance of 12.84 feet to a point.
- 2) Thence through the lands of Jeryl M. Knechel and Eileen H. Knechel, North 30 degrees 52 minutes 01 seconds West, a distance of 55.96 feet to a point.
- 3) Thence, South 59 degrees 07 minutes 59 seconds West, a distance of 13.00 feet to a point.
- 4) Thence, North 29 degrees 28 minutes 26 seconds West, a distance of 68.71 feet to a point.
- 5) Thence, North 64 degrees 07 minutes 04 seconds East, a distance of 21.4 feet to a point.
- 6) Thence along the southwesterly Right-of-Way line of Stover Road, South 31 degrees 54 minutes 14 seconds East, a distance of 118.82 feet to the point and place of beginning.

Containing 2,182 square feet, or 0.050 acres.



Legal Description

EXHIBIT “B”

Bowman

October 23, 2025

DESCRIPTION OF REQUIRED RIGHT-OF-WAY #2 FROM THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04330-00-3)

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 30th day of April 2024 in Instrument Number 2024021694 and recorded at Norristown in the office of the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF REQUIRED RIGHT-OF-WAY #2 FROM THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04330-00-3)" dated October 23, 2025, as follows to wit;

Beginning at a point along the westerly Right-of-Way line of Stover Road (33 feet wide), said point being distant 1.45 feet from the intersection of westerly Right-of-Way line of Stover Road and the northerly property line of lands of Jeryl M. Knechel (Parid: 50-00-04330-00-3); on a course bearing South 15 degrees 07 minutes 07 seconds West; extending thence the following four courses;

- 1) Along the westerly Right-of-Way line of Stover Road, South 15 degrees 07 minutes 07 seconds West, a distance of 26.12 feet to a point.
- 2) Thence through the lands of Jeryl M. Knechel and Eileen H. Knechel, North 79 degrees 21 minutes 22 seconds West, a distance of 9.95 feet to a point.
- 3) Thence, North 12 degrees 26 minutes 05 seconds East, a distance of 26.75 feet to a point.
- 4) Thence, South 75 degrees 46 minutes 28 seconds East, a distance of 11.17 feet to the point and place of beginning.

Containing 279 square feet, or 0.006 acres.



Plan

EXHIBIT “C”

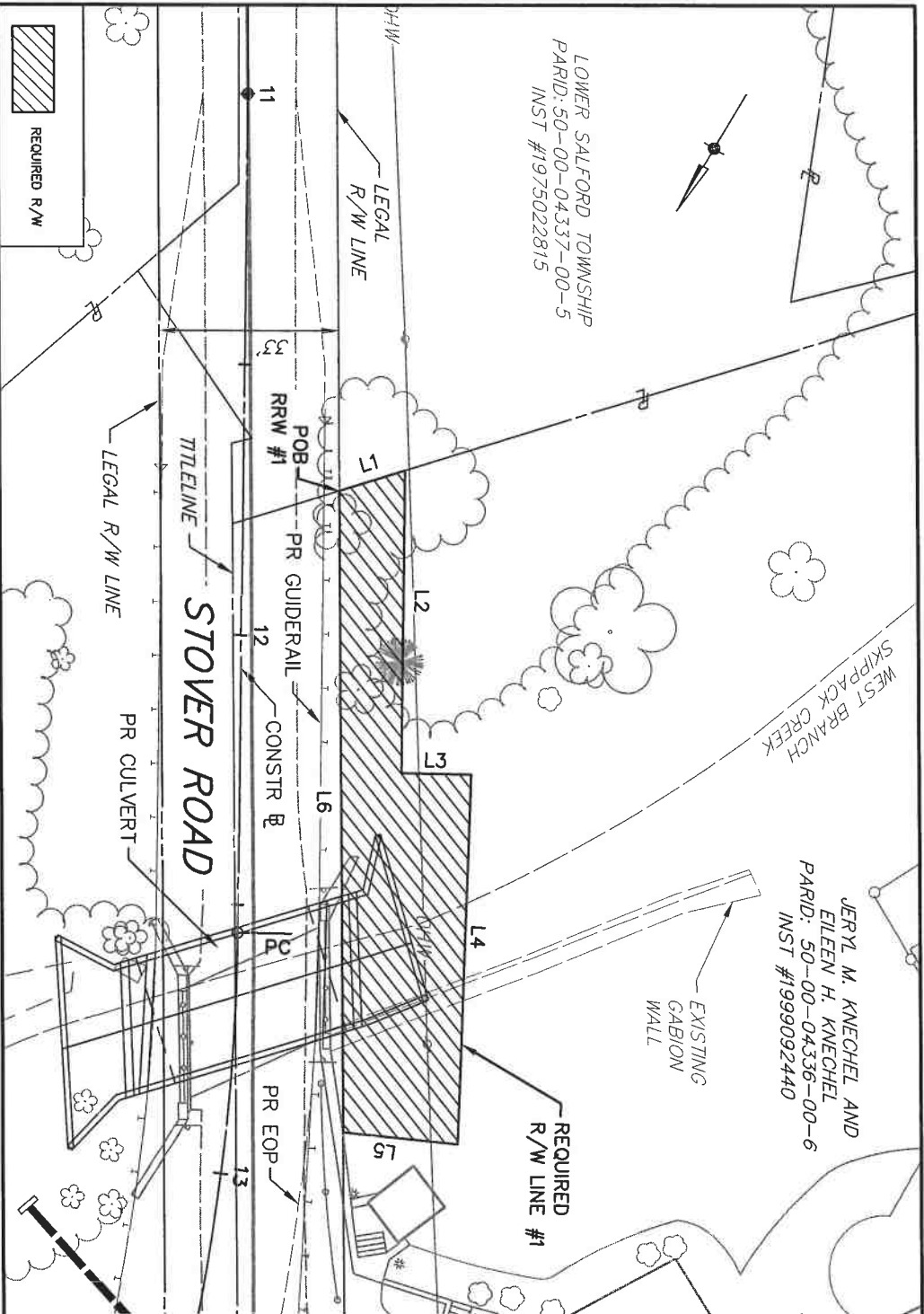


425 COMMERCE DRIVE
SUITE 200
FT WASHINGTON, PA. 19034
TELE: (215)-283-9444

Bowman

PLAN OF REQUIRED RIGHT-OF-WAY #1 FROM THE LANDS OF
JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04336-00-6)

OCTOBER 23, 2025
JOB #311093-24-007
SCALE: 1" = 20'
SHEET: 1 of 1
LOWER SALFORD TOWNSHIP
MONTGOMERY COUNTY



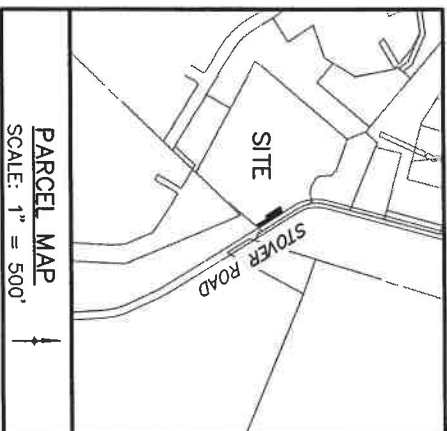
JERYL M. KNECHEL AND
EILEEN H. KNECHEL
PARID: 50-00-04336-00-6
INST #1999092440

REQUIRED RIGHT-OF-WAY #1
LINE TABLE

LINE	BEARING	DISTANCE
L1	S41°02.43'W	12.84'
L2	N30°52.01'W	55.96'
L3	S59°07.59'W	13.00'
L4	N29°28.26'W	68.71'
L5	N64°07.04'E	21.46'
L6	S31°54.14'E	118.82'

TOTAL AREA OF REQUIRED
RIGHT-OF-WAY #1

AREA= 2,182 SF, 0.050 AC



PARCEL MAP
SCALE: 1" = 500'

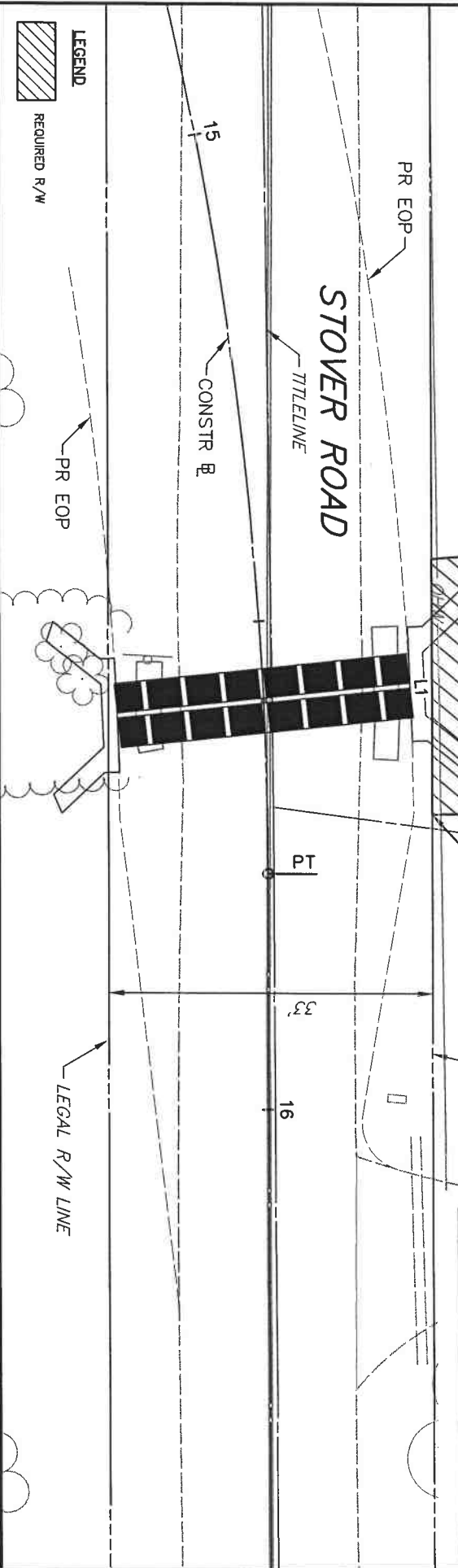
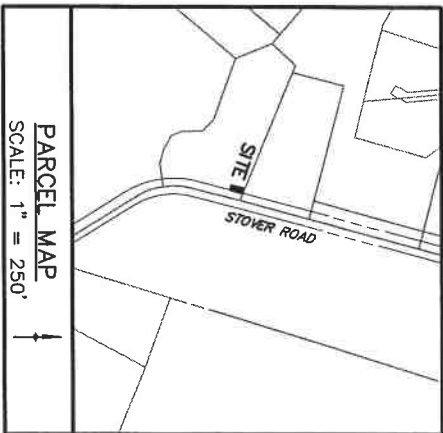
Plan

EXHIBIT “D”

REQUIRED RIGHT-OF-WAY #2 LINE TABLE		
LINE	BEARING	DISTANCE
L1	S15°07'07"W	26.12'
L2	N79°21'22"W	9.95'
L3	N12°26'05"E	26.75'
L4	S75°46'28"E	11.17'
TOTAL AREA OF REQUIRED RIGHT-OF-WAY #2		
AREA=	279 SF,	0.006 AC

JERRY L. M. KNECHEL AND
EILEEN H. KNECHEL
PARID: 50-00-04330-00-3
INST #2024021694

MARIAN L. SOUDER AND
GERALD B. SOUDER
PARID: 50-00-04327-00-6
INST #2011047762



425 COMMERCE DRIVE
SUITE 200
FT WASHINGTON, PA. 19034
TELE: (215)-283-9444

PLAN OF REQUIRED RIGHT-OF-WAY #2 FROM THE LANDS OF
JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04330-00-3)

Bowman

OCTOBER 23, 2025
JOB #311093-24-007
SCALE: 1" = 10'
SHEET: 1 of 1
LOWER SAFFORD TOWNSHIP
MONTGOMERY COUNTY

Prepared By: Andrew R. Freimuth, Esquire
Colleen E. McGrath, Esquire
Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422
Phone: (610) 825-8400

Return To: Same as above

Parcel Nos. 50-00-04330-00-3
50-00-04336-00-6

EASEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2026, by and between **EILEEN H. KNECHEL (also known as EILEEN KNECHEL) (deceased) and JERYL M. KNECHEL**, adult individuals with a mailing address at 443 Stover Road, Harleysville, Pennsylvania 19438 (hereinafter, collectively referred to as the "**Grantor**") and **LOWER SALFORD TOWNSHIP**, 379 Main Street, Harleysville, Pennsylvania 19438 (hereinafter referred to as "**Grantee**").

BACKGROUND

A. Grantor is the legal owner of a two parcels of land with frontage on Stover Road in Lower Salford Township, Montgomery County, Pennsylvania, which parcels are more particularly identified as Montgomery County Tax Parcels Numbers 50-00-04330-00-3 and 50-00-04336-00-6 (collectively, the "**Grantor Property**").

B. In connection with improvements to Stover Road as part of the Grantee's work on a bridge over the Skippack Creek (the "**Stover Road Bridge Improvement Project**"), Grantee intends to perform certain construction, grading, driveway adjustments and installation of improvements, including, but in no way limited to, stormwater inlets and related facilities (hereinafter referred to as the "**Work**") along the Grantor Property's frontage on Stover Road as part of the Stover Road Bridge Improvement Project.

C. In order to complete the Work, Grantee requires temporary construction easements (collectively the "**Temporary Construction Easement**") on, over, under and through the following portions of the Grantor Property: (1) a 3,970 square foot portion of the Grantor Property identified as "Temporary Construction Easement #1" on an easement plan prepared by Bowman Consulting Group, Ltd., dated October 23, 2025, attached hereto Exhibit "A" and more fully described in the legal description attached hereto as Exhibit "B"; and (2) a 5,260 square foot portion of the Grantor Property identified as "Temporary Construction Easement #2" on an easement plan prepared by Bowman Consulting Group, Ltd., dated June 18, 2026, attached hereto

as Exhibit "C" and more fully described in the legal description attached hereto as Exhibit "D". The above-referenced easement areas shall hereinafter be referred to collectively as the "**Construction Easement Areas**".

D. Also in connection with the Stover Road Bridge Improvement Project, Grantee intends to install certain stormwater drainage facilities including pipes, an inlet and related improvements (collectively the "**Drainage Improvements**") as part of the Work on the Grantor Property's frontage on Stover Road in order to drain and direct stormwater runoff through the municipal stormwater system.

E. Consistent therewith, Grantee further desires to obtain a perpetual easement on, over, under and through a 961 square foot portion of the Grantor Property identified as "Permanent Drainage Easement" on an easement plan prepared by Bowman Consulting Group, Ltd., dated June 18, 2026, attached hereto as Exhibit "E" and more fully described in the legal description attached hereto as Exhibit "F" (the "**Drainage Easement Area**"), in order to drain, convey and direct stormwater runoff away from Stover Road and the Grantor Property through the Drainage Improvements connecting to the municipal stormwater management facilities system located in the Stover Road right-of-way (the "**Permanent Drainage Easement**").

F. Grantor is willing to grant such Temporary Construction Easements on, over, under and through the Construction Easement Areas and the Permanent Drainage Easement on, over, under and through the Drainage Easement Area to Grantee, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **INCORPORATION OF BACKGROUND PARAGRAPHS.** The foregoing Background Paragraphs are incorporated by reference as if full set forth herein.

2. **TEMPORARY CONSTRUCTION EASEMENT.**

a. **Grant of Temporary Construction Easement.** Grantor, on behalf of themselves and their beneficiaries, personal representatives, successors and assigns, hereby grants and conveys to Grantee, its agents, servants, workers, employees, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the temporary right, right-of-way, privilege and easement on, over, under, across and through the Construction Easement Areas, necessary or convenient for temporary use and occupation by the Grantee of the said Construction Easement Areas in connection with the completion of the Work. Specifically, and not in limitation

of the foregoing, Grantee shall have the right to: (a) enter onto the Construction Easement Areas in order to complete the Work; and (b) perform excavation, grading, driveway adjustments, installation of improvements or other work necessary in connection with the foregoing. The Grantee's rights to the Construction Easement Areas shall terminate automatically and without the need to record a termination of this Agreement upon completion of the Work.

b. **Work within Construction Easement Areas.** All of the Work to be performed on and access to or through the Construction Easement Areas by Grantee pursuant to this Agreement shall be performed at reasonable times, upon reasonable advance notice (except in the case of emergency), and shall be completed as promptly as is reasonably possible.

c. **Restoration of Construction Easement Areas.** Upon completion of any work related to the Work by Grantee or its agents, servants, workers, employees, contractors, subcontractors, independent contractors and material suppliers, the Grantee shall restore the portions of the Grantor Property and the Construction Easement Areas affected by such work to a condition substantially similar to that which existed immediately prior to the commencement of such work.

d. **Surface of Construction Easement Areas.** Grantor, on behalf of themselves and their beneficiaries, personal representatives, heirs, successors and assigns, hereby agrees that Grantor, at its sole expense, shall be responsible for the routine maintenance of the surface of the Construction Easement Areas.

3. **PERMANENT DRAINAGE EASEMENT.**

a. **Grant of Permanent Drainage Easement.** Grantor, on behalf of themselves and their beneficiaries, personal representatives, successors and assigns, hereby grants and conveys to Grantee, its agents, servants, workers, employees, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the perpetual, full and uninterrupted right, right of way, privilege and easement upon, across, over, under and through the Drainage Easement Area in order to: (1) drain, direct, and convey stormwater runoff from Stover Road and the Grantor Property into and through the Drainage Improvements in the Drainage Easement Area; and (2) access the Drainage Easement Area in which the Drainage Improvements are installed to maintain, inspect, use, repair and replace the Drainage Improvements and to complete such work as reasonably necessary in connection with the same.

a. **Performance of Work.** All work to be performed on and access to or through the Drainage Easement Area by Grantee pursuant to the Permanent Drainage Easement shall be performed at reasonable times, upon reasonable advance notice as set forth above (except in the case of emergency), and shall be completed as promptly as reasonably possible.

b. **Maintenance of the Drainage Improvements.** Grantee, on behalf of itself and its successors and assigns, hereby agrees that the sole future responsibility for all inspection, maintenance, repair and replacement of the Drainage Improvements shall be borne by the Grantee, its successors and assigns, so that the Drainage Improvements shall be kept in good working order at all times.

c. **Restoration of Drainage Easement Area.** Upon completion of any work related to the inspection, maintenance, use, repair or replacement of the Drainage Improvements by Grantee or its employees, agents, workers, employees, contractors, subcontractors, independent contractors and material suppliers, the Grantee shall restore the portions of the Drainage Easement Area affected by such work to a condition substantially similar to that which existed immediately prior to the commencement of such work.

4. **RESERVATIONS TO GRANTOR.** Except to the extent inconsistent with the easements, rights and obligations granted to Grantee hereunder, Grantor, their beneficiaries, personal representatives, heirs, successors and assigns, shall have the right to use and enjoy all areas of the Grantor Property, including the Construction Easement Areas and the Drainage Easement Area.

5. **RESTRICTIONS ON GRANTOR'S USE.** Grantor agrees for themselves, and on behalf of their contractors, employees and invitees, and their beneficiaries, heirs, successors and assigns, that it will not do or fail to do anything which could obstruct or unreasonably interfere with Grantee's use of the Construction Easement Areas and the Drainage Easement Area.

6. **GENERAL PROVISIONS.**

a. **Entire Agreement.** The terms set forth in this Agreement are intended by the parties hereto as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended or modified by any act or conduct, unless reduced to a writing signed by the parties hereto, their beneficiaries, personal representatives, heirs, successors or assigns. In the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

b. **Controlling Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

c. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

d. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective beneficiaries, personal representatives, heirs, successors and assigns.

e. **Headings.** The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

f. **Recording.** This Agreement is intended to be, and shall be, recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, at the sole expense of Grantee.

g. **Obligations to Run With the Land.** The covenants, restrictions and obligations of this Agreement shall be perpetual, and shall be deemed covenants running with the Grantor Property.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
on the on the day and year first above written.

GRANTOR:

**EILEEN H. KNECHEL (also known as EILEEN
KNECHEL) (deceased) and JERYL M. KNECHEL**

By: _____
Jeryl M. Knechel

GRANTEE:

LOWER SALFORD TOWNSHIP

By: _____
Keith M. Bergman, Chairman
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Township Manager/Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF MONTGOMERY :

On this, the _____ day of _____, 2026, before me, the undersigned officer, a Notary Public, personally appeared **Jeryl M. Knechel**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

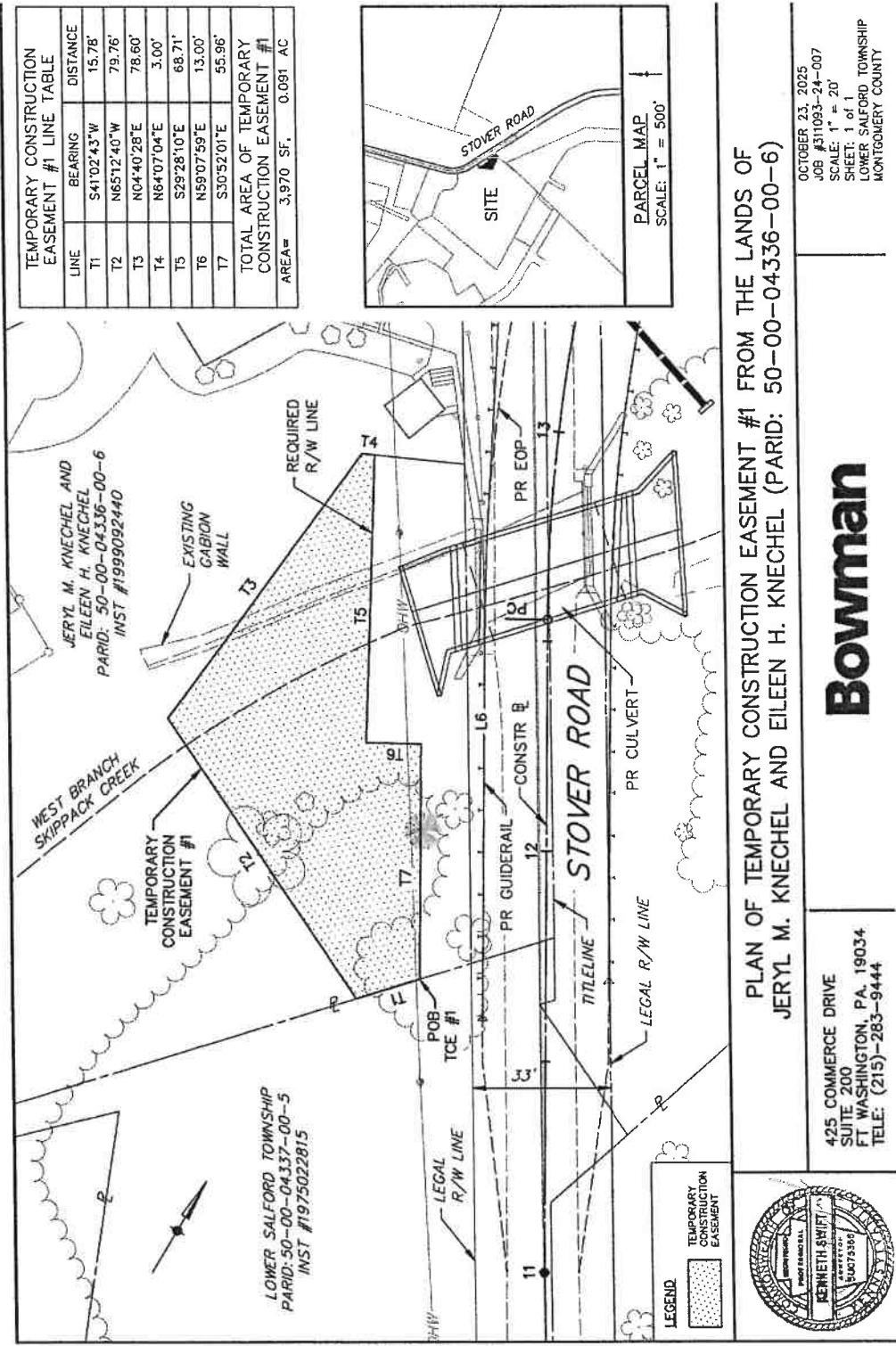
On this, the ____ day of _____, 2026, before me, the undersigned officer, personally appeared **Keith A. Bergman**, who acknowledged himself to be the Chairman of the Board of Supervisors of Lower Salford Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as such officer.

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

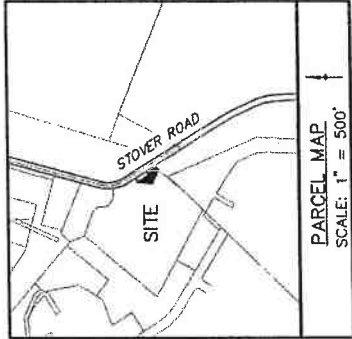
Notary Public

My Commission Expires:

Plan
Temporary Construction Easement #1 (3,970 SF)
EXHIBIT "A"



TEMPORARY CONSTRUCTION EASEMENT #1 LINE TABLE		
LINE	BEARING	DISTANCE
T1	S41°02'43"W	15.78'
T2	N65°12'40"W	79.76'
T3	N04°40'28"E	78.60'
T4	N64°07'04"E	3.00'
T5	S29°28'10"E	68.71'
T6	N59°07'59"E	13.00'
T7	S30°52'01"E	55.96'
TOTAL AREA OF TEMPORARY CONSTRUCTION EASEMENT #1		
AREA=	3,970 SF.	0.091 AC



PLAN OF TEMPORARY CONSTRUCTION EASEMENT #1 FROM THE LANDS OF
JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04336-00-6)

Bowman

425 COMMERCE DRIVE
SUITE 200
FT. WASHINGTON, PA. 19034
TELE: (215)-283-9444

OCTOBER 23, 2025
JOB #311093-24-007
SCALE: 1" = 20'
SHEET: 1 of 1
LOWER Salford Township
MONTGOMERY COUNTY



Legal Description
Temporary Construction Easement #1 (3,970 SF)
EXHIBIT "B"

Bowman

October 23, 2025

**DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT #1 FROM THE LANDS OF
JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04336-00-6)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 31st day of December 1998 in Instrument Number 1999092440 and recorded at Norristown in the office of the Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF TEMPORARY CONSTRUCTION EASEMENT #1 FROM THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04336-00-6)" dated October 23, 2025, as follows to wit;

Beginning at a point on the southeasterly property line of lands of Jeryl M. Knechel and Eileen H. Knechel (Parid: 50-00-04336-00-6), said point being distant 12.84 feet from the intersection of southwesterly Right-of-Way line of Stover Road (33 feet wide), and the southeasterly property line of lands of Jeryl M. Knechel (Parid: 50-00-04336-00-6); on a course bearing South 41 degrees 02 minutes 43 seconds West; extending thence the following seven courses;

- 1) Along a common line of lands of Jeryl M. Knechel and Eileen H. Knechel and the lands of Lower Salford Township (Parid: 50-00-04337-00-5), South 41 degrees 02 minutes 43 seconds West, a distance of 15.78 feet to a point.
- 2) Thence through the lands of Jeryl M. Knechel and Eileen H. Knechel, North 65 degrees 12 minutes 40 seconds West, a distance of 79.76 feet to a point in the bed of the West Branch of Skippack Creek.
- 3) Thence, North 04 degrees 40 minutes 28 seconds East, a distance of 78.60 feet to a point.
- 4) Thence, North 64 degrees 07 minutes 04 seconds East, a distance of 3.00 feet to a point.

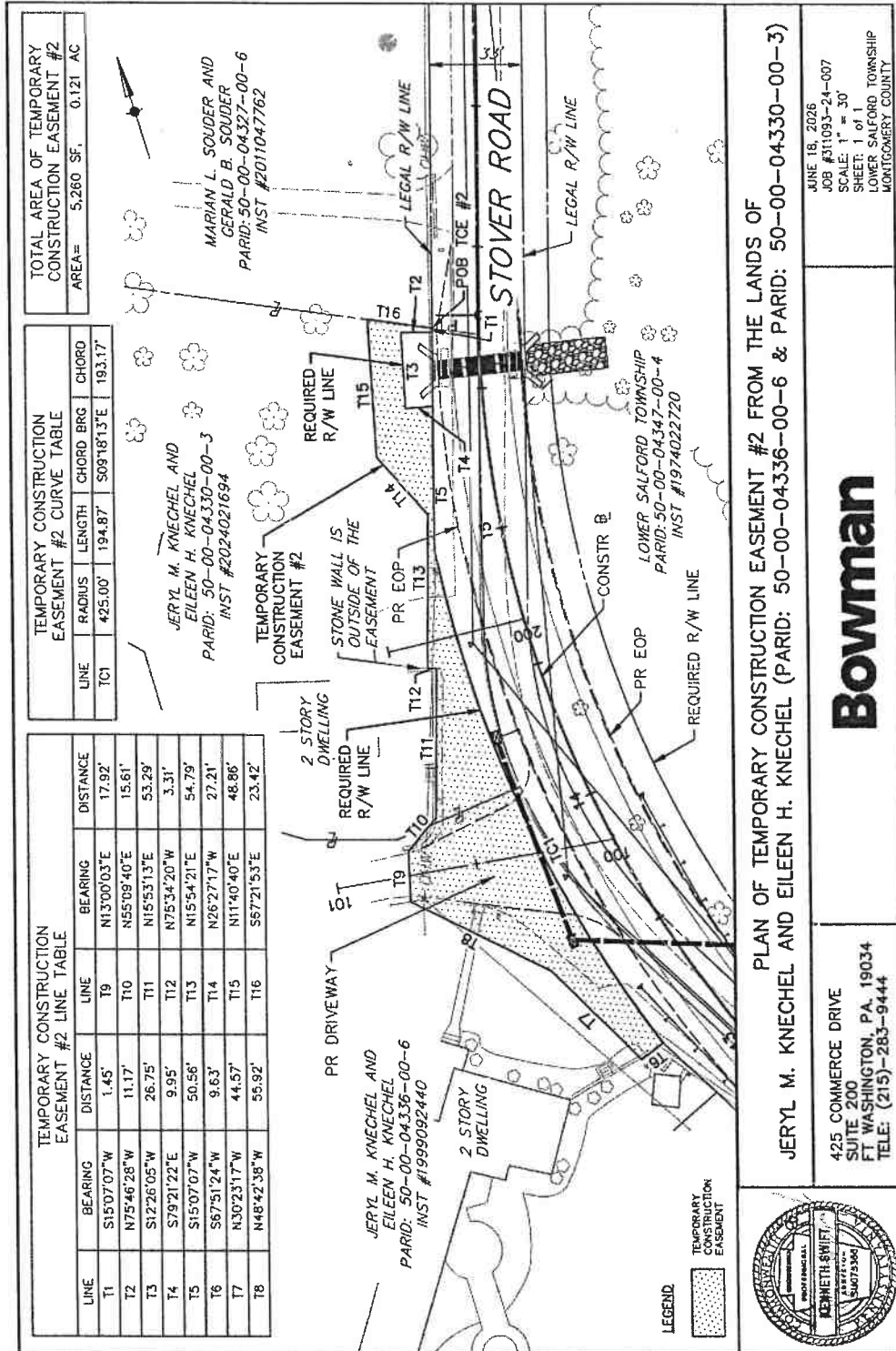
Bowman

- 5) Thence along the southwesterly required Right-of-Way line of Stover Road, South 29 degrees 28 minutes 10 seconds East, a distance of 68.71 feet to a point.
- 6) Thence, North 59 degrees 07 minutes 59 seconds East, a distance of 13.00 feet to a point.
- 7) Thence, South 30 degrees 52 minutes 01 seconds East, a distance of 55.96 feet to the point and place of beginning.

Containing 3,970 square feet, or 0.091 acres.



Plan
Temporary Construction Easement #2 (5,260 SF)
EXHIBIT "C"



PLAN OF TEMPORARY CONSTRUCTION EASEMENT #2 FROM THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04336-00-6 & PARID: 50-00-04330-00-3)

Bowman

JUNE 18, 2026
JOB #311093-24-007
SCALE: 1" = 30'
SHEET: 1 of 1
LOWER SALFORD TOWNSHIP
MONTGOMERY COUNTY

425 COMMERCE DRIVE
SUITE 200
FT WASHINGTON, PA 19034
TELE: (215)-283-9444

Legal Description
Temporary Construction Easement #2 (5,260 SF)
EXHIBIT "D"

Bowman

June 18, 2026

**DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT #2 FROM THE LANDS OF
JERYL M. KNECHEL AND EILEEN H. KNECHEL
(PARID: 50-00-04336-00-6 & PARID: 50-00-04330-00-3)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 31st day of December 1998 in Instrument Number 1999092440 and in an indenture dated the 30th day of April 2024 in Instrument Number 2024021694, recorded at Norristown in the office of Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF TEMPORARY CONSTRUCTION EASEMENT #2 FROM THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04336-00-6 & PARID: 50-00-04330-00-3)" dated June 18, 2026, as follows to wit;

Beginning at a point along the westerly Right-of-Way line of Stover Road (33 feet wide), said point being a common corner between the lands of Marian L. Souder and Gerald B. Souder (Parid: 50-00-04327-00-6) and the lands of Jeryl M. Knechel and Eileen H. Knechel); extending thence the following seventeen courses;

- 1) Along the westerly Right-of-Way line of Stover Road, South 15 degrees 07 minutes 07 seconds West, a distance of 1.45 feet to a point.
- 2) Thence along the westerly required Right-of-Way line of Stover Road, North 75 degrees 46 minutes 28 seconds West, a distance of 11.17 feet to a point.
- 3) Thence, South 12 degrees 26 minutes 05 seconds West, a distance of 26.75 feet to a point.
- 4) Thence, South 79 degrees 21 minutes 22 seconds East, a distance of 9.95 feet to a point.
- 5) Thence along the westerly Right-of-Way line of Stover Road, South 15 degrees 07 minutes 07 seconds West, a distance of 50.56 feet to a point.
- 6) Thence along the westerly required Right-of-Way line of Stover Road on a curve to the left, having a radius of 425.00 feet, an arc length of 194.87 feet, and being subtended by

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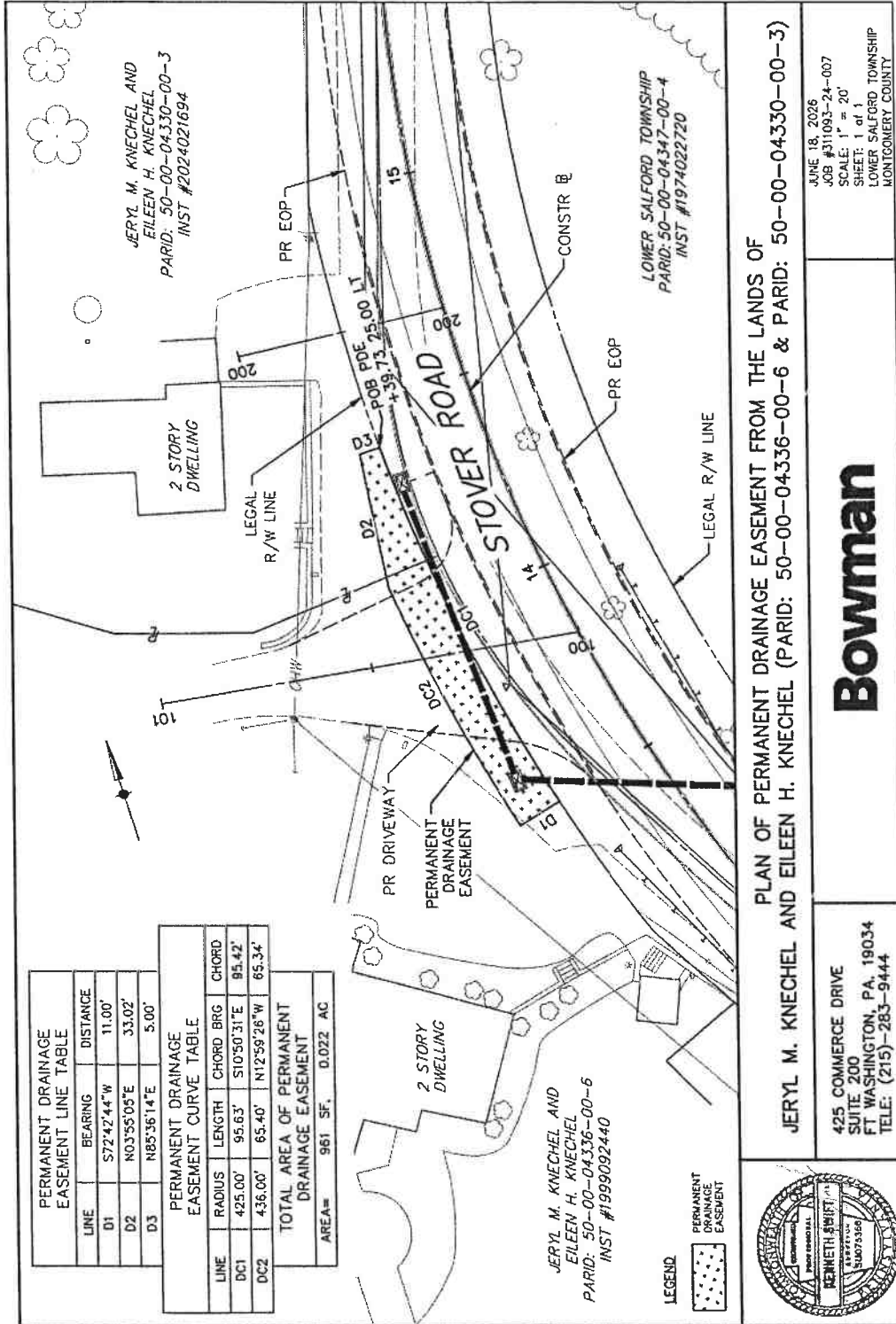
a chord bearing South 09 degrees 18 minutes 13 seconds East, a chord distance of 193.17 feet to a point.

- 7) Thence through the lands of Jeryl M. Knechel and Eileen H. Knechel, South 67 degrees 51 minutes 24 seconds West, a distance of 9.63 feet to a point.
- 8) Thence, North 30 degrees 23 minutes 17 seconds West, a distance of 44.57 feet to a point.
- 9) Thence, North 48 degrees 42 minutes 38 seconds West, a distance of 55.92 feet to a point.
- 10) Thence, North 13 degrees 00 minutes 03 seconds East, a distance of 17.92 feet to a point.
- 11) Thence, North 55 degrees 09 minutes 40 seconds East, a distance of 15.61 feet to a point.
- 12) Thence, along the easterly face of a stone wall, North 15 degrees 53 minutes 13 seconds East, a distance of 53.29 feet to a point near the wall corner.
- 13) Thence, along the northerly face of a stone wall, North 75 degrees 34 minutes 20 seconds West, a distance of 3.31 feet to a point.
- 14) Thence, North 15 degrees 54 minutes 21 seconds East, a distance of 54.79 feet to a point.
- 15) Thence, North 26 degrees 27 minutes 17 seconds West, a distance of 27.21 feet to a point.
- 16) Thence, North 11 degrees 40 minutes 40 seconds East, a distance of 48.86 feet to a point.
- 17) Thence along a common line of lands of Marian L. Souder and Gerald B. Souder and the lands of Jeryl M. Knechel and Eileen H. Knechel, South 67 degrees 21 minutes 53 seconds East, a distance of 23.42 feet to the point and place of beginning.

Containing 5,260 square feet, or 0.121 acres.



Plan
Permanent Drainage Easement
EXHIBIT "E"



Legal Description
Permanent Drainage Easement
EXHIBIT "F"

Bowman

June 18, 2026

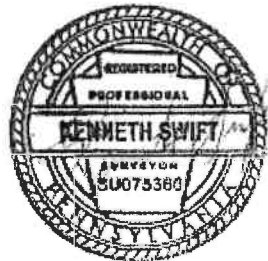
**PLAN OF PERMANENT DRAINAGE EASEMENT FROM
THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL
(PARID: 50-00-04336-00-6 & PARID: 50-00-04330-00-3)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 31st day of December 1998 in Instrument Number 1999092440 and in an indenture dated the 30th day of April 2024 in Instrument Number 2024021694, recorded at Norristown in the office of Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF PERMANENT DRAINAGE EASEMENT FROM THE LANDS OF JERYL M. KNECHEL AND EILEEN H. KNECHEL (PARID: 50-00-04336-00-6 & PARID: 50-00-04330-00-3)" dated June 18, 2026, as follows to wit:

Beginning at a point in the westerly Right-of-Way line of Stover Road, said point being located at Station 41+39.73 Offset 25.00 feet left; extending thence the following five courses:

- 1) Along the westerly Right-of-Way line of Stover Road on a curve to the left, having a radius of 425.00 feet, an arc length of 95.63 feet, and being subtended by a chord bearing South 10 degrees 50 minutes 31 seconds East, a chord distance of 95.42 feet to a point.
- 2) Thence through the lands of Jeryl M. Knechel and Eileen H. Knechel, South 72 degrees 42 minutes 44 seconds West, a distance of 11.00 feet to a point.
- 3) Thence, along a curve to the right, having a radius of 436.00 feet, an arc length of 65.40 feet, and being subtended by a chord bearing North 12 degrees 59 minutes 26 seconds West, a chord distance of 65.34 feet to a point.
- 4) Thence, North 03 degrees 55 minutes 05 seconds East, a distance of 33.02 feet to a point.
- 5) Thence, North 85 degrees 36 minutes 14 seconds East, a distance of 5.00 feet to the point and place of beginning.

Containing 961 square feet, or 0.022 acres.



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Prepared By: Andrew R. Freimuth, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return To: Same as above

Parcel No. 50-00-02901-00-1

SIDEWALK EASEMENT AGREEMENT

THIS AGREEMENT is made this 21 day of July, 2026, by and between **ARNOLDO M. FONSECA and EILEEN M. FONSECA**, husband and wife having a mailing address of 408 Moyer Road, Harleysville, Pennsylvania 19438 (hereinafter referred to collectively as "Grantor") and **LOWER SALFORD TOWNSHIP**, 379 Main Street, Harleysville, Pennsylvania 19438 (hereinafter referred to as "Grantee").

BACKGROUND

A. Grantor owns a certain tract of land comprising 42,300 [±] square feet located at 408 Moyer Road, Harleysville, Montgomery County, Pennsylvania, which is more particularly identified as Montgomery County Tax Parcel Number 50-00-02901-00-1 (hereinafter referred to as "the Property").

B. Grantee has applied for and secured grant funding for the Oak and Main Roadway Improvement and Sidewalk Connection Project (the "Project") from the Pennsylvania Department of Community and Economic Development ("DCED") through the Greenways Trail and Recreation Grant Program (GTRP) and Multimodal Transportation Fund (MTF) to be used, in part, for the construction and installation of the sidewalk along Oak Drive and the Oak Drive-Moyer Road intersection.

C. Sidewalk and an associated handicap ramp are proposed to be installed along the Property's frontage on Oak Drive to the intersection of Oak Drive and Moyer Road, as more particularly shown on the plan attached hereto as Exhibit "A" (the "Sidewalk").

D. The Sidewalk is outside the legal right-of-way which has been dedicated to the Township or the entity with jurisdiction over such right-of-way.

E. Grantee desires to obtain a temporary construction easement and a permanent general public pedestrian easement over a ±1,722 square foot portion of the Property, more particularly depicted on the plan attached hereto as Exhibit "A" and described in the legal description attached hereto as Exhibit "B" (the "Easement Area"), to allow for the construction of the Sidewalk by the Grantee and the use of the Sidewalk by the public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the sum of Five Hundred Dollars (\$500.00) received by Grantor, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. GRANT OF TEMPORARY CONSTRUCTION EASEMENT.

a. Grantor, on behalf of themselves, their heirs, beneficiaries, personal representatives, successors and assigns, hereby grants and conveys to Grantee, its agents, workers, employees, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the temporary right, right-of-way, privilege and easement on, over, under, across and through the Easement Area, necessary or convenient for temporary use and occupation by the Grantee, its agents, workers, employees, contractors, subcontractors, independent contractors and material suppliers, of the said Easement Area in connection with the

installation and construction of the Sidewalk (the "Temporary Construction Easement"). Specifically, and not in limitation of the foregoing, Grantee shall have the right to: (a) enter onto the Easement Area in order to install and construct the Sidewalk; and (b) to perform excavation, grading or other work necessary in connection with the foregoing. The Temporary Construction Easement shall terminate upon completion of the construction of the Sidewalk.

b. The Sidewalk shall be located within the Easement Area as necessary to avoid trees, plantings, draining facilities, utilities, and the like.

c. All work to be performed on and access to or through the Easement Area by Grantee pursuant to this Temporary Construction Easement shall be performed at reasonable times, upon reasonable advance notice (except in the case of emergency), and shall be completed as promptly as is reasonably possible. Notwithstanding anything herein to the contrary, if the construction of the Sidewalk is not fully completed within eighteen (18) months after the Execution Date of this Agreement, then this Agreement shall automatically terminate and be null and void, and the Temporary Construction Easement, the public Sidewalk Easement, and any other rights granted to Grantee under this Agreement shall immediately be extinguished, cease and/or terminate, unless Grantor and Grantee mutually agree in writing to extend such eighteen (18) month period. In the event of such termination, Grantee shall promptly cease all work, restore the Easement Area and any other affected portions of the Property to a condition substantially similar to that existing prior to commencement of construction, and execute and deliver to Grantor any recordable document reasonably necessary to evidence the termination of all easement rights created hereby.

d. Upon completion of any work related to the installation and construction of the Sidewalk by Grantee or its agents, workers, employees, contractors,



subcontractors, independent contractors and material suppliers, the Grantee shall restore the portions of the Easement Area affected by such work to a condition substantially similar to that which existed immediately prior to the commencement of such work, with any disturbed areas to be topsoiled, raked, mulched and seeded.

e. In connection with the work of installing the Sidewalk with the Easement Area, Grantee shall maintain or cause its agents, contractors, subcontractors, independent contractors and material suppliers to maintain general commercial liability insurance insuring against claims arising out of loss of life, bodily injury or property damage that may arise from or be occasioned by the condition, use or occupancy of the Easement Area by the Grantee, its agents, contractors, subcontractors, independent contractors and material suppliers. The insurance policy shall be issued by a reputable insurance company or companies qualified to do business in Pennsylvania, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate.

f. Indemnification by Grantee.

(1) To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's heirs, successors, assigns, and, if applicable, their agents, employees, representatives, and contractors (collectively, the "Grantor Indemnified Parties") from and against any and all claims, demands, causes of action, suits, liabilities, losses, damages, judgments, penalties, fines, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or related to: (i) the exercise by Grantee, its employees, agents, contractors, subcontractors, or anyone acting on Grantee's behalf of any rights granted under this Agreement; (ii) the installation, construction, maintenance, repair, replacement, or condition of the Sidewalk or Easement Area to the extent caused by Grantee or

those acting on Grantee's behalf; (iii) any negligent act or omission or willful misconduct of Grantee or those acting on Grantee's behalf; (iv) any breach by Grantee of this Agreement; or (v) any violation of applicable law by Grantee or those acting on Grantee's behalf.

(2) Exclusions. Grantee shall not be obligated to indemnify Grantor to the extent a claim, loss, or damage is finally determined by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of Grantor or Grantor's agents, employees, contractors, or representatives.

(3) Duty to Defend. Grantee's duty to defend shall arise upon written notice from Grantor of any claim or action potentially covered by this Section and shall include the obligation to pay reasonable attorneys' fees, expert fees, and litigation costs incurred by the Grantor Indemnified Parties in connection therewith.

(4) No Limitation. The indemnification obligations set forth herein are independent of, and shall not be limited by, any insurance requirements contained in this Agreement. Notwithstanding, nothing contained herein shall limit the Grantee's ability to avail itself of the limitation on damages set forth in the Pennsylvania Political Subdivision Tort Claims Act, as may be amended from time to time.

g. For purposes of this Agreement, "property damage" shall include, without limitation, damage to the root system of any tree, shrub, bush, hedge, or other landscaping located on the Property adjacent to the Easement Area, where such damage is caused in whole or in part by the exercise of Grantee's rights under this Agreement, including without limitation excavation, grading, trenching, compaction, staging, access, construction, or installation activities performed by Grantee or its agents, employees, contractors, subcontractors, independent contractors, or material suppliers. If any tree, shrub, bush, hedge, or other

landscaping located on the Property adjacent to the Easement Area and existing as of the commencement of construction dies, declines beyond reasonable recovery, and must be removed within nine (9) months after completion of the construction of the Sidewalk, such death, decline, or removal shall constitute evidence of probable damage caused by the construction activities of Grantee or those acting on Grantee's behalf, provided that Grantor gives Grantee written notice of such condition within such nine (9) month period. Upon receipt of such notice, Grantee shall have a reasonable opportunity to inspect the affected tree, shrub, bush, hedge, or other landscaping and the surrounding area. Nothing herein shall preclude Grantor from asserting that damage was caused by Grantee's construction activities based upon other evidence as well. Such damage would be compensated by Grantee removing the damaged landscaping and planting replacement landscaping of the same or similar species in accordance with the following specifications: (1) for canopy trees, a minimum of three caliper inches at the time of planting; (2) for new ornamental trees, a minimum height of six feet or a minimum of 1 1/2 caliper inches at the time of planting; (3) for shrubs, a minimum height of 2 1/2 feet at the time of planting; and (4) for evergreen trees, a minimum height of 6 feet at the time of planting. For further clarification, such property damage also includes curbs along the street next to the Easement Area. Within 2 weeks of the installation of the Sidewalk, the Grantor shall inspect and, if applicable, identify and report any damage with photographic evidence to the Grantee of damage to the curbs.

2. **GRANT OF PUBLIC SIDEWALK EASEMENT.** Grantor, on behalf of herself, her heirs, successors and assigns, hereby grants and makes available the Easement Area as a public sidewalk for general pedestrian uses and other uses in accordance with all applicable rules, laws, regulations and ordinances pertaining to public use of public sidewalks.

3. UTILITY MAINTENANCE; EMERGENCY ACCESS; SIDEWALK

DISTURBANCE RIGHTS. Notwithstanding the grant of this Easement, the Grantor (Property Owner), and the Grantor's agents, contractors, and assigns, shall retain the full and continuing right to inspect, maintain, repair, replace, and access any existing or future private utility facilities located within or beneath the Easement Area, including but not limited to sanitary sewer laterals, water lines, storm lines, and associated appurtenances (collectively, "Utilities"). In the event of an actual or reasonably suspected failure, blockage, leakage, collapse, or other condition affecting the Utilities that, in the judgment of the Grantor, requires immediate investigation or repair to prevent property damage, health risks, or interruption of essential services (an "Emergency Condition"), the Grantor shall have the right, without prior approval from Grantee to:

- (a) Excavate, remove, cut, break, or otherwise disturb any portion of the sidewalk, subbase, or related improvements within the Easement Area;
- (b) Temporarily close, barricade, or restrict pedestrian access across the Easement Area as reasonably necessary to perform the work;
- (c) Perform or cause to be performed all necessary repair, replacement, and restoration work to the Utilities.

The Grantor shall use reasonable efforts, under the circumstances, to provide notice to the Grantee prior to commencing non-emergency work and as soon as practicable following the commencement of emergency work; however, failure to provide advance notice shall not limit or impair the Grantor's rights under this Section in the case of an Emergency Condition. Following completion of any work under this Section, the Grantor shall restore the Easement Area, including the sidewalk and surrounding improvements, to a condition reasonably equivalent to its condition immediately prior to the disturbance; provided, however, that temporary surface

conditions may exist for a reasonable period as required to complete permanent restoration. The exercise of the rights granted in this Section shall not be deemed a violation of this Easement, nor shall it subject the Grantor to penalties, fees, or claims for interference with the Easement, provided that such actions are reasonably necessary to address the Utility condition and are performed in a commercially reasonable manner and time period.

4. **MAINTENANCE OF EASEMENT AREA BY GRANTORS.** In accordance with Title 53, Chapter 11, Article VII (Sidewalks), 53 P.S. §1891 *et seq.*, Grantor, on behalf of herself, her heirs, successors and assigns, hereby agrees that the sole future responsibility for all maintenance and repair of the Sidewalk and the Easement Area shall be borne by the owner or owners of the Property so that the sidewalk shall be kept in good repair for the safety of those using the Sidewalk, pursuant to the ordinances of Lower Salford Township and any other applicable law, statute, rule or regulation. Notwithstanding, the Grantee shall be solely responsible for all snow and ice removal (i.e. winter maintenance) of the Sidewalk, in accordance with the requirements of the ordinances of Lower Salford Township and any other applicable law, statute, rule or regulation. In the event that such winter maintenance causes damage to the Sidewalk, Grantee shall be responsible, at its sole cost and expense, to repair such damage. Grantee's indemnification obligation set forth in Paragraph 1.f above shall extend, without limitation, to the winter maintenance obligations assumed by Grantee hereunder.

5. **FURTHER OBLIGATIONS OF GRANTOR APPLICABLE TO THE EASEMENT AREA.** Grantor, on behalf of themselves, their heirs, successors and assigns, hereby agree that the Easement Area shall at all times remain unencumbered by Grantor, their heirs, successors and assigns, of all buildings and structures of any kind.

6. RESERVATIONS TO GRANTORS. Except to the extent inconsistent with the easements, rights and obligations granted herein from Grantor to Grantee, Grantor, their heirs, successors and assigns, shall have the right to use and enjoy the surface of the Easement Area.

7. GENERAL PROVISIONS.

a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

b. Recording. This Agreement is intended to be, and shall be, recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania.

c. Obligations to Run With the Land. The covenants, restrictions and obligations of this Agreement shall be covenants running with the land.

d. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

e. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Any photographic or Xerox copy of this Agreement, with all signatures reproduced on one or more set of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR:

By: 
Arnaldo M. Fonseca

By: 
Eileen M. Fonseca

GRANTEE:

LOWER SALFORD TOWNSHIP

By: _____
Keith A. Bergman, Chairman
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Secretary



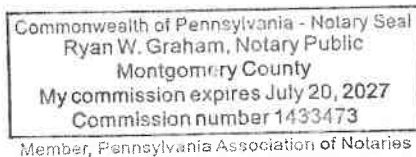
COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

On this, the 21st day of July, 2026, before me, the undersigned officer, a Notary Public, personally appeared **Arnoldo M. Fonseca**, known to be or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Notary Public

My commission expires: 07/20/27

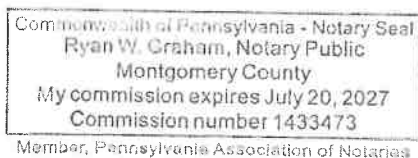
COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

On this, the 21st day of July, 2026, before me, the undersigned officer, a Notary Public, personally appeared **Eileen M. Fonseca**, known to be or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Notary Public

My commission expires: 07/20/27

Plan of Sidewalk and Easement Area

EXHIBIT "A"

Legal Description of Easement Area

EXHIBIT "B"

{01562146v2 }

AR

Bowman

May 15, 2026

**DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT
AND PERMANENT SIDEWALK EASEMENT
FROM THE LANDS OF
ARNOLDO M. FONSECA AND EILEEN M. FONSECA
(PARID# 50-00-02901-00-1)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 25th day of July 2007 in Deed Book 5658 Page 779 and recorded at Norristown in the office of Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT FOR LOWER SALFORD TOWNSHIP FROM THE LANDS OF ARNOLDO M. FONSECA AND EILEEN M. FONSECA (PARID# 50-00-02901-00-1)" dated May 15, 2026, as follows to wit;

Beginning at a point at the intersection of the southerly curbline of Oak Drive (T-370) and the common property line between Parid 50-00-02901-00-1 and 50-00-02956-00-9; extending thence the following seven courses:

- 1) Thence along a common line between the lands of Arnolando M. Fonseca and Eileen M. Fonseca and the lands of Thomas Schnaubelt and Mary Schnaubelt (Parid# 50-00-02956-00-9), South 38 degrees 03 minutes 14 seconds West, a distance of 15.01 feet to a point.
- 2) Thence through the lands of Arnolando M. Fonseca and Eileen M. Fonseca, North 81 degrees 39 minutes 45 seconds West, a distance of 59.95 feet to a point.
- 3) Thence, on a curve to the left, having a radius of 60.31 feet, an arc length of 51.04 feet, and subtended by a chord bearing South 74 degrees 05 minutes 06 seconds West, a chord distance of 49.53 feet to a point.
- 4) Thence, North 56 degrees 24 minutes 11 seconds West, a distance of 11.50 feet to a point.
- 5) Thence along the easterly curbline of Moyer Road (T-422) North 33 degrees 35 minutes 06 seconds East, a distance of 11.07 feet to a point of curvature.
- 6) Thence, on a curve to the right, having a radius of 33.00 feet, an arc length of 37.29 feet, and being subtended by a chord bearing North 65 degrees 57 minutes 56 seconds East, a chord distance of 35.33 feet to a point.
- 7) Thence along the southerly curbline of Oak Drive (T-370), South 81 degrees 39 minutes 56 seconds East, a distance of 87.41 feet to the point and place of beginning.

Containing 1722 square feet, or 0.040 acres.



bowman.com

A handwritten signature in black ink, likely of the surveyor Kenneth Swift, located in the bottom right corner of the document.